



*Quality
Assurance
Specialists, Inc.*

431 South Broadway
Suite 122
Lexington, KY 40508
(859) 254-1093 • Fax (859) 254-3004

RFP #8-2014 Asbestos Project Monitoring Services

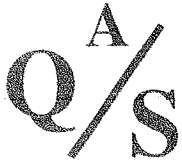
Name of Firm: Quality Assurance Specialists, Inc.

Address: 431 South Broadway – Suite 122, Lexington, KY 40508

Phone Number: 859-254-1093

Contact Person: David A. Toney

email address: qas@cssiky.com



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Client / Reference List

*Tommy Taylor
University of Kentucky
Environmental Management
355 Cooper Drive
Lexington, KY 40506-0490
859-257-5295
twtay10@email.uky.edu

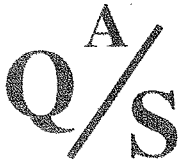
Provided asbestos air monitoring and laboratory services from 1989 to present.

*Jeff Harris
Fayette County Public Schools
Risk Management & Safety
400 Spring Hill Drive
Lexington, KY 40503
859-381-3827
jeff.harris@fayette.kyschools.us

Provided asbestos air monitoring and laboratory services from 1989 to present.

*Stan Lewis
Federal Bureau of Prisons
Federal Medical Center
Facilities Dept.
3301 Leestown Rd.
Lexington, KY 40511
859-255-6812 Ext. 5248
slewis@bop.gov

Provided asbestos air monitoring and laboratory services from 1989 to present.



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RFP Evaluation Criteria

1. Estimated Cost of Services

- *Daily Monitoring Rate – 8 hour work shift – 300.00 per shift
- * Hourly Overtime Rate – (work performed beyond the 8 hour work shift) – 40.00 per hour
- *PCM Sample Analysis Cost – Standard – 5.00 per sample
- *PCM Sample Analysis Cost – Same Day – 9.00 per sample
- *PCM Sample Analysis Cost – Next Day – 7.00 per sample
- *TEM Sample Analysis Cost – Standard – 60.00 per sample
- *TEM Sample Analysis Cost – Same Day – 85.00 per sample
- *TEM Sample Analysis Cost – Next Day – 70.00 per sample
- *Project Manager – 45.00 per hour
- *Reports – There is no fee for generating written reports
- *Additional Unit Cost – Federal Express Overnight Shipping TEM Samples – 30.00 per sample batch



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RFP Evaluation Criteria

2. Specialized Experience

David A. Toney, owner of Quality Assurance Specialists, Inc. (QAS), attended and successfully completed the NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust course at the University of North Carolina at Chapel Hill in March 1988. Also attended and completed Asbestos Air Monitoring Techniques/Procedures at the Oklahoma Asbestos / Safety Training Center in Norman, Oklahoma in January 1990. (see attached training certificates).

Also trained and licensed as AHERA Building Inspector, which can assist LFUCG with inspecting containments after asbestos abatement work is complete and before re-occupancy by building employees. (see attached training certificates).

Since its inception in 1994, QAS has participated in the quarterly American Industrial Hygiene Association (AIHA), Proficiency Analytical Testing (PAT) Programs for both PCM and PLM sample analysis. The most recent round was rated "Acceptable" and the program status is rated as "Proficient" (see attached PAT Round Results).

As a staff, QAS has over 40 years of experience in asbestos air monitoring and PCM sample analysis. We have sampled for a wide variety of clients, including government, schools (elementary through high school and universities), private industry, and residential. QAS has been involved in numerous glove bag and gross abatement projects including flooring, surfacing materials such as plaster, TSI boiler and pipe insulation, soil contamination clean-up, etc. We provide full-scale monitoring on projects starting with: background monitoring prior to abatement, personnel monitoring and area monitoring during abatement, and clearance monitoring after abatement for re-occupancy.

References can be supplied upon request.

The University of North Carolina At Chapel Hill



Occupational Safety and Health Educational Resource Center
Dept. of Environmental Sciences and Engineering
School of Public Health

On Recommendation of the Faculty
has awarded this certificate to

DAVID ALLEN TONEY

for the Successful Completion of

NIOSH 582

SAMPLING AND EVALUATING AIRBORNE ASBESTOS DUST

[Signature]
Continuing Education Director

[Signature]
Vice President

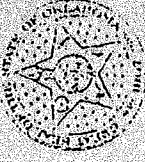
MARCH 21-25, 1988

Date

A NIOSH-Sponsored Educational Resource Center



Certificate of Completion



Oklahoma Asbestos / Safety Training Center

A service of Moore-Norman Area Vocational-Technical School

This is in certifying that

DAVID A. TONEY

has completed the

ASBESTOS AIR MONITORING TECHNIQUES/PROCEDURES

and has passed all applicable written examinations

Frank A. Luntz

Superintendent

Steve Spitzer

Assistant Superintendent

John M. Byler

Instructor

Adie Sammons

Program Coordinator

JANUARY 25, 1990

Date of Class

Steven L. Beshear
Governor



Leonard K. Peters
Secretary

Commonwealth of Kentucky
Energy and Environment Cabinet
Department for Environmental Protection

Division for Air Quality
200 Fair Oaks Lane, 1st Floor
Frankfort, Kentucky 40601-1403
www.air.ky.gov

March 4, 2014

Mr. David A. Toney
Quality Assurance Specialists, Inc.
431 S Broadway, Ste. 122
Lexington, KY 40508

Asbestos Management Planner
Number: **P14-03-0424**
Issued: **March 4, 2014**
Expires: **February 11, 2015**

Dear Mr. Toney:

This is to acknowledge receipt of your application for accreditation as an asbestos abatement professional. Your application has been approved and the above-referenced card is enclosed.

Initial accreditation fee is \$100.00 per person per discipline, except for abatement worker (\$20.00). Renewal fees for accreditations within one year of the expiration date are one-half of the initial fees. Renewals for accreditations expired over one year require the initial fee. There is a \$10.00 duplication charge to replace a lost card.

When submitting application packets, please note the following:

- do not staple any of the application materials;
- make sure to fill out the application completely, including your signature; and
- include current proof of training for the discipline(s) for which you are applying

If you have any questions regarding this matter, please call me at (502) 564-3999.

Sincerely,

A handwritten signature in cursive script that reads "Stevie L. Oakley".

Stevie L. Oakley
Field Support Section
Field Operations Branch

Commonwealth of Kentucky
Department for Environmental Protection
Division for Air Quality

David A. Toney

Has met the requirements of 401 KAR 58:005 and is accredited as an:

Asbestos
Management Planner

Accreditation Number: **P14-03-0424**

Issue Date: **3/4/2014**

Expiration Date: **2/11/2015**

KENTUCKY DIVISION FOR
AIR QUALITY

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Commonwealth of Kentucky
Energy and Environment Cabinet
Department for Environmental Protection

Division for Air Quality
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Frankfort, Kentucky 40601-1403
www.air.ky.gov

June 26, 2013

Mr. Phillip Andre Applegate
Quality Assurance Specialists, Inc.
431 S Broadway, Ste. 122
Lexington, KY 40508

RE: I13-06-1463

Issued: June 26, 2013
Expires: June 19, 2014

Dear Mr. Applegate:

This is to acknowledge receipt of your application for accreditation renewal as an asbestos abatement professional. Your application for *asbestos inspector* has been approved and the above-referenced card is enclosed.

Kentucky is issuing accreditation in five disciplines. It is important to note that accreditation in some disciplines automatically allows performance in other disciplines. A management planner is automatically allowed to perform additionally as an inspector, and an abatement supervisor is automatically allowed to perform additionally as an abatement worker. The initial accreditation fee is \$100.00 per person per discipline, except for abatement worker (\$20.00). For example, if anyone seeks accreditation as an inspector and an abatement worker, the fee will be \$120.00 and they will be issued two cards. If they seek accreditation in all five disciplines, the fee is \$300.00, and they will be issued three cards; one for project designer, management planner for inspections and plans, and supervisor for the other two disciplines. The renewal fee is one-half the initial fee. There is a \$10.00 duplication charge to replace a lost card.

If you have any questions regarding this matter you may call Ms. Cindy Mitchell at (502) 564-3999.

Sincerely,

Handwritten signature of Cindy K. Mitchell in cursive.

Cindy K. Mitchell
Environmental Technologist III
Field Support Section

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION FOR AIR QUALITY

CONFIRMS THAT
PHILLIP ANDRE APPLIGATE

Has fulfilled the training requirements of 401 KAR 58:005 and is
ACCREDITED as an

ASBESTOS INSPECTOR

Date Issued 6/26/2013

Expires 6/19/2014

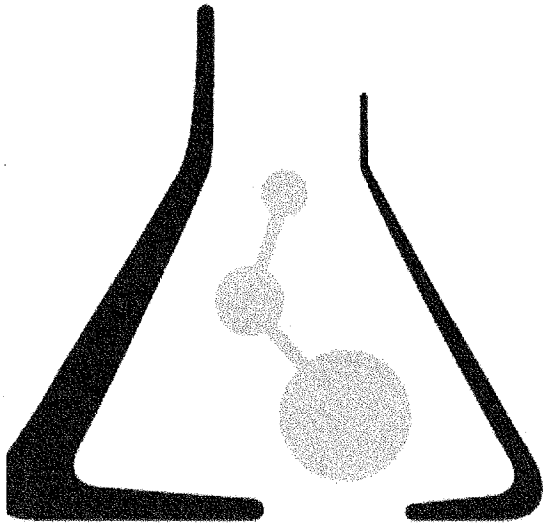
Cindy K. Mitchell

John S. Lyons

Cindy Mitchell
Environmental Technologist III

John S. Lyons
Director

No. 113-06-1463



AIHA PAT PROGRAMS

Report Issue Date: 11/15/2013

Jeffrey Hudson
Quality Assurance Specialists, Inc.
431 South Broadway, Suite 122
Lexington, KY 40508

Participant ID# 100836

Dear Jeffrey Hudson,

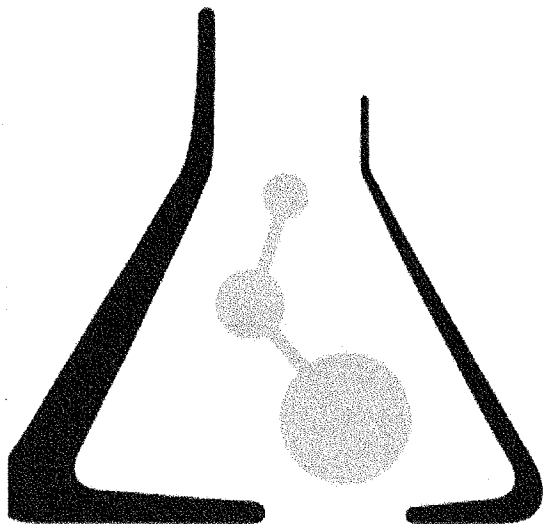
Please find your organization's final Industrial Hygiene Proficiency Analytical Testing (IHPAT) results for **Round 195**. It is the participant's responsibility to thoroughly review results and to immediately contact the AIHA Proficiency Analytical Testing Programs in writing, if any errors are found in your report.

The proficiency demonstrated by the results of this IHPAT round is valid until the results of the retest round are available on January 15, 2014, if the participant chooses to enroll, or until February 15, 2014 when the next IHPAT report will be available. Unacceptable performance may be improved by correctly analyzing a set of retest samples. Retest Order Forms and the PAT Programs Schedule are available online at www.aihapat.org. The deadline to order a retest is December 2, 2013.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

IHPAT **Round 196** sample kits will be mailed to participants around January 2, 2014. An email will be sent out upon shipment of round 196 samples. If you do not receive samples within fifteen (15) days after the ship date please contact the AIHA PAT Programs. Your organization's data will be due by 11:59pm ET on February 3, 2014. The analytes for round 196 are:

- **Metals – cadmium, lead, chromium**
- **Asbestos – amosite**
- **Silica – coal mine dust / talc**
- **Organics – methanol (MOH)**
- **Diffusive – benzene, toluene, o-xylene**



AIHA PAT PROGRAMS

Samples are generated, characterized, packaged, and shipped by SRI International, Menlo Park, CA 94025 under contract with AIHA Proficiency Analytical Testing Programs. Unless otherwise noted, sample homogeneity and stability criteria were satisfied for all samples.

I encourage you to contact me with any feedback, questions or if you wish to contest your results at nmugambwa@aiha.org.

Sincerely,

Natasha Mugambwa, MS
Manager, AIHA PAT Programs

Industrial Hygiene Proficiency Analytical Testing Results

This document contains three sub-reports relating to IHPAT Round 195. The first report contains your organization's results listed per contaminant, per sample. The second report contains your current and 2 previous test round performance respectively (where applicable), and the final report contains summary results for all participants for IHPAT round 195.

Testing Results for IHPAT Round 195

This part of the report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos / Fibers (ASB)	f/mm2	1	222	60	29	101	9.2	**
	f/mm2	2	390	226	111	383	3.1	**
	f/mm2	3	212	141	69	238	2.3	A
	f/mm2	4	85	66	32	112	1.3	A

Statistical Analysis Interpretation Note:

Reference value is the mean of the reference group:

Lower limit = reference value - 3 standard deviations and **Upper limit** = reference value +3 standard deviations

A – Acceptable* Analysis; **U** - Unacceptable Analysis; **z-Score** = (reported result - reference value)/standard deviation. **Note:** z-Scores are used to predict trends and to indicate how far a particular score is away from the mean

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions.

Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-score, but be identified as acceptable.

Any non-participation or non-reporting of PAT data will result in unacceptable results (See PAT Programs Participation Policies, Section 2.1.6.2.)

****See the next page for TECHNICAL COMMENT regarding Asbestos samples 1 and 2.**

Overall Performance Summary Concluding with 195

The following table contains your organization's current and 2 previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: www.aihapat.org

Sample	Round	Round Score	Round Performance	Proficiency Status -Three Round Score
Asbestos	193	3/4	Pass	
	194	4/4	Pass	
	195	4/4	Pass	P

Interpretation Note:

The denominators represent the total number of samples analyzed.

The numerators represent the number of acceptable results.

Pass: Round Score \geq 75% Fail: Round Score $<$ 75%

P – Proficient; NP – Non-proficient; I – Indeterminate (not enough rounds to determine proficiency).

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

The following items are available in the [Industrial Hygiene Scheme Plan](#):

Procedures used to statistically analyze the data, establish any assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of any assigned value; information about design and implementation of PT scheme. Industrial Hygiene Scheme Plan is available at <http://www.aihapat.org/documents-policies-fees/Pages/default.aspx>.

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

****TECHNICAL COMMENT:** Asbestos samples 1 and 2 were not scored because the data from the Reference Group had an unacceptable standard deviation and the resulting mean was significantly different from the expected result. All asbestos participants received **full credit** for these two samples. Validation mean for asbestos sample 1 was 83f/mm² and sample 2 was 180 f/mm².

Performance of all Participants for IHPAT Round 195

The following table contains aggregate results for all participants IHPAT round 195.

Contaminant	#	Ref. Value	Ref. Std. Dev.**	RSD (%)	Uncertainty Measurement	Total Participants	Total Acceptable	Low*	High*
Cadmium (CAD)	1	0.00600	0.00028	4.7	0.000033	145	135	2	8
	2	0.00308	0.00018	5.8	0.000021	145	141	0	4
	3	0.01360	0.00068	5.0	0.000080	145	133	4	8
	4	0.01834	0.00080	4.4	0.000094	145	133	6	6
Lead (LEA)	1	0.0937	0.0040	4.2	0.000463	146	138	1	7
	2	0.1329	0.0054	4.1	0.000631	146	143	0	3
	3	0.0694	0.0029	4.1	0.000336	146	132	6	8
	4	0.0346	0.0014	4.0	0.000163	146	136	6	4
Nickel (NKL)	1	0.0199	0.0008	4.3	0.000099	145	133	3	9
	2	0.0545	0.0022	3.7	0.000255	145	134	4	7
	3	0.0747	0.0030	3.5	0.000350	145	132	6	7
	4	0.1236	0.0049	4.0	0.000578	145	133	8	4
Silica (SIL)	1	0.1829	0.0187	10.2	0.003675	50	48	2	0
	2	0.1323	0.0117	8.8	0.002289	50	47	2	1
	3	0.0530	0.0068	12.8	0.001334	50	48	0	2
	4	0.1015	0.0099	9.7	0.001938	50	48	2	0
Asbestos / Fibers (ASB)	1	60	12	35.7	1.346289	717	427	31	259
	2	226	45	39.5	5.093001	717	543	134	40
	3	141	28	35.5	3.163258	717	554	91	72
	4	66	13	24.2	1.484974	717	651	4	62
n-Butyl Acetate (BAC)	1	0.0845	0.0068	8.1	0.000876	121	117	2	2
	2	0.6616	0.0351	5.3	0.004492	121	112	8	1
	3	0.9266	0.0420	4.5	0.005380	121	108	11	2
	4	0.3268	0.0185	5.7	0.002366	121	117	4	0
2-Propanol (IPA)	1	0.2631	0.0290	11.0	0.003708	121	119	1	1
	2	0.1492	0.0190	12.7	0.002433	121	118	1	2
	3	0.7510	0.0756	10.1	0.009676	121	115	5	1
	4	0.4529	0.0499	11.0	0.006388	121	117	4	0
Ethyl Acetate (EAC)	1	0.4400	0.0216	4.9	0.002769	121	114	5	2
	2	0.8620	0.0370	4.3	0.004740	121	113	5	3
	3	0.0708	0.0053	7.4	0.000673	121	116	1	4
	4	0.1717	0.0093	5.4	0.001196	121	116	3	2

*Note: **Low** – number of participant results that are less than the Lower Limit; **High** - number of participant results that are greater than the Upper Limit
 **The reference group standard deviation is used but is limited to no less than 4% relative standard deviation or no greater than 20% relative standard deviation.

Reference group/participant data sets for individual methods are not separated out during statistical analysis. Methods appear equivalent during data review.
 Additional technical comments or recommendations, when available, shall be shared with participants via the web and participants shall be notified via email.



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RFP Evaluation Criteria

3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.

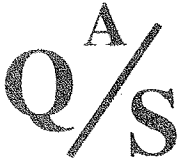
In this time-sensitive industry, QAS has carved out its niche as a company which can respond quickly to client demands. As a small firm, we are void of layers of bureaucracy. When a client calls, they either get the owner or a technician that will be working on any given project.

On countless occasions, QAS has been requested to work same day, same evening, next day, or weekends - and we take pride in our ability to meet these demands.

Since the late 1990's, QAS has provided laboratory services and some limited air monitoring for LFUCG – Division of Facilities Management, and other divisions of LFUCG, and have always been able to meet the requested turnaround times.

We are conveniently located at 431 South Broadway in Lexington, just minutes from LFUCG-owned buildings.

References can be supplied upon request that can attest to the above statements.



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RFP Evaluation Criteria

4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.

Over the years, QAS has worked diligently to establish an excellent reputation with its clients and the community regarding the above-mentioned qualities.

We have built a level of trust, goodwill, and reputation that is second to none. When clients hire QAS for a project, they know they are getting the integrity and judgment that is commensurate with our many years of experience.

QAS has worked on numerous projects after hours and on weekends where we have been entrusted with building keys, access and security codes, etc.

QAS is financially viable, having never filed for bankruptcy.

There has never been litigation brought against QAS.

Our work has never held up the progress of a project.

References can be supplied upon request that can attest to the above statements.



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RFP #8-2014 Asbestos Project Monitoring Services

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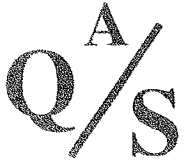
5. Past record and performance on contracts with the Urban County Government or other government agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules.

QAS has provided air monitoring and laboratory services for LFUCG – Facilities Management and other divisions within LFUCG, Fayette County Public Schools, the Federal Bureau of Prisons, the University of Kentucky, numerous private industry and residential customers.

QAS is able to control costs because we generate invoices based on proposed unit prices, ie., daily air monitoring rates, and price per sample rates, etc., allowing for no surprises and no cost overruns when a client receives an invoice. Any questions regarding an invoice are dealt with quickly by the owner.

QAS has consistently demonstrated the ability to meet schedule demands with a high quality of work, delivering sample analysis and analysis reports based on client turnaround time requests, and by being on site during abatement activities and delivering a final report in a timely manner.

References can be supplied upon request that can attest to the above statements.



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RFP Evaluation Criteria

6. Familiarity with the details of the project.

QAS understands and is familiar with the details of RFP #8-2014 Asbestos Project Monitoring Services. Over the years, we have provided air monitoring for hundreds of similar projects and numerous clients.

Moreover, we are familiar with the downtown area and location of LFUCG buildings and have provided asbestos laboratory services and some limited air monitoring for LFUCG – Facilities Management and other divisions within LFUCG, and are familiar with their expectations.



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RFP Evaluation Criteria

7. Degree of local employment.

The majority of QAS's work is performed in Lexington and surrounding counties. We provide air monitoring services and laboratory services to a wide array of clients.

Our client list includes, but is not limited to:

- *The University of Kentucky
- *Fayette County Public Schools
- *Federal Bureau of Prisons – Federal Medical Center
- *LFUCG – Facilities Management
- *Buffalo Trace Distillery
- *Denham Blyth Construction
- *J.M Smuckers Company
- *Kentucky Department of Military Affairs
- *Pickett Design
- *The Bristol Group
- *Numerous abatement, construction, and demolition companies, area churches and residential customers.
- *Provided asbestos survey and PLM sample analysis for Lexington Mall - 2006
- *Provided asbestos survey and PLM sample analysis for the CentrePoint downtown project - 2008
- *Provided asbestos survey and PLM sample analysis for Turfland Mall - 2013

References can be supplied upon request that can attest to the above statements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2014

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 Triad Insurance Agency, Inc. 1216 S Broadway Lexington, Kentucky 40504	CONTACT NAME: Donna M. Honican PHONE (A/C, No, Ext): 859-255-0805 FAX (A/C, No): 859-255-0809 E-MAIL ADDRESS: triadinsurance@aol.com
	INSURER(S) AFFORDING COVERAGE
INSURED Quality Assurance Specialist Inc 431 S Broadway, Suite 122 Lexington, Kentucky 40508	INSURER A: Rockhill Insurance Company
	INSURER B: KEMI
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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.

FORM LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INS/ 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"/> PROJ. <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER PROFESSIONAL	Y	ENVP007878-01	01/31/2014	01/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any pro person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 1,000,000 PROFESSIONAL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DED: RETENTIONS:					COVERED SINGLE LIMIT \$ (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	325370	04/09/2013	04/09/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OPT FR E.L. EACH ACCIDENT \$ 500,000 F.L. DISEASE - EA EMPLOYEE \$ 500,000 F.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Pollution Liability	Y	ENVP007878-01	01/31/2014	01/31/2015	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

Named Additional Insured: Lexington-Fayette Urban County Government
 Division Of Risk Management
 200 East Main Street
 Lexington, Kentucky 40507

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

Lexington-Fayette Urban County Government
 Division Of Risk Management
 200 East Main Street
 Lexington, Kentucky 40507

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

Donna M. Honican



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #8-2014 Asbestos Project Monitoring Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 20, 2014**.

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

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

RFP #8-2014 Asbestos Project Monitoring Services

If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

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

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

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

SELECTION CRITERIA:

1. Estimated cost (20 pts)
2. Specialized experience (20 pts)
3. Capacity of firm to perform the work (10 pts)
4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm (10 pts)
5. Past record and performance (20 pts)
6. Familiarity with details of project (10 pts)
7. Degree of local employment (10 pts)

See additional information about selection criteria in specifications.

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

**Questions shall be submitted via Economic Engine at:
<https://fucg.economicengine.com>**

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Pre-proposal meeting will be held March 6, 2014, 10:00 am, at
200 E Main St, 3rd Floor Purchasing Conference Room, Lexington,
KY 40507

Affirmative Action Plan

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

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

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

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

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



*Quality
Assurance
Specialists, Inc.*

431 South Broadway
Suite 122
Lexington, KY 40508
(859) 254-1093 • Fax (859) 254-3004

March 17, 2014

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

RE: Affirmative Action Plan

To whom it may concern:

Quality Assurance Specialists, Inc., (QAS), as a small firm, does not currently have an "Affirmative Action Plan" in place. However, QAS agrees to comply with, and has always complied with, the Civil Rights Laws which govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Sincerely,

A handwritten signature in black ink, appearing to read 'David A. Toney', is written over a large, circular, scribbled-out area.

David A. Toney
President
Quality Assurance Specialists, Inc.

AFFIDAVIT

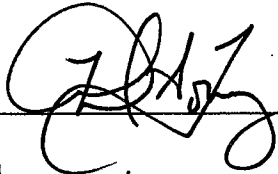
Comes the Affiant, David A. Toney, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is David A. Toney and he/she is the individual submitting the proposal or is the authorized representative of Quality Assurance Specialists, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

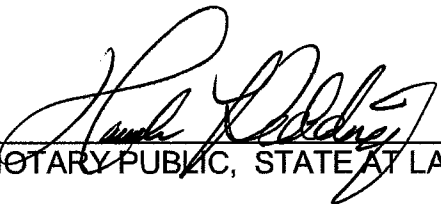


STATE OF Kentucky
COUNTY OF Fayette



The foregoing instrument was subscribed, sworn to and acknowledged before me by David Toney on this the 18th day of March, 2014

My Commission expires: MY COMMISSION EXPIRES NOVEMBER 6, 2017
NOTARY NO. 500390



NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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


Signature

Quality Assurance Specialist, Inc.
Name of Business

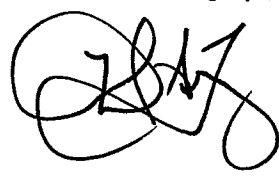
WORKFORCE ANALYSIS FORM

Name of Organization: Quality Assurance Specialists, Inc.

Date: 03 / 18 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1	✓									
Professionals	1	✓									
Superintendents											
Supervisors	1	✓									
Foremen											
Technicians	3	✓									
Protective Service											
Para-Professionals											
Office/Clerical	1	✓									
Skilled Craft											
Service/Maintenance											
Total:	7	✓									

Prepared by: David A. Toney President
Name & Title



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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

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

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

Firm Submitting Proposal: Quality Assurance Specialists, Inc.

Complete Address: 431 South Broadway Ste. 122 Lexington, KY 40508
Street City Zip

Contact Name: David A. Toney Title: President

Telephone Number: 859-254-1093 Fax Number: 859-254-3004

Email address: gas@cssiKy.com

Lexington-Fayette Urban County Government
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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another 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 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 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 to determine their level of interest.
- j. Provided the interested MWBDE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
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	paatricem@kynewsjournal.com	859-373-9428



*Quality
Assurance
Specialists, Inc.*

431 South Broadway
Suite 122
Lexington, KY 40508
(859) 254-1093 • Fax (859) 254-3004

March 17, 2014

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

RE: RFP #8-2014 Asbestos Project Monitoring Services, MWDBE Participation Goals for
Subcontractors/Suppliers, Good Faith Effort

To whom it may concern:

The only item which Quality Assurance Specialists, Inc., (QAS) can subcontract for RFP #8-2014 is TEM (Transmission Electron Microscopy) sample analysis. To date, QAS has been unable to obtain any MWDBE participants for this work. We've conducted an internet search and obtained a list provided by the EPA of MWDBE laboratories, and found many of the phone numbers no longer in service and the few that we have made contact with have failed to respond to our request for quotation. QAS will make a diligent effort to continue searching for a MWDBE that can fill this need.

Sincerely,

A handwritten signature in black ink, appearing to read 'DA Toney', is written over a circular stamp or seal.

David A. Toney
President
Quality Assurance Specialists, Inc.



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 8-2014

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>Unable to obtain quotation</i>	<i>TEM Laboratory Sample Analysis</i>	<i>Unknown - contract based on unit prices with unknown quantity of work</i>	
2.			
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.

Quality Assurance Specialists, Inc.
 Company

David A. Toney
 Company Representative

03-18-14
 Date

President
 Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 8-2014

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. unable to obtain quotation		TEM Laboratory Sample Analysis		Unknown- contract based on unit prices with unknown quantity of work	
2.					
3.					
4.					

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

Quality Assurance Specialists, Inc.

Company

03-18-14

Date

David A. Toney

Company Representative

President

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 8-2014

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

Company Name Quality Assurance Specialists, Inc.	Contact Person David A. Tony
Address/Phone/Email 431 South Broadway - St. 122 - Lex., KY 40508 859-254-1093 gas@cssky.com	Bid Package / Bid Date RFP #8-2014 Asbestos Project Monitoring Services 03-20-14

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
unable to obtain quotation				TEM Laboratory Sample Analysis		Unknown - contract based on unit prices with unknown quantity bot work	

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

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

Quality Assurance Specialists, Inc.
 Company

David A. Tony
 Company Representative

03-18-14
 Date

President
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 8-2014

Total Contract Amount Awarded to Prime Contractor for this Project Unknown-contract based on unit prices with unknown quantity of work

Project Name/ Contract # RFP #8-2014 Asbestos Project Monitoring Services	Work Period/ From: _____ To: _____
Company Name: Quality Assurance Specialists, Inc.	Address: 431 South Broadway Suite 122 - Lex., KY 40508
Federal Tax ID: 61-1264040	Contact Person: David A. Torrey

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Unable to obtain quotation	TEM Lab Sample Analysis	unknown-contract amount based on unit prices with unknown quantity of work					

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

Quality Assurance Specialists, Inc.
Company

03-18-14
Date

David A. Torrey
Company Representative

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 8-2014

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 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 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

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

_____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms 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 beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to 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.

Quality Assurance Specialists, Inc.
Company

David A. Toney
Company Representative

03-18-14
Date

President
Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

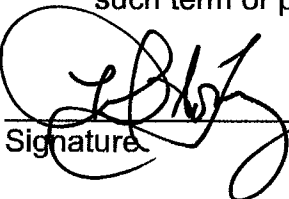
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according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

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

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



Signature

03-18-14

Date

Request for Proposal

RFP 8-2014 Asbestos Project Monitoring Services

BACKGROUND

The Lexington Fayette Urban County Government (LFUCG), Division of Facilities & Fleet Management, 1555 Old Frankfort Pike, Lexington, KY 40504 is undertaking multiple building improvement projects. These projects will require the removal of asbestos-containing materials or materials contaminated with asbestos. LFUCG is seeking a qualified Asbestos Project Monitoring Company to provide air monitoring services to verify the successful completion of that work. The project monitoring firm shall work to protect the interests of the LFUCG at all times.

SCOPE OF SERVICES

- Provide Project Air Monitoring Services one (1) year on an as needed basis, dependent on the construction schedule and progress of the work. Coordination of services will be done with a designated LFUCG Division of Facilities & Fleet Management representative. This agreement may be extended for an additional 5 (1) year renewals upon agreement of Contractor and LFUCG.
- Provide professional guidance to the project team, working on behalf of the LFUCG.
- Provide trained project monitor technicians for all work. Multiple large work areas may be under removal at any given time and potentially in different buildings.
- All PCM air samples shall be collected and analyzed by a person who has successfully completed a NIOSH 582 course or equivalent. If deemed necessary by the Owner's Representative, a course outline and the actual test showing adequate completion of NIOSH 582 equivalent may be required. The owner legally has the right to reject any firm or persons who do not meet NIOSH 582 equivalency standards.
- Laboratories analyzing PCM air samples must be actively participating in the NIOSH Proficiency Analytical Testing Program. Submittal of the previous four rounds shall be considered adequate proof of participation.
- In general the following abatement scenarios will require project monitoring services:

- asbestos abatement of flooring.
- removal of ACM ceilings.
- removal of ACM pipe fittings and insulation.
- removal of asbestos-containing debris and contaminated soil.
- removal of other possible asbestos-containing materials.
- Provide a project monitoring report after each abatement project is completed; include appropriately signed field airborne fiber analysis forms/reports, daily logs, description of abatement work (quantities, location, methods, etc.). Note: The report shall be reviewed and signed by a Certified Industrial Hygienist.
- Provide representation at progress meetings while abatement work is being performed. Representative should have significant knowledge of the project and its issues and be capable of providing guidance to the project team.

RFP EVALUATION CRITERIA:

An evaluation team comprised of members of the Selection and Evaluation Team will evaluate the RFP responses received from each Contractor. The awarding of the contract will be based on the respondent whose proposal is most advantageous to LFUCG with price and other criteria. When determining whether a respondent is responsible, or when evaluating a respondent's proposal, the following factors will be considered, any one of which will suffice to determine if a respondent is either not a responsible respondent or the respondent's proposal is not the most advantageous to LFUCG:

1. Estimated Cost of Services. (20 points)
2. Specialized experience and technical competence of the person or firm (including a joint venture or association) with the type of service required. (20 points)
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. (10 points)
4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm. (10 points)

5. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (20 points)

6. Familiarity with the details of the project. (10 points)

7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. (10 points)

In addition to addressing the criteria above, please include the following information in the proposal:

1. Name of your firm, address, phone number, contact person and email address.

2. Provide the names and contact information for at least three individuals with whom the firm has worked in the past 3 years on projects of similar scope and size.

3. Provide a fee schedule based on the following information

- Daily Monitoring Rate - Daily Monitoring rate should include cost associated with traveling to and from the project site (mileage and time), including sample drop off at the end of each shift. Includes time to setup and breakdown before and after each shift. Assumes the contractor will work an 8 hour shift, taking a 30 minute break for lunch.
- Hourly Overtime Rate – Calculated for hours of additional onsite inspection beyond 8-hours per day, not including items performed as part of the daily monitoring rate (setup, breakdown, etc.).
- PCM Sample Analysis Cost – standard
- PCM Sample Analysis Cost – same day
- PCM Sample Analysis Cost – next day
- TEM Sample Analysis Cost – standard
- TEM Sample Analysis Cost – same day
- TEM Sample Analysis Cost – next day

- Project Manager – intended to represent the hourly rate for management staff to be onsite as requested by the Owner or Construction Manager outside the management assumed involvement in the project.
- Reports – provide fee (if any) for generating written reports at the completion of each abatement project. Include all time for the development of the report by all staff who may be involved in developing the report.
- Provide additional unit cost which may help the owner to select your services or which your firm feels are typical unit cost for projects of this scope and size.

Prices quoted in response to this request for proposal shall be firm prices for the first year of the contract. After one (1) year, prices may be subject to revision based on general industry changes. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party.

Pre-proposal meeting will be held March 6, 2014, 10:00 am, at 200 E Main St, 3rd Floor Purchasing Conference Room, Lexington, KY 40507

Questions will be accepted via Economic Engine until March 11, 2014, 5:00 PM.

Proposals should be submitted by 2:00PM on March 20, 2014 in a sealed envelope clearly marked RFP 8-2014 ASBESTOS PROJECT AIR MONITORING BID PROPOSAL on the outside of the envelope to:

Sondra Stone
Lexington Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507

Proposals submitted after the deadline will be not be opened.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by LFUCG.
- e. 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.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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