

Bid 66-2024 Addendum 1

AE Electrical Solutions (Engineering & Automation Division)

Art's Electric Supplier Response

Event Information

Number: Bid 66-2024 Addendum 1

Title: Emergency Generator Replacement at Government Center

Type: Competitive Bid

Issue Date: 4/22/2024

Deadline: 5/6/2024 02:00 PM (ET)

Notes: ONLY ONLINE BIDS WILL BE ACCEPTED. PLEASE FILL OUT THE

BID DOCUMENTS AND ATTACH AS ONE PDF FILE IN THE "RESPONSE ATTACHMENTS" TAB. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTED BID DOCUMENTS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. ALL QUESTIONS REGARDING THIS BID MUST BE SUBMITTED USING THE

QUESTIONS TAB.

Contact Information

Contact: Kristie Thomas Address: Central Purchasing

Government Center Building

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: kthomas@lexingtonky.gov

AE Electrical Solutions (Engineering & Automation Division) Information Engineering & Automation Division Representative Contact: 210 Commerce Blvd Address: Frankfort KY Frankfort, KY 40601 (502) 223-5754 Phone: ea@aees.com Email: Web Address: https://www.aees.com ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents. Jeremy Dennison jdennison@aees.com Signature Email Submitted at 5/6/2024 12:17:56 PM (ET) **Response Attachments** image2024-05-06-120719.pdf Please see attachment for all files requesting information.

Price:

Emergency generator replacement at Government Center per specifications and drawings

Response Total: \$223,480.82

\$223,480.82

Total:

\$223,480.82

Bid Lines

Quantity: 1 UOM: Lump Sum

Appendix B Cost Proposal Sheet

Propose Lump Sum (LS) to remove and replace the existing 275kW Natural Gas Generator with a one for one replacement by Generac as well as replacing the existing 400A automatic transfer switch. Enter proposed lump sum (LS) in Line Items tab in IonWave.

In signing and submitting this bid, the bidder assures the CITY that the furnishing of the subject materials/components, services or equipment is under his/her control, accepts and has read all the Terms and Conditions of this BID/RFP and all of its documents. If the bidder's performance, in the event he/she is successful is contingent upon the act of another party, the bidder assures the CITY that he/she has the necessary commitments to complete the contract which may be awarded him/her.

Date: _5/6/8	2024
Submitted by:	Jeremy Dennison
Name of firm:	AE Electrical Solutions
	210 Commerce Blud. Fronkfort, Ky 4060.
Signed per: (manu	ual signature required)
Print name:	Jeremy Dennison
Title: Accou	nt Manager Email: J Dennison @ alls. com
TELEPHONE: _	502-229-4713 FAX: SO2-223-8066

PART III

Invitation to Bid No. 66-2024

Emergency Generator Replacement at Government Center

1. FOR	M OF PROPOSAL
	Place:Lexington, Kentucky
	Date: _5/6/2024
The followin	g Form of Proposal shall be followed exactly in submitting a proposal for this Work.
This Proposa	Submitted by AE Electrical Solutions
	210 Commerce Blad. Frank Fort, Ky 40601
	(Name and Address of Bidding Contractor)
business as _	called "Bidder"), organized and existing under the laws of the State of Kentucky, doing individual "a partnership", or an "individual" as applicable.
То:	Lexington-Fayette Urban County Government (Hereinafter called "OWNER") Office of the Director of Purchasing 200 East Main Street, 3rd Floor Lexington, KY 40507
Cantlyman	

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the Emergency Generator Replacement at Government Center having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder he	ereby acknowl	edges	receipt of	the fol	lowing addenda:
---------------	---------------	-------	------------	---------	-----------------

Addendum No	1 Date 4 22 2024
Addendum No	Date
Addendum No	Date
Addendum No	Date
Addendum No	
Addendum No	Date
Addendum No	Date
Addendum No.	Date

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2.	LEGAL STATUS OF BIDDER

STATE OF THE PARTY	3
AE Electric Solutions 5/6/2024	
	ess under the laws of the State of Kentucky bearing the official title ure is affixed to this Bid/Proposal, is duly author
Partnership, all of the members of which, with	addresses are: (Designate general partners as such)
n individual, whose signature is affixed to thi	is Bid/Proposal (please print name)
1	corporation duly organized and doing busin hom LFUCG ant manager, whose signat ecute contracts. Partnership, all of the members of which, with

3.	BIDDERS AFFIDAVIT
Comes	the Affiant,
	of perjury as follows:
	1. His/her name is and he/she is the individual
	submitting the bid or is the authorized representative of
	AE Electrical Solutions, the entity submitting the bid
	(hereinafter referred to as "Bidder").
	2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid
	is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life
	of the contract.
	3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the
	contract.
	4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue
	and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
	5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code
	of Ordinances, known as the "Ethics Act."
	6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances
	described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of
1	that nature or that the circumstance exists.
_\/	Jeremy Dennisa
Signa	Printed Name
Acc	ont Manager 5/6/2024
Title	Date
Compa	ny Name AE Electrical Solutions
Addres	210 Commerce Blud Fronkfort, Ky 40601
Subscri	ibed and sworn to before me by John Dennison (Affiant)
	Account Manager
of A	(Company Name) Of this 6th day of May, 2024.
n	than E Stevens
Notary seal of	Public notary] My commission expires: 7-23-25

4. <u>BID SCHEDULE - SCHEDULE OF VALUES</u>

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

Enter pricing in Line Items tab in IonWave. Page P-7 must be fully executed, signed, and attached to the bid submittal in IonWave or your bid WILL be considered non-responsive.

BID ITEM NO.	UNIT DESCRIPTION	Quantity	UNIT
1	Emergency Generator Replacement at Government Center per specifications and drawing	1	LS

Submitted by:	AE Electrical Solutions
	Address Frank fort Ky 40601 City, State & Zip
Bid must be signed: (original signature)	Signature of Authorized Company Representative - Title
	Representative/s Name (Typed or Printed)
	502-229-4713 / 502-223-8066 Area Code - Phone -Fax #
	Dennison @ ages. Com E-Mail Address
OFFICIAL ADDRESS:	
	(Seal if Bid is by Corporation)
	(Sear if Did is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

th	following statement of the Bidder's qualifications is required to be filled in, executed, and submitted the Proposal:	
	Name of Bidder: AE GERRIUM Solutions	
	Permanent Place of Business: 210 Courses BLVD Frankfort K4 400	0
	When Organized: 1971	
	Where Incorporated: <u>K</u> 4	
	Construction Plant and Equipment Available for this Project:	
	(Attach Separate Sheet If Necessary)	
	(Attach Separate Sheet If Necessary)	ee (J
	(Attach Separate Sheet If Necessary) Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three years audited financial statements to the OWNER'S Division of Procurement within seven (7) calculated the control of the owner.	ee (I

NAME	<u>LOCATION</u>	CONTRACT SUM
The Bidder has now undo	er contract and bonded the following p	projects: <u>CONTRACT SUM</u>
List Key Bidder Personne	el who will work on this Project.	
NAME	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER

The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

8.

DBE Participation on curren	t bonded projects under cont	ract:	
SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	<u>DBE</u>	% of WORK
	· — — — — — — — — — — — — — — — — — — —	>==	
-			
-	-		
-	-	_	_
	1	-	
-	N-		-
-	D-1	-	
-			

11.

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

(Name of Contracting Firm)

BY: John & ee

TITLE: LO

DATE 5-6-24

6. <u>LIST OF PROPOSED SUBCONTRACTORS</u>

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

BRANCH OF WORK-LIST	<u>DBE</u> Work	% of <u>EACH MAJOR ITEM</u>
Cumberland Machine Rio Grande Fence C	ry Move	rs

LIST OF MATERIALS/ SUPPLIERS

Item

Bidders are hereby advised that this list must be complete and submitted with the Bid. Cut sheets for all mechanical system must be included with bid submittal.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

	Euapar 2 General - Fuapar
tutomatic Transfer Switches	- General - FULDER
Annunciater - Beneral -	- Loup
THE LATER DURING	

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on t	he 5th	day of May	, 20 24 , by and
between Lexington-Fayette Urba	n County Gover	nment, acting Kerein	n called "OWNER" and
AE Electric	al Solution	15	, doing business
as *(an individual) (a partnership) (a	a corporation) loca	ated in the City of	Frankfest,
County of US	, and State of	Kentucky	, hereinafter called
"CONTRACTOR."		1	
WITNESSETH: That the CONTRA			
Dollars and 82	Cents (\$_2	23,480.82) quoted in the
proposal by the CONTRACTOR	, dated ≤ 1 Lo	12024, hereby a	gree to commence and
complete the construction described	as follows:		

SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by CMTA for the Generator Replacement at Government Center project.

2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as two hundred ten (247) days to substantial completion and an additional thirty (30) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

<u> </u>	
TITLE	
Advertisement for Bids	
Information for Bidders	
Form of Proposal	
General Conditions	
Special Conditions	
Contract Agreement	
Performance and Payment Bonds	
Addenda	
Technical Specifications and Drawings	
	Advertisement for Bids Information for Bidders Form of Proposal General Conditions Special Conditions Contract Agreement Performance and Payment Bonds Addenda

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)	Lexington-Fayette Urban County Government. <u>Lexington</u> , Kentucky
ATTEST:	(Owner)
	BY:
Clerk of the Urban County Council	MAYOR
(Witness)	(Title)
(Scal)	AE ELECTRICAL SolutiONS (Contractor)
	BY: BY
(Secretary)*	100
7000	Loo
(Witness)	(Title)
	20 POWERCE BLYD FRUNCTION KY 4000
	(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

PART VII

PERFORMANCE AND PAYMENT BONDS

- PERFORMANCE BOND
- PAYMENT BOND

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed the second	cuted in		each one of which shall be
deemed an original, this the	day of	(number)	, 20
ATTEST:			
) 	Principal	-
(Principal) Secretary			
	BY:_		(s)
		(Address)	
Witness as to Principal			
(Address)			
ATTEST:	BY:_		
		Attorney-	in-Fact
(Surety) Secretary		(Address)	
(SEAL)			
Witness as to Surety			
(Address)	TITLE:		
	TITLE.	Surety	-
	BY:		
TITLE:			

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PART VII

PAYMENT BOND

KNO	W ALL MEN BY THESE PRESENT: that
_	(Name of Contractor)
_	(Address of Contractor)
a	hereinafter
	(Corporation, Partnership or Individual)
called	d Principal, and
	(Name of Surety)
	(Address of Surety)
hereir	nafter called Surety, are held and firmly bound unto:
	LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507
Oblig of	ee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount Dollars (\$) the payment
jointly	eof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, y and severally, firmly by these presents. REAS, Principal by written agreement is entering into a Contract with OWNER for
	(project name) in accordance with drawings and
specif refere	fications prepared by: (the Engineer, if applicable) which Contract is by since made a part hereof, and is hereinafter referred to as the Contract.
make use in	THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force feet, subject, however, to the following conditions. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is ex	ecuted in	counterpar	ts, each one of
	(nu	mber)	34 5 25 75 75 75
which shall be deemed an original, this the	day of	, 20	
ATTEST:			
	-	(Principal)	-11
(Principal) Secretary			
(SEAL)	BY:		(s)
		(Address)	
(Witness to Principal)			
(Address)			
ATTEST:	-	(Surety)	-
	BY:	(Attorney-in-Fact)	
(Surety) Secretary		(Attorney-in-ract)	
(SEAL)			
Witness as to Surety		(Address)	
(Address)			

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

Addendum Number			<u>Title</u>	Date
1.	Bid	66-2024	Emergency Generator Replacement	4/22/2024
2.				
3.				
4.				
5.				

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that (Name of CONTRACTOR) (Address of CONTRACTOR) . hereinafter (Corporation, Partnership, or Individual) called Principal, and (Name of Surety) (Address of Surety) hereinafter called Surety, are held and firmly bound unto LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507 hereinafter called "OWNER" in the penal sum of:), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, Principal by written agreement is entering into a Contract with OWNER for (project name) in accordance with drawings and specifications prepared by: (the Engineer, if applicable) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the OWNER. Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

8. <u>AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-</u> CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing:

- 1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- That the attached bid has been arrived at by the Bidder independently, and has been submitted
 without collusion with, and without any agreement, understanding or planned common course
 of action, with any other contractor, vendor of materials, supplies, equipment or services
 described in the Invitation to Bid, designed to limit independent bidding or competition;
- That the contents of the bid or bids have not been communicated by the Bidder or its
 employees or agents to any person not an employee or agent of the Bidder or its surety on any
 bond furnished, with the bid or bids, and will not be communicated to any such person, prior
 to the official opening of the bid or bids;
- That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
- 6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
- That I have fully informed myself regarding the accuracy of the statements made in this statement.
- That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:
NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:
NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:
NAME OF INDIVIDUAL:
POSITION/TITLE:

STATEMENT OF EXPERIENCE:	
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	

^{*} Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #_ /2024

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				at .
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.

AE ELECTRICAL SOLUTIONS	John & ree
Company	Company Representative
5-6-24	Con
Date	Title



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 66-2024

The substituted MWDBE and/or veteran 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 Procurement 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
N/A					
2.					
3.					
4.					
Te.					

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.

AE ELECTRICAL SolutionS

Company

Company Representative

Date

Title



Company Name

MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #_ しんー 24

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Contact Person

Address/Phone/Email			Bid Package / Bid Date					
MWDBE Company Addres	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	Veteran
NIA								

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

The undersigned acknowledges that all information is contract and/or be subject to applicable Federal and S	accurate. Any misrepresentation may result in termination of the tate laws concerning false statements and claims.
AR ELECTRICAL SOLUTIONS	John Lee
Company	Company Representative
5-6-24	Loo
Date	Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

- Loject i finite/ C	Contract #			Work Period/	From:		To:	
Company Name:				Address:				
Federal Tax ID:				Contact Persor	1;			
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	
NA								

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

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

M/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation,

even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

The undersigned acknowledges that all informat	ion 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.	() () (
AE ELECTRICAL SOLUTIONS	John se
Company 5-6-24	Company Representative
Date	Title

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small

Businesses as Subcontractors contact:

Sherita Miller, Division of Procurement Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor, Room 338 Lexington, Kentucky 40507 859-258-3323 smiller@lexingtonky.gov

12. AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

- 1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
- 2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall

be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

- 3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

- administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders,
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 - (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
 - (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

- Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by

the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients

shall certify and disclose accordingly.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(I). Funds may not be provided to excluded or disqualified persons.

- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.
- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of the laws identified in this paragraph to LFUCG.

Signature

Date

END OF SECTION

13. PRE-BID CONFERENCE

A pre-bid conference is scheduled for April 26, 2024, 9:00 a.m. at 200 East Main Street, Lexington, KY.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of AE ELECTRICAL SOLUTIONS

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

12. WORKFORCE ANALYSIS FORM

Name of Organization: AE ELECTRICAL Solution =

Categories	Total	(Market)	hite Not anic or tino)	Hispa Lat		Blac Afric Amer (N Hispa Lat	ean- rican ot nic or	Haw and (Pac Islan (N	tive raiian Other cific nder lot anic or	His	n (Not panic atino	Alask (not H	nerican dian or an Native ispanic or atino	races Hispa	r more (Not nic or ino	То	tal
		M	F	M	F	M	F	М	F	M	F	M	F	M	F	M	F
Administrators		13	10										1 1	1		13	10
Professionals										191			1	البلدة	1 - 4:		
Superintendents		1 3 2 4				11 11		1					-		100	_	
Supervisors		7						- 1					4 - 4			7	
Foremen		lo			-		1	1111								10	41
Technicians		100	3			3	_		j	-	J					100	16
Protective Service			= "	1	F = .											-	
Para-Professionals						1							-				
Office/Clerical		11, 14,						1									
Skilled Craft		31 2 1											4				
Service/Maintenance					7			1771		-			1 - 1				100
Total:	(1)				1												

Prepared by:

(Name and Title)

Date: 5 16 123

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT

Risk Management of Part V (Special C	at this time, the undersign onditions), including all re	ned agrees to provide the above Named Is equirements, and conditions:			A.M. B	
Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	Code	Rating
SC-2 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	S			
SC-2 – see provisions	AUTO	\$1,000,000/per occ.	S			
SC-2 – see provisions	EXC/UMB	\$5,000,000/per occ.	S			
SC-2 – see provisions	WC	Statutory w /endorsement as noted	S			
SC-2 – see provisions	EL,	\$100,000,000		11		
ection 2 includes required provisions, start len submitting. LOULNEUS TNS agency or Brokerage S WELLIUSTON treet Address EXECUTOR	Snou P	Loo	Name of Authorized I			

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

14. DEBARRED FIRMS

Date

PROJECT NAME: EM SENERATOR LETLINE MENT
BID NUMBER: 66-2024
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KY
All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.
The undersigned hereby certifies that the firm of AE Electronal Solutions has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.
AE CLEATOLAL SOLUTIONS Name of Firm Submitting Bid
Signature of Authorized Official
Title
5-6-24

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name:	AE ELECTRUSE SoluTI	TONS	
Project:	66-2024		
Printed Name	and Title of Authorized Representative:	JOHN LEE	Coo
Signature:	John Lee		
Date:	5-6-24	e e	

END OF SECTION

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor 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 contractor 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

its employment policies and practices.

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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,

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

or equipment hereinafter entered into the following provisions:

- (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 contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the



Van Meter Insurance 181 Prosperous Place Lexington, KY 40509 Attn: Lakala Carter

Approved	Declined

BID BOND REQUEST FORM

Contractor: AE Electrical Solutions,

210 Commerce Blvd, Frankfort, Ky 40601

Owner: **LFUCG**Complete Address:

200 East Main Street Lexington KY 40507

Job Description: Emergency Generator Replacement at Government Center

Type Bond: Bid

5% Performance 100%

Payment 100%:

Form: Own

Copies: 3

Bid Date: 5/6/2024

Contract Date:

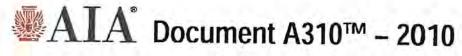
Bond Date:

Est. Contract Amt. \$325,000.00

Contract /Bond Amt.

MAINTENANCE PERIOD	PROBABLE TERM	PENALTY	RETAINAGE
1 year	4 Months	\$250/\$250/Day	10%

RESULTS AND BIDDERS NAMES	AMOUNT
LOW	\$
2ND	\$
3RD	\$
HIGHEST	\$
ENGR'S ESTIMATE	s



Bid Bond

CONTRACTOR:

(Name, legal status and address) Arts Electric, Inc. dba AE Electrical Solutions

210 Commerce Blvd Frankfort, KY 40601 OWNER:

(Name, legal status and address) Lexington/Fayette Urban County Government 200 E. Main St., 3rd FI Lexington, KY 40507

BOND AMOUNT: 5% of Amount Bid

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

ONE WEST NATIONWIDE BLVD., 1-14-301 This document has important legal COLUMBUS, OH 43215

consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Name, location or address, and Project number, if any) Emergency Generator Replacement at Government Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th

day of May

2024

Arts Electric, Inc. dba AE Electrical Solutions (Witness) Nationwide Mutual Insurance Company for Edwards (Surety) (Title) LaKala Carter, Attorney-in-Fact CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original iss

changes will not be obscured.

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: KENNY ALBERT; LAKALA CARTER; MELISSA PROPST; STEVEN M BAAS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

INLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024 Scylarie Bulieno Matthe

My Commission Expires

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

<u>JNICKERSO</u>N

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

1/23/2024

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 have ADDITIONAL INSURED provisions or 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). CONTACT Jennifer Nickerson **Houchens Insurance Group** PHONE (A/C, No, Ext): (859) 977-5310 4106 FAX (A/C, No):(270) 843-8808 505 Wellington Way Lexington, KY 40503 E-MAIL ACDRESS: jnickerson@higusa.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Old Republic Insurance Company 24147 INSURER B: Cincinnati Insurance Company INSURED 10677 Arts Electric, Inc. dba AE INSURER C: **Electrical Solutions** INSURER D : 210 Commerce Blvd Frankfort, KY 40601 INSURER E INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS 1,000,000 X COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) 500.000 CLAIMS-MADE | X OCCUR MWZY31682323 2/1/2024 2/1/2025 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY X IPP X LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 2,000,000 AUTOMOBILE LIABILITY X ANY AUTO MWTB31682423 2/1/2024 2/1/2025 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY 10,000,000 B X UMBRELLA LIAB X OCCUR **EACH OCCURRENCE** ENP0648230 2/1/2024 2/1/2025 10,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED | X | RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE MWC31682223 2/1/2024 2/1/2025 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A 1.000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Installation Floater ENPARAR230 2/1/2024 2/1/2025 Any One Location 2.000.000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZED REPRESENTATIVE **BUILDING INSPECTION/ELECTRICAL** School / Solotte

ILEXINGTON, KY 40507 ACORD 25 (2016/03)

200 E MAIN STREET 9TH FLOOR

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