



LEXINGTON

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: Dec 29, 2025

## INVITATION TO BID #140-2025 Environmental Abatement Services

**Bid Opening Date:** January 16, 2026

**Bid Opening Time:** 2:00 PM

**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on January 16, 2026. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<b>Check One:</b>		<b>Proposed Delivery:</b>
<input type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	_____ days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes _____ No		

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: Bluegrass Asbestos Abatement LLC.  
*Firm Name*

4525 Prince Albert Way  
*Address*

Lex, Ky 40515  
*City, State & Zip*

**Bid must be signed:** JAKIE MAX COMBS  
*Signature of Authorized Company Representative - Title*

JAKIE M COMBS  
*Representative's Name (Typed or printed)*

859-283-7070  
*Area Code - Phone - Extension*      *Fax #*

MAX COMBS 7104AHOO.COM  
*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, Jakie M Combs, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jakie M Combs and he/she is the individual submitting the bid or is the authorized representative of Bluegrass Asbestos Abatement LLC 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 the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Jakie M Combs

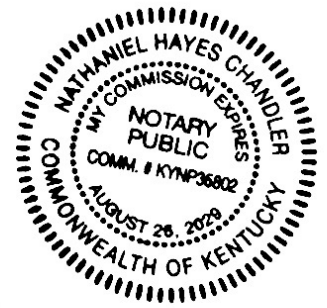
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jakie Combs on this the 10th day of January, 2026.

My Commission expires: August 26th, 2029

[Signature]  
NOTARY PUBLIC, STATE AT LARGE



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

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

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

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

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

### **Key Benefits**

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

## **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

## **C. GREEN COMMUNITY**

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

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

Yes   X        No       

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
  - F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
  - G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
  - H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
  - I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
  - J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
  - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
  - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
  - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
  - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
  - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
  - P. All material furnished hereunder must be in full compliance with OSHA regulations.
  - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
  - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
  - S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
  - T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

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

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year renewals. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. **Price Changes (Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

## 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.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.

Jackie M Combs  
Signature

Bluegrass Asbestos Abatement LLC  
Name of Business

## **GENERAL PROVISIONS OF BID CONTRACT**

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

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

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

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

Jakir M Combs  
Signature

1-10-2026  
Date



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women's Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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 the Division of Procurement for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.	DOES NOT APPLY TO US			
3.				
4.				

The undersigned company representative submits the above list of MWDBE and veteran 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.

Bluegrass Assessors Aertored LLC  
Company

JALIE M COMBS  
Company Representative

1-10-26  
Date

OWNER  
Title





## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note:** Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Data: The Contractor is required to provide the Owner with detailed data concerning the Contract at the completion of each contract year or at the request of the Owner at other times. The Owner reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, and services rendered.
- 2.2 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the Owner's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Owner shall promptly notify the Contractor of such default and if adequate correction is not made within two (2) days, the Owner may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the Owner, either the Owner or the Contractor may terminate this Contract by giving thirty (30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

### 2.3 Contract Coordinator, Project Monitor, and Clarification of Responsibilities:

- 2.3.1 Contract Coordinator: The Contract Coordinator shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this contract. The Owner's Contract Coordinator shall be Scott Kelsey, Trades Supervisor, 1555 Old Frankfort Pike, Lexington, KY 40504, 859-537-1079.

The alternate Contract Coordinator shall be:

Mike Wiley, Deputy Director Facilities Management, 1555 Old Frankfort Pike, Lexington, KY 40504, (859) 425-2231.

- 2.3.2 Project Monitor: The Project Monitor shall be an Owner representative or a designated representative paid by the Owner. Asbestos abatement: The Project Monitor shall conduct all air sampling, visual clearance inspections, and project monitoring for the Owner in accordance with all applicable local, state and federal standards notably KY EPA Division for Air Quality 401 KAR 58:005 (accreditation of asbestos professionals), 401 KAR 58:025 (asbestos NESHAP standards), 401 KAR 58:040 (certification and work practice requirements for abatement entities). In addition the Project Monitor shall act as the Owner's agent under this contract. Lead-based paint abatement: The Project Monitor shall conduct all visual clearance inspections and wipe sampling for the Owner in accordance with all applicable local, state and federal standards notably KY Department of Public Health Environmental Lead Program 902 KAR Chapter 48, KRS 211.9065 to 211.9079, and KRS 211.990. Mold Remediation: The Project Monitor shall conduct all post remediation verification inspections and sampling for the Owner in accordance with IICRC S500

(Standard and Reference Guide for Professional Water Damage Restoration, 2006 3rd Edition) and IICRC S520 (Standard and Reference Guide for Professional Mold Remediation, 2008 2<sup>nd</sup> Edition).

- 2.4 Assignment: Neither party of the Contract shall assign the Contract nor shall the Contractor assign any money due or to become due.
- 2.5 Payments: The Contractor is required to submit to the Contract Coordinator per-job billing documentation for verification of accuracy and an approval signature before being submitted for payment. Payment will be upon submittal of an invoice to the Owner's Project Manager by the Contractor on a Net 30 basis. Invoices must include a purchase order number, an itemized list of materials used, labor employed, Owner Work Order number, project name(s), project date(s) and other data as requested.
- 2.6 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Owner. If the Contract Coordinator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Coordinator.
- 2.7 Parking Regulations and Use of Walkways: The Contractors vehicles and those of their employees working on LFUCG properties must coordinate parking with the LFUCG Division of Facilities & Fleet Management.
- 2.8 Safety and Environmental Management: The Contractor may be required to follow Owner safety and environmental policies. This may include but not be limited to excavations, confined spaces, control of hazardous energy, non-asbestos hazardous waste, fire protection, and fall protection. These policies and procedures will be discussed prior to each job with the Contract Coordinator as necessary. The Contractor shall notify the Contract Coordinator, in writing, immediately in case of serious injury/illness to any contractor employee while on Owner property.

END SECTION TWO

**SECTION THREE  
PERFORMANCE TERMS AND CONDITIONS  
DOCUMENTATION**

**3.0 DOCUMENTATION**

**3.1 THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL:**

- 3.2.1** The Contractor has submitted proof, satisfactory to the Contract Coordinator that required permits, site location, and arrangements for transport and disposal of waste materials have been made.
- 3.3.1** The Contractor has submitted documentation, satisfactory to the Contract Coordinator, that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents working on Owner property who may be exposed to airborne contaminants or who may be responsible for any aspects of abatement activities, have received adequate training and KY EPA certification. Training and certification of Contractor personnel working at the Owner must be current and maintained by annual refresher training and successful annual certification renewal.
- 3.4.1** The Contractor has submitted manufacturer's certification to the Contract Coordinator that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to current ANSI standards.
- 3.5.1** The Contractor has submitted documentation to the Contract Coordinator of NIOSH approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- 3.6.1** The Contractor has submitted documentation to the Contract Coordinator of respirator fit-testing for all Contractor employees and agents who must enter the work area. This fit-testing shall be in accordance with local, state and federal standards. This information must be updated as necessary to demonstrate uninterrupted compliance.
- 3.7.1** The Contractor has submitted documentation to the Contract Coordinator from a physician that all employees or agents who may be required to wear negative pressure respirators have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing a respirator without suffering adverse health effects. In addition the Contractor shall submit documentation to the Contract Coordinator that personnel have received medical monitoring as per local, state and federal standards. This information must be updated as necessary to demonstrate uninterrupted compliance.

**THE CONTRACTOR SHALL MAINTAIN CURRENT SUBMISSIONS OF THE ABOVE DOCUMENTS FOR THE LIFE OF THE CONTRACT.**

END SECTION THREE

SECTION FOUR  
PERFORMANCE TERMS AND CONDITIONS  
ABATEMENT

4.0 ABATEMENT:

4.1 Labor: The Contractor shall provide a Supervisors and Workers satisfactory to the Contract Coordinator, as needed.

4.1.1 The Contractor's on-site Supervisor must be one of the following as applicable: a) certified by KY EPA Division for Air Quality as an Asbestos Project Supervisor; b) Lead Hazard Abatement Supervisor per KY Dept. for Public Health; c) A person certified as a Certified Mold Remediation specialist by Indoor Air Quality Association, or maintaining an equivalent certification by a nationally recognized program and organization.

4.1.2 The Contractor's Supervisor may direct multiple crews at the work site.

4.1.3 Contractor personnel assigned to work under this contract must have demonstrated experience in performance of asbestos, lead-based paint and mold abatement. The assigned personnel must be knowledgeable in the types of hazards and had experience in work of this type.

4.1.4 Contractor personnel involved with work of this nature must have training as required by OSHA and the policies of the Owner as directed by the Contract Coordinator for work of this nature prior to assignment to work at the Owner.

4.1.5 Contractor personnel assigned to work at the Owner must have understanding of the hazards associated with and demonstrated experience in the clean-up of bird, bat, mouse, rat or other animal droppings and carcasses.

4.1.6 Contractor personnel assigned to work at the Owner must have an understanding of the hazards and work practices associated with and demonstrated experience in renovation/demolition activities that impact materials contaminated with mold.

4.1.7 Contractor personnel assigned to work at the Owner must have an understanding of the hazards associated with lead exposure, proper work practices, clearance procedures and appropriate training when work is to be performed in child-occupied areas as defined and required in the EPA's Renovation, Repair and Painting Rule.

4.2 Decontamination Unit: The Contractor shall provide a portable, mobile, self-contained decontamination unit that can be mobilized to smaller jobs.

4.3 Materials: The Contractor shall provide new or used materials and equipment that are undamaged and in serviceable condition. The Contractor shall provide only materials and equipment that are recognized as being suitable for the intended use by compliance with all applicable local, state and federal standards.

**4.4 Substitutions:** The Owner will consider submittals for substitutions of materials, equipment and methods only when such submittals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

**4.5 Storage:** The Owner will provide space to park a waste storage trailer and an equipment storage trailer that can be accessed during mutually agreed working hours.

**4.6 Prior to Abatement Activities, on a per-project basis:**

**4.6.1** The Contractor shall complete, with the assistance of the Contract Coordinator and guidance of the Project Monitor, any required notifications. The Contractor must be able to complete the abatement in a time period to be determined by the Owner.

**4.6.2** The Contract Coordinator or designee shall:

a) Be provided a copy of the state notification when required,

b) Notify occupants of work areas that may be disrupted by the abatement, of project dates and requirements for relocation. Arrangements must be made, prior to the start of work, for relocation of desks, files, equipment, and personal possessions to avoid unauthorized access into the work area. Notification will include users of the building to prevent unauthorized access. The Owner shall also coordinate establishing a general work area for Contractor use.

c) Provide to the Contractor information concerning Owner policies, access, shutdown, and protection requirements of certain equipment and systems in the work area.

d) Facilitate progress meetings as needed.

**4.6.3** The Project Monitor shall submit to the Contractor, as needed, results of historic air sampling and bulk sampling including location of samples, name of Project Monitor, equipment utilized and method analysis.

**4.7 During Abatement Activities:**

**4.7.1** The following shall be submitted by the Contractor to the Project Monitor for inclusion in reports provided to the Contract Coordinator:

a) Daily copies of work site entry log books with information on worker and visitor access.

b) Logs documenting filter changes on respirators, HEPA vacuums, HEPA ventilation units, and other engineering controls.

c) Results of materials testing conducted during the abatement for purposes of utilization during abatement activities (e.g. testing of encapsulant for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces, etc.).

4.7.2 The Contractor shall maintain copies of all standards, regulations, codes, and other applicable documents, at the work site. The Contractor shall post, in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, the Contract Coordinator, Project Monitor, the testing laboratory, and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officer). Off hour phone numbers shall also be posted in the event of an emergency.

4.8 Post-Abatement Requirements: The Contractor shall submit to the Contract Coordinator, copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill clearly indicating the following:

- a) Date
- b) Time
- c) Amount of material received
- d) Authorized person's signature from permitted landfill
- e) Name and address of transporter
- f) Driver's signature
- g) Name and address of permitted landfill operator
- h) Date and time material is to be land filled

4.8.1 The Contractor will supplement the Waste Shipment Record that is submitted to the Contract Coordinator with a list of all activities that contributed to each specific load of waste.

4.8.2 The Contractor shall provide project specific documentation to the Contract Coordinator or the Project Manager as requested. This would include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed.

#### 4.9 Site Security:

4.9.1 Access to each work area is to be restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, Owner employees and representatives, state and local inspectors, and other designated individuals.

4.9.2 Entry into the work area by unauthorized individuals shall be reported immediately to the Project Monitor by the Contractor.

4.9.3 If a containment structure is required, a log book shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in and time out for each entry.

**4.9.4** If a containment structure is required, access to the work area shall be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc ) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during the removal of containerized waste from the work area, and emergency exists in case of fire or accident. Emergency exits shall not be locked to prevent egress or blocked whatsoever. However, they shall be sealed with polyethylene sheeting, labeled, and taped until needed.

**4.9.5** Contractor shall have control of site security during abatement operations in order to protect work efforts and equipment.

**4.10 Emergency Planning:**

**4.10.1** Emergency planning shall be developed by the Contractor and submitted to the Contract Coordinator prior to abatement initiation.

**4.10.2** Emergency planning shall include notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area.

**4.10.3** Contractor employees shall be trained in proper evacuation procedures in the event of workplace emergencies.

**4.10.4** Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

**END SECTION FOUR**

**SECTION FIVE  
BID SUBMITTAL CONTENT**

**5.0 BID SUBMITTAL CONTENT:**

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the Owner. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

**5.1 Business Profile:**

**5.1 .1** No financial statements are required to be submitted with your bids, however, prior to an award the Owner may request financial statements from your company, credit reports and letters from your bank and suppliers.

**5.1.2** Please submit with your bid a detailed history and description of your company and any published reports about your company.

**5.2 Pricing:** The bid shall be in the form of a firm price for each line item. The bid price shall include charges such as installation, shipping, insurance, waste transport and disposal, and all other costs. Charges not specified in the bid will not be honored. The Owner may or may not provide some materials as needed (i.e., construction fencing, plywood, strapping, etc.). The Owner will not be billed more than once for reused items. Any items purchased by the Owner that could be reused shall remain on Owner property. Note: Applicable to the Primary and Secondary Contractor.

**5.2.1 Labor and Wages:** Rates must include, in addition to wages, benefits, and taxes, costs for all personnel protective equipment used by employees while performing duties under this agreement including, but not limited to, respirators, respirator cartridges, boots, gloves and suits, safety goggles, ear plugs, and hard hats. These rates must also include all abatement equipment, including, but not limited to decontamination facility, ladders, hand and power tools, generators, all vehicles, and any supplies not itemized above.

Billing time for labor rates will begin when workers arrive on the job site, and end when workers leave the job site. Overtime will be paid only when time on site exceeds forty (40) hours per week and must be approved by the Contract Coordinator, or if the Owner requests emergency response outside of mutually agreed working hours. The normal work week will consist of ten (10) hour days Monday through Thursday or eight (8) hour days Monday through Friday.

		Standard Rate	Overtime Rate
1	Asbestos Supervisor	\$ <u>45</u> /hr	\$ <u>55</u> /hr
2	Asbestos Worker	\$ <u>35</u> /hr	\$ <u>40</u> /hr
3	Lead Supervisor	\$ <u>35</u> /hr	\$ <u>40</u> /hr
4	Lead Worker	\$ <u>35</u> /hr	\$ <u>40</u> /hr
5	Mold Supervisor	\$ <u>45</u> /hr	\$ <u>45</u> /hr
6	Mold Worker	\$ <u>40</u> /hr	\$ <u>45</u> /hr

- 5.3 Prior Experience and References: Bidders shall demonstrate prior experience on asbestos, lead-based paint, and mold abatement through the submission of description of projects and reference information, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's time and materials work). A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person and telephone number. Include descriptions of projects, locations, service agreements, and records of all air monitoring data that were generated during the project.
- 5.4 Certification: Bidders and their employees must be certified as required by KY EPA and Dept. for Public Health for the purpose of asbestos and lead-based paint abatement. Submit proof of certification.
- 5.5 Response Time for Unscheduled Work: Bidders must indicate response time from phone contact by the Owner until personnel arrive on site to start work on a project.
- 5.6 Re-insulation: Some asbestos projects may require re-insulation. Occasionally re-insulation is required immediately after the asbestos abatement activity is completed. Bidders should describe how they would secure these services.
- 5.7 Citations, Penalties, and Claims: Bidders shall submit a notarized statement signed by an officer of the company, containing the following information:
- 5.7.1 A record of any citations issued by Federal, State, or local regulatory agencies relating to abatement activities. Include projects, dates, and resolutions, if any.
  - 5.7.2 A list of penalties incurred through non-compliance with abatement project specifications, including liquidated damages, overruns in schedule time, limitations and resolutions.
  - 5.7.3 Situations in which an asbestos, lead-based paint or mold related contract has been terminated including projects, dates, and reasons for terminations.

END SECTION FIVE

## **STANDARD OPERATING PROCEDURE**

**This summary represents how the Abatement Contract interfaces with LFUCG's O & M Plan.**

- 1 LFUCG representative notifies LFUCG Division of Facilities Management for need of project.**
- 2 LFUCG Division of Facilities Management evaluates and determines its priority among other pending projects.**
- 3 Once the go-ahead for a project is received, LFUCG Contract Coordinator requests a cost projection from each Contractor to complete work. Contractor will have 48 hours after receipt of request for cost projection to submit cost quote to Contract Coordinator. Contract Coordinator shall provide the Owner's schedule for completing this project. The Contractor with lowest bid who is able to meet specified time frame will be awarded project.**
- 4 Contractor's cost projection must include a general work plan and specify any necessary work-practice waivers necessary for completion of the work. The work plan and waiver request will be reviewed by Division of Facilities Management.**
- 5 Once a cost submittal, work plan, and waiver request are established and accepted by the Owner, the Contractor processes a KY EPA or Dept. for Public Health notification form as required. Any waivers will be included in the notification.**
- 6 Contractor is expected to complete work as agreed. Delays, foreseen and unforeseen, must be reported to Contract Coordinator as soon as possible.**

parties that have received a copy of the bid.

It is preferred that all questions be submitted via IonWave at <https://lexingtonky.ionwave.net>

END SECTION ONE

**Lexington-Fayette Urban County Government  
Request for Bid  
#140-2025 Environmental Abatement Services**

**SECTION ONE**

**1.0 GENERAL INFORMATION:**

- 1.1 Definition of Parties: The Lexington Fayette Urban County Government (LFUCG) will hereinafter be referred to as the "Owner." Respondents to the bid shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.2 Purpose: The LFUCG is seeking bids for the purpose of establishing a price contract for asbestos, lead-based paint, and mold abatement services. The LFUCG reserves the right to award contract to multiple, qualified Bidders and request a lump sum quote for each project from each Contractor based on prices submitted in bid.
- 1.3 Scope: Contractor shall undertake, perform, and complete all services, labor, equipment, supplies, materials, disposal of waste, and do everything necessary to provide the LFUCG with various asbestos abatement, lead-based paint abatement, mold abatement services and associated operation and maintenance activities. The work shall be conducted by competent and willing persons, certified and qualified in the techniques of asbestos abatement, lead-based paint abatement, mold remediation and subsequent cleaning of contaminated areas. Small-sized projects associated with renovation activities may also be included under this contract. The Contractor may also be tasked to perform activities where their expertise in the construction of enclosures, vacuuming and cleaning and use of ventilation units would benefit activities performed by Owner staff. Examples would include control of epoxy paint fumes and guano removal.

All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos, lead-based paint, & mold abatement and any other trade work done in conjunction with the abatement. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.

The Contractor will provide abatement services for projects which have met two conditions: 1) the Owner's Division of Facilities Management has approved the project prior to any work beginning; 2) The Contractor must be able to complete the abatement in a time period to be determined by the Owner.

The Owner is not required to provide a 10-day notification to KY EPA Division for Air Quality for much of its O&M work. Bidders should not expect a 10-day window for planning each job.

- 1.4 Communication with the Owner: It is the responsibility of the bidder to inquire about any requirement of this solicitation for bid that is not understood. Responses to inquiries, if they change or clarify the bid in a substantial manner, will be forwarded by addenda to all

**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**

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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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### 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 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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, 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

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.

## **INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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**

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 or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Environmental Pollution Liability	\$1 million per occurrence
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and 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. 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.
- d. 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.

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

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

N/A

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: NOT APPLICABLE Date: 1-16-26  
 Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
 Contact Name: Jalie Combs Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

(Click or tap here to enter text.)

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

Bluegrass Assessments  
Company  
1-10-26  
Date

Jakie M Combs  
Company Representative  
Owner  
Title

4870-1925-6809, v. 1