



March 25, 2013

Ms. Sondra Stone
Lexington Fayette Urban County Government
Division of Environmental Policy
200 East Main Street
Lexington, KY 40507

Dear Ms. Stone:

Triton Services, Inc. is pleased to provide Lexington Fayette Urban County Government with a price to perform plumbing services.

Triton is a full service mechanical contractor. We have been performing plumbing installations, replacements, repairs, and preventative maintenance for 11 years. Our work ranges in size from small jobs of less than a hundred dollars to very large, multi-million dollar jobs.

Triton's team would like to the opportunity to serve as the Lexington Fayette Urban County Government's service supplier for all its plumbing needs.

If you have any questions or need further information, I can be reached at: 859-447-9302.

Best Regards,



Richard Schock
Vice President

RS/jas

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
REQUEST FOR BID
25-2013 Plumbing Services**

SCOPE

This request for bid is to establish a price contract for plumbing installation, replacement, and/or repair services for the Lexington-Fayette Urban County Government. The Contractor shall provide plumbing installation, replacement, and/or repair services of varied types on an "as needed" basis. The items to be installed, replaced, and/or repaired shall include piping, fixtures, yard hydrants, water heaters, plumbing inspections, and any other items related to plumbing work. Each job to be completed under this contract shall be quoted on a lump sum basis. The work shall be performed at various locations.

The Contractor shall do all the work and furnish all the management, supervision, labor, materials, tools, equipment, and incidentals necessary for the performance and completion of this contract.

The LFUCG reserves the right to award contract to multiple, qualified Bidders.

If determined necessary by LFUCG, it is required that the Contractor be available to meet with the Project Manager or his representative(s) within two (2) hours of being notified of a proposed project, to discuss the project. The Project Manager or his representative(s) shall determine the extent of the work to be performed. The Contractor shall, within one (1) working day following initial contact, provide the Project Manager or his representative with a written cost estimate (lump sum) and work schedule, including the starting and completion date. Time of completion for such project(s) will be determined with the approval of the Project Manager. All cost estimates prepared by the Contractor shall be at no cost to the LFUCG. The Contractor agrees that these estimated costs will be the maximum project cost if accepted by the LFUCG. The Contractor agrees that the LFUCG shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the written cost estimates. The Contractor shall complete project(s) within the time period specified unless a time extension has been approved by the Project Manager.

Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications, special provisions, and plan requirements, and is responsible for calling any discrepancies or special problems to the attention of the Project Manager.

Scheduling: Contractor shall coordinate with other trades affected by the work. Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or subcontractors working on the project, particularly where they affect

his/her work, and shall coordinate his/her work with that of other Contractors to ensure efficient and orderly progress of the work.

Warranties/Guarantees: For a period of one year from the date of issuance of the final payment for the work, the Contractor shall furnish and install, without cost to the LFUCG, any and all work which, in the judgment of the LFUCG, proves defective in materials and/or workmanship.

Product Delivery, Storage and Handling: Deliver materials with manufacturer's tags and labels intact. Handle and store to avoid damage.

Cleanup: Site is to be left free of all trash and debris daily.

BIDDER QUALIFICATIONS

Each Bidder must submit with their Bid the following information:

- A. A statement, on company letterhead, stating that the Bidder's primary business is plumbing installation, replacement, and repairs and that the Bidder has been regularly and actively engaged in the plumbing contracting business, for a minimum of three years.
- B. A list of at least three references for jobs performed in the past year that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference.
- C. Before contract award, bidder must hold a valid business license, be compliant with LFUCG Department of Revenue, and hold a valid contractor's license.

FAILURE OF A BIDDER TO SUBMIT THE REQUIRED INFORMATION AND TO POSSESS THE MINIMUM EXPERIENCE OUTLINED ABOVE MAY RENDER SUCH BID NON-RESPONSIVE AND SUCH BID MAY NOT BE CONSIDERED FOR AWARD.

The LFUCG does not guarantee the amount of work to be performed or that any work will be performed under this contract.

REQUIRED SUBMITTAL

- 1) A statement, on company letterhead, stating that the Bidder's primary business is plumbing installation, replacement, and repairs and that the Bidder has been regularly and actively engaged in the plumbing contracting business, for a minimum of (3) three years.
- 2) A list of at least three references for jobs performed in the past year that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference.
- 3) Contractor must hold a valid business license and be current with the Division of Revenue, LFUCG.
- 4) Contractor must be a registered contractor in Lexington-Fayette County.
- 5) Pricing:

	Hourly Rate Regular	Hourly Rate Overtime
Master Plumber	\$ 69.30	\$ 96.39
Journeyman Plumber	\$ 63.00	\$ 87.30
Plumber Helper	\$ 36.00	\$ 51.30

NOTE TO BIDDER:

Failure to provide all information requested on this page may result in disqualification of bid. Questions on bidding should be directed to Division of Central Purchasing, Sondra Stone, 859.258.3320.

INVITATION TO BID

Bid Invitation Number: 25-2013

Date of Issue: 03/12/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/26/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: various

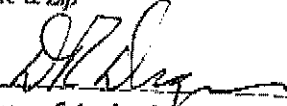
Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Quantity	Commodity/Service
Price Contract	Plumbing Services

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

Submitted by: Triton Services, Inc.
Firm
8162 Duke Blvd.
Address
Mason, OH 45040
City, State & Zip

**Bid must be signed:
(original signature)**



Signature of Authorized Company Representative - Title
David R. Deger
Representative's Name (Typed or printed)
513-679-6800 513-679-6807
Area Code - Phone - Extension Fax #
ddeger@triton-services-inc.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, David R. Deger, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is David R. Deger and he/she is the individual submitting the bid or is the authorized representative of Triton Services, Inc.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

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

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

Further, Affiant sayeth naught.

David R. Deger
David R. Deger

STATE OF Ohio

COUNTY OF Warren

The foregoing instrument was subscribed, sworn to and acknowledged before me by David R. Deger on this the 26 day of March, 2013.

My Commission expires: 6-10-2015

Arlene C. Stephens
NOTARY PUBLIC, STATE AT LARGE
ARLENE C. STEPHENS
My Commission Expires
6-10-2015

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes 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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #25-2013 Plumbing Services"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of N/A 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must

maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
- () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 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 quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. Procurement Level Contract
- 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. 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.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, 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. 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.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature David R. Deger

3-26-13
Date

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The **APPARENT LOW BIDDER** shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the **BIDDER'S** bid be accepted, a **Performance Bond** or **Certified Check**, payable to the Lexington-Fayette Urban County Government, in the penal sum of **100%** of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

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

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature David R. Deger

Triton Services, Inc.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Triton Services, Inc.

Date: 3- / 26 / 13

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	8	4	1								
Professionals								3		7	1
Superintendents	6	6									
Supervisors										6	
Foremen	16	15	1								
Technicians										15	1
Protective Service											
Para-Professionals											
Office/Clerical	8	2	6								
Skilled Craft	78	71						7		2	6
Service/Maintenance										78	
Total:	116	98	8					7	3	108	8

Prepared by: Kim Rosendahl Office Manager
Name & Title

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

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

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

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

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF BIDDER

- 4.1 The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 Failure to submit this information as requested may be cause for rejection of bid.

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 1. A periodical in general circulation throughout the region
 2. A Minority-Focused periodical in general circulation throughout the region

3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark

mclark@lexingtonky.gov

859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development

tyra@commercelexington.com

859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown

sbrown@tsmsdc.com

502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC

ddharbut@uky.edu

Shawn Rogers, UK SBDC

Shawn.rogers@uky.edu

Shiree Mack

smack@uky.edu**Community Ventures Corporation**

James Coles

jcoles@cvcvky.org

859-231-0054

Kentucky Department of Transportation

Shella Jarvis

Shella.Jarvis@ky.gov

502-564-3601

KPAP

Debbie McKnight

Debbie.McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov**Ohio River Valley Women's Business Council**

Rea Waldon

rwaldon@orcw.org

513-487-6534

Kentucky Small Business Connect

Tom Back

800-626-2250 or 502-564-2064

<https://secure.kentucky.gov/ksbc>**National Minority Supplier Development Council, Inc.
(NMSDC)**www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

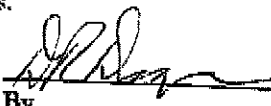
Bid/RFP/Quote Reference # #25-2013

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Triton Services, Inc. is 100% MBE			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Triton Services, Inc.
Company
3-26-13
Date



By David R. Deger
President
Title

LFUCG MBE/WBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # #25-2013

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

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

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

Triton Services, Inc.
 Company

 Company Representative
 David R. Deger

3-26-13
 Date
President
 Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # #25-2013

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

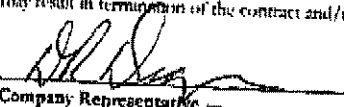
Company Name Triton Services, Inc.	Contact Person David R. Deger
Address/Phone/Email 8162 Duke Blvd. Mason OH	Bid Package / Bid Date Plumbing Services 3-26-13

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE* AA HA AS NA Female
N/A							

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

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

Triton Services, Inc.
Company
3-26-13
Date


Company Representative **David R. Deger**
President
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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

 Company Company Representative

 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # #25-2013

N/A

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

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

Triton Services, Inc.

Company



David R. Deger

Company Representative

3-26-13

Date

President



Tritonservices, inc.

MISSION STATEMENT

To be the premier service company in the market. Recognized for its integrity, strength, ethical behavior, and capabilities in all aspects of the business. Triton will treat all its clients, vendors, and employees with fairness and respect.



CORPORATE INFORMATION

- ❖ The premier mechanical contractor in the region
- ❖ Over 300 years of combined management experience
- ❖ 40 million in annual sales
- ❖ 24 hour, 7 day a week service

- HVAC
- Plumbing
- Site Utilities



TRITON SERVICES CAPABILITIES

Triton Services specializes in the design/engineering, installation and servicing of:

HVAC

- All Aspects of HVAC Systems
- Process Piping Systems
- Ice Storage Systems
- Chilled water Systems
- Hybrid Systems
- Refrigeration Systems
- Custom Built Systems
- Clean Room Systems
- Geo-Thermal Systems

PLUMBING

- Sanitary Waste and Ventilation Systems
- Domestic Water Systems
- Medical Gas Systems
- Storm Systems
- Plumbing Fixtures
- Backflow Preventers
- Grease Traps

SITE DEVELOPMENT

- Site Sanitary
- Site Water
- Site Storm
- Site Gas
- Underground Fire
- Excavation

Triton Services Capabilities - Page Two

PROCESS PIPING

- Stainless Steel
- Fiberglass
- Aluminum
- Carbon Steel
- PVC
- Grooved

SHEET METAL

- Sheet Metal Duct Systems
- Stainless Steel Duct Systems
- Aluminum Duct Systems
- PVC Duct Systems
- Corrosion Resistant Duct Systems
- Custom Resistant Duct Systems

CONTROLS

- Green Buildings
- Energy Retrofits
- Building Management Systems

MAINTENANCE

- Preventive
- Full
- On-Site

REFRIGERATION

FABRICATION

- MIG
- TIG
- SMAW
- Plasma Cutting
- Brazing
- Automated Digital Controlled Pipe Welding Process
- Pipe Cutting and Beveling

FACILITY MANAGEMENT

PERFORMANCE CONTRACTING



Tritonservices, inc.

CURRENT ASSOCIATIONS AND LICENSES



ASHRAE
American Society of Heating,
Refrigerating, and Air-Conditioning
Engineers, Inc.
<http://www.ashrae.org>



NSBA
National Small Business Association
<http://www.nsba.biz>



BOMA
The Building Owners and Managers
Association
<http://www.boma.org>



South Central Ohio Minority Supplier
Development Council
www.scomsdc.org



Cincinnati Chamber of Commerce
<http://www.cincinnati-chamber.com>



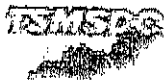
ACI
Allied Construction Industry
www.aci-construction.org



Indiana Business Diversity Council
www.indbc.org



Green Advantage
www.greenadvantage.org



Tri-State Minority Supplier Development
Council
www.tmsdc.org



US Green Building Council
www.usgbc.org



Loveland Chamber of Commerce
<http://www.lovelandchamber.org>



Green Mechanical Council
www.greenmech.org



MCAA
Mechanical Contractors Association of
America
<http://www.mcaa.org>



Northern Kentucky Chamber of
Commerce
www.nkychamber.com



MSCA
Mechanical Service Contractors of
America
<http://www.msca.org>



North American Site Trenchless
Technology
www.NASTT.org



Tritonservices, inc.

CURRENT ASSOCIATIONS AND LICENSES

Page 2



NCPWB
National Certified Pipe Welding Bureau
<http://www.ncaa.org/ncpwb>

NMESMB
National Mechanical Equipment Service
and Maintenance Bureau



The Greater Lexington Chamber of
Commerce, Inc.
www.commercelexington.com

MCA of Greater Cincinnati

CIVIC

OCAS

Ohio College of Applied Science
<http://www.uc.edu/cas>

Board Member-United Appeal

Board Member-American Red Cross

Board Member-Loveland School District Business Advisory

Board Member-University of Cincinnati College of Applied Science

LICENSES

Master HVAC - Ohio

Master Plumbing - Ohio

Master HVAC - Kentucky

Master Plumbing - Kentucky

Master Plumbing - Indiana

Hydronics - Ohio

Refrigeration - Ohio

Backflow Preventer Test Certified - Ohio

Backflow Preventer Test Certified - Kentucky

Boiler - Ohio and Kentucky

City of Cincinnati, Ohio MSD Sewer Tappers

Street Contractors Licenses - Ohio

CG&E Gas Certification

Medical Gas Certification

UTI

Fire Service Mains, Pumps and Stand Pipes - Ohio



PLUMBING REFERENCES

Miller Coors Brewing Company
Ms. Karen Noonan
2525 Wayne Madison Road
Trenton, OH 45067
513-844-4125

UPS
Mr. Aaron Rogers
11141 Canal Road
Sharonville, OH 45241
513-782-4055

HMS Host
Mr. Shaun McMichael
3013 Terminal Drive
Hebron, KY 41048
859-767-5711



Triton Services, Inc. has a current business license,
contractor's license and is compliant with LFUCG
Department of Revenue.

Contractor 15171

Business 139612

South Central Ohio Minority Supplier Development Council



SCOMSDC
South Central Ohio Minority
Supplier Development Council

THIS CERTIFIES THAT

Triton Services, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the South Central Ohio Minority Supplier Development Council

****NAICS Code(s): 238110 ; 237110 ; 238910**

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/16/2013

Issued Date

01/31/2014

Expiration Date

CN01636

Certificate Number

Darryl A. Peat

Darryl A. Peat, President

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: K

DATE (MM/DD/YYYY)

02/26/12

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

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

PRODUCER Dakin-Berry Insurance 700 Indian Hill Road Terrace Park, OH 45174 Phil R. Hines	513-831-2200 513-831-2983	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TRITO-1	FAX (A/C, No.):
INSURED Triton Services Inc. Majid Samarghandi 8162 Duke Drive Mason, OH 45040	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
		NAIC #	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Underground E.C.H. <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			EPP0066987	02/17/11	02/17/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EPA0066987	02/17/11	02/17/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP DED \$ 1,000 COLL DED \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			EPP0066987	02/17/11	02/17/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1814696-06 - KY EPP0066987	02/01/12 02/17/11	02/01/13 02/17/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equ			EPP0066987	02/17/11	02/17/14	Special 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Triton Services, Inc.
 8162 Duke Drive
 Mason, OH 45040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Phil R. Hines