



# **LEXINGTON-FAYETTE COUNTY**

## **HEALTH DEPARTMENT**

**BUILDING WASH / SEAL & WINDOW REPLACEMENT /  
RESEAL / REGLAZING**

**LOCATION: 650 NEWTWON PIKE LEXINGTON, KY 40508**

# **PROJECT BID SPECIFICATIONS**

## 1. General Instructions for Proposal

### a. Proposal Content

- i. The proposal must be completed and signed by an individual authorized to bind the contractor submitting the proposal ("Contractor").
- ii. Proposals shall include a list of three (3) references, including the name, address, phone number, and contact person of each reference.
- iii. **The proposal must include Contractor's proposed form of contract for services, as an attachment thereto.** Lexington-Fayette County Health Department ("LFCHD") reserves sole discretion over the acceptable terms of any awarded contract, if any, and no proposal shall be deemed accepted and no agreement deemed entered between LFCHD and Contractor unless and until the parties enter into a written agreement consistent with LFCHD's accepted terms of any proposal. Each proposal shall address all terms hereof, and all such terms shall be deemed incorporated in any contract awarded Contractor to the extent not inconsistent with the actual written terms of such written contract, whether or not specifically stated in such contract, and Contractor's execution of such contract following submission of a proposal shall be deemed an agreement of the same.
- iv. The proposal shall include labor, materials, monitoring, service, warranties, etc. proposed to be provided in satisfaction of the specifications herein.
- v. Contractor must complete Bidder Validation form (see Exhibit B).
- vi. Contractor may use included cost form (Exhibit C) or attach separate document with proposal costs. Contractor may copy cost form if submitting multiple alternative proposals (see Scope and Classification below).
- vii. Contractor will complete bidder attestation attached (Exhibit D).

### b. Proposal Award

- i. It is the intent of LFCHD to accept the "Lowest Responsible Proposal", provided it has been submitted in accordance with the proposal documents.
- ii. The "Lowest Responsible Proposal" is the proposal that, in the LFCHD's sole and absolute discretion, will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors LFCHD may consider, including, without limitation, those other criteria listed herein.
- iii. LFCHD reserves the right to accept or reject any or all proposals, to waive irregularities therein, and consider criteria not specifically listed herein.

### c. Term and Renewal

- i. The proposal shall provide that the term of any contract awarded Contractor with respect to project scope and specification that execution of such contract through September 1, 2021, with no automatic renewal but subject to renewal upon mutual agreement of both parties.
- ii. The proposal shall provide that any contract awarded Contractor with respect to project scope and specifications shall be only for the completion of the agreed upon scope of work and for no particular term, subject to any ongoing service agreements and warranties.

### d. Basis of Payment

- i. The proposal shall set forth proposed compensation to be paid to Contractor for services pursuant to any contract awarded Contractor, which must be payable on a monthly basis,

- except for one-time installation and similar charges which shall be payable within thirty (30) days of invoicing.
- ii. Pricing should cover all labor, materials, and services (including any warranties and as-needed service) to be provided under the contract.
  - iii. The proposal shall set forth the Contractor's ability and willingness to provide, and the basis of pricing for, services that may be requested by LFCHD and agreed to by Contractor and related or similar to, but outside the scope of, the specific specifications set forth herein and, in the contract, and proposal; the same may include, by way of example and not limitation, replacement goods and equipment, and/or additional services.
- e. Contact and Notice:
- i. All references herein and in the contract requiring notice or communication to LFCHD will refer to Katrina Howard, Compliance Officer for LFCHD.

## **2. Scope and Classification**

- a. These specifications herein describe requirements of the Lexington-Fayette County Health Department for complete assessment of all windows at the 650 Newtown Pike campus with determination of replacement and/or resealing and re-glazing in conjunction with washing of the exterior building and sealing of exterior building at the 650 Newtown Pike, Lexington, KY 40508 health department location.
- b. Specific materials and services are set forth in Exhibit A., which is attached to this RFP.
- c. **A site visit is required before submitting a bid or the bid will not be accepted. Contact Wade Creech at (859) 509-3365 to schedule the site visit.**
- d. Contractor's proposal shall provide for all installation, service, and labor covered therein, to the maximum extent possible and except in an emergency, to take place at times acceptable to LFCHD but outside its regular business hours to minimize disruption to LFCHD's operations. Outside regular business hours means between the hours of 6:00 p.m. ET and 6:00 a.m. ET Monday through Friday and 9:00 a.m. ET and 5:00 p.m. ET on Saturday and Sunday, and excludes federal holidays. Any work that must be completed during business hours must have prior approval of LFCHD.
- e. It is the responsibility of the Contractor to submit, prior to proposal submission, any questions concerning any specifications listed within this document, and thoroughly investigate and examine the subject facilities for alarm and access needs and to evaluate any existing equipment which may be proposed to be reused as part of the proposed services.
- f. Submission of a proposal serves as Contractor's certification that it understands the requirements outlined within this document and that all of Contractor's questions (if any) concerning this document, its proposal, and potential Contract terms have been submitted and answered satisfactorily.
- g. Notwithstanding any provisions hereof or the Contract to the contrary, actual onsite conditions and requirements control in the event of any discrepancy between the same and the specifications herein.
- h. Bidder may choose to sub-contract out any portion of the scope of work as needed.
  - i. Prior approval of subcontractor will be required by LFCHD.

### **3. Laws, Rules, and Regulations**

- a. The following laws, rules, and regulations are applicable to these specifications and Contractor shall comply with all requirements established therein in connection with the proposal and the performance of the Contract. Contractor agrees to execute any documents necessary to ensure compliance with the following laws, rules and regulations.
  - i. All local ordinances governing licensure for businesses.
  - ii. All applicable safety regulations of the LFCHD and all applicable federal, state, and local laws, ordinances, rules and regulations.
  - iii. All federal, state and local laws, ordinances, rules, and regulations regarding but not limited to hiring practices and payment of employees, supplies, and other withholding and payment of taxes.
  - iv. Health Insurance Portability and Accountability Act of 1996 and similar state and federal laws.
- b. Regardless of any proposed contract term or the terms of any contract actually awarded to Contractor, LFCHD does not waive any protection, assignment, immunity or waiver of any liability or fault caused by or related to the services to be provided pursuant to this request. Further, any agreement by LFCHD to any term is limited by any applicable federal or state law that may apply.

### **4. Contractor Requirements**

- a. In submitting its proposal and entering and performing any contract awarded Contractor, Contractor shall remain in compliance with all conditions herein, including requirements established in Section 3.
- b. In submitting its proposal and entering and performing any contract awarded Contractor, Contractor must be in good standing with all local, state, and federal agencies.
- c. Contractor must at all times have a local office within Fayette County or one of the surrounding counties.
- d. Contractor must for the duration of any contract awarded Contractor be able to respond to an emergency call for any site covered by such contract.
- e. Contractor must have been in business in the applicable industry for a minimum of 3 years at the time of submission of its proposal.
- f. Contractor shall supply, at Contractor's expense, the necessary work force to provide the level of services necessary to satisfy the specifications of this document and the terms of any contract awarded Contractor. It is the responsibility of the Contractor to provide all labor, materials, machinery, equipment, and the like as needed to perform any contract awarded Contractor.
- g. Contractor employees and any subcontractors will not attend or participate in health department events, and will not be employees of or receive benefits from LFCHD.

### **5. Contract Provisions.**

- a. The term of any contract awarded Contractor shall be a period as set forth in Section 1.c.i. above with respect to monitoring services and any ongoing maintenance; provided, however, pursuant to 902 KAR 8:170(7)(9), notwithstanding any provision of any such contract to the contrary, either LFCHD or Contractor may at any time terminate any such contract as to further monitoring services upon notice to the other party specifying the desired termination date. In the event of such termination by Contractor, Contractor must give the notice of termination at least ninety (90) days prior to the desired termination date. Any such termination notice from Contractor not containing a termination date, or purporting to terminate any such contract on a date other than ninety (90) days from the notice, shall be deemed to be a notice that such contract is terminated as of the later of the date specified in the notice or ninety (90) days after the Contractor gave the notice. In the event of such cancellation, the LFCHD may arrange, as it deems necessary to secure the services specified. Termination of any such contract by LFCHD, under this provision or otherwise, if for cause or otherwise for breach of such contract by Contractor, shall not, to the extent permitted by law, affect LFCHD's ability to bring claims against Contractor under such contract or otherwise for any damages available under such contract or otherwise by reason of such cause, breach, or non-performance of the Contract by Contractor.

#### **6. Workmanship Standards**

- a. Contractor shall perform all work and services in a good and workmanlike manner, consistent with sound and safe practices.

#### **7. Safety**

- a. All services provided to LFCHD by Contractor will be subject to final inspection and approval of the LFCHD. Services which do not comply with the terms of any contract awarded Contractor or which contain defects in material or workmanship will be rejected by the LFCHD. Contractor agrees to rework rejections at its expense, and repeated violations may result in termination the Contract.
- b. Contractor shall permit inspection of work in process and at conclusion; LFCHD employees and others may be present at facilities while services are in progress and the same shall not diminish Contractor's obligations.
- c. Inspections may be performed in any responsible manner considered necessary to determine if work performed complies with specifications.

#### **8. Insurance**

- a. Unless any contract awarded the contractor provides otherwise, Contractor shall be required to submit a certificate of insurance coverage for the following:
  - i. Statutory Workman's Compensation in the minimum amount required by law.
  - ii. General Liability – minimum \$1,000,000
  - iii. Employer's Liability with minimum limits of \$1,000,000

- iv. Automobile liability including non-owner automobile liability for both personal injury and property damage, with minimum limits of \$1,000,000.
- b. The Certificate of insurance specified in 8.a, shall contain a clause reading: "The insurance provided by these policies will not be materially changed or canceled without 30-day prior written notice being given to the Lexington-Fayette County Health Department."
- c. All bidders must be qualified and meet all requirements provided and/or required under local and/or state statute, code, ordinance, or rule governing the performance of the work specified.

## **9. Security**

- a. No employee of Contractor will take or make use of any LFCHD material or information, which is classified or non-classified, encountered within execution of duties.
- b. The LFCHD reserves the right to specify special work procedures/practices.

## **10. Inspections:**

- a. Contractor responsible for all permits, permit fees, and associated inspections.

## **11. Contract and Contract Contingencies**

- a. Acceptance of any proposal is not official until a contract is executed by LFCHD and Contractor.
- b. Contractor shall include with its proposal a complete description of services and equipment that it proposes to provide. Proposals shall note specifications, which cannot or will not be met.
- c. LFCHD may award part of the herein specified work to one Contractor and other portions of such work to other Contractors.
- d. **LFCHD may reject any proposed contract which allows Contractor's work thereunder to be sub-contracted in whole or in part without the express written approval of the LFCHD, which may be granted or withheld at LFCHD's sole discretion. In the event of any permitted subcontracting, Contractor shall remain responsible for the performance of the contract with LFCHD and Contractor shall be liable for compliance by any sub-contractor with the terms of such contract. A copy of any sub-contract shall be submitted prior to its execution, to the LFCHD for approval. Any request by Contractor for permission to subcontract shall permit LFCHD to terminate the contract.** Notwithstanding the foregoing, monitoring services may be provided by a third party other than the Contractor, by contract with the Contractor, if such arrangement is consistent with Contractor's typical practice and the existence and identity of the third party are disclosed in the proposal.
- e. Any contract awarded Contractor may not be assigned, in whole or part, without the express written approval of the LFCHD, which may be granted or withheld at LFCHD's sole discretion.
- f. Neither Contractor, nor any sub-contractor, any assignee, or any agents thereof, shall be deemed to be employees or agents of the LFCHD.
- g. Contractor accepts responsibility for any loss or damage to property owned by the LFCHD caused by the Contractor's employees or agents. Contractor shall keep in force at all times

liability insurance in amount established by law or otherwise required by LFCHD, and the same shall to the extent reasonable possible name LFCHD as an additional insured. Failure to maintain such insurance shall be cause for cancellation of the contract without notice.

- h. Both parties may modify any contract awarded Contractor only upon written agreement. No oral statements by any party shall modify the Contract.
- i. The failure of either party to insist on strict performance of the terms or conditions of any contract awarded Contractor shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- j. Contractor agrees to pay all taxes, license fees and any other changes resulting from the performance of this contract specified therein, including sales tax.
- k. Additional provisions may be set forth in any contract awarded Contractor. Nothing herein shall be deemed to limit or otherwise affect the ability of LFCHD to provide additional provisions, obligations or conditions in such contract.
- l. Contractor shall not employ, for service as specified herein, any person currently employed by LFCHD.

#### **12. Storage:**

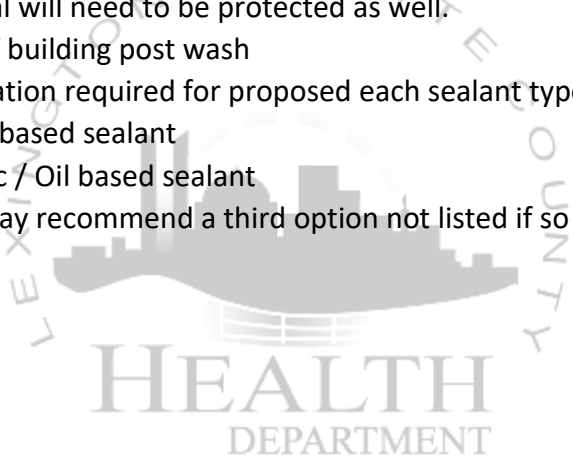
- a. Contractor providing materials and equipment shall be responsible for the proper and adequate storage of their materials and equipment and for the removal of it upon completion of work.
- b. LFCHD shall not be held responsible for the theft and/or damage to any materials or equipment stored on site.
- c. Parking for contractor shall be designated by LFCHD at the time of the pre-construction conference.

#### **13. Proposal Requirements:**

- a. Proposals must be submitted in a sealed envelope.
- b. Bids must include all items specified above.
- c. The envelope shall be properly identified with the bidder's name, address, and contact number, plus the caption "Building Wash/Seal and Window Project."
- d. **All proposals must be received no later than 4pm on Friday May 28, 2021.**
- e. Mailing address:
  - i. Lexington-Fayette County Health Department  
Att: Wade Creech  
650 Newtown Pike  
Lexington, KY 40508
  - ii. Drop Off Address:
    - 1. Lexington-Fayette County Health Department  
Att: Wade Creech  
650 Newtown Pike  
Lexington, KY 40508
- f. Bids will be opened at 8am Tuesday June 1, 2021 by Wade Creech and Katrina Howard, Compliance and Facilities Officer.

## **EXHIBIT A**

- 1. Assessment of all Windows and Skylights**
  - a. Assess to determine if windows can be repaired or recommend replacement.
  - b. Assess to determine if skylight can be repaired or recommend replacement.
  - c. Complete reseal and/or re-glazing of repaired and replaced windows and skylights.
  
- 2. Wash and Seal of 650 Newtown Pike Building**
  - a. Complete wash of 650 Newtown Pike building.
  - b. Process for protection of mural facing Newtown Pike.
    - i. At this time there are plans for a new mural to be placed over the current mural (original mural will remain). It will need to be protected from all procedures taking place. This could mean the removal of the mural board and then replacement once project is completed. Original mural will need to be protected as well.
  - c. Sealing of exterior of building post wash
    - i. Recommendation required for proposed each sealant type below:
      1. Latex based sealant
      2. Acrylic / Oil based sealant
    - ii. Contractor may recommend a third option not listed if so desired.





## **EXHIBIT B**

### **Bidder Validation**

NAME OF BIDDER / PROPOSER: \_\_\_\_\_

CHECKLIST ITEM	BIDDER VALIDATOIN (INITIAL & DATE)	LFHCD VALIDATION (INITIAL & DATE)
Read and understood all aspects of this RFP		
Attended required facility walkthrough		
Three customer references provided		
Warranty information included		
Labor information included		
Materials cost included		
Timeframe for completion included		
Insurance / Bond information included		
Proposal meets minimum requirements for RFP		

**Bidder Validation Completed By:**

Bidder / Proposer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LFCHD Validation Completed By:**

LFCHD Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**\*\*You may use this sheet or include a separate proposal breakdown of cost**

PRICE PROPOSAL:

[illegible]

## **EXHIBIT D**

***By signing this form, you acknowledge compliance and agreement with the RFP requirements.***

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Company Name

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Signature of Representative

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Address

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Printed Name

---

City, State, Zip Code

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Title

---

Contact Phone Number

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Date

