



# ORIGINAL

## Invitation To Bid

Louisville/Jefferson Co Metro Government

**Bid Number:** 1891

**Revision:** 0  
**Date:** 03-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:  
Metro Purchasing Department  
611 West Jefferson Street  
Mezzanine Level  
Louisville, KY 40202

**Reply By:** 14-SEP-09

# Description

- 1 A price contract for a portion of Louisville Metro Government's need for Professional Electrical Services for a period of twelve (12) months, per the attached specifications.

No Pre-Bid.

DELIVERY TIME: \_\_\_\_\_  
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

**UNSIGNED BIDS WILL NOT BE CONSIDERED**

FIRM NAME: ADVANCED ELECTRICAL SYSTEMS, INC.

OFFICIAL'S SIGNATURE: *Evelyn M. Stange*

ADDRESS: PO BOX 36503  
LOUISVILLE, KY 40233

PHONE: 502-962-1102

DATE: 09-13-2009



# Invitation To Bid

Bid#: 1891

Louisville/Jefferson Co Metro Government

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## Standard Text

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND TWO BOUND COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. If you do not plan to sub-contract any of this work, you must complete and sign Form GPE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.



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Bid#: 1891

Louisville/Jefferson Co Metro Government

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If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-962-1068.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

a. He, or any member of his immediate family has a financial interest therein; or  
b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or  
c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government 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 the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

*Evelyn M. Strong*

Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

ADVANCED ELECTRICAL SYSTEMS, INC.

Company Name

*Craig A. Bowen /tb*

Director of Purchasing

Contract Term:

Effective: 11/1/09

Expires: 10/31/10

Items Covered:

All: Bid 1891

See Attached: ✓

The Invitation for Bid and response will become part of the contract

**LIVING WAGE PREFERENCE**

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

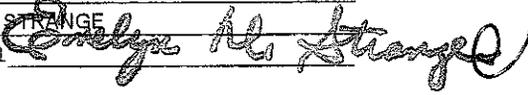
In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name ADVANCED ELECTRICAL SYSTEMS, INC  
Authorized Official (Print) EVELYN STRANGE  
Signature of Authorized Official   
Title PRESIDENT  
Date 09-14-2009

## LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....  
Company: ADVANCED ELECTRICAL SYSTEMS, INC.

Address: Street 3312 GILMORE INDUSTRIAL BLVD

City LOUISVILLE County JEFFERSON State KY Zip 40213

Revenue Commission Number:                     

Official: EVELYN STRANGE, PRESIDENT

Signature:  Date: 09-14-2009

For purposes of determining the low bid or the best evaluated bid this preference cannot be combined or accumulated with any other Louisville-Jefferson County Metro Government Procurement Preference.

**ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:**

**TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.**

**BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!**


**Signature of Company Official:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.**



**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**GOOD FAITH EFFORT ("GFE") REQUIREMENTS**

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

**SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)**  
**FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)**

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

**NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.**

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

**MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)**  
**FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)**

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

**SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)**  
**FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD**

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>







9/3/2009



Louisville Jefferson County  
Metro Government

BID #1891

**Contract for Professional Electrical Services  
For Metro Facilities**

9/3/2009

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### **REQUEST FOR COMPETITIVE SEALED BIDS**

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- II. General Provisions**
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- IV. General Specifications**
- V. Evaluation Criteria**
- VI. Service Rates**

SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **PROFESSIONAL ELECTRICAL SERVICES FOR METRO FACILITIES**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM, September 14, 2009, 611 West Jefferson Street - Mezzanine Level, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3pm deadline on Monday, September 14, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Paul M. Adams  
Capital Construction Manager  
Metro Parks  
Ph. 502-456-8197  
Fax. 502-459-8116  
[paul.adams@louisvilleky.gov](mailto:paul.adams@louisvilleky.gov)

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as

9/3/2009

outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

## SECTION II

### GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

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

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, 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".

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

- 2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

- 2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and

9/3/2009

made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids 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 or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

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

2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government 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 Metro Government.

- 2.19 **No Waiver:** No failure or delay by Metro Government 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 Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 **Authority to do Business:** The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 **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 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 Contract, or which question the legality, validity or enforceability hereof or thereof.

### **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

9/3/2009

**COMPETITIVE SEALED BID  
SUBMITTED BY:**

**By signing below you are agreeing to all Louisville-Jefferson County Metro  
Government Terms & Conditions that are a part of this Request for Bid.**

**Include this page in your response to this bid.**

Firm: ADVANCED ELECTRICAL SYSTEMS, INC.

By: EVELYN STRANGE *Evelyn M. Strange*

Title: PRESIDENT

E-Mail Address: evelyn@aeslou.com

Address: MAILING: PO BOX 36503 LOUISVILLE, KY 40233  
PHYSICAL: 3312 GILMORE INDUSTRIAL BLVD LOUISVILLE, KY 40213

Telephone: 502-962-1102

Fax: 502-962-1068

Date: 09-14-2009

Metro Louisville Revenue  
Commission Number: ██████████

Federal ID Number: ██████████

**Please include a copy of your W-9 with your submitted bid.**

**This must be submitted prior to the award of a contract.**

I acknowledge receipt of the following Addendum:

Addendum #1: NA

Addendum #2: NA

Addendum #3: NA

Any Additional Addendum (write in numbers): NA

## SECTION III

**HOLD HARMLESS AND INDEMNIFICATION CLAUSE,  
AND INSURANCE REQUIREMENTS  
FOR INDEPENDENT CONTRACTORS**

**I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**II. INSURANCE REQUIREMENTS**

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division).** The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability
    - d. Broad Form Property Damage
    - e. Independent Contractors Protective Liability
    - f. Personal Injury
  2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
  3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:
1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget

9/3/2009

Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
  
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

## SECTION IV

### GENERAL SPECIFICATIONS

#### SCOPE:

Louisville Metro Government (Metro) is soliciting prices from Electrical Companies to provide a portion of the Electrical Services needs for repairs, preventative maintenance, routine maintenance and testing of properties owned, operated, or controlled by Metro.

The contract contains **hourly wage rates** for services. These rates will be used to award an ongoing, **Annual Unit Price Contract**. This will allow Metro to contract with the awarded bidder on an ongoing basis as project needs arise. The contract will be in place for one year with the option – for both parties – to renew for up to five consecutive years. Due to current economic fluctuations, prices may be negotiated annually at the time of renewal. Metro may procure same or similar services through alternate purchasing methods at any time. Projects should not exceed \$50,000 without approval from Purchasing Director. Projects over \$25,000 will require performance bonds.

Metro intends to award Primary, Secondary, and Tertiary contracts from these bids.

#### QUALIFICATIONS:

Bidders **SHALL** submit with their unit prices examples of previous work that demonstrates their qualifications. The statement of qualifications should include:

- Resumes of individuals that will be managing, overseeing and performing the work including any certifications,
- List of past work that would demonstrate your ability to perform this work,
- Contact information for at least four (4) past or present clients, and
- A list of employees and cell phone numbers available to be contacted for work with the primary contact being listed first.

#### PERFORMANCE STANDARDS:

If the awarded Primary Contractor does not return a work request call within 30 minutes Metro may contact the Secondary to perform the work (then on to the Tertiary if required). If the awarded Primary Contractor cannot perform the desired services within an acceptable time-line Metro may contact the Secondary Contractor.

If the Primary Contractor exhibits the inability to close out projects within a timely manner, or does not meet standards of quality, Metro may elect to re-evaluate the Primary and Secondary status of the bidders.

The successful vendor may be evaluated periodically on performance and adherence to the specifications. Metro reserves the right to cancel this contract should the evaluations be judged poorly or if inconsistencies exist in compliance to the specifications.

#### WORK PROGRAM:

Once Metro has identified a scope of work for larger projects the contractor will provide a detailed cost estimate based on the unit prices and a proposed time-line to complete the project. Smaller jobs and maintenance calls may be initiated via notice-to-proceed on a time and material basis.

9/3/2009

BILLING:

Invoices must be addressed to the Metro Project Manager that initiates the work and shall include the purchase order number, and the work location. All invoices to Metro must itemize materials and mark-up, labor charges, rented equipment, and mark-up, and third-party vendor services. All invoices must be accompanied by dray tickets or payment may be withheld.

RATES AND CHARGES

Bidders must submit a list of all regular and overtime rates that will be charged to Metro for services rendered by skilled, semi-skilled, and unskilled employees.

The successful vendor will not include mileage rates, freight rates or travel times as a charge in any invoice (overnight express when approved in advance by Metro, is the only exception).

No truck charges may be billed to Louisville Metro.

All charges not included and listed in the price contract will be absorbed by the vendor unless approved in advance by Metro.

All hourly rates listed shall begin from the time of arrival at the job site.

Travel time is not an allowable charge. All rates are to be priced per hour including testing and inspections.

Bidder is not allowed to charge for estimating work.

No mark up on truck parts. All truck parts are to be listed on invoices.

COMPLETED WORK

The successful vendor must give written explanation (on a daily service ticket) of the work completed or not, hours on the job, and have it signed by the building supervisor responsible for the facility before leaving the job site. If not furnished, payment may be withheld.

WARRANTY ON PARTS

Vendor shall supply warranty information on new parts/equipment and labor to re-install new parts found to be defective after installation. Vendor shall also be responsible for providing Metro with any maintenance and operational manuals associated with equipment and/or controls.

METRO SUPPLIED PARTS AND EQUIPMENT

Metro reserves the right to purchase parts and/or equipment for any project. The vendor shall not be entitled to any mark-up for parts provided by Metro. Metro shall assume responsibility for warranty issues for any parts/equipment it has purchased directly.

VENDOR PERSONNEL

Only needed personnel required to accomplish the job in a timely manner will be allowed. If additional personnel are needed to speed job completion it must be approved by Metro in advance.

Vendor shall supply a list of all master electricians, journeymen, apprentices, and helpers who will be used under this contract for Metro. Vendor shall furnish copies of state certification for journeymen employees. Such certification must be kept current and up-to-date during this contract.

9/3/2009

Metro may require the vendor to remove employees that are incompetent, careless or insubordinate.

#### SUBCONTRACTING

Work that is to be subcontracted out under this contract must be quoted to a Metro representative and approved in advance by Metro. Failure to abide by this provision may result in non-payment.

When subcontracting is approved the Primary Contract will serve as the GC and will be responsible for the successful completion of the sub-contractors work.

#### ACCIDENT PREVENTION/EQUIPMENT PRESERVATION

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages caused by contractor to persons and property. All hazards shall be guarded in accordance with all safety rules and regulations. Contractor shall take all precautions necessary to preserve and protect all equipment and parts (new or used to be reinstalled) from damages.

Contractor shall make every effort to protect existing utilities and facilities from damages resulting from their work. In the event excavation is required to perform the work the contractor will be responsible for coordinating with Before-U-Dig utility location service. The contractor will be held responsible damages resulting from their work.

#### LICENSING/PERMITTING/

All vendors must be identified and licensed as required by Louisville Metro Inspections, Permits, and Licenses DOCUMENTATION MUST BE FURNISHED WITH THE BIDS.

The successful bidder will be responsible for obtaining all necessary permits for completing the desired work.

#### DISPOSAL OF PARTS, OILS, ETC

All worn or broken parts and scrap slated for demolition must be removed from the premises and properly disposed of by the successful vendor if so instructed by Metro. Disposal of all items must comply with all Federal, State, and local laws, regulations and ordinances.

#### RESPONSE TIME

The successful vendor must consistently demonstrate his ability to respond to emergency calls within one-half (1/2) hour from the time of notifications. Under normal situations the vendor must respond within two (2) hours from the time of notification Failure to comply with the response times may be grounds for reevaluating the Primary, Secondary, Tertiary status of the contract.

**SECTION V**  
**EVALUATION CRITERIA**

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

**70% References and Experience**

Bidders must submit references for consideration. Each reference must include type and size of project, company name, address, contact person, and phone number. All references and current information must be furnished. References and past performance with Metro will be considered in vendor selection for contract. Bidders shall provide resumes and certifications of key personnel that will be performing services for Metro. Bidders shall provide list of similar work or projects for consideration. Bidders shall also provide a list of employees and cell phone numbers available to be contacted for work with the primary contact being listed first.

**30% Price**

Prior to bid opening Metro will develop example work projects based on the requested wage rates and mark up.

Proposals will be reviewed by a committee consisting of representatives from:

- Louisville Metro Purchasing
- Louisville Metro Parks
- Louisville Metro Fire
- Louisville Metro Corrections
- Louisville Metro Zoo
- Louisville Metro Library
- PARC

**SECTION VI**  
**SERVICE RATES**

**ELECTRICAL:**                      Company Name: ADVANCED ELECTRICAL SYSTEMS, INC.

Hourly Rates:	Regular Time	Over-Time
Master Electrician	\$ <u>44.00</u>	\$ <u>64.00</u>
Journeyman Electrician	\$ <u>40.00</u>	\$ <u>58.00</u>
Apprentice Electrician	\$ <u>24.00</u>	\$ <u>34.00</u>
Skilled Labor	\$ <u>22.00</u>	\$ <u>29.00</u>
Unskilled Labor	\$ <u>18.00</u>	\$ <u>28.00</u>
Other <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
Other <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
Other <u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>

Regular Hours for ADVANCED ELECTRICAL SYSTEMS, INC. (Company Name)

are submitted as MONDAY thru FRIDAY (days of the week)

from 7:00 AM to 3:30 PM (time of day).

Percent mark-up on materials                      7.5 %

Percent mark-up on sub-contractor services 5 %

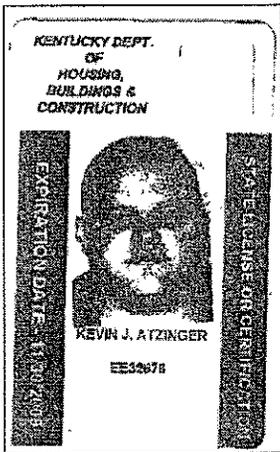
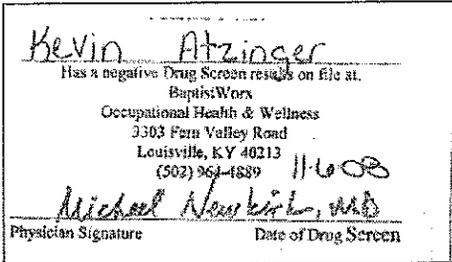
# **AES** ADVANCED ELECTRICAL SYSTEMS, INC.

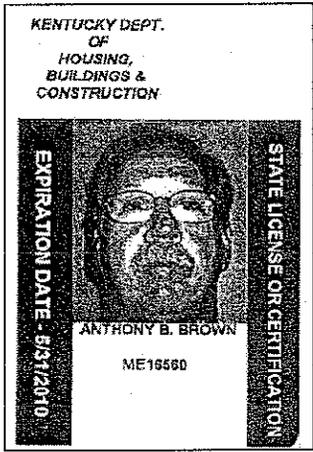
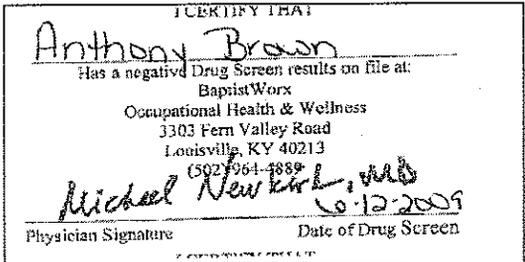
P.O. Box 36503 Louisville, KY 40233  
 PHONE (502) 962-1102  
 FAX (502) 962-8836  
 Visit us @ www.aeslou.com

The AES Service Department employees are highly trained in Customer Service and responsiveness and pride themselves in the professional demeanor displayed everyday when performing their work in general public facilities. Meeting our customers' needs and safety are foremost in any job we undertake and our excellent Experience Modification Rating reflects our outstanding safety record.

- \* The Service Department is staffed 24 hours a day, 365 days a year.
- \* All personnel have attended **extensive electrical training and safety programs**.
- \* All Service Technicians are **licensed electricians** and AES company policy requires that they have a **current drug card**.

## Service Personnel Resumes

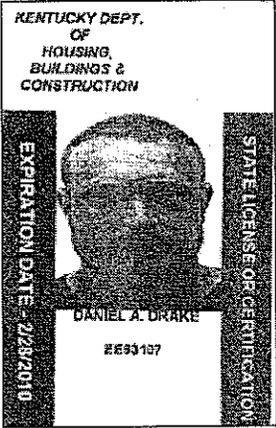
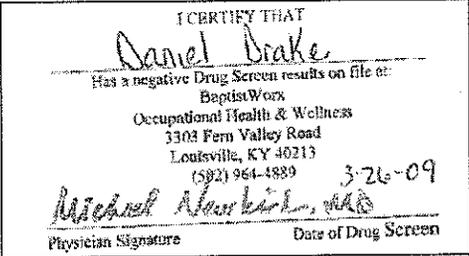
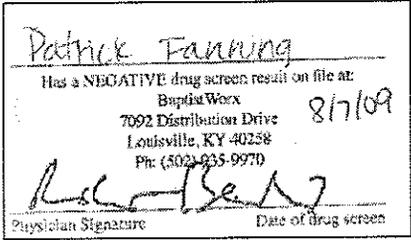
Name	Present Position	Years Experience	Construction/Related Experience
Atzinger, Kevin	Field Supervisor	10 yrs.	<p>Extensive experience in Service and Plant Maintenance. Has attended many advanced and specialized training programs receiving advanced certifications.</p> <p>X OSHA - 10-Hour Safety Training                      X High Voltage Experience                      X 5 yr. Apprenticeship Training                      X 6-Hour Continuing Education Courses (Yearly)</p>
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;">  </div> <div style="width: 25%;"> <p>X X X X</p> </div> <div style="width: 50%;">  </div> </div>			

Brown, Tony		30 yrs.	<p>Extensive experience in industrial/plant conveyor expansions, high voltage, and lighting to include custom process control systems and plant maintenance,</p> <p>X OSHA - 10-Hour Safety Training                      X High Voltage Experience                      X 5 yr. Apprenticeship Training                      X 6-Hour Continuing Education Courses (Yearly)</p>
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;">  </div> <div style="width: 25%;"> <p>X X X X</p> </div> <div style="width: 50%;">  </div> </div>			

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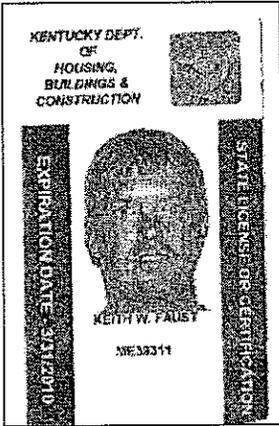
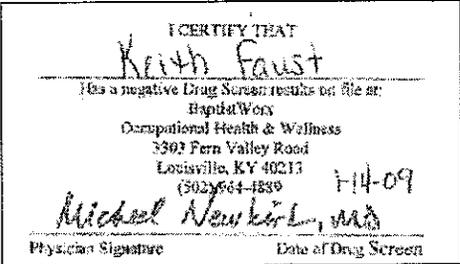
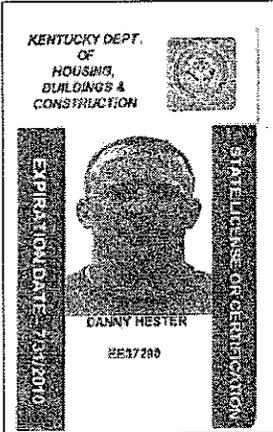
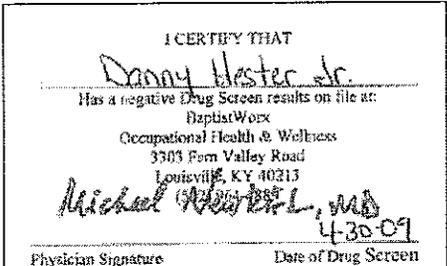
## Service Personnel Resumes

Name	Present Position	Years Experience	Construction/Related Experience
Drake, Dan	Field Supervisor	11 yrs.	<p>Extensive experience in stadium lighting.            Extensive experience in Industrial/Commercial Plant Maintenance and Service work.</p> <p>X OSHA - 10-Hour Safety Training            X High Voltage Experience            X 5 yr. Apprenticeship Training            X 6-Hour Continuing Education Courses (Yearly)            X CDL Licensed            X Traffic Signal - Level I Technician</p>
			
Fanning, Pat	Data Technician	25 yrs.	<p>Extensive experience in fiber optics, data and telecommunications, system design and installations. AMP and Panduit Certified.</p> <p>X OSHA - 10-Hour Safety Training            X High Voltage Experience            X 6-Hour Continuing Education Courses (Yearly)            X ITS Installer 2            X Systemax &amp; Siemon Cabling Certified</p>
			

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## Service Personnel Resumes

Name	Present Position	Years Experience	Construction/Related Experience
Faust, Keith	Field Superintendent	13 yrs.	<p>Extensive experience in Service and Plant Maintenance. Has attended many advanced and specialized training programs receiving advanced certifications. Has worked on numerous high profile city-wide projects.</p> <p>X OSHA - 10-Hour Safety Training                      X High Voltage Experience                      X 5 yr. Apprenticeship Training                      X 6-Hour Continuing Education Courses (Yearly)                      X CDL Licensed</p>
			
Hester, Danny	Service Department Manager	13 yrs.	<p>Extensive experience in Industrial/Commercial/Plant Maintenance &amp; Service. Has attended many advanced and specialized training programs receiving advanced certifications. Has worked on numerous high profile city-wide projects.</p> <p>X OSHA - 10-Hour Safety Training                      X High Voltage Experience                      X 5 yr. Apprenticeship Training                      X 6-Hour Continuing Education Courses (Yearly)                      X CDL Licensed</p>
			

# **AES** ADVANCED ELECTRICAL SYSTEMS, INC.

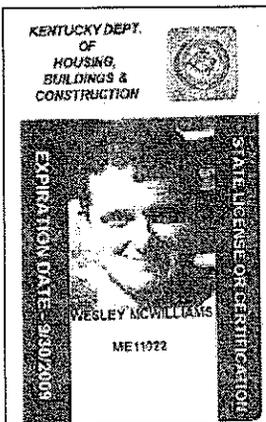
P.O. Box 36503 Louisville, KY 40233  
 PHONE (502) 962-1102  
 FAX (502) 962-8836  
 Visit us @ www.aeslou.com

## Service Personnel Resumes

Name	Present Position	Years Experience	Construction/Related Experience
------	------------------	------------------	---------------------------------

McWilliams, Wes	Field Supervisor	15 yrs.	<p>Extensive experience in Industrial/Commercial Plant Maintenance and Service work. Has supervised major high voltage electrical upgrades for numerous industrial and manufacturing facilities in the metro area. Extensive experience in fiber optics, data systems &amp; conveyors, and motor control panels.</p>
-----------------	------------------	---------	--

- X OSHA - 10-Hour Safety Training
- X High Voltage Experience
- X 6-Hour Continuing Education Courses (Yearly)
- X CDL Licensed



I CERTIFY THAT

Wesley McWilliams

Has a negative Drug Screen results on file at:

Baptist Work

Occupational Health & Wellness

3303 Fern Valley Road

Louisville, KY 40213

(502) 964-4889

Michael Newkirk, MD 12-4-08

Physician Signature Date of Drug Screen

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PHONE (502) 962-1102  
FAX (502) 962-8836  
Visit us @ [www.aeslou.com](http://www.aeslou.com)

## REFERENCES:

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**Louisville Metro Parks**  
2649 Helm Street  
Louisville, Kentucky 40209  
**George Carter**  
502-636-5184  
[george.carter@louisvilleky.gov](mailto:george.carter@louisvilleky.gov)

**Louisville Metro Parks**  
2649 Helm Street  
Louisville, Kentucky 40209  
**Brian Haag**  
502-817-7744  
[brian.haag@louisvilleky.gov](mailto:brian.haag@louisvilleky.gov)

2008– 2009 Projects:  
Wyandotte Park Improvements \$ 3,885.00  
Thurman Hutchens Parking Lot Lights \$ 10,000.00

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**Louisville Metro Corrections**  
400 South 6<sup>th</sup> Street  
Louisville, Kentucky 40202  
**Sgt. Larry Bisson**  
502-574-2037  
[larry.bisson@louisvilleky.gov](mailto:larry.bisson@louisvilleky.gov)

2008– 2009 Projects:  
Corrections (12 LCD's) \$ 10,536.00

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**Louisville Zoo**  
PO Box 37250  
Louisville, Kentucky 40233-7250  
**Mark Zoeller**  
502-459-2181  
[mark.zoeller@louisvilleky.gov](mailto:mark.zoeller@louisvilleky.gov)

2008 – 2009 Projects:  
Zoo – Tiger Exhibit \$ 5,000.00  
Install 100 Amp Panel \$ 2,650.00

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**Louisville Metro Facilities Mgmt**  
617 West Jefferson Street  
Louisville, Kentucky 40202  
**David Howard**  
502-574-6273

**Louisville Metro Facilities Mgmt**  
617 West Jefferson Street  
Louisville, Kentucky 40202  
**Ted Pullen**  
502-574-6273

2008 – 2009 Projects:  
Lou Metro Safe \$ 25,660.00  
2009 Windstorm Emergency Generators \$ 19,500.00  
2009 Ice storm Emergency Generators \$ 42,000.00

# **AES** ADVANCED ELECTRICAL SYSTEMS, INC.

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PHONE (502) 962-1102  
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## **REFERENCES: (CONTINUED)**

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### **Appriss**

10401 Linn Station Road  
Louisville, Kentucky 40223-3842

### **Vic Smither**

502-815-3918

2008 – 2009 Projects:

AT&T Building	\$	458,000.00
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### **Amgen**

12000 Plantside Drive  
Louisville, Kentucky 40299

### **David Burruss**

502-266-2727

2008– 2009Projects:

Plant Maintenance & Service	\$	100,000.00
Infrared Security	\$	7,200.00
2000 amp MDPX Breaker	\$	25,000.00

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### **Hunt Construction Group, Inc.**

8001A Crittenden Drive  
Louisville, Kentucky 40209

### **Ken Cecil**

502-380-9701

2008 – 2009 Projects:

Worldport Freight Facility	\$	15,532,000.00
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### **Compass Airlines**

PO Box 5888  
Scranton, PA 10505

### **David Rathburn**

612-308-3542  
Airline Hangar

	\$	816,000.00
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## **PRIMARY CONTACTS:**

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Danny Hester      Service Department Manager      Office : 502-962-1102  
Cell : 502-664-6197

Jim Strange, Jr.      Vice President      Office : 502-962-1102  
Cell : 502-639-0929

24 HOUR SERVICE DEPARTMENT      Pager : 502-332-0170

**2009- Major Jobs in Progress  
&  
Major Contracts Completed in Last Five (5) Years**

	Year	Name Location of Project	Owner	General Contractor	Contract Amount	Scope
1	2008	National City Bank Bardstown, Ky	National City Bank	Parco Construction	\$ 55,988	Renovation
2	2008	Joseph Warren Schools	Warren County Board of Education	D.W. Wilburn	\$ 7,530,305	New Construction
3	2008	Norton ACS Renovation	Amstar, INC.	Amstar, INC.	\$ 307,000	Renovation
4	2008	Jeffersonville Temp Control	Honeywell	Honeywell	\$ 287,000	Temperature Control
5	2008	Firehouse	Woodbine Const.	Woodbine Construction	\$ 323,976	Fire House Renovation
6	2008	Compass Airlines @ Louisville International Airport	ABEL Construction	ABEL Construction	\$ 788,000	Airport Hangar
7	2008	Auburndale Elementary	Jefferson County Public Schools	Cambridge Construction	\$ 415,500	School Addition and Lighting
8	2008	UL Ekstrom Library	UofL	VCI Construction	\$ 200,400	Library Renovation
9	2008	UPS Ramps 9 & 11	UPS	Gohmann Construction	\$ 1,100,000	Airport Ramp
10	2008	WKU East Grandstands	WKU	Johnson Controls	\$ 67,825	Temperature Control
11	2007	New Washington Schools	Greater Clark County School	Bruns-Gutzweiler, INC	\$ 2,582,700	Renovation
12	2007	WKU LT Smith Stadium	WKU	Abel Construction	\$ 3,326,019	Stadium Renovation and Expansion
13	2007	WKU Florence Schneider Hall	WKU	Abel Construction	\$ 1,305,000	Renovation
14	2007	Amgen Expansion	Amgen Corp.	Skanska Construction	\$ 385,000	Cold Room Expansion
15	2007	Seminary Woods Luxury Condominiums	Seminary Woods	FW Owens	\$ 1,305,000	Hi-Rise Condominiums
16	2007	WKU LT Smith West Grandstand	WKU	Johnson Controls	\$ 33,810	Stadium Renovation and Expansion

## Major Contracts Completed in Last Five (5) Years

17	2007	UPS Worldport Expansion	UPS	Hunt Construction	\$ 15,472,484	Underground & Aboveground Cable
18	2007	Gould UPS	UPS	Gould Electric	\$ 322,000	Cable Tray
19	2007	Jeffersonville High School	Greater Clark County Schools	Verkler	\$ 8,778,000	Renovation
20	2006	UPS Louisville Air Freight Facility	UPS	Hunt Construction	\$ 6,749,000	850,000 Sq Ft Construction
21	2006	WKU Health Services	WKU	E H Construction	\$ 605,000	Expansion / Renovation
22	2006	US Census Bureau	Federal Government	Simplex Grinnell	\$ 262,000	Fire Alarm Upgrade
23	2005	Marzetti Plant Expansion	Marzetti	Marzetti	\$ 235,700	Plant Expansion
24	2005	VA Medical Center	VA	Corbett Construction	\$ 385,500	Emergency Care Expansion
25	2005	WKU Downing Building	WKU	Alliance Corp.	\$ 965,000	Temperature Controls
26	2005	Peak 10 (Xodiax) Phase I & II	Peak 10	AES, Inc.	\$ 2,220,000	New Data Center
27	2005	Louisville International Airport - New Customs Facility	LIA	King Construction	\$ 1,211,000	TSA In-Line Baggage Screening
28	2001	Plant Expansion Cold Room/Chiller Installation	Amgen Corporation	F.W. Owens	\$ 800,000	New Building Addition for Process
29	2003	Churchill Downs Phase 2 Fire Alarm & Sound System	Churchill Downs	Sullivan & Cozart	\$ 985,000	Fire Alarm & Sound
30	2003	Marriott Hotel Parking Garage & Fire Alarm System	Marriott Hotel	Hunt Construction	\$ 1,500,000	Lighting & Fire Alarm
31	2003	Taylor Regional Hospital Phase I, II, III	Taylor Reg. Hosp.	Wehr Constructors	\$ 1,250,000	Hospital Building Addition
32	2002	Heritage Phase 1 & 2 SKYY Vodka Lines	Brown Forman	L&F Design	\$ 500,000	Process & Building
33	2001	University of Kentucky Utility Upgrade Cooling Plant	U of K	EL Pipe	\$ 1,900,000	New Chillers for Hospital
34	2000	UPS Hub 2000 Project Phases 1-9	UPS	Hunt Construction	\$ 16,700,000	Power, Distribution System & Lighting for New Building

Industry	Company name	Area			
Drywall	Precision Walls, Inc	Drywall Installation acoustical ceiling installation			
Contact Information					
Carl	Howard	1230 NE Maynard Rd	Cary	NC 27513	
Phone Number	Fax Number	E-mail Address	Certified By	Certified as	Expires
(919) 832-0380	(919) 839-1402		HRC	FBE	12/21/09

Industry	Company name	Area			
Electrical	Advanced Electrical Systems, Inc	Electrical Engineering & Contracting			
Contact Information					
Evelyn	Strange	P O BOX 36503	Louisville	KY 40233	
Phone Number	Fax Number	E-mail Address	Certified By	Certified as	Expires
(502) 962-1102	(502) 962-1068	evenlyn@aeslou.com	HRC, MSD	FBE	04/27/2010

Industry	Company name	Area			
Electrical	Akin Electric #2	Electrical			
Contact Information					
Wayne	Akin	6607 Broadhale Dr	Louisville	KY 40291	
Phone Number	Fax Number	E-mail Address	Certified By	Certified as	Expires
(502) 807-2468			HRC	MBE	10/12/09

Industry	Company name	Area			
Electrical	Bland Electric Company, Inc	Electrical			
Contact Information					
Lynda	Bland	10015 Grassland Dr	Louisville	KY 40299	
Phone Number	Fax Number	E-mail Address	Certified By	Certified as	Expires
(502) 297-8525	(502) 297-8524	blandelectric@blandelectric.com	HRC	FBE	11/09/09

Industry	Company name	Area			
Electrical	Derbytown Services, LLC	Electrical Contractor, Electrical Services			
Contact Information					
James	White	224 N. Longworth Ave	Louisville	KY 40212	
Phone Number	Fax Number	E-mail Address	Certified By	Certified as	Expires
(502) 494-8052	(502) 778-0114	white4923@bellsouth.net	HRC	MBE	10/31/2010



Steven L Beshear  
Governor

Robert D Vance  
Secretary

Commonwealth of Kentucky  
**PUBLIC PROTECTION CABINET**  
Department of Housing, Buildings, and Construction  
101 Sea Hero Road, Suite 100  
Frankfort, Kentucky 40601-5405  
Phone: (502) 573-2002  
Fax: (502) 573-1598

July 29, 2009

ADVANCED ELECTRICAL S  
JAMES STRANGE JR  
P O BOX 36503  
LOUISVILLE, KY 40233

Re: Electrical Contractor License No. CE4331

Dear Licensee:

It is required that the Electrical Licensing Section be notified of any licensee address changes that occur during the effective period of the attached license.

Six (6) hours per year, of approved continuing education are required for each valid license you hold.

Information about approved continuing education is available at [www.ohbc.ky.gov](http://www.ohbc.ky.gov).

To speak with an electrical licensing specialist, call the Licensing Section at 502.573.2002

Sincerely,

Libby Simpson  
Supervisor  
Electrical Licensing

KENTUCKY DEPT.  
OF  
HOUSING,  
BUILDINGS &  
CONSTRUCTION



EXPIRATION DATE - 7/31/2010	 <b>JAMES STRANGE JR</b> CE4331 ME4325	STATE LICENSE OR CERTIFICATION
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*Louisville and Jefferson County Metro  
Human Relations Commission*

*certifies that*

Advanced Electrical Systems, Inc.

*has met all MSD certification requirements and is hereby deemed a reciprocally certified  
Minority Business Enterprise (FBE).*

  
Carolyn Miller-Cooper  
Executive Director

Date of Issue: 05/15/2009  
Renewal Date: 04/27/2010



MSD

# Louisville and Jefferson County Metropolitan Sewer District Diverse Works Program

This certifies that the company listed below has met MSD's M/WBE certification requirements in accordance with our Diverse Works Contractor Compliance Program.

*Advanced Electrical Systems, Inc (AES)*

Company Description:  
Electrical Contractor

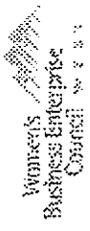
Certification Date: 4/27/09

Expiration Date: 4/27/10

Joy L. Walker, Diversity Analyst

H.J. Schardein, Jr., Executive Director

This certificate is the property of MSD and is not to be misrepresented and is subject to suspension or revocation.



Women's Business Enterprise National Council

in partnership with

Ohio River Valley - Women's Business Council

certifies that the criteria for certification as a

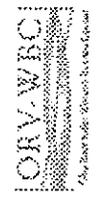
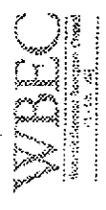
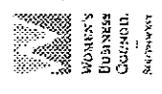
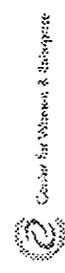
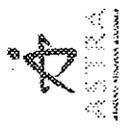
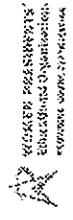
**WOMEN'S BUSINESS ENTERPRISE**  
**WBE**  
has been met by

**Advanced Electrical Systems, Inc**

Expiration Date: 06/17/2010  
Certificate Number: 238210  
SIC Code(s): 1731  
NAICS Codes: 238210

*Rea N. Walden, Ph.D.*

Authorized by Rea N. Walden, Ph.D., Executive Director,  
Ohio River Valley - Women's Business Council



Women's Business Enterprise  
National Council

