

BID DOCUMENTS

**PARKING REVENUE CONTROL EQUIPMENT PREVENTATIVE MAINTENANCE
SERVICE CONTRACT**

LOUISVILLE REGIONAL AIRPORT AUTHORITY

**MAINTENANCE ADMINISTRATION AND SUPPORT SERVICE BUILDING
4320 PARK BOULEVARD
LOUISVILLE, KENTUCKY 40209-0129**

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INVITATION TO SUBMIT BID

LOUISVILLE REGIONAL AIRPORT AUTHORITY

Sealed Bids will be received at the Maintenance Administration Office and Support Services Building, 4320 Park Boulevard, on behalf of the Louisville Regional Airport Authority, Louisville, Kentucky, 40209, until and not later than January 6, 2015 at 2:00 p.m., for the following project:

PARKING REVENUE CONTROL EQUIPMENT PREVENTATIVE MAINTENANCE SERVICE CONTRACT

Bid Opening on January 6, 2015 at 2:00 p.m.

The Authority is soliciting Bids from companies to provide all labor, management, equipment, tools, materials and supplies for the maintenance of software and equipment for the Authority's Scheidt & Bachmann Parking Revenue Control Equipment System (the "Services") for the Louisville Regional Airport Authority (the "Authority"), as specified in the Proposal Documents. **Each Bidder should examine the Bid Documents, and all Attachments thereto to obtain a comprehensive understanding of these documents.**

Bid Documents may be obtained at the Maintenance Administration Office and Support Services Building, Monday through Friday between the hours of 8:00 a.m.-12:00 noon and 1:00 p.m. – 4:30 p.m., or by telephone at (502) 380-8307, beginning December 26, 2014.

Bids will be publicly opened and read in the Conference Room of the Maintenance Administration Office and Support Service Building.

The Authority in accordance with Title VI of the Civil Rights Act of 1964, 78 Statue, 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any Award made pursuant to this advertisement, Disadvantaged Business Enterprises ("DBE's") will be afforded full opportunity to submit Bids in response to this invitation and that no Bidder will be discriminated against on the grounds of, race, creed, handicap, color, religion, sex or national origin in consideration for an Award.

The Authority hereby notifies all Bidders that it will affirmatively ensure that disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, will be afforded full opportunity to submit bids in response to this invitation and that no bidder will be discriminated against on the grounds of race, color, creed, age, sex or national origin in consideration for an award issued pursuant to this advertisement.

The Authority reserves the right to waive any informality in any bid, to reject any and all bids and to negotiate with the bidder whose bids, in the Authority's opinion, is the best bid offered and the most advantageous to the Authority, to such extent as may be necessary.

DEFINITION OF TERMS

Whenever the following terms are used in these Bid Documents, or in any other documents or instruments pertaining to the Service or Product where these specifications govern, the intent and meaning shall be interpreted as follows. All terms may not be used/applicable to this document.

ADVERTISEMENT: The Invitation to Submit Bids for the provision of the Service or Product to be awarded.

AGREEMENT: That document to be entered into by the Authority and the Company, which together with the Bid Documents constitutes the basis for providing the Service or Product.

AGREEMENT DOCUMENTS: All written material covering the Service or Product to be provided. The Agreement documents may include, but are not limited to the following: the Cover Page; Definition of Terms; Invitation to Submit Bids; Instructions to Bidders; General Conditions; Bid Form; Performance Bond and Payment Bond; Bid Guaranty; Insurance Certificates; any Attachments; any Addenda; and the Agreement.

AIRPORT: Airport means any and all property and improvements owned, leased, operated or controlled by the Authority, which, for the purposes of these Bid Documents, shall mean Louisville International Airport and Bowman Field, Kentucky.

AUTHORITY: The Louisville Regional Airport Authority acting through its duly authorized representative.

AWARD: The acceptance by the Authority, through formal action of its Board, of the successful Bidder's offer to provide the Service or Product.

BANK LETTER OF CREDIT: The irrevocable letter of credit issued by a commercial bank, and in a form, satisfactory to the Authority in its sole discretion, which must be drawable in the City of Louisville, Kentucky.

BID: All required submissions contained in the written offer of the Bidder, submitted on the Authority's Bid Form, to provide the Service or Product in accordance with the provisions of the Bid Documents.

BIDDER OR BONA FIDE BIDDER: Any individual, partnership, firm or corporation acting directly or through a duly authorized representative, which submits a bid for the performance or providing of the Service or Product herein offered.

BID DOCUMENTS: Shall be defined and have the same meaning as Agreement Documents and shall also include the Bank Letter of Credit, Bank Cashier's Check or other satisfactory bid guaranty submitted with the Bid, when required.

BID DUE DATE: Shall mean January 6, 2015 at 2:00 p.m.

CALENDAR DAY: Every day shown on the calendar, including Saturdays, Sundays and holidays.

COMPANY OR CONTRACTOR: The individual, partnership, firm or corporation to which the Award is made and which is liable for providing the Service in conformance with the Agreement Documents.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): A certified business enterprise, as defined paragraph 26.5, 49 C.F.R. Part 26, which is majority owned and managed by a female or certain ethnic minority individual(s).

SPECIFICATIONS: A part of the Bid Documents or Agreement Documents that contain the written directions and requirements for qualifying for the Award and providing the Service or Product.

SURETY: The corporation, partnership or individual, other than the Company, executing both the bid guaranty and/or Performance Bond which are furnished to the Authority by the Company. Surety shall be licensed to do business in the State of Kentucky.

SURETY BOND: The bond described in “The Invitation to Submit Bid”, and elsewhere herein, which is submitted with a Bid, to assure the faithful execution of an Agreement by the successful Bidder. The bond is the instrument which binds the surety.

WRITTEN NOTICE: All notices required by the Bid Documents or Agreement Documents shall be in writing, and shall be sufficient, and shall be deemed delivered, if hand delivered, or sent by the certified mail, postage prepaid, by one party to the other at such receiving party’s principal place of business or the last business address known to the party giving the notice.

Whenever, in these Bid Documents or Agreement Documents, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed” or words of the like are imported are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Authority is intended; and similarly, the words “approved”, “acceptable”, “satisfactorily” or words of the like imported are used, it shall mean approved by, acceptable to or satisfactory to the Authority. Whenever the words “he”, “his”, “him”, etc. are used in these Bid Documents or Agreement Documents it shall be understood that such words mean male, female or an impersonal business entity.

Any reference to a specific requirement of a numbered Section, Subsection, Paragraph or Subparagraph of the Bid Document or Agreement Document, or cited standard in the Specifications, shall be interpreted to include all general requirements of the entire Section, Subsection, Paragraph or Subparagraph or any Specification item or cited standard, that may be pertinent to such specific reference.

**PARKING REVENUE CONTROL EQUIPMENT PREVENTATIVE MAINTENANCE
SERVICE CONTRACT
INSTRUCTIONS TO BIDDERS**

I. INVESTIGATION OF CONDITIONS:

The submission of a Bid shall be considered conclusive evidence that the Bidder has investigated all the conditions related to the Agreement and the Service herein described, and is aware of circumstances, procedures, and requirements affecting the Service to be provided. The attention of the Bidder is specifically directed to, and Bidder will be conclusively presumed to have read and become familiar with, all Bid Documents. No claim for adjustment of the provisions of the Agreement Documents, and particularly of the fees to be paid by the Authority to the Company shall be honored.

II. BID REQUIREMENTS:

2.1 The deadline for submitting the Bid Form and other related information is January 6, 2015 no later than 2:00 p.m.

2.2 Bids not conforming to the following requirements may be rejected:

a. The Bid Form and all other information required by the Bid Documents must be submitted in a sealed envelope clearly addressed and identified as follows:

Louisville Regional Airport Authority
4320 Park Boulevard
Louisville, KY 40209

**BID FOR: PARKING REVENUE CONTROL EQUIPMENT
PREVENTATIVE MAINTENANCE SERVICE CONTRACT**

b. If mailed by regular mail, the sealed envelope containing the Bid Form and addressed as specified above shall be in an outer envelope addressed to:

Louisville Regional Airport Authority
4320 Park Boulevard
Louisville, KY 40209

c. If sent by overnight courier service or by hand delivery, the sealed envelope containing the Bid Form and addressed as specified above, shall be in an outer envelope addressed to :

Louisville Regional Airport Authority
4320 Park Boulevard
Louisville, KY 40209

2.3 Bids must be submitted on the Bid Form, which must not be detached from the Bid Document. All blank spaces in the Bid Form must be properly filled in, and the Bid Form properly signed by the Bidder or Bidder's legally authorized officer or agent.

2.4 Bidders must sign and have notarized, the "Bidder's Affidavit" which is part of the Bid Form. This affidavit covers non-collusion and non-conflict of interest. Any Bid that does not include the properly executed affidavit will be declared invalid.

2.5 Bidder must submit, among other things, a statement of its experience as required in the Questionnaire attached hereto as part of the Bid Documents.

2.6 Proposer must submit two copies of its proposal. Proposers must use **blue ink** on all lines requiring signature and/or written information contained in both the Proposal Form and Questionnaire.

2.7 Bidder must furnish all additional data, exhibits or statements that it deems essential and pertinent to assure total understanding and evaluation of its Bid by the Authority.

2.8 Bids must be submitted in such manner as to make them complete and free from ambiguity, without alterations or erasures.

III. REJECTION OR ACCEPTANCE OF BIDS:

3.1 At any time, up to the hour and date set for receipt of Bids, Bidder may upon written request to the Authority withdraw its Bid. After the scheduled time of receipt of Bids, Bidder will not be permitted to withdraw its Bid and the submission of a Bid will constitute a valid offer subject to acceptance by the Authority for a period of 60 calendar days following the due date for Bids.

3.2 The Authority reserves the right to reject any and all Bids, waive any irregularities in any Bid, and to negotiate for the modification of any Bid. The Authority reserves the right to accept the Bid, which in its sole judgement, is deemed the most desirable and advantageous to the Authority even though such Bid may not appear to be the lowest and best price to the Authority.

3.3 Any Bid, which is incomplete, conditional, ambiguous, obscure or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason or reasons.

3.4 If a successful Bidder refuses to enter into the Agreement within 15 Calendar Days after the Agreement is given to the successful Bidder for execution, the right is reserved to accept the Bid(s) of any other qualified Bidder(s) which submitted a bona fide Bid in response to this Bid Document, without re-advertisement.

IV. DISQUALIFICATION OF BID:

Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of a Bid.

- a. Submission of more than one Bid hereunder by an individual, firm or corporation under the same or different names.
- b. Evidence of collusion among Bidders.
- c. A Bidder's default or arrearage under any other previous or existing agreement with the Authority.
- d. Existence of any unresolved claims between the Bidder and the Authority.
- e. A Bidder's default or arrearage under any other previous or existing agreement with anyone other than the Authority.
- f. No Unauthorized Contact by Bidders. Upon the advertisement or other publication of any request for Bids (“RFP”), request for qualifications (“RFQ”), invitation for bids, or other procurement and during the evaluation period for the same:

There shall be no communication or contact initiated by bidders, potential bidders, proposers, potential proposers, responders or potential responders or their representatives (collectively, “bidders”) directed at members of the Authority’s board, its employees, its consultants, or its other representatives concerning the subject of the procurement process, except as permitted by the Authority’s published RFP, RFQ, invitation for bid, or other procurement documents.

1. Unrelated Contact. If the Authority currently contracts with a bidder, this policy shall not prohibit communications between the Authority and the other party to the extent they relate to the existing contract and not the ongoing procurement process.
2. Contact by the Authority. This policy shall not prohibit Authority employees or representatives from contacting a bidder for the purpose of obtaining further information.
3. Policy Violations. The Authority may reject a bid, proposal, or response in the event of any violation of this policy.

V. INCOMPLETE BIDS:

The Authority may consider incomplete any Bid not prepared and submitted in accordance with the provisions of these Bid Documents. Any alteration, omission, addition to the Bid form or any unauthorized conditions, limitations or provisions attached to a Bid may render it incomplete and may be sufficient cause for its rejection. The Authority may also consider the Bid incomplete and may reject it if:

- a. The Bid Form furnished herein is not used or is altered.

- b. There are alternate Bids not called for or irregularities of any kind, which may tend to make the Bid indefinite or ambiguous as to its meaning.
- c. Any documents necessary for Bid purposes which are not complete, are improperly executed, or are missing.

VI. BASIS FOR AWARD:

Awards will be based on the best Bid as evaluated by the Authority. Criteria for Awards include, but are not limited to: price, quality, delivery, supplier history, and previous experience with Scheidt & Bachmann Systems.

VII. NOTICE OF AWARD:

It is anticipated that the Authority will give the Notice of Award to the successful Bidder within 30 Calendar Days after the Bids are received. However the Authority reserves a period of 60 Calendar Days after such receipt during which time the Notice of Award may be given. The Bidder to whom the Agreement is Awarded shall, *within 15 days of the date of delivery by the Authority of the Agreement ready for signing, deliver the Agreement to the Authority fully executed, and evidence of insurance coverage required. All such documents must be executed and delivered by the Bidder and approved by the Authority before the Services can commence.* The Authority reserves the right to cancel the Award without liability at any time before the Agreement has been fully executed by both parties. Failure upon the part of the successful Bidder, to whom an Agreement has been awarded, to execute and deliver the Agreement and other documents required above within 15 days after the date the Final Agreement, ready for execution, is given to such successful Bidder by the Authority, shall be just cause for cancellation of the Award by the Authority. The Award may be made to another Bidder, or all Bids rejected, in the Authority's sole discretion.

VIII. GENERAL:

The following general conditions relate to the submission of Bids and any Award to be made as a result thereof:

- a. The Agreement, if it be Awarded, shall be Awarded by the Authority in response to the Bid offered by a responsible and qualified Bidder who, in the Authority's sole opinion, best meets all of the goals and requirements stated elsewhere in these Bid Documents. Responsibility and qualification are to be determined from the information furnished by the Bidder as well as from other sources determined to be appropriate by the Authority. The Authority further reserves the right not to make an award until after such investigations, as are deemed appropriate, are made regarding the experience, financial responsibility and qualifications of the Bidder.
- b. The Authority shall not be obligated to respond to any Bid submitted, nor shall the Authority be legally bound in any manner whatsoever by the submission of a Bid by any Bidder.
- c. Any agreement arising out of any Bid submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the Authority, its officers, employees or

agents unless reduced to writing and executed by the Authority and the Company in accordance with applicable laws.

d. Statistical information contained in these Bid Documents is for information purposes only. The Authority is not responsible for any inaccuracies or interpretations of data.

e. Under Kentucky's Open Records Act, the Bid submitted in response to this solicitation will be subject to inspection by the public, unless an exception to the Open Record Act applies. KRS 61.878(1)(c)(1) excludes from the Act's disclosure requirements "records confidentially disclosed to an agency...generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records." If Bidder's response to this solicitation contains information Bidder deems as confidential or proprietary, Bidder shall clearly mark the pages containing such information as "CONFIDENTIAL" or "PROPRIETARY." Bidders may not classify an entire response as proprietary or confidential. Bidders' classifications of information as confidential or proprietary will not be binding upon the Authority.

IX. EXPLANATION WRITTEN AND ORAL:

Should there be any doubt as to the meaning or content of these Bid Documents, the Bidder shall at once notify the Tom Middleton, Director of Procurement and Purchasing, in writing or by phone at (502) 380-8307, or facsimile (502) 380-8270. Corrections, changes or clarification, if required, will be made in written addenda to all that have received such documents. The Authority will not be responsible for any oral or other instructions, interpretations or explanations.

X. BIDDER'S WRITTEN COMMENTS:

Bidder shall submit comments on the Bid Documents, if any, by facsimile no later than close of business on December 31, 2014 to the above stated fax number.

XI. GRATUITIES AND KICKBACKS:

The Bidder shall not offer, give or agree to give any Authority employee or former Authority employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy.

**PARKING REVENUE CONTROL EQUIPMENT PREVENTATIVE MAINTENANCE
SERVICE CONTRACT
GENERAL CONDITIONS**

I. GENERAL DESCRIPTION:

1.1 The Authority intends to grant to the most qualified and responsible Bidder (the “Company”) the right and obligation to provide all labor, management, equipment, tools, materials and supplies for the maintenance of software and equipment for the Authority’s Scheidt & Bachmann Parking Revenue Control Equipment System (the “Service”), as more fully described herein. The Company shall base its price generally upon the conditions contained in these Bid Documents. The provision for this Agreement will include without limitation for the Company to furnish all labor, equipment, materials and software updates, as specified herein all at the successful Bidder’s expense.

II. BIDDER QUALIFICATIONS:

2.1 In order to be considered qualified to provide the Products and Service hereunder, each Bidder must, at a minimum, meet the following criteria:

- a. Have not less than five years experience in providing the Products and Service required in this Agreement, to which the Bidder must give documentation and contact references to the Authority, if the Authority so desires.
- b. Provide satisfactory evidence that it can meet or exceed every minimum standard stipulated in the Specifications and/or the Agreement.

2.2 It is mandatory that the individual, partnership, joint venture, or corporation submitting a bid itself, either as presently constituted or existing as a result of some business reorganization, have the above minimum qualifications; and if such is found not to be the case, any Bid submitted by such individual, partnership, joint venture, or corporation will be rejected. In the case of a Bid submitted by a partnership or a joint venture, at least one of the general partners thereof or one of the constituent members of such partnership or joint venture must possess said minimum qualifications.

III. SPECIFICATIONS:

See Attachment A

IV. DRAFT AGREEMENT:

Each Bidder should examine the Draft Agreement for a specific understanding of its terms.

The attached form of agreement is the form of agreement that the Authority contemplates will be executed by the parties. **Any requested changes to this form of agreement must be submitted in writing to the Authority on or before the due date for such proposed changes set forth in the**

section entitled “Bidder’s Written Comments.” All potential Bidders shall be notified of any proposed changes that are accepted by the Authority through an addendum to the bid documents, and if such changes are accepted by the Authority they shall be included in the Agreement that shall be executed by the successful bidder. In the event no proposed changes are submitted, or the proposed changes submitted are not accepted by the Authority as set forth in an addendum to the bid documents, then the form of Agreement as originally proposed by the Authority shall be executed by the successful Bidder. Notwithstanding the foregoing, the Authority shall have the right to make nonmaterial changes to the Agreement up to the date of execution by both parties, and shall also have the right to insert the name of the successful Bidder and the applicable compensation.

V. TERM:

The “Term” of this Agreement shall become binding upon execution by both parties. The “Term” of this Agreement shall be for a period of three years, beginning on the Effective Date and ending on the third anniversary of the Effective Date. The Authority may extend the Term for up to two additional one-year periods by providing written notice to the Company of its intention to do so prior to the end of the Term and any successive one-year period based on terms and conditions, and pricing agreeable to both parties.

VI. INSURANCE REQUIREMENTS:

The Company agrees to maintain and carry, at its own expense, public liability insurance in the amount of \$1,000,000 and automobile liability insurance in the amount of \$1,000,000, each in single limit amounts for damage to property and injury to persons resulting from any one accident. Such policy(ies) shall: (a) be issued by a company or companies acceptable to the Authority, (b) name the Authority as an additional insured, (c) not be cancelled on less than 30 days prior written notice to the Authority, (d) be primary and noncontributory, and (e) waive all rights of subrogation against the Authority and its insurers. The Company shall provide the Authority with a certificate of insurance or such other evidence satisfactory to the Authority that such insurance is in effect. Company shall carry Workers’ Compensation Insurance for the statutory amount and shall provide certification to the Authority.

VII. SAFETY AND SECURITY REQUIREMENTS:

Safety and security of Airport operations are a prime and overriding concern of the Authority. Therefore, the Company shall be bound and shall abide by all rules, procedures, regulations and laws of all governmental bodies, including regulations and rules and procedures of the Authority, as the same may be promulgated from time to time, that relate to Airport access, security and/or safety.

The Company and its personnel assigned to work at the Airport must comply with all OSHA pertaining to the products and Services to be provided. In addition to OSHA Safety Requirements, the following procedures shall be observed:

- a. When Service is performed in areas accessible to either the Authority’s employees, the traveling public or tenants of the Airport, all affected areas shall be marked or roped off by cones or barricades and with appropriate warning signs to notify persons passing

through of any potential danger. Cones or barricades shall also be used in all work areas to notify of any potential danger and or when the Company's equipment is in use. All barricades and signs shall be well marked and easily visible from other vehicles.

b. The Authority reserves the right, at its sole discretion, to inspect all areas for safety violations, direct Company to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if hazards are identified.

c. In the event the Authority should elect to stop work due to any hazard after Company has been notified and provided reasonable time to correct, Company shall bear all costs for eliminating the hazard and shall not be granted compensation for the work stoppage. Company shall pay all additional expenses.

d. Aisles, passageways, alleyways, entrances, exits, and access to fire protection equipment must be kept unobstructed at all times.

e. Company shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. Company shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, persons, property, equipment and vehicles.

VIII. KENTUCKY RECIPROCAL PREFERENCE:

(a) Reciprocal Preference Statutes. The evaluation of responses to this solicitation is subject to a reciprocal preference for Kentucky residents under KRS 45A.490 to 45A.494, which are attached hereto as Exhibit "A" and incorporated herein.

(b) Residents. A bidder wishing to claim resident status must submit the completed affidavit attached hereto as Exhibit "B" with its response.

The Authority reserves the right to request information supporting a claim of resident status. Failure to provide such information upon request shall result in disqualification or contract termination.

(c) Nonresidents. Bidders not claiming resident status need not submit the affidavit referenced above. Each nonresident bidder shall submit with its response a certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified there shall be deemed the state of residency for the bidder. If the bidder is not required by law to obtain a certificate of authority from the Kentucky Secretary of State, the Bidder's state of residency shall be deemed to be that which is identified in its mailing address as provided in its response.

**PARKING REVENUE CONTROL EQUIPMENT PREVENTATIVE MAINTENANCE
SERVICE CONTRACT
FOR THE
LOUISVILLE REGIONAL AIRPORT AUTHORITY**

BID FORM

The undersigned Bidder, having examined the conditions associated with the proposed Service to be provided, and having carefully read and examined all of the Bid Documents which include, but are not limited to: Definition of Terms, Invitation to Bid, Instructions to Bidders, General Conditions, Bid Form, and Agreement; and any and all related documents to provide the Service described therein, and having become familiar with the specifications, requirements and procedures thereof, hereby proposes and offers to perform all obligations associated herewith and proposes to furnish all labor, supplies, and equipment required to perform all of the work in strict accordance with the Bid Documents.

The Undersigned certifies that it has examined and is fully familiar with all of the provisions of the Bid Documents and is satisfied that they are accurate; that it has carefully checked all words and figures, and other matters that in any way affect the work or the cost thereof.

I. BID PRICE:

1.1 The Bid price submitted shall remain firm for the duration of the Agreement and includes all expenses of every kind and nature associated with providing the labor, management, equipment, tools, materials, software updates and supplies for the maintenance of software and equipment for the Authority’s Scheidt & Bachmann Parking Revenue Control Equipment System (the “Services”) including, but not limited to, all direct and indirect costs, direct labor costs, overhead, fee or profit, clerical support, materials, supplies, managerial support and all documents which will be provided. The Authority is exempt from state and local taxes. Exemption Certificates will be furnished upon written request. The Authority is not located in an “enterprise zone” as defined in KRS 154.45-010. All taxes for goods and services furnished to the Authority are the exclusive responsibility of the supplier.

Preventative Maintenance:

Year 1: \$ _____
Year 2: \$ _____
Year 3: \$ _____

Option Years:

Year 4: \$ _____
Year 5: \$ _____

II. WARRANTY:

2.1 Company warrants to the Authority that all Materials used to provide the Service shall be free from defects in materials and workmanship, and shall conform to the requirements of the order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new and unused, of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the items.

III. ADDENDA:

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions or modifications to, or deletions from the conditions, provisions or Service called for in these Addenda are included in this Bid.

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

(Note: If no Addenda have been received, write in "None")

NOTE: You must register at the Authorities web-site to insure you receive notice of Addendums. See Cover Page for Instructions.

IV. LEGAL STATUS OF BIDDER:

4.1 **CORPORATION**

1. When incorporated? _____
2. Where incorporated (state)? _____
3. Is the corporation authorized to do business in Kentucky?
Yes () No ()
4. Furnish the following information on the principal officers of the corporation.

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4.5 **SOLE PROPRIETORSHIP**

1. Proprietor's Name in Full _____
2. Address _____
3. Company Name _____
4. Company Address _____
5. How long in business under this Company name? _____

V. AFFIDAVIT:

Attached hereto is the executed and notarized Bidders Affidavit as required in the Instructions to Bidders.

The undersigned also specifically acknowledges the fact that the Authority's primary responsibility in awarding this Agreement is to have a gutter system fabricated and installed, and the undersigned pledges its determination to provide such Products and Service.

THIS _____ DAY OF _____, 2015

SIGNATURE OF AUTHORIZED AGENT: _____

TITLE: _____

BUSINESS ADDRESS OF BIDDER: _____

NOTE ALL SECTIONS OF THIS BID MUST BE FULLY COMPLETED AND FILLED IN AT THE TIME THIS BID IS SUBMITTED. WHERE THE REQUESTED INFORMATION IS NOT APPLICABLE, SO INDICATE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BID.**

BIDDER' S EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE
PARKING REVENUE CONTROL EQUIPMENT PREVENTATIVE MAINTENANCE
SERVICE CONTRACT
FOR THE
LOUISVILLE REGIONAL AIRPORT AUTHORITY

The Bidder hereby certifies the truth and correctness of all statements and of all answers to questions herein. Omissions, inaccuracy or misstatements may be cause for rejection of a submitted Bid. All information requested in this Questionnaire must be completed, accurately and in the form requested. If more space is necessary for answering any of the questions in this questionnaire, use the reverse side of the form or attach additional pages as required.

1. Name and address of Bidder exactly as it should appear on the Agreement:

2. Name, address and contact of Bidder, if different from above, for purposes of notice or other communication relating to the Bid and Agreement. (If Bidder is other than an individual, provide the name of an individual who can answer for Bidder):

Telephone Number: _____

Fax Number: _____

3. Number of years Company has provided Services specified:_____

4. Give name, location and dates of operating contracts, if any, that have been terminated within the last five years either voluntarily or involuntarily, prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits for the termination of any facility operated by you within the past five years.

7. Please give at least three references, preferably Airports, to which you have an Agreement to provide similar Services to in comparison to the Authority.

NAME OF COMPANY CONTACT PERSON TELEPHONE NUMBER

- a.. _____
- b. _____
- c.. _____

8. Other information Bidder may wish to furnish:

Attachment “A”

Specifications

A. Company will provide on call maintenance and service support during normal business hours: 08:00 – 17:00, Monday through Friday, excluding Federal Holidays on the Company supplied Parking and Revenue Control Equipment listed in Exhibit A. Company will return service request phone calls from the Authority or their authorized representative during normal business hours within one (1) hour. NOTE: The Authority or their designated representative will place any request for service to a toll free number provided by the Company. Should the service request require on-site presence, the time period in which the Company’s representative will be on-site will be indicated by the Authority or their representative during the response phone call. The maximum amount of time between the service request for service and on-site presence (if required) will be 24 hours, excluding weekends and Federal Holidays. The Authority and/or the Authority’s representatives authorized to place service requests are listed in Exhibit B.

B. Company will provide 24/7 phone support. Company will return all service phone calls within 1 hour from the Authority’s call. If on site support is required, the following protocol will be followed:

- a. Calls Monday through Friday between 8 a.m. and 4 p.m., on site support will be provided the same day.
- b. Calls Monday through Thursday after 4 p.m., on site support will be provided next business day.
- c. Calls Friday after 4 p.m., Saturday, Sunday or Federal Holiday, on site support will be provided the next business day.

In the event on site support is absolutely required for b. or c. situation, the Authority will be assessed an hourly service rate of \$200.00 per hour.

C. Company will provide four (4) preventative maintenance cycles: one (1) per quarter. Each preventative maintenance cycle will be documented indicating work performed and will be submitted to the Authority. An example of preventative maintenance report is attached as Exhibit C.

D. The scope of work for this agreement does NOT cover any repairs necessitated by vandalism, customer or the Authority misuse, Acts of God, or any other cause that does not specifically relate to normal wear and tear. In addition, the scope of this contract does not cover the cost for any parts utilized during service and/or preventative maintenance activities. Parts used in the servicing of the equipment will be provided by the Authority or provided by the Company. If the part used is taken from the Authority’s spare parts inventory, replacement of that part will be processed by the Authority utilizing the approved RMA process. See Exhibit D. The Authority will be responsible for issuing purchase orders for replacement of spare parts. If the part used is supplied by the Company, the Authority will be invoiced for the part upon conclusion of the service episode.

EXHIBIT A

Reciprocal Local Preference Statutes

45A.490. Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

45A.492. Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

45A.494. Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident

bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

EXHIBIT "B"