



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #10-2012 Reverse Auction Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 28th, 2012**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #10-2012 Reverse Auction Services

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district,

or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated Cost of Services

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin
Buyer Senior
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2012.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

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

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

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

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

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

Lexington-Fayette Urban County Government MBE/WBE Participation Goals

PART 1 - GENERAL

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

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

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

- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF PROPOSER

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

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from

firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

By

Date

Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent 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 Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer 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 proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG 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, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG 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 the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG 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 LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent 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 Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE.

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall

provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00246039

**Lexington-Fayette Urban County Government
Request for Proposals
Reverse Auction Services**

Section 1 – Scope of Services

The Lexington-Fayette Urban County Government (LFUCG) is seeking the services of a company to conduct sealed bid, reverse auctions. The LFUCG is seeking the following services:

1. Program Design

- Provide consulting to LFUCG on which items to reverse auction and how to structure the reverse auction.
- Provide consulting to LFUCG on pre-qualifying suppliers to participate in reverse auctions.
- Provide training to LFUCG employees and suppliers on how to use the reverse auction process, technology, and tools.
- Provide training to suppliers on how to bid using the reverse auction technology/tools.
- Own and operate the reverse auction technology/tools.
- Conduct the auctions.
- Provide real-time monitoring of the auctions in progress.
- Provide supplier assistance during auctions.
- Provide alternate systems and processes to obtain bids from non-standard suppliers (e.g., a supplier without Internet connectivity).

In addition, LFUCG is interested in systems containing features that provide structured negotiation and multidimensional bidding in association with reverse auctions, e.g., capabilities for ranking non-price factors such as warranty period, help-desk service, etc. LFUCG wants to see these services structured at no cost to LFUCG.

2. Contract Negotiations

The Respondent will develop a sample contract between LFUCG and the Respondent for LFUCG's review and approval, and as applicable, other agreements, e.g., with suppliers for LFUCG review and approval.

3. Education, Marketing & Outreach

The Respondent will assist with development and implementation of marketing plans/materials for reverse auctions targeted toward LFUCG and potential suppliers. The plan will include the Respondent's attendance at "kick off" meetings and potentially other events.

Amount of Auction

The LFUCG does not guarantee any number of auctions or dollars it will spend through a reverse auction process.

Cost To LFUCG

The LFUCG will give preference to reverse auction platforms in which the LFUCG is not charged any fees. Platforms in which the awarded supplier bears the cost of the reverse auction services are preferred.

Section 2 – Format of Proposal

2.1 Technical:

Please provide a technical description of your proposed solution. The system(s) provided by the proposer should be platform independent and comply with all applicable industry standards. If your solution requires the LFUCG supply any hardware, provide a detailed list of the required hardware.

2.2 Functional:

Please provide a description of the functionality provided by your proposed solution. The LFUCG is interested in solutions that provide flexibility in how a reverse auction can be conducted. The following functionality is preferred:

- Ability to have multiple line items per lot;
- Ability to have multiple lots per auction;
- Ability to structure an auction for various pricing scenarios;
- Ability for public viewing of the auctions;
- Ability for LFUCG viewing of the auctions (the LFUCG would see additional information not shown to suppliers or the public);
- Provide auction detail and summary data;
- Detailed reporting and records in both paper and electronic format of all bidding-related events and their timing during the reverse auction, including the connectivity of suppliers participating (include sample reports with response);
- Within two (2) business days after completion of an on-line bidding event, the Respondent shall submit to the LFUCG a tabulation of all bids received. The tabulation shall certify, in writing, that all items presented are true and correct.
- Prior to the start of an on-line bidding event, the LFUCG shall receive a list of all pre-registered Respondents through e-mail.
- The LFUCG shall have access to view an on-going on-line bidding event, during the bidding event.
- The LFUCG shall receive a preliminary list of the bidding history through e-mail within one (1) hour of the completion of the bidding event.

2.3 Reliability/Uptime: Please provide information about the reliability of your proposed solution. The LFUCG intends to give preference to proposals which provide for guaranteed reliability or the auction will be at no cost to the LFUCG in addition to being re-auctioned at a later time,

Where applicable please include information about such issues as:

Backups

Dual-paths, redundant systems

Uptime statistics

Disaster Recovery

Application stability – “stress-test” statistic, concurrent users supported, etc.

Other

2.4 Implementation Time: Please provide information about the average implementation time that it would take for LFUCG to use your service(s).

2.5 Security: Please provide information about the security of your proposed solution. The proper handling of information regarding the procurement of products and services and the assured integrity of the bidding process are of paramount importance to the LFUCG and require a very high level of security.

2.6 Confidentiality: Respondent acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and the awarded supplier shall make all reasonable efforts to ensure that no such confidential information is disseminated or left exposed to unauthorized access by it or its employees.

2.7 Secure Storage/Transmission of Data: All auction data transmitted over the internet must be through and encrypted transmission, such as 128-bit Secure Sockets Layer (SSL) encryption. All Respondent’s systems used in conjunction with providing the service to LFUCG shall be protected by industry standard devices (e.g. firewalls) and continuously monitored for unusual access activities using industry standard intrusion detection software and procedures.

2.8 Secure Physical Locations: Any information and/or data obtained by the Respondent from the LFUCG's customers, or LFUCG suppliers shall be stored in a place physically secure from access by unauthorized persons. Awarded supplier(s) shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by supplier(s) in providing the product(s) and service(s) under the awarded contract(s) shall be secure and equipped with reasonable precautions against damage.

2.9 Support Services: Please provide information about the technical and non-technical support features, both to the LFUCG and to the LFUCG's suppliers, of your proposed solution. Where applicable please include information about such issues as:

- Training
- Consulting
- Technical Support
- Help Desk
- Maintenance
- Implementation and migration services
- Account Representatives
- Assistance in developing marketing plans/materials for reverse auctions to state agencies, local units of government, and potential sellers.

2.10 Buyer Experience: Each Respondent must submit a list of three (3) customer references and three (3) local (LFUCG, City, and Municipality) government agencies who used the Respondent for reverse auction services on more than one (1) occasion in the past twenty-four (24) months. Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Respondent shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the LFUCG. The LFUCG shall be the sole judge as to what is acceptable experience.

2.11 Seller Experience: Each Respondent must submit a list of three (3) customer references from sellers who placed bids using your reverse auction software on more than one (1) occasion in the past twenty-four (24) months. Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Respondent shall have acceptable experience of successfully providing the services described in this RFP to clients whom have similar requirements, scope of service(s), and quantities as those of the LFUCG. The LFUCG shall be the sole judge as to what is acceptable experience.

2.12 Staffing of Project:

- a. Proposed organizational chart for the service.
- b. Description and responsibilities for all proposed staff.
- c. Names and experience of key staff proposed. (be specific). Resumes are acceptable.
- d. Provide sufficient data to lead evaluators to the conclusion that your firm has the financial capability to perform. (income statement, balance sheet suggested).

2.13 Period of Contract

The period of contract shall be for one (1) year, with the option to renew for four (4) additional one (1) year periods at the LFUCG's discretion.

2.14 Cost Proposal

Proposed Commission for conducting reverse auctions with the following range of final award.

The percentage Commission is charged by the auction service provider to the successful bidder(s).

The auction service provider must bill LFUCG supplier(s) based on actual usage throughout contract or through estimated usage in a one time bill depending upon supplier(s) preference. **The LFUCG will not be responsible for providing auction service provider with usage information on any contract awarded using a reverse auction process conducted by the provider.**

BID AWARD AMOUNT	% COMMISSION
\$ 0 - \$ 50,000	
\$ 50,001 - \$ 100,000	
\$ 100,001 - \$ 500,000	
\$ 500,001 - and above	

If your commission rates vary from the form provided above, please provide below:

Indicate minimum bid amount, one-time cost or annual expenditure, for an item or service to be considered for a reverse auction

\$ _____

Indicate any fees, one-time or ongoing, that you charge bidders using your auction services:

Reverse Auction Functions

The requirements for reverse auction functions are listed below. The Respondent must demonstrate which of the following elements exist in the offered Reverse Auction service:

- | | <u>Yes</u> | <u>No</u> | <u>Description of Feature</u> |
|-----|--------------------------|--------------------------|--|
| 1 | <input type="checkbox"/> | <input type="checkbox"/> | User registration: Bidders are granted access to the event site based on the LFUCG's preferences. They are allowed different levels of access to the site depending on their assigned roles. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Individual bidder training: Awarded supplier(s) provides training to all auction event participants as necessary |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | User profile and preferences: Users of the auction site can manage their own vital profile information, such as contact information, payment and freight terms, that apply to a particular transaction, as deemed appropriate by the awarded supplier(s). |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder review RFP: Bidder can review RFP/Bid/Quote online. |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder submit bids: Bidder can submit bids online. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Attribute-based bidding (view): Bidder can bid products with varying attributes (specifications), and those attributes can be viewed real-time by the buyer (and suppliers, if specified). |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Review and submit bids: Bidders can review bids before final submission to prevent bids placed in error. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder review all bids: Bidder can review all of his/her (historical) bids online. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Bid Display: Real time display of bids as they are received. |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Obtain real-time award status updates online: Bidders can determine whether their bid was the apparent winning bid online. |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | Bidder notified of fulfillment online: Bidder can be notified of fulfillment of contract online. |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | Select and invite Bidders: The LFUCG can select and invite bidders from those who submitted proposals or quotes. |

	<u>Yes</u>	<u>No</u>	<u>Description of Feature</u>
13.	<input type="checkbox"/>	<input type="checkbox"/>	Configure bid controls: The LFUCG can configure how the auction is conducted, such as bid invitations, auto extension, and bidding on all lines.
14.	<input type="checkbox"/>	<input type="checkbox"/>	Add items to auction: Software allows the LFUCG to include items, such as item description, shipping information, notes to bidders, pricing parameters, and item-specific attributes when adding line items to an auction.
15.	<input type="checkbox"/>	<input type="checkbox"/>	Define evaluation criteria: The LFUCG can define bid evaluation criteria for the auction, such as best value or lowest price.
16.	<input type="checkbox"/>	<input type="checkbox"/>	Stipulate target price: Software allows the LFUCG to indicate a target price for the auction event's contract(s).
17.	<input type="checkbox"/>	<input type="checkbox"/>	Stipulate/enforce mandatory reserve price: Software allows the LFUCG to impose a mandatory reserve, which represents the minimally acceptable price for the LFUCG.
18.	<input type="checkbox"/>	<input type="checkbox"/>	View bidder information: The LFUCG can view bidder information during the auction event.
19.	<input type="checkbox"/>	<input type="checkbox"/>	Monitor/detect/identify bidder connections (and failure thereof) during auction event: Software allows event administrator to detect participants' Internet connections to the event, and to distinguish each participant from the others.
20.	<input type="checkbox"/>	<input type="checkbox"/>	Failure recovery/Risk mitigation: Ability to recover from a catastrophic outage, i.e. ability to recreate from point of failure.
21.	<input type="checkbox"/>	<input type="checkbox"/>	Phone support during auction: Software provides bidders and LFUCG telephone support during auction event.
22.	<input type="checkbox"/>	<input type="checkbox"/>	Compare bids and award: The LFUCG can compare final bids and award the auction event.
23.	<input type="checkbox"/>	<input type="checkbox"/>	Secure user registration: Software allows secure registration of bidders and the LFUCG.
24.	<input type="checkbox"/>	<input type="checkbox"/>	Latest SSL (version): Indicates whether software utilizes latest version of Secure Socket Layer (SSL) security.
25.	<input type="checkbox"/>	<input type="checkbox"/>	Level of encryption: Indicates level of encryption of software.

- | | <u>Yes</u> | <u>No</u> | <u>Description of Feature</u> |
|-----|------------|-----------|---|
| 26. | [] | [] | Allow static preview of auction: Software allows a preview of the auction setup for participants prior to the auction event. |
| 27. | [] | [] | Include/display item-or auction –level notes and attachments (e.g., anticipated award date, product minimum specifications, and delivery point(s)). |
| 28. | [] | [] | Multiple categories/sub-categories to be bid upon during auction. |
| 29. | [] | [] | Stipulate/enforce mandatory bid start price: Software allows the imposition of a mandatory maximum or minimum mandatory bid start price. |
| 30. | [] | [] | Supports multi-currency transactions: Software converts multiple currencies real-time into the appropriate currency, specified by the LFUCG. |
| 31. | [] | [] | Minimum bid decrement or increment modifiable: The minimum bid decrement or increment can be modified according to the LFUCG's preferences. |
| 32. | [] | [] | Automatic minimum bid decrement or increment: Software only allows bids that are at least as great as the minimum bid decrement, in both percentage terms and absolute dollar terms. |
| 33. | [] | [] | Automatic supplier communication: Software allows communication between Respondents and the LFUCG in event of emergency or clarifications. |
| 34. | [] | [] | Automated supplier tracking: Software can detect the connections and identities of bidders online. |
| 35. | [] | [] | Proxy bidding: If a bidder loses their connection, the awarded supplier(s) can bid on their behalf. |
| 36. | [] | [] | Pause feature for buyers: Software allows auction to be paused by the LFUCG during the auction event, and to be resumed when deemed proper. |
| 37. | [] | [] | Save bid(s) function for paused auctions: Software saves all bid information for auctions that are paused. |

	<u>Yes</u>	<u>No</u>	<u>Description of Feature</u>
38.	<input type="checkbox"/>	<input type="checkbox"/>	Auto extend an auction: Auction can be extended based on pre-specified criteria, such as last bids placed competitively.
39.	<input type="checkbox"/>	<input type="checkbox"/>	Database of capture final bids for evaluation: Software captures the best and final bids from each bidder for post-auction evaluation.
40.	<input type="checkbox"/>	<input type="checkbox"/>	Bidder registration: Bidders are granted access to the event site based on the auction creator's preferences. They are allowed different levels of access to the site based on their assigned roles.
41.	<input type="checkbox"/>	<input type="checkbox"/>	Maintain past auction templates: Software allows past auction templates to be maintained by the auction creator.
42.	<input type="checkbox"/>	<input type="checkbox"/>	Copy previously created auction: Software allows the LFUCG to duplicate a past auction for future use.
43.	<input type="checkbox"/>	<input type="checkbox"/>	Display of Bidding Information to Interested Parties: Software configurable (at the option of the LFUCG) to display bidder information, pricing information and other auction attributes at various levels (LFUCG – all bids, bidder - two lowest bids, etc)
44.	<input type="checkbox"/>	<input type="checkbox"/>	Automatic refresh: Software automatically refreshes at the LFUCG indicated time increments.
45.	<input type="checkbox"/>	<input type="checkbox"/>	Power bidding: Software can revise bids automatically for bidders on those items on which they have previously bid. These revisions can consist of a specified percentage or dollar amount.
46.	<input type="checkbox"/>	<input type="checkbox"/>	“Safety net” feature: Software can impose a bid safety net for each bidder, below which the bidder is not permitted to place bids, or prompt bidder to be sure it wants to submit a bid at the specified price.

RFP #10-2012 - Reverse Auction Services					
Consultant/Vendor Name:					
Selection Criteria	Notes	Total Points	Score(1-5)	Weighted Score	Comment
Specialized experience and technical competence of the staffing of the firm with the type of service required.		20	0		Weighted Score= (Total Points/5)xScore
Capacity of the staffing of the firm to perform the work, including any specialized services, within the time limitations.		15	0		Weighted Score= (Total Points/5)xScore
Character, integrity, reputation, judgment, experience and efficiency of the staffing of the firm.		15	0		Weighted Score= (Total Points/5)xScore
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules;		15	0		Weighted Score= (Total Points/5)xScore
Familiarity with the details of the project.		15	0		Weighted Score= (Total Points/5)xScore
Degree of local employment to be provided by the person or firm.		10	0		Weighted Score= (Total Points/5)xScore
Estimated cost of services.		10	0		Weighted Score= (Total Points/5)xScore
Final Technical Score		100	0	0	

DBE Participation(Name) _____
 DBE Portion(Percentage) _____
 Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____