

COVER SHEET

RFP # 26-2025 REAL ESTATE APPRAISAL SERVICE FOR SANITARY AND STORM SEWER CAPITAL IMPROVEMENT PROGRAM

Issue Date: 8/12/2025

Close Date: 8/28/2025 2:00pm est

Response Date: August 14, 2025

STATEMENTS OF QUALIFICATIONS FROM WILL BERKLEY AND BLUEGRASS VALUATION GROUP, LLC

366 Waller Avenue, Suite#203
Lexington, Kentucky 40504

Bluegrass Valuation Group, LLC
willberkley@qx.net

p. 859-276-2278
f. 800-341-9597

1. Letter of Transmittal and Certifications

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

RE: RFQ #26-2025 Real Estate Appraisal Services For Sanitary and Storm Sewer Capital Improvement Program

William L. Berkley & Bluegrass Valuation Group, LLC are pleased to provide a response to the Request for Quote **#26-2025 Real Estate Appraisal Services For Sanitary and Storm Sewer Capital Improvement Program**

William L. Berkley & Bluegrass Valuation Group, LLC hereby certifies as follows:

I certify that **William L. Berkley** is a State Certified General Real Property appraiser in Kentucky and is located in Central Kentucky. I certify that William L. Berkley is approved by the Kentucky Transportation Cabinet for all levels of appraisal projects as well as approved to provide appraisal review services.

I certify to the best of my knowledge, that **William L. Berkley and/or Bluegrass Valuation Group, LLC** has (have) no conflict of interest regarding any financial or other personal interest in any real property that may be acquired for a project.

I certify to the best of my knowledge and belief, **William L. Berkley & Bluegrass Valuation Group, LLC** and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

I certify that I will abide by all requirements and acknowledge all certifications stated in General Provisions or elsewhere in the RFQ, as if fully set out herein, however, An exemption request regarding Professional Liability Aggregate Limits has been attached per instructions and is made part of the response hereto. Please find said Exception in the Appendix attached hereto. I further certify that all the information included within this document is, to the best of my knowledge, correct as of the date indicated below:

Point of Contact for day-to-day operations:

Will Berkley

366 Waller Avenue, Suite #203

Lexington, Kentucky 40504

Office: 859-276-2278, Cell: 859-983-2526, Fax: 800-341-9597

willberkley@qx.net

Thank you for this opportunity and consideration and we look forward to your decision.
Sincerely,



8/14/2025

William L. Berkley, Jr., President
Bluegrass Valuation Group, LLC

Date

2. PROJECT TEAM

William L. Berkley, and Bluegrass Valuation Group, LLC are current Kentucky Transportation Cabinet pre-qualified real estate appraisers headquartered in Fayette County, Kentucky. Will Berkley, President of Bluegrass Valuation Group (hereafter, BVG) has read the Solicitation; specifically, the Scope of Services as defined in RFQ #26-2025 and agrees to meet all of the requirements outlined within the RFQ in its entirety, as if set out specifically herein.

William L. Berkley & his partners at BVG have a vast understanding of the requested appraisal activities as described in the scope of work and is familiar with the applicable statutes and regulations that govern appraisals of this type.

From 2001 through 2009 William L. Berkley & BVG, completed over 65 appraisal reports for the LFUCG Purchase of Development Rights Program. Since 2019 William L. Berkley and Bluegrass Valuation Group have prepared 60+ projects or individual appraisal reports for the Sanitary and Storm Sewer Capital Improvement project. Additionally, they have consistently provided appraisal and review services for the Division of General Services, Water Quality and Engineering of the LFUCG.

William L. Berkley is pre-qualified to provide both appraisal and review services statewide for the Kentucky Division of Real Property and the Kentucky Transportation Cabinet and has completed appraisal and review reports on a continuous basis since 1989 for both agencies. Bluegrass Valuation Group's Ben Baker is also pre-qualified to provide appraisal services for the Kentucky Transportation Cabinet and has completed appraisals for KYTC and numerous lending clients for the past thirteen (16) years.

With thirty two (35) years of experience, William L. Berkley has provided real estate appraisal, project report development, appraisal review, and expert testimony for highway right of way projects; litigation valuation; damage studies, water and sewer line easements; conservation easements and purchases of development rights; gas pipeline easement; power transmission line and pole easements; airport condemnation and litigation; and acquisitions for LPA's, cities, and universities.

As an expert in Real Estate Values, Mr. Berkley has served as a qualified expert witnesses many times, testifying in Circuit Court and Federal Court within State of Kentucky.

Staff Appraisers, Greg Richardson and Patrick Musser are also experienced and adept in working on multiple KYTC appraisals as well as other commercial client projects.

Additionally, William L. Berkley and Bluegrass Valuation Group have completed appraisal reports for conservation easements for the PACE program and Kentucky Heritage Land Council. We have also provided conservation easement appraisal reports for the purposes of donation and purchases by the Bluegrass Conservancy, Inc.

Resume

William L. Berkley, Jr.

Mr. Berkley is the general partner of Bluegrass Valuation Group, LLC and has 35 years of experience in real estate valuation. He holds a General Certification from the Kentucky Real Estate Appraisers Board (Number 721). William has served as the past treasurer and secretary for the Bluegrass Chapter of Appraisal Institute. He is a licensed real estate broker in the State of Kentucky and a member of both the International Right of Way Association and served two terms on the Lexington Fayette Urban County Government Planning Commission as well as having been a participant in Leadership Central Kentucky. William's education includes a BS in Business Administration from the University of Kentucky where he majored in Finance and an Associate of Applied Science from the Lexington Community College where he majored in Real Estate. He has finished course work through the Appraisal Institute.

REAL ESTATE APPRAISAL, REVIEW & EXPERT TESTIMONY

- Highway Right Of Way
- Litigation Valuation
- Utility Easements and Towers
- Sewer Line Easement
- Conservation Easements & Purchase Of Development Rights
- General Certified Appraiser (Kentucky)
- Damage Studies
- Leadership Central Kentucky
- Pipeline Easement
- Power Transmission Line And Pole Easement
- Airport Acquisition and Aviation Easement
- Acquisition For LPA's, Cities & Universities
- Member International Right Of Way Association
- Commissioner Lexington Fayette Urban County Planning Commission

GEOGRAPHIC LOCATION OF PAST PROJECTS

- Central Kentucky - Fayette, Clark, Bourbon, Scott, Madison, Mercer, Jessamine, Garrard, Franklin, Anderson, Bath, Fleming, Montgomery, Boyle, Shelby, Nicholas, Menifee, Powell & Estill County
- Northern Kentucky - Boone, Campbell, Grant, Kenton, Owen, Mason, Lewis, Henry, Gallatin, & Carroll County
- Southern Kentucky – Laurel, Pulaski, Rockcastle, McCreary, Wayne & Whitley County
- Eastern Kentucky – Breathitt, Boyd, Perry, Bell, Floyd, Clay, Harlan, Elliott, Morgan, Knox, Pike, Lawrence & Rowan County
- Western Kentucky – Jefferson, Henderson, Meade, Grayson, Hart, Hardin, Marion, Warren, Washington, Nelson, Daviess, Christian, Muhlenberg & Crittenden County

In the name and by the Authority of the

Commonwealth of Kentucky



Kentucky Real Estate Appraisers Board

Hereby grants a/an Certified General Real Property Appraiser

To William L Berkley
366 Waller Ave., Ste. 203 Lexington KY 40504

who has complied with the provisions of Chapter 324A of the Kentucky Revised Statutes IN WITNESS WHEREOF, we have caused the official seal to be fixed and attested for the year shown below.

/s John Dexter Outlaw

Chair



License Number: 721

Issue Date: June 26, 1992

Expire Date: July 1, 2026

(2. PROJECT TEAM CONTINUED – page 4)

BENJAMIN D. BAKER

Professional Affiliations:

- Certified General Appraiser - Kentucky Real Estate Appraisers Board No. 4701
- Candidate of the Appraisal Institute.
Candidate No: 516502
- Licensed Real Estate Sales Associate in the State of Kentucky

Education:

- University of Kentucky, Lexington, Kentucky
B.S. in Economics and Finance, 2007.
- Courses include Real Estate Principles, Financial Analysis, Microeconomics, Macroeconomics, Economic Development, Statistics, and Monetary Economics.
- Weikel Institute of Real Estate: Real Estate Law
- Appraisal Institute:
General Market Analysis & Highest and Best Use
General Site Value and Cost Approach
General Appraiser Income Approach (Part II)
General Appraiser Sales Comparison Approach
General Appraiser Report Writing & Case Studies
Advanced Applications
Advanced Sales Comparison & Cost Approach
Advanced Income Capitalization
General Demonstration Appraisal Report Writing
Appraising the Appraisal: Appraisal Review-General

Experience:

- Bluegrass Valuation Group, LLC f/k/a Berkley Appraisal Co. Lexington, Kentucky
May 2008 to Present
Full Time Appraisal of Commercial and Right-of-Way Properties
- Empire Management, Lexington, Kentucky
September 2007 to May 2008
Property management and leasing at a large apartment complex.
- Career in the Real Estate Industry since graduation from University of Kentucky in May of 2007.

(2. PROJECT TEAM CONTINUED – page 5)

RECENT APPRAISAL CLIENTS:

Financial Institutions:

BB&T, Fifth Third Bank, Community Trust Bank, Bank of Kentucky, Central Bank & Trust Company, Traditional Bank, Peoples Exchange Bank, PBI Bank, United Bank, American Founders Bank, Farmer's National Bank, Republic Bank, Kentucky Bank, Bank of Hindman, Whitaker Bank, Magnolia Bank, First Trust Bank, First Financial Bank, First Capital Bank of Kentucky, U.S. Bank, Monticello Bank, Independence Bank, Peoples Bank of Madison County, Hancock Bank & Trust Company, Winfirst Bank, Citizen's Commerce Bank, Cumberland Valley National Bank, Guardian Savings Bank, First Southern National Bank, Park Community Credit Union, University of Kentucky Federal Credit Union.

Non-Financial – Governmental Institutions:

Commonwealth of Kentucky Transportation Cabinet – Right of Way, Lexington Fayette Urban County Government, Fayette County Public Schools, Internal Revenue Service, University of Kentucky, Eastern Kentucky University, Dinsmore & Stohl LLP, Stites & Harbison, PLLC, Law Firm of McBrayer.

APPRAISED FOR:

Full Range of Commercial Properties including Multi-Family Residential, Industrial, Retail, Subdivision Development, and Farms.

In the name and by the Authority of the

Commonwealth of Kentucky



Kentucky Real Estate Appraisers Board

Hereby grants a/an Certified General Real Property Appraiser

To Benjamin D Baker
366 Waller Avenue Suite 203 Lexington KY 40504

who has complied with the provisions of Chapter 324A of the Kentucky Revised Statutes IN WITNESS WHEREOF, we have caused the official seal to be fixed and attested for the year shown below.

/s/ John Dexter Outlaw

Chair



License Number: 4701
Issue Date: December 17, 2012
Expire Date: July 1, 2026

(2. PROJECT TEAM CONTINUED – page 7)



(2. PROJECT TEAM CONTINUED—page 8—BERKLEY Approval with State of KY)



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 605 2400003219

Version: 1

Record Date: 03/26/2024

Document Description: Statewide ROW Appraisal and Review Services- Barkley

Cited Authority: FAP111-43-00-STD
Personal Services Contracts-Standard

Reason for Modification:

Issuer Contact:Name: ALLAN COLDIRON
Phone: 502-782-3981
E-mail: allan.coldiron@ky.govVendor Name:
BLUEGRASS VALUATION GROUP LLC

366 WALLER AVE
SUITE 203
LEXINGTON KY 40504Vendor No. KY0020864
Vendor Contact
Name: WILL BERKLEY
Phone: 859-276-2278
Email: WILLBERKLEY@QX.NET

Effective From: 07/01/2024

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Statewide Appraiser Contracts	\$0.000000	\$200,000.00	\$200,000.00

Extended Description:

Renewal contract for PON2-605-2200002970.

Statewide Right of Way Appraisal Services for non-project specific assignments.

Per LRC Government Contract Review Committee Policy 99-2, the Maximum Rate Schedule for a Real Estate Appraiser is not to exceed \$560 per day.

Shipping Information:	Billing Information:
KYTC Division of Right of Way and Utilities 200 Mero Street 4th Floor Frankfort KY 40622	KYTC Division of Right of Way and Utilities 200 Mero Street 4th Floor Frankfort KY 40622

TOTAL CONTRACT AMOUNT: \$200,000.00

(2. PROJECT TEAM CONTINUED—page 9—BAKER Pre-Approval with State of KY



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:

PON2 605 2400003188

Version: 1

Record Date: 04/01/2024

Document Description: Statewide ROW Appraisal and Review Services Baker

Cited Authority: FAP111-43-00-STD
Personal Services Contracts-Standard

Reason for Modification:

Issuer Contact:Name: ALLAN COLDIRON
Phone: 502-782-3981
E-mail: allan.coldiron@ky.gov**Vendor Name:**

BOLD PURSUITS LLC

1217 SPECULATOR CT

LEXINGTON

KY 40514

Vendor No.

KY0045732

Vendor ContactName: BENJAMIN BAKER
Phone: 859-801-7727
Email: boldpursuits@gmail.com

Effective From: 07/01/2024

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Statewide Appraiser Contracts	\$0.000000	\$200,000.00	\$200,000.00

Extended Description:

Renewal contract for PON2-605-2200002936

Statewide Right of Way Appraisal Services for non-project specific assignments.

Per LRC Government Contract Review Committee Policy 99-2, the Maximum Rate Schedule for a Real Estate Appraiser is not to exceed \$560 per day.

Shipping Information:	Billing Information:
	KYTC Division of Right of Way and Utilities 200 Mero Street 4th Floor Frankfort KY 40622

TOTAL CONTRACT AMOUNT: \$200,000.00

(2. PROJECT TEAM CONTINUED–page 10–Proof of Principal Office in Fayette Co.)

Commonwealth of Kentucky Michael G. Adams, Secretary of State		0891013 Michael G. Adams KY Secretary of State Received and Filed 4/29/2025 4:38:35 PM Fee receipt: \$15.00	LARF
Michael G. Adams Secretary of State P. O. Box 1150 Frankfort, KY 40602-1150 (502) 564-3490 http://www.sos.ky.gov	Annual Report Online Filing For the Year 2025	ARP	
Company: Bluegrass Valuation Group, LLC Company ID: 0891013 State of origin: Kentucky Formation date: 6/30/2014 3:54:58 PM Date filed: 4/29/2025 4:38:36 PM Fee: \$15.00 Principal Office 366 Waller Avenue Suite 203 Lexington, KY 40504			
Registered Agent Name/Address Will Berkley 366 Waller Avenue Suite 203 Lexington, KY 40504			
Members/Managers Member Will Berkley 366 Waller Avenue Suite 203, Lexington, KY 40504 Member Ben Baker 366 Waller Avenue Suite 203, Lexington, KY 40504 Member Ed Gibson 366 Waller Avenue Suite 203, Lexington, KY 40504 Member Greg Richardson 366 Waller Avenue Suite 203, Lexington, KY 40504			
County: FAYETTE Business size: Small Business type: Real Estate			
Signatures Signature Will Berkley Title President			

3. Sample List of Clients - Similar Work Performed

1) Lexington Fayette Urban County Government

200 E. Main Street

Lexington, KY 40507

PDR Program – Maner Ferguson & Billy Vanpelt

General Services

Office of Chief Development Officer – Mr. Craig Bencz (859)258-3430

Division of Water Quality- Charlie Martin & Elizabeth Sebren

(859)425-2087

Division of Engineering – Paul Willard (859)258-3416

2) Commonwealth of Kentucky

200 Mero Street

Frankfort, KY 40622

Department of Highways – Eric Monhollon (502)782-4947

Division of Real Property – Natalie W. Brawner (502)564-2111

3) Bluegrass Conservancy, Inc.

380 South Mill Street Suite 205

Lexington, KY 40508

Ms. Ashley Greathouse (859)255-4552

4. STATEMENT OF HOURLY RATES

Based on our past experience with the LFCUG Division of Water program and , requirements, and having performed similar appraisal assignments our hourly rates for all individuals identified in the organizational chart are as follows:

Proposed Rate Per Hour: \$175.00.

APPENDIX

- **Exception**
- **Copy of Affirmative Action Plan**
- **Copy of Request For Proposal
(including all forms therein signed and
acknowledged)**

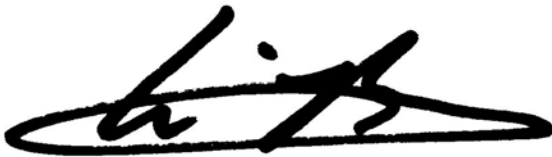
EXCEPTION

DATE: August 14, 2025

RE: RFP 26-2025

Bluegrass Valuation Group, LLC requests an exception be granted to the Professional Liability Insurance \$3 Million Dollar Aggregate requirement in above-referenced RFQ. Bluegrass Valuation Group, LLC, currently maintains Professional Liability Insurance with a \$2 Million Dollar Aggregate limit, and requests that such be deemed acceptable for this contract, given the type of services that Bluegrass provides, and the limit of risk involved. We formally request that an exception be made, and a waiver be granted in regard to the \$3 Million Dollar Aggregate Requirement, and that our current limit of liability of \$2 Million Aggregate limits of Professional Liability be deemed acceptable for this contract.

Respectfully,

A handwritten signature in black ink, appearing to read 'Will Berkley', written over a horizontal line.

Will Berkley, President,

Bluegrass Valuation Group, LLC

BLUEGRASS VALUATION GROUP, LLC
AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY

I. Policy

A. General Statement

Bluegrass Valuation Group, LLC, is an equal opportunity employer operating under federal and state laws which prohibit discrimination against any person in recruitment examination, appointment, training, promotion, retention or any other personnel action because of such individual's race, color, religion, sex, national origin, or ancestry. This Affirmation Action Plan restates that commitment and assigns continuing responsibility for specific activities to ensure that minorities and women are considered in all employment activities.

In initiating the Plan the District recognizes (1) that it is necessary to identify and deal with discrimination and roadblocks to equal opportunity, intended or unintended; (2) that well-conceived, planned and realistic actions are necessary to provide for achieving true equality of opportunity; (3) that these actions be aggressively pursued; (4) that an effective periodic self-evaluation is needed to ascertain whether pre-determined goals are being met; and (5) that this evaluation will result in updating the action plan, as necessary, to meet changing needs and to effectively resolve problems.

B. Administration and Communication of the Plan

The Plan is under the direction of the President of Bluegrass Valuation Group, LLC, and the overall responsibility for administering the Plan rests with him. However, each Partner is responsible for applying the Affirmative Action Plan to all activities within their responsibility and scope of work and shall be held accountable for results. Such cooperative action as is necessary between Partners shall be coordinated by the President. A continuing evaluation of the effectiveness of the Plan shall be made by the President and periodic evaluation of the results of the Plan shall be included in any subsequent meetings with the Partners.

Copies of this Plan shall be distributed to all Partners and the President of the Company, by the Office Manager, to ensure the recognition of the major commitment and top management approval of the Plan.

C. Community Participation

Bluegrass Valuation Group, LLC, goes on record as supporting community activities which are designed to improve the employability of minorities including educational and training programs conducted by various educational institutions. Liaison, established by personal contact, will be maintained with existing equal opportunity programs.

II. Recruitment

Recognizing that recruitment efforts are the means by which the Affirmative Action Plan can be implemented with significant and immediate results, any recruitment effort by any Partner or Officer of the company assumes equal responsibility of attracting minority and female applicants.

A. Development of Contacts by the Partners

1. Where appropriate and needed, attend meetings of community, minority, and women's organizations to explain policy and objectives.
2. Where appropriate and needed, represent Bluegrass Valuation Group, LLC, at local conferences which relate to the employment of minorities and women.
3. Encourage minority and female employees to refer their friends who are qualified for job vacancies.
4. Where appropriate and time permitting, participate in local career days at schools and colleges, particularly those with large numbers of female and minority students.

B. Encouragement of Job Applicants

1. Include "Equal Opportunity Employer" on all recruitment advertising.
2. Post promotional opportunities and encourage applications.
3. Advertise job vacancies in media reaching women and the minority community.
4. Indicate on job announcements that positions are open to women and men.

III. Selection

Screening of applicants is the responsibility of the Department of Personnel through review of applications, testing, interviewing, and certification. Final selection is the responsibility of the various department heads with the approval of the General Superintendent.

A. Examinations

The definition of examinations includes the process from review of applications to final determination of eligibility. While an evaluation of all tests used in selection is not feasible at the present time, the following actions shall be taken to avoid discrimination and to acquire pertinent statistics for use in any further evaluation.

1. Where possible, eliminate from the application form all inquiries concerning race, color, religion, sex, national origin or ancestry. This includes, but is not limited to pre-employment inquiries concerning marital status, maiden name, number of dependents, arrest record.
2. For written tests, keep a record of the success of women and minority group members in taking the test.
3. The President or Partner should notify the other partners, if, in his judgment, the experience requirements or the tests are unnecessarily restricting selection for employment or promotion or when he feels the test has poor validity.

B. Counseling

1. Suggest to rejected applicants possible actions to improve their chances of future employment.
2. Provide career counseling to present employees upon request, pointing out promotional opportunities, career ladders used by other employees, and training needs.

C. Appointment

1. Persons making final selection should interview as objectively as possible all persons certified to them by the President or other Partner(s), and notify applicants not appointed of the reason for the decision.

2. Where the staff has an unrepresentative mix of minorities and women, merit factors remaining equal, special attention should be given to this matter when a vacancy is to be filled.

IV. Training

1. Encourage women and minority employees to participate in education and training courses given by Bluegrass Valuation Group, LLC and courses given within the community.
2. Special attention should be given to promoting the selection of minority members and women for in-service trainings.
3. Organize additional training courses for upgrading the skills of employees.
4. For future evaluation purposes, record the participation rates of women and minorities in training courses and their use of educational leave and educational assistance.
5. Include information regarding the Affirmative Action Plan in all training courses at all levels, especially training sessions for supervisors.
6. Utilize the orientation interview to describe the Plan and career possibilities.

V. Career ladders and Promotion

1. Post promotional opportunities and encourage the widest range of applications.
2. Develop para-professional jobs which can be filled by trainable employees from the lower grade levels.
3. On an individual basis, counsel employees on their probable career ladder.
4. As the need arises, rate employees on their promotional potential and provide career information and training information.
5. Consider re-structuring jobs to provide promotional opportunity for semi-skilled employees.
6. Encourage Partners to notify the President and other Partners of minority staff members and women who have significant promotional potential so that the Partners and/or President can suggest they apply for any vacancies available at a higher level.

VI. Evaluation and Reporting

1. Data shall be compiled every year indicating the number and percentages of employees in each department by designated pay grade levels from various minority groups. A similar report shall be prepared on women.
2. A summary and evaluation of the above data shall be prepared for distribution to the President and all Partners, and other interested persons.
3. Partners shall report to the President and/or the Office Manager, any problems or suggestions on the implementation of the Plan to aid in the evaluation.

VII. Complaints and Appeals

1. Complaints resulting from the administration of this plan shall be submitted to the President with copies to all Partners..
2. If the complaint is based on alleged discrimination because of race, color, religion, sex, national origin, or ancestry, the complainant may appeal to the Civil Service Board, where the complaint is within the jurisdiction of the Board as provided for in the applicable statutes and Personnel Rules. If the Board finds that there was discrimination, it shall recommend or where so empowered by statute, it shall order, appropriate corrective action.

ACKNOWLEDGEMENT AND ADOPTION OF PLAN:

14th August 2025

The foregoing plan is hereby read and adopted by Bluegrass Valuation Group, LLC, this ____ day of ____

Will Berkley

Will Berkley, President, Bluegrass Valuation Group, LLC

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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

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:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

See the proposal requirements section for scoring criteria.	

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 regarding this RFP shall be addressed through:
<https://lexingtonky.ionwave.net>

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 Procurement
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, Will BERKLEY, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Will BERKLEY and he/she is the individual submitting the proposal or is the authorized representative of Bluegrass Valuation Group, LLC, 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 Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Robert Paul Hunt II on this the 13 day
of August, 2025

My Commission expires: KYND91390



NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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.

Will Berkeley

Signature

Bluegrass Valuation Group, LLC

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		5														5	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: Will Berkley Date: 08 / 13 / 2025

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: Bluegrass Valuation Group LLC

Complete Address: 366 Waller Avenue Suite 203, Lexington, KY 40504
Street City Zip

Contact Name: Will Berkley Title: President

Telephone Number: 859-983-2526 Fax Number: NA

Email address: willberkley53@gmail.com



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 26-2025

The MWDBE and/or veteran 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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran 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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐



and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Date

Company Representative

Title

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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Will Berkley
Signature

8/13/2025
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable 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, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Consultant acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Consultant in any manner.
- (6) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

Consultant understands and agrees that it shall demonstrate the ability to assure compliance with these risk management provisions prior to final acceptance of its proposal and the commencement of any work or services.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Consultant 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 LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Consultant. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially

available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- e. LFUCG 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.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT 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 THE RESPONSE 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 Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

Verification of Coverage

Consultant agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Consultant understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG 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 Consultant for any such insurance premiums purchased, or suspending or terminating the work.

**SCOPE OF SERVICES
REQUEST FOR QUALIFICATIONS
REAL ESTATE APPRAISAL SERVICES
SANITARY AND STORM SEWER
CAPITAL IMPROVEMENT PROGRAM**

Background

The Lexington Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) will accept Statements of Qualifications from current Kentucky Transportation Cabinet (KYTC) pre-qualified real estate appraisers headquartered within the “Bluegrass Area Development District (BGADD) of Kentucky for Real Estate Appraisal Services relating to the Sanitary and Storm Sewer Capital Improvement Programs.

The BGADD includes Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott, and Woodford Counties of Kentucky.

DWQ will retain a list of qualified real estate appraisers to provide general and complex written appraisals necessary to secure temporary and permanent pipelines easements or fee simple property acquisitions. Selected property appraisers will be assigned to different project areas and work with “to be determined” negotiating teams in the final resolution of all required easements and acquisitions.

Contract Type

The contract will be an indefinite services delivery contract. **There will be no guarantee of work for any selected appraisers.**

The intent of this contract is to assign projects to pre-qualified appraisers to provide general and complex written appraisals necessary to secure temporary and permanent pipelines easements or fee simple property acquisitions. The Division will select no more than three (3) qualified appraisal firms for award.

As new projects are developed by DWQ, pre-qualified appraisers under contract will be asked to submit a cost proposal for services as defined below for a specific project area. The cost proposal shall utilize the hourly rates submitted in their proposal and be based upon a man-hour projection for the services requested.

If DWQ deems the proposed fee to be within acceptable guidelines, the appraiser will be authorized to proceed under a Task Order with a defined Scope of Services. It is the

intent of DWQ to have multiple appraisers available to perform this work without a formal procurement process for each individual project.

Contract Term

The duration of this Agreement is for 365 days from the OWNER'S Urban County Council approval. The Agreement provides for two annual renewals, but only upon approval by the OWNER'S Urban County Council, consistent with the terms of this Agreement.

Submittals

Statements of Qualification shall be limited to 15 pages and shall be structured as follows:

Section

1. Letter of Transmittal

- One page maximum

2. Project Team

- Provide organizational chart identifying all individuals who will accomplish the primary tasks for completing the written appraisals and the specific roles those individuals will have in completing the written appraisals. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include resumes of key project team individuals. Proposal must contain proof the submitting firm is currently pre-qualified with the Kentucky Transportation Cabinet (to complete assignments for KYTC or to complete assignments for other state and local agencies that use the KYTC list) and headquartered within the BGADD of Kentucky for proposal to be accepted. Ten pages maximum.

3. List of Clients for Which Similar Work has Been Performed

- Provide Client Name, Contact Person, Contact Phone Number, and identify by name the projects completed for each Client. Three pages maximum.

4. Statement of Hourly Rates

- Provide a statement of hourly rates for all individuals identified in the organizational chart. Provide a statement of expected reimbursable expenses. One page maximum.

Evaluation Criteria:

DWQ will evaluate the Statements of Qualification according to the following criteria:

	Criteria	Points
1.	Appraisal Team Qualifications - Specialized experience and technical competence of the person or firm with the type of service required	25
2.	Appraisal Team Experience in Similar Work – Past record and performance on contracts with the LFUCG or other government agencies and private industry with respect to such factors as quality of work and ability to meet scheduling	25
3.	Character, integrity, reputation, judgment, experience and efficiency of the person or firm	10
4.	Hourly Rates	40

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:

Brian Marcum, Procurement Officer Senior
LFUCG Division of Procurement
brianm@lexingtonky.gov