Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, February 13, 2024

3:00 PM

packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

0171-24 Table of Motions: Council Work Session, February 6, 2024

Attachments: TOM 02.06.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0172-24 Summary: General Government and Planning Committee, January 16, 2024

Attachments: 1.16.24 GGP Summary and Motions

0173-24 Presentation: Time Out for People Award

0174-24 Presentation: Digital Access Project

Attachments: Digital Access Project LFUCG Council Presentation

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report - Price Contract Bid Recommendations

0164-24 Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:
(a) Div. of Streets & Roads - Crack Sealing - 3-2024 - C & R Asphalt, LLC;
(b) Div. of Water Quality - Hydrogen Sulfide Gas Data Loggers and Equipment - 2-2024 - Detection Instruments Corporation;
(c) Div. of Fleet Services - Motor Oil Rebid - 12-2024 - Apollo Oil LLC, Four O Corporation, Hawkins Bailey Warehouse Inc and

Riley Oil Company; and,
(d) Dept. of Environmental Quality & Public Works - City Street Striping & Marking Supplemental - 9-2024 - M & M Services Company Inc and S & L Contracting LLC.

Attachments:
12-2024 Riley Oil Co .pdf
2-2024 Detection Instruments Corporation.pdf
3-2024 C&R Asphalt.pdf
9-2024 MM Services Co. Inc_.pdf
9-2024 SL Contracting LLC.pdf
12-2024 Apollo Oil LLC.pdf
12-2024 Four O Corp.pdf
12-2024 Hawkins Bailey Warehouse.pdf

XI. Public Comment - Issues Not on Agenda

XII. Adjournment

Administrative Synopsis - New Business Items

a **0077-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Smart Communications Holding, LLC, for the installation and operation of an inmate communications system at the Div. of Community Corrections, at no cost to the Lexington-Fayette Urban County Government. [Div. of Community Corrections, Colvin]

Attachments:
SMART COMMUNICATIONS PHONE SVCS memo FY24
Smart Comm - Lexington-Fayette - Schedule of Services
Smart Comm - Lexington-Fayette - Master Services Agreement
Smart Communications proposal
Smart Comm - Lexington-Fayette - Master Services Agreement edited 2-13-2
Smart Comm - Lexington-Fayette - Schedule of Services edited 2-13-24 v2
RESO 77-24 Agreement with Smart Communications for Inmate Communicat
R-075-2024
Contract #035-2024

b **0142-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $316,126.75. [Div. of Water Quality, Martin]

Attachments:
Blue Sheet
FY 2024 UKRF Class B Infra - Council map
FY24 Class BI UKRF GAA with Att A Grantee Signed
0142-24- UKRF WQ Grant 4884-0455-2101 v.1.docx
R-076-2024
Contract #037-2024

c **0143-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute and submit an application for an Encroachment Permit to the Ky. Transportation Cabinet, to allow for the closure of Oliver Lewis Way for StreetFest, at no cost to the Urban County Government. [Div. of Environmental Services, Carey]

Attachments:
bluesheet memo KYTC Encroachment Permit App StreetFest
LFUCG Streetfest Application for Encroachment Permit
0143-24- StreetFest Road Closure App to KYTC 4872-8919-4917 v.1.docx
R-077-2024
Contract # 042-2024

d **0145-24** An Ordinance amending the authorized strength by abolishing two

(2) classified positions of Solids Processing Supervisor, Grade 519E, and creating two (2) classified positions of Solids Processing Supervisor, Grade 519N, in the Div. of Water Quality, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective the first payroll Monday following passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0035
From To 24.0035
ORD 0145-24 4888-9131-6642 v.1.docx
O-028-2024

e **0148-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for testing applicants with the Div. of Fire and Emergency Services for Recruit Firefighter positions, at a cost not to exceed $3,000, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0036
Contract
148-24 4856-7079-5683 v.1.docx
R-065-2024
Contract #028-2024
Contract #028-2024

f **0152-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement (awarded pursuant to RFP No. 2-2024) with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at the Div. of Parks and Recreation Maintenance Building at Masterson Station, at a cost not to exceed $62,853. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo SES Masterson Station Maintenance Facility
RFP-2-2024-Exhibit A
SES-Proposal-Exhibit B
MaintenanceBldg_Location_Map
Professional Services Agreement RFP 2-2024 (law edits) .1 . 4855-0038-108
0152-24- Solar Panels at Parks Building 4872-3964-8933 v.1.docx
R-078-2024
Contract #034-2024

g **0156-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Engineering Service Agreement with Strand Associates, Inc., for the design of the Liberty Rd. Improvements Project, at a cost not to exceed $1,244,333. [Div. of Engineering, Burton]

Attachments: 24-Blue Sheet Memo Strand
BA 12800
ESA with attachments for mayor signature
Liberty Road improvements - Project Extents Map
0156-24 (Strand Engineering Agreement) 4873-7740-4580 v.1.doc
R-079-2024
Contract #044-2024
Contract #044-2024

h **0157-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $1,000,000 in Federal funds under the 2023 assistance to Firefighters Grant Program, to host a paramedic training course, the acceptance of which obligates the Urban County Government to the expenditure of $100,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Attachments: 24-Blue Sheet Memo AFG App No. 1
0157-24 (AFD Paramedic Training) 4879-9160-7460 v.1.docx
R-080-2024

i **0158-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000 in Federal funds under the 2023 Assistance to Firefighters Grant Program, to add preventative cancer and cardiac screenings to incumbent physicals, the acceptance of which obligates the Urban County Government to the expenditure of $50,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Attachments: 24-Blue Sheet Memo AFG App No. 2
0158-24 (AFG Cancer Screenings) 4891-1174-9284 v.1.docx
R-081-2024

j **0159-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000 in Federal funds under the 2023 Assistance to Firefighters Grant Program, to add Personal Protective Equipment (PPE) and replacement of two brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of $50,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Attachments: 24-Blue Sheet Memo AFG App No. 3
0159-24 (AFD PPE) 4892-3980-6116 v.1.docx
R-082-2024

k **0160-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Ky. Veterans Hall of Fame Foundation, Inc., for various services related to the Ky. Veterans Hall of Fame, including the Ky. Veterans Hall of Fame Induction Ceremonies in 2024 and 2025, at a cost not to exceed $25,000. [Mayor's Office, Cammack]

Attachments: Kentucky Veterans Hall of Fame Agreement Memo 24-25
PSA - KY Veterans Hall of Fame Signed 24-25
RESO 160-24 - Kentucky Veterans Hall of Fame PSA 4857-0845-1747 v.1.do
R-083-2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0171-24

File ID:	0171-24	**Type:**	Summary	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/08/2024
File Name:	Table of Motions: Council Work Session, February 6, 2024			**Final Action:**	02/13/2024

Title: Table of Motions: Council Work Session, February 6, 2024

Notes:

Sponsors:

Attachments: TOM 02.06.24

Deed #:

Drafter:

Enactment Date:

Enactment Number:

Hearing Date:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved				Pass

Text of Legislative File 0171-24

Title

Table of Motions: Council Work Session, February 6, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 6, 2024

Mayor Gorton called the meeting to order at 3:01 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Lynch, Fogle, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Ellinger II to approve the January 30, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Wu to approve New Business. Seconded by Plomin. Motion passed without dissent.

VII. Continuing Business/Presentations

Sheehan provided a summary of the December 5, 2023 Environmental Quality & Public Works Committee Meeting.

Motion by Sheehan to place on the docket for the February 15, 2024 council meeting an ordinance amending section 2-96 of the Lexington Fayette Urban County code of ordinances to rename the "Metropolitan Environmental Improvement Commission of the Lexington Fayette Urban County Government" to the "Environmental Commission of Lexington Fayette County," consistent with current practice; amending section 2-97 of the code of ordinances to reduce the number of members to twenty-five (25) and adding a councilmember as a non-voting ex-officio member; and amending section 2-99 of the code of ordinances to add an information officer as an officer of the commission and setting officers' terms at two (2) years; effective upon passage of council. Seconded by Gray. Motion passed without dissent.

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report – Price Contract Bid Recommendations

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Ellinger II to adjourn at 3:33 p.m. Seconded by Sheehan. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0172-24

File ID:	0172-24	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/08/2024
File Name:	Summary: General Government and Planning Committee, January 16, 2024			**Final Action:**	02/13/2024
Title:	Summary: General Government and Planning Committee, January 16, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	1.16.24 GGP Summary and Motions			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Received and Filed				

Text of Legislative File 0172-24

Title

Summary: General Government and Planning Committee, January 16, 2024

General Government and Planning Committee

January 16, 2023

Summary and Motions

Chair Worley called the meeting to order at 1:06 p.m. Vice Mayor Wu and Committee Members J. Brown, Ellinger, Lynch, LeGris, Sheehan, Baxter, Reynolds, and Plomin were in attendance. Council members Fogle, Gray, F. Brown, and Sevigny were present as non-voting members.

I. October 17, 2023 General Government and Planning Committee Summary

Motion by Plomin to approve the October 17, 2023, GGP Committee Summary. Seconded by Baxter. Motion passed without dissent.

II. Global Lex Annual Update

Isabel Taylor, LFUCG's Multicultural Affairs and Title VI Coordinator, gave the Global Lex 2023 Annual Update. Global Lex opened in 2015 and currently has staff that speaks Spanish, French, Arabic, Swahili, Lingala, Tshiluba, and other languages. They have one administrator senior, one Americorps Vista, and three interns from abroad. Global Lex is housed in the Multicultural Affairs Office. Taylor gave an overview of the purpose of Global Lex and its mission. In the last year, Global Lex has focused much of its efforts on outreach and education for health care. Global Lex usually gives LFUCG public safety divisions priority. They also target specific areas in English like driver's education, farming workshops, emergency preparedness, financial literacy, domestic violence, victim assistance and community awareness, winter safety, free tax-filing, cross-cultural communication, as well as American laws and culture.

The estimates for the Limited English Proficiency (LEP) population in 2023 are 106,780 individuals. This number is calculated by using Fayette County Public Schools (FCPS) data; there are 10,678 LEP students at FCPS. The number of LEP students has grown 233% since 2010. Global Lex works with community organizations to provide resources.

No action was taken on this item.

III. Annual Item Update

A motion by Wu to remove item #27: *A Follow-up from IR committee Regarding Council Sponsored Re-Zoning*, seconded by Shayla Lynch. The motion passed unanimously.

A motion by Sheehan to remove item #1: *Civic Lex Public Comment Proposal*, seconded by Baxter. The motion passed unanimously.

A motion by Reynolds to remove item #13: *PLN-ZOTA-22-00015: Intents ZOTA*, seconded by Baxter. The motion passed unanimously.

A motion by Reynolds to remove item #18: *Review and Implementation of a Capital Improvement and Maintenance Plan for Facilities and Fleet*, seconded by Baxter. The motion passed unanimously.

A motion by J. Brown to remove item #26: *Accessory Dwelling Units Update*, seconded by Plomin. The motion passed unanimously.

A motion by Lynch to remove item #16: *Crown Act*, seconded by Baxter. The motion passed unanimously.

A motion by Baxter to remove item #3: *Review of Neighborhood Access and Traffic Calming Measures*, seconded by Plomin. The motion passed unanimously.

A motion by Baxter to remove item #31: *Council Rules*, seconded by Wu. The motion passed unanimously.

A motion by Worley to remove item #15: *One-Stop Lexington*, seconded by Wu. The motion passed unanimously.

IV. Adjournment

The Committee adjourned at 1:56 pm.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0173-24

File ID:	0173-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/08/2024
File Name:	Presentation: Time Out for People Award			**Final Action:**	02/13/2024
Title:	Presentation: Time Out for People Award				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Received and Filed				

Text of Legislative File 0173-24

Title

Presentation: Time Out for People Award

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0174-24

File ID:	0174-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/08/2024
File Name:	Presentation: Digital Access Project			**Final Action:**	02/13/2024
Title:	Presentation: Digital Access Project				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	Digital Access Project LFUCG Council Presentation			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Received and Filed				

Text of Legislative File 0174-24

Title

Presentation: Digital Access Project

Digital Access Project

Fayette County Clerk

University of Kentucky Commonwealth Institute for Black Studies

Central Kentucky Slavery Initiative

Lexington Black Prosperity Initiative

Blue Grass Community Foundation & Knight Foundation Donor Advised Charitable Fund

LexPark

What is the Digital Access Project (DAP)?

- Project to digitize and make publicly available Fayette County's property records from the late 1700s – 1865 and forward, approximately 91,000 pages to date.
- Records contain the names of those enslaved persons who were sold, purchased, transferred, emancipated, listed as fugitives, and used as collateral to secure debts.
- Funded through the Blue Grass Community Foundation & the Knight Foundation Donor Advised Charitable Fund.

DAP Directors & Staff

- Co-Director: Dr. Vanessa Holden, UK Associate Professor, Dept. of History, Director of UK African American and Africana Studies, Director of the Central Kentucky Slavery Initiative
- Supervisor & Co-Director: Mr. Shea Brown, Fayette County Deputy Clerk, Special Projects, Land Records Department
- Evolving group of paid workers and volunteers, both UK students and community members.

Statistics May, 2022 – December, 2023

Number of Books Digitized	176
Approximate # of Pages Scanned	91,000
Number of Community Workers	7
Number of UK Student Workers	13
Avg. # Books Digitized Per Week	2.3
Avg. # Pages Scanned Per Week	1,150

Primary Source Books Digitized

- Deed Books A – 70, and continuing (late 1700s – 1884)
- Will Books A – Z (1793 – 1867)
- Burnt Records 1 – 8 (late 1700s – 1803)
- County Court Orders 1 – 20 and O (1803 – 1878)
- Old Fayette Surveys (1780s and 1817 – 1876)
- Declaration of Marriage Books (entries can be prior to 1866 for African-American marriages)

Endless Possibilities: How Can We Use the Records?

- Central Kentucky History
- Genealogy
- Researching Enslaved People & Slavery
- Chain of Title Search
- Geography & Preservation Research
- Legal Concepts Education
- Colonial Style Handwriting Transcription Training

DAP in action

Digitization Specialist



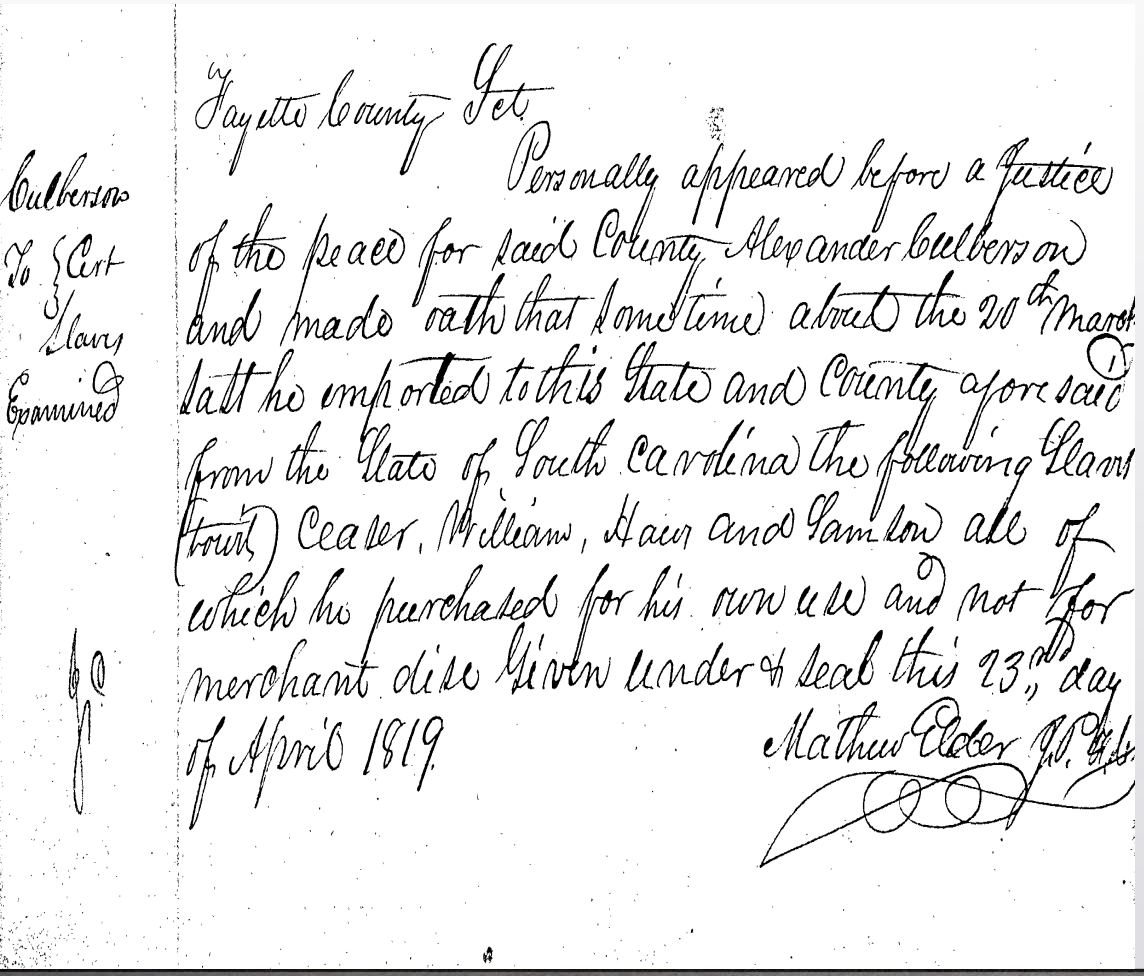
Bookeye 4 Scanner Station





SLAVE RECORD TRANSACTION

Colonial Style Handwriting Image


Culberson
No 3 Cert
3 Slaves
Examined

Fayette County Sct

Personally appeared before a Justice of the peace for said County Alexander Culberson and made oath that sometime about the 20th March last he imported to this State and County aforesaid from the State of South Carolina the following Slaves (to wit) Ceaser, William, Hauer and Samson all of which he purchased for his own use and not for merchant dise Given under my seal this 23rd day of April 1819

Mathew Elder J.P.F.C.

Sample Transcription of Image

Fayette County Sct

Personally appeared before a Justice of the Peace for said County, Alexander Culberson and made oath that sometime about the 20th March hast he imported to this State and County aforesaid from the State of South Carolina the following slaves (to wit), Ceaser, William, Hauer and Samson all of which he purchased for his own use and not for merchant dise. Given under and seal this 23rd day of April 1819.

Matthew Elder, J.P.F.C.

[*This Proof of Ownership of Slaves is recorded in Deed Book S Page 339*].

Groundbreaking Project with Challenges

- Sheer magnitude of total page volume being digitized and made available through a free online portal.
- Time period of the records – Fayette County is the first in Kentucky to engage in a project of this type and one of only a few nationwide.
- Sensitive information found documented in government records.
- Level of digitization challenges in completing the scans.
- Team relationships and partnerships being formed to enlighten & educate our community.

What's Next for DAP?

- Community engagement and education – designing community programming.
- Digital Humanities Portal – designing a series of digital exhibits.
- Transcription Initiative – designing a metadata transcription project that will make high quality transcriptions of documents available.
- Module Pilot – designing constructive conversations with county clerks throughout the Commonwealth of Kentucky.
- Continued fundraising through the Blue Grass Community Foundation, bgcf.givingfuel.com/DAP.

Special Recognitions

- Recipient of the 2023 Barbara Hulette Award, presented by the Blue Grass Trust for Historic Preservation, for efforts in preserving Central Kentucky history, heritage, environment, sense of community or other significant endeavors.
- Featured in the Blue Grass Trust for Historic Preservation 2024 educational DeTour video detailing work on the economic wealth of John Wesley Hunt through the work of enslaved persons.
- Featured in the Lexington Herald-Leader, Nov. 14, 2023, and Smiley Pete Southsider and Chevy Chaser Magazines, January, 2024.

How To Access

- Visit the Fayette County Clerk's Online Land Records Portal:

https://fayettedeeds.com

Click on Land Records Search/ Non-Indexed Documents

- For Instructions & Glossary of Terms/Useful Information resources visit:

www.fayettecountyclerk.com

Land Records/ Digital Access Project

Questions?

Contact Mr. Shea Brown, DC, Fayette County Clerk's Office

Fccprojects@fayettecountyclerk.com

(859) 253-3344

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0164-24

File ID:	0164-24	**Type:**	Communication (Procurements)	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Central Purchasing
				File Created:	02/07/2024
File Name:	2-15-2024 Mayor's Report Price Contracts			**Final Action:**	02/15/2024

Title: Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

(a) Div. of Streets & Roads - Crack Sealing - 3-2024 - C & R Asphalt, LLC;

(b) Div. of Water Quality - Hydrogen Sulfide Gas Data Loggers and Equipment - 2-2024 - Detection Instruments Corporation;

(c) Div. of Fleet Services - Motor Oil Rebid - 12-2024 - Apollo Oil LLC, Four O Corporation, Hawkins Bailey Warehouse Inc and Riley Oil Company; and,

(d) Dept. of Environmental Quality & Public Works - City Street Striping & Marking Supplemental - 9-2024 - M & M Services Company Inc and S & L Contracting LLC.

Notes:

Sponsors:

Enactment Date:

Attachments: 12-2024 Riley Oil Co_.pdf, 2-2024 Detection Instruments Corporation.pdf, 3-2024 C&R Asphalt.pdf, 9-2024 MM Services Co. Inc_.pdf, 9-2024 SL Contracting LLC.pdf, 12-2024 Apollo Oil LLC.pdf, 12-2024 Four O Corp.pdf, 12-2024 Hawkins Bailey Warehouse.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0164-24

title

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

(a) Div. of Streets & Roads - Crack Sealing - 3-2024 - C & R Asphalt, LLC;

(b) Div. of Water Quality - Hydrogen Sulfide Gas Data Loggers and Equipment - 2-2024 - Detection Instruments Corporation;

(c) Div. of Fleet Services - Motor Oil Rebid - 12-2024 - Apollo Oil LLC, Four O Corporation, Hawkins Bailey Warehouse Inc and Riley Oil Company; and,

(d) Dept. of Environmental Quality & Public Works - City Street Striping & Marking Supplemental - 9-2024 - M & M Services Company Inc and S & L Contracting LLC.

Bid 12-2024
Riley Oil Company
Bob Riley Dist Inc
Supplier Response

Event Information

Number: Bid 12-2024
Title: Motor Oil 15W-40 Rebid
Type: Competitive Bid
Issue Date: 1/18/2024
Deadline: 2/1/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

INCLUDE THE MANUFACTURER/PRODUCT DESCRIPTION IN THE NOTES FIELD.

PLEASE UPLOAD ATTACHMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

Riley Oil Company Information

Address: P O bOX 630
Richmond, KY 40476-0630
Phone: (859) 623-4032
Email: libby@rileyoil.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Scott Himes
Signature

scott@rileyoil.com
Email

Submitted at 1/29/2024 10:59:31 AM (ET)

Response Attachments

doc05791920240129115420.pdf

bid package

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Valvoline Premium Blue One Solution Gen 2 or equivalent Quantity: 1 UOM: Gallon ***No Bid***
2	Valvoline Premium Blue One Solution Gen 2 or equivalent Quantity: 55 UOM: Gallon Price: $21.91 Total: $1,205.05
3	Valvoline Premium Blue One Solution Gen 2 or equivalent Quantity: 1 UOM: Gallon Price: $20.55 Total: $20.55 Item Notes: Bulk purchase

Response Total: $1,225.60

5.0 PRICING

Please log in to your Ionwave account to submit pricing. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab. Please include the manufacturer/product description that you are supplying in the notes field.

1 gallon jug.....price per gallon

55 gallon drum.....price per gallon

Bulk purchase.....price per gallon $ 20.55

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Scott Himes and he/she is the individual submitting the bid or is the authorized representative of Riley Oil Company, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. Scott Himes

STATE OF Kentucky

COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeannie M Smith on this the 25 day of January, 2024.

My Commission expires: 1/31/25

JEANNIE M. SMITH NOTARY PUBLIC ID KYNP20774 MY COMMISSION EXPIRE 1/31/2025 STATE AT LARGE KY

Jeannie M Smith
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

Scott Howe
Signature

1-25-24
Date

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Scott Hums
Signature

Riley Gil
Name of Business

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement — Date of Issue: January 18, 2024

INVITATION TO BID # 12-2024 Motor Oil 15W-40 Rebid

Bid Opening Date: **February 1, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/01/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
_____Bid Specifications Met _____Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	_____days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Riley Oil Company
Firm Name

PO 630
Address

Richmond Ky 40476
City, State & Zip

Bid must be signed: Scott Himes
Signature of Authorized Company Representative – Title

Scott Himes
Representative's Name (Typed or printed)

859 661 7830
Area Code - Phone – Extension *Fax #*

Scott@riley oil.com
E-Mail Address

PRODUCT INFORMATION SHEET

CITGO® CITGARD® 800 Synthetic Blend Heavy Duty Engine Oils

Formerly CITGO® CITGARD® CNG/LNG Engine Oils

CITGO LUBRICANTS

OVERVIEW



- Specially formulated for natural gas (CNG/LNG), diesel, and gasoline fueled engines. Available in SAE 15W-40 and 10W-30 viscosity grades.
- Use CONVERGE Engine Oil Advantage to provide multi-fuel fleet with optimum performance capability without compromising overall performance.

FEATURES & BENEFITS



- Meet Cummins CES 20092.
- Excellent for fleets wanting one oil to reduce inventory in a mixed fleet with a variety of applications.
- Additive technology delivers superior oxidation and nitration protection combined with a shear-stable VI improver to maintain viscosity, ensuring wear protection in severe applications.
- This unique formulation provides superior engine deposit control, reducing the tendency for valve guttering due to higher combustion temperatures in CNG engines and oil oxidation in the higher operating temperatures of modern diesel engines.
- Field-tested up to 50,000 miles and 1000 hours with 'headroom' results that demonstrate protection against deposits, corrosion, and liner and tappet wear.
- Maintain TAN and TBN reserve for optimum protection when longer oil service life is needed.
- CONVERGE additive technology provides excellent cold-weather pumpability, foam protection, exceptional oxidation and nitration control, overall engine cleanliness, and reduced oil consumption.
- The SAE 10W-30 grade is designed to improve fuel economy and is licensed API SN service category. Gasoline-powered pickup trucks and similar vehicles can take advantage of this technology where this grade is recommended by the OEM.

APPLICATIONS



CITGARD with CONVERGE Advantage delivers:

C – Clean engine and corrosion protection field-tested up to 50,000 miles and 1,000 hours. ODI - extra TBN/TAN reserve to neutralize acids
O – Oxidation – 100% better than test limit extended to over 1,000 hours
N – Nitration – low nitration with extended 1,000 hours ODI
V – Viscosity shear stability
E – Extendable ODI to standardize diesel/CNG service
R – Reduce pressure drop in DPF and regeneration event frequency while also reducing engine wear and maintaining low iron wear out to 1000-hour ODI
G – Guaranteed results or money back
E – Eliminates the need for three different engine oils for a multi-fuel type fleet

CITGO Petroleum Corporation
Houston, Texas

Customer Service Line
1-800-331-4068
LubesCS@CITGO.com

Product Answer Line
1-800-248-4684
lubeshelp@CITGO.com

Online at
www.CITGOLubes.com

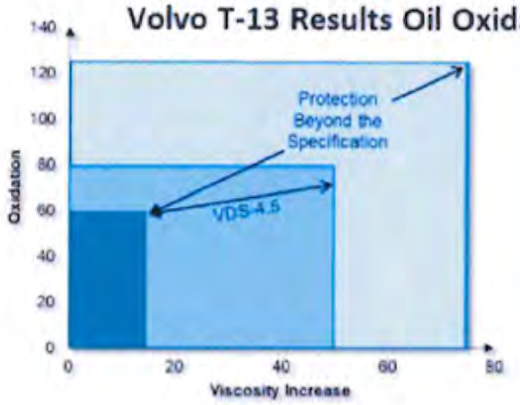
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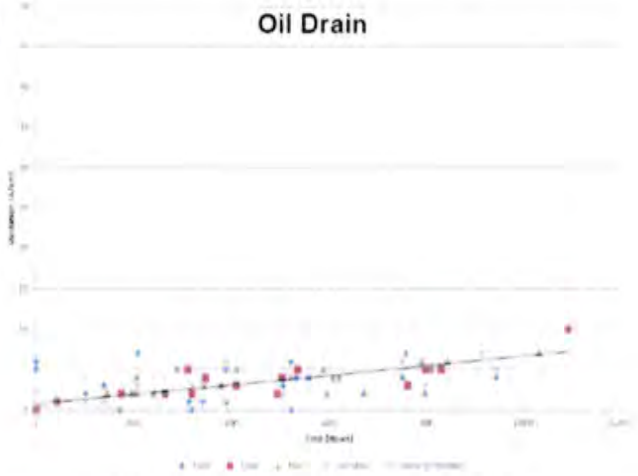
APPLICATIONS

Approved for:

- Cummins CES 20092
- Cummins CES 20086
- Caterpillar ECF-3
- Detroit Diesel DFS 93K222
- Volvo/Mack/Renault - VDS-4.5/EOS-4.5/RLD-3
- API CK-4/SN



100% Better oxidation protection than specification 20% below Volvo VDS-4.5 limit



CITGARD 800 with Converge Technology. Field-tested to 1,000 hours with superior oxidation stability

PROPERTIES

Typical Properties for CITGO CITGARD 800 Synthetic Blend Heavy Duty Engine Oils:

SAE Grade	10W-30	15W-40
Material Code	632019	632020
Gravity, ASTM D4052, °API at 60°F	31.5	30.0
Pounds/Gallon at 60°F	7.3	7.3
Viscosity ASTM D445		
cSt at 40°C	86	124
cSt at 100°C	12.2	15.7
Viscosity Index	137	134
CCS Viscosity, cP, @ Temperature	6550 @ -25°C	5470 @ -20°C
MRV Viscosity, cP, @ Temperature	22500 @ -30°C	20000 @ -25°C
MRV Yield Stress, Pa, @ Temperature	<35 @ -30°C	<35 @ -25°C
Pour Point, °F (°C)	-42 (-44)	-39 (-38)
Flash Point, COC, °F (°C)	207 (405)	210 (410)
Noack Volatility, ASTM D5800, % Loss	11	10
Color, ASTM D1500	L4.0	L4.0
Total Base Number, ASTM D2896	10	10
Sulfated Ash, ASTM D874, % wt	0.9	0.9

CITGO and CITGARD are registered trademarks of CITGO Petroleum Corporation. All other registered trademarks or trademarks are the property of their respective owners. Values shown are typical values only and do not constitute a specification. The information contained herein is subject to change without notice.

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement | Date of Issue: January 3, 2024

INVITATION TO BID #2-2024 Hydrogen Sulfide Gas Data Loggers and Equipment

Bid Opening Date: **January 19, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **01/19/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Fayette and Jessamine Counties, KY

Check One:	**Proposed Delivery:**
✓ Bid Specifications Met _____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	_____ days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Detection Instruments Corp.
Firm Name
18441 N. 25th Ave. Ste. 101
Address
Phoenix, Az 85023
City, State & Zip

Bid must be signed: Neal W. Bridges National Acct. Rep.
Signature of Authorized Company Representative – Title

NEAL W Bridges
Representative's Name (Typed or printed)
602-797-0630 602-797-0631
Area Code - Phone – Extension *Fax #*
nbridges@detectioninstruments.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Neal W. Bridges/Detection Instruments, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Neal W. Bridges and he/she is the individual submitting the bid or is the authorized representative of Detection Instruments Corp., the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 Arizona

COUNTY OF Maricopa

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the 18 day of January, 2024.

My Commission expires: October 10, 2027

OFFICIAL SEAL
TATUM LEEANN SMILEY
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY COUNTY
COMM# 656280
My Comm. Expires October 10, 2027

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

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Key Benefits

These products use 25 to 50% less energy
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Reduced air pollution because fewer fossil fuels are burned
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B. GREEN SEAL CERTIFIED PRODUCTS

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C. GREEN COMMUNITY

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If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to be included as <u>special conditions</u> in each contract.

In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **2** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **2-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Neal W. Budges
Signature

Detection Instruments Corp.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

Neal W. Bridges
Signature

1/18/2024
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Detection Instruments

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	2	1			1											1	1
Professionals	2	2														2	
Superintendents																	
Supervisors																	
Foremen																	
Technicians	2		1											1		1	1
Protective Service																	
Para-Professionals																	
Office/Clerical	2		2														2
Skilled Craft																	
Service/Maintenance																	
Total:	8	3	3		1									1		4	4

Prepared by: Neal W. Bridges National Acct. Rep **Date:** 1/18/2024

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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**

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addr	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	Veteran

(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**

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ 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 Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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	**Company Representative**
Date	**Title**

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Neal W. Bridges
Signature

1-18-2024
Date

UNIT PRICE CONTRACT
FOR
HYDROGEN SULFIDE GAS DATA LOGGERS
AND EQUIPMENT

GENERAL

1. The successful Bidder will supply the following, as specified within, **Hydrogen Sulfide (H_2S) gas data logger(s) and/or equipment** on a Unit Price basis. Specified equipment will be for use at the West Hickman Creek Wastewater Treatment Plant, Town Branch Wastewater Treatment Plant, Pump Stations and/or other locations associated with the sanitary sewer collection and conveyance systems, all of which are owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.

2. Equipment deliveries can be made to the following addresses:

   a. Pump Stations
   951 Enterprise Dr.
   Lexington, KY 40510

   b. West Hickman WWTP
   645 West Hickman Plant Rd.
   Nicholasville, KY 40356

   c. Town Branch WWTP
   301 Jimmie Campbell Dr.
   Lexington, KY 40504

3. There is no guarantee on the quantity of **H_2S Gas Data Logger(s)** and/or indicated **equipment/options** to be purchased during this contract.

4. The **H_2S gas data logger(s) and/or equipment** shall be the **Acrulog Series** as manufactured by **Acrulog Pty Ltd** (Australia) or Owner approved equal.

5. ***This unit price contract shall be in effect for two (2) years from the date of approval. This contract may be extended for two (2) additional one (1) year term(s) based upon the written agreement of the bidder and the LFUCG.***

SUBMITTALS

6. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

7. Manufacturer's data and specifications for the **H_2S gas data logger(s)** and **equipment.**

8. Copy of manufacturer's equipment warranty detailing the duration of the warranty and all of the limitations of the warranty.

9. **Reference list of municipal wastewater clients in the United States.**

TECHNICAL SPECIFICATIONS

1. Compact H_2S gas data logger(s) shall be designed/constructed for harsh environmental monitoring. Additionally, "data loggers" shall be suitable for the following typical applications: wastewater treatment plant monitoring, wet well and manhole monitoring, odor and corrosion control, asset management and research studies, ventilation pipes and rising mains. Unit must have large, clear, informative alpha-numeric display with easy to download data capabilities.

Specification Compliant	
Yes	No
✓	

a. **ACRULOG PPM HYDROGEN SULFIDE GAS DATA LOGGER:** (Minimum acceptable specifications)

H_2S Ranges	0-50, 0-200, 0-1000, 0-2000ppm, Long Deployment (LD) or Short Deployment (SD) sensors
Gas Accuracy at STP	+/- 2ppm at 20ppm gas (normal temperature and pressure)
Instrument Temp Range	-20C to 50C (-4F to 122F)
Relative Humidity Range	0-100% non-condensing
Ingress Protection	IP68
Power Supply	3 x AA Alkaline Batteries (in adapter) Or 1 x 3.6v D Lithium Battery
Battery Life	>12 months with (1) 3.6v D size lithium battery >3 months with (3) AA size alkaline batteries
Logging Interval	1 second to 18 hours
Logging Capacity	3 million data points
Wireless Communication	Data download via Bluetooth®
Humidity Accuracy	+/-5% RH @ 55% RH
Humidity Sensor Range	0-100%

Temperature Accuracy	+/-0.3 @ 25C (77F)
Optional Output Upgrades	4-20mA or RS485, 4G LTE CAT M1 or NB-IoT
Warranty	12 Months

Specification Compliant	
Yes	No
✓	

2. Continuous, high-level PPM H_2S gas monitoring with extended sample draw capability and micro sampling technology (MST). The dilution monitor is designed for long term continual use to record high PPM levels of H_2S. The H_2S monitor uses a built-in sample pump & dilution system designed for precision mixing of filtered air to reduce sensor exposure and moisture. The H_2S monitor is capable of drawing a remote sample from up to 15 meters away with a custom sample line.

   a. **ACRULOG IPX (PPM/PPB) H2S DILUTION MONITOR:**
   (Minimum acceptable specifications)

H_2S Ranges	0-50, 0-200, 0-1000,0-2000ppm, and 0-2000PPB
Zero Drift	< +/- 1ppm at NTP (Normal Temperature and Pressure)
Accuracy	<+/- 10% of reading over range at NTP Calibrated on 50ppm
Instrument Temp Range	-10C to 50C (14F to 122F)
Sensor Temp Range	-10C to 50C (14F to 122F)
Relative Humidity Range	0-100% non-condensing
Remote Sample Draw Range	Up to 15 meters (50 feet) with Acrulog custom sample tube to suit application
Ingress Protection	Housed in a modified IP67 case
Power Supply	3 x AA Alkaline Batteries (in adapter) Or 1 x 3.6v D Lithium Battery
Logging Interval	10 minutes to 18 hours
4-20mA Output	Externally powered loop 12-24 volts DC (4-20mA output updated every second for connection to flash powered sampling loops)
Power Supply External (with 4-20mA or RS485)	External 5-24 volt DC supply (Average 30mA with peak of 50mA)
Internal Battery Backup	2 x 3.6v D Size Lithium batteries
Humidity Accuracy	+/-5% RH @ 55% RH
Temperature Accuracy	+/-0.3 @ 25C (77F)
Optional Output Upgrades	RS485, and 4G LTE CAT M1 or NB-IoT
Warranty	12 Months

Specification Compliant	
Yes	No
✓	

3. Simple and compact differential pressure data logger(s) shall be specifically designed/constructed to work in harsh environments to log levels of differential pressure in sewerage systems, and scrubber systems. Additionally, "data loggers" shall be suitable for the following typical applications: sewer differential pressure, venting and inducting, asset management and research studies, scrubber differential pressure monitoring, ventilation pipes and rising mains. Unit must have large, clear, informative alpha-numeric display with easy to download data capabilities.

   a. **Acrulog Differential Pressure Logger:**
   (Minimum acceptable specifications)

Differential Pressure Sensor Range	+/- 2inWC (+/- 500 Pascals), or +/- 10inWC (+/- 2500 Pascals)
Differential Pressure Display	0.000-2.000 inWC (000.0-500.0 Pascals), or 0.000-10.00 inWC (000.0-25000 Pascals)
Maximum Pressure	+/- 67.28kPa +/- 270.37inWC
Pressure Accuracy	+/- 0.25%
Instrument Temp Range	-20C to 50C (-4F to 122F)
Relative Humidity Range	0-100% non-condensing
Ingress Protection Electronics	IP68
Power Supply	3 x AA Alkaline Batteries (in adapter) Or 1 x 3.6v D Lithium Battery
Battery Life	>12 months with (1) 3.6v D size lithium battery >3 months with (3) AA size alkaline batteries
Logging Interval	1 second to 18 hours
Logging Capacity	3 million data points
Power Supply External (with 4-20mA or RS485)	External 5-24 volt DC supply (Average 30mA with peak of 50mA)
Wireless Communication	Data download via Bluetooth®
Humidity Accuracy	+/-5% RH @ 55% RH
Humidity Sensor Range	0-100%
Temperature Accuracy	+/-0.3 @ 25C (77F)
Optional Output Upgrades	4-20mA or RS485, and 4G LTE CAT M1 or NB-IoT
Warranty	12 Months

Specification Compliant	
Yes	No
✓	

4. The Low Range Sampling System-2 (LRSS-2), Portable Two-Point Sampling System, is designed to facilitate data collection from odor control systems. The system works with one ppm and one low level instruments, two ppm loggers, or two level instruments, as determined by the expected H_2S gas concentration levels. A dual headed pump draws a sample from negative pressure situations, and flow restrictors deliver the sample at the proper flow rate in positive pressure situations to the instruments. Two external moisture removal traps further protect the units from over-exposure to moisture. A small heater heats the sample to assist in removing condensable moisture from the sample line prior to reaching the loggers. The LRSS-2 operates on AC power.

b. **Low Range Sampling System-2 (LRSS-2):**
(Minimum acceptable specifications)

External Dimensions	20" H X 18.5" W X 7.5" D
Weight	13.4 pounds
Number of Sample Points	2
Pump	12 Volt 2 headed pump
Main Sample Flow Rate	1.5 – 2 liters per minute
Conditioned Flow rate to Instruments	0.3 liters per minute; +/- 0.1 lpm
Operating Temperature Range	0-40°C
Humidity	With door closed, unit unaffected, not to be immersed in water
Environmental Protection and Security	Case made of durable weather resistant polymer. Positive door seal using elastomeric foam surround. Stainless steel fasteners used externally, case has provision for door padlock
Power Requirements	110 – 130 VAC, 20 W Connection via standard outdoor grounded cord

EQUIPMENT
UNIT PRICING

ACRULOG PPM HYDROGEN SULFIDE GAS DATA LOGGER		
Part #	**Description**	**Unit Price (each)**
ACRSD200	0-200 ppm H_2S Gas Data Logger, Short Deployment, includes operation manual, magnetic Allen tool, calibration fitting	Enter Price in IONWAVE
ACRSD1000	0-1000 ppm H_2S Gas Data Logger, Short Deployment, includes operation manual, magnetic Allen tool, calibration fitting	Enter Price in IONWAVE
ACRSD2000	0-2000 ppm H_2S Gas Data Logger, Short Deployment, includes operation manual, magnetic Allen tool, calibration fitting	Enter Price in IONWAVE
ACRLD50	0-50 ppm H_2S Gas Data Logger, Long Deployment, includes operation manual, magnetic Allen tool, calibration fitting	Enter Price in IONWAVE
ACRLD200	0-200 ppm H_2S Gas Data Logger, Long Deployment, includes operation manual, magnetic Allen tool, calibration fitting	Enter Price in IONWAVE
ACRLD1000	0-1000 ppm H_2S Gas Data Logger, Long Deployment, includes operation manual, magnetic Allen tool, calibration fitting	Enter Price in IONWAVE
OLCASE	Acrulog carrying case, holds 3 instruments	Enter Price in IONWAVE
OLGAS50	H_2S Gas Calibration Kit	Enter Price in IONWAVE
SL Kit	Sample Line Kit, (2) 25 foot sample tubes for use with LRSS-2	Enter Price in IONWAVE
REHS Magnet Hanger	Rare Earth Magnet Hanger, with cable and carabiner	Enter Price in IONWAVE

ACRULOG 4GXT PPM HYDROGEN SULFIDE GAS DATA LOGGER		
Part #	**Description**	**Unit Price (each)**
ACRLD50-4GXT	4G Wireless Long Deployment 0-50 ppm H_2S Gas Data Logger, includes operation manual, magnetic Allen tool, calibration fitting. (Unit can be deployed for 30 days at a time)	Enter Price in IONWAVE
ACRLD200-4GXT	4G Wireless Long Deployment 0-200 ppm H_2S Gas Data Logger, includes operation manual, magnetic Allen tool, calibration fitting. (Unit can be deployed for 30 days at a time)	Enter Price in IONWAVE
ACRLD1000-4GXT	4G Wireless Long Deployment 0-1000 ppm H_2S Gas Data Logger, includes operation manual, magnetic Allen tool, calibration fitting. (Unit can be deployed for 30 days at a time)	Enter Price in IONWAVE
Acrustat Software	Acrustat Software with Bluetooth adapter, Windows based	Enter Price in IONWAVE
4GXT-DP12	12 month data plan, allows for 2 transmissions per day, overage fees apply	Enter Price in IONWAVE
ULTX-12	12 month unlimited texting plan	Enter Price in IONWAVE
Antenna-Manhole	4G Submount manhole antenna with magnets, 9 foot cable and plastic loop chain	Enter Price in IONWAVE
ACR-HG Antenna	4G High Gain Antenna for boosting signal in non-manhole applications	Enter Price in IONWAVE
ACRCASE	Acrulog carrying case, holds 3 ppm instruments	Enter Price in IONWAVE
APPMGAS50	H_2S Gas Calibration Kit, includes 50 ppm H_2S/N_2 8 AL cylinder, gas regulator and plastic carrying case	Enter Price in IONWAVE
OHB-1	Hanging Bar, stainless steel, adjusts from 22" to 32"	Enter Price in IONWAVE
OHT-1	Hanging T, attaches to manhole lid	Enter Price in IONWAVE
ACR-MK	Acrulog ppm maintenance kit includes 2 absorbent packs, 1 Allen tool, 1 cal cup, 2 filters and 1 D size lithium battery	Enter Price in IONWAVE

ACRULOG IPX 0 – 2000 PPB HYDROGEN SULFIDE GAS DATA LOGGER		
Part #	**Description**	**Unit Price (each)**
APPB2000	Acrulog 0 – 2000 PPB H_2S Gas Data Logger, includes operation manual, magnetic Allen tool, and calibration fitting	Enter Price in IONWAVE
ACRULOG IPX PPM HYDROGEN SULFIDE GAS DATA LOGGER		
IPX-H2S-20	Acrulog 0 – 20 PPM H_2S Gas Data Logger with 4-20mA output, external power, and 3M sample draw, includes operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
IPX-H2S-50	Acrulog 0 – 50 PPM H_2S Gas Data Logger with 4-20mA output, external power, and 3M sample draw, includes operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
IPX-H2S-200	Acrulog 0 – 200 PPM H_2S Gas Data Logger with 4-20mA output, external power, and 3M sample draw, includes operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
IPX-H2S-1000	Acrulog 0 – 1000 PPM H_2S Gas Data Logger with 4-20mA output, external power, and 3M sample draw, includes operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
DRYER-WET	Inline Sample Dryer for wet well sampling	Enter Price in IONWAVE
Dryer EX-S	Sealed sample head dryer for stack monitoring	Enter Price in IONWAVE
3M S-tube	3 meter sample line tubing	Enter Price in IONWAVE
ACR-IS	Acrulog ppb weather shelter, industrial version	Enter Price in IONWAVE
Battery Bank – IPX	Houses IPX with 24 D size alkaline battery bank	Enter Price in IONWAVE
APPMGAS50	H2S gas calibration kit, includes 50 ppm H2S/N2 8 AL cylinder, gas regulator, and plastic carrying case	Enter Price in IONWAVE
APPMCYL50	50 ppm gas cylinder	Enter Price in IONWAVE
IPXCAL	Acrulog IPX calibration, includes inspection, filter batteries & calibration	Enter Price in IONWAVE

ACRULOG IPX PPM 4GXT WIRELESS HYDROGEN SULFIDE GAS DATA LOGGER		
IPX-H2S-20-4GXT	Acrulog 0 – 20 PPM H_2S Gas Data Logger, includes internal antenna, operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
IPX-H2S-50-4GXT	Acrulog 0 – 50 PPM H_2S Gas Data Logger, includes internal antenna, operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
IPX-H2S-200-4GXT	Acrulog 0 – 200 PPM H_2S Gas Data Logger, includes internal antenna, operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
IPX-H2S-1000-4GXT	Acrulog 0 – 1000 PPM H_2S Gas Data Logger, includes internal antenna, operation manual, magnetic Allen tool, and calibration fitting.	Enter Price in IONWAVE
APPB-GAS	H_2S Gas Calibration Kit, includes 10 ppm H_2S/N_2 8 AL cylinder, gas regulator 10:1 ACR-D-Lute dilution module and plastic carrying case	Enter Price in IONWAVE
OLCYL10	10 ppm H_2S/N_2 gas cylinder	Enter Price in IONWAVE
APPBCAL	Acrulog ppb calibration, includes inspection, filter batteries & calibration	Enter Price in IONWAVE
4GPPBCAL	Acrulog Calibration, includes inspection, filter, batteries & calibration	Enter Price in IONWAVE
CN-PPB-FL1-10	Acrulog ppb in-line filter, 10 pack	Enter Price in IONWAVE
CN-PPB-D62-10	Acrulog humidity control packet, 10 pack	Enter Price in IONWAVE
4GXT UPGRADE	Wireless Upgrade	Enter Price in IONWAVE

ACRULOG DIFFERENTIAL PRESSURE LOGGER		
Part #	Description	Unit Price (each)
ACRJJPRES-2	Acrulog Differential Pressure Logger, Range 0.000 – 2.000WC, includes operation manual, magnetic Allen tool, filters and tubing	Enter Price in IONWAVE
ACRJJPRES-10	Acrulog Differential Pressure Logger, Range 0.000 – 10.000WC, includes operation manual, magnetic Allen tool, filters and tubing	Enter Price in IONWAVE
ACR-IS	Acrulog Industrial Shelter, Shields unit from elements and direct sunlight	Enter Price in IONWAVE
RBW	Water trap and syringe for pressure logger	Enter Price in IONWAVE
ACRJJPRES-2 Sampling kit	Sampling kit, includes (2) filters and 10 feet of tubing	Enter Price in IONWAVE

LOW RANGE SAMPLING SYSTEM-2 (LRSS-2)		
Part #	Description	Unit Price (each)
LRSS-2	For use with PPB or PPM loggers or a combination of both. Includes internal pump, heater, and operation manual	Enter Price in IONWAVE
SL Kit	Sample line attachment kit, Includes (2) 25 foot rolls of FEP tubing and (6) 2" silastic interconnects	Enter Price in IONWAVE

"Or Equal" Equipment Submittal(s) (Please include product brochure with submittal)			
Manufacturer / Model		Description	Unit Price (each)

SPECIAL INSTRUCTIONS TO BIDDER:

- For general questions contact Rick Bowman, Engineering Tech Sr. @ 859.425.2475
- For bidding questions contact Brian Marcum, Division of Central Purchasing @ 859.258.3325

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement — Date of Issue: 01-03-2024

INVITATION TO BID #3-2024 CRACK SEALING

Bid Opening Date: **01-24-2024** **Bid Opening Time:** **2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **01/24/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
X Bid Specifications Met ____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	14 days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? X Yes ____ No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: C & R Asphalt LLC
Firm Name

PO Box 8201
Address
Lexington, KY 40533
City, State & Zip

Bid must be signed: Mgr
Signature of Authorized Company Representative – Title

Joshua Coleman
Representative's Name (Typed or printed)

8592770464
Area Code - Phone – Extension *Fax #*

josh999@hotmail.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Josh Coleman and he/she is the individual submitting the bid or is the authorized representative of C & R Asphalt LLC,

   the entity submitting the bid (hereinafter referred to as "Bidder")

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. Josh Coleman

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Josh Coleman Josh Coleman on this the 23 day of January, 2024

My Commission expires: 3/05/26

JENNIFER LONG NOTARY PUBLIC COMMISSION # KYNP43116 EXPIRES 03.05.26 FAYETTE COUNTY, KENTUCKY

Jennifer Long
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **2-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Signature

C & R Asphalt LLC

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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

1-23-24
Date

WORKFORCE ANALYSIS FORM

Name of Organization: C & R Asphalt LLC

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			2														2
Professionals		3	2													3	2
Superintendents		4		1												5	
Supervisors																	
Foremen		6		2		1										9	
Technicians		10		11		3										24	
Protective Service																	
Para-Professionals																	
Office/Clerical			2														2
Skilled Craft		9		3		1										13	
Service/Maintenance		2		1												3	
Total:		34	6	18		5										57	6

Prepared by: [signature] Mgr Date: 1/23/24

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 3-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

All work to be self performed

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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.

C & R Asphalt LLC

Company

Josh Coleman

Company Representative

1-23-24

Date

Mgr

Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 3-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.** ALL work to be self performed

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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.

C & R Asphalt LLC
Company

Company Representative

1-23-24
Date

Mgr
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 03-2024

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 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. **Failure to submit this form may cause rejection of the bid.**

ALL work to be self performed

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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.

C & R Asphalt LLC
Company

[signature]
Company Representative

1-23-24
Date

Mgr
Title

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 03-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

None

MWDBE Company Addr	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	Veteran

(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.

C&R
Company

Company Representative

1-23-24
Date

Mgr
Title

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ 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 # 03-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

C & R Asphalt LLC
Company

01-23-24
Date

Company Representative

Mgr
Title

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

1-23-24
Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/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 above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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

BIDDER/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 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
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)	$1 million per occurrence
Pollution Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000.00
Excess/Umbrella Liability	$2 million per occurrence

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 (DOI). 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. 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.

d. 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 BIDDER/CONTRACTOR'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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/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. 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. Risk Management Manual or a description of the 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DIVISION OF STREETS & ROADS

REQUEST FOR BID CRACK SEALING

Contractor shall furnish all necessary labor, machinery, tools, apparatus and other necessary supplies and all materials, and to construct and/or improve in strict accordance with the terms of the specifications, streets throughout Fayette County

THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. Contractor also proposes to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with. Contractor has examined the plans and specifications and is fully informed as to what is to be done and the conditions relating to the work.

PERFORMANCE BOND

The Contractor shall furnish a performance bond and payment bond for **$250,000** as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. This bond shall be executed on standard form by a Surety authorized to do business in the state and acceptable to the Owner and is required for the life of the contract.

QUALIFICATION OF BIDDERS

It is required of the Contractor submitting a proposal that he have the capabilities to complete the proposed work and present evidence of said capabilities to the satisfaction of the Urban County Government.

The following special specifications and provisions apply on this project. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

There will be no work on Saturdays or Sundays unless given a forty-eight (48) hour written notice.

CONTRACTOR'S RESPONSIBILITIES

SUPERVISION

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but

Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction, which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

SUPERINTENDENT

Contractor shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Division of Streets & Roads except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

LABOR

Contractor shall provide competent, suitably qualified personnel to perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to the Division of Streets & Roads.

START-UP AND COMPLETION OF WORK

Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work.

ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before completion of all work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Mike Garrett
POSITION/TITLE: Supervisor / Mgr
STATEMENT OF EXPERIENCE:
22 yrs in pavement maint. industry

NAME OF INDIVIDUAL: Mark Garrett
POSITION/TITLE: Supervisor
STATEMENT OF EXPERIENCE:
16 yrs in pavement maint. industry

NAME OF INDIVIDUAL: Martin Jiminez
POSITION/TITLE: Foreman
STATEMENT OF EXPERIENCE:
16 yrs in pavement maint. industry

BY: C & R Asphalt LLC
Name of Firm
DATE: 1-23-24
BY: Jc
TITLE: Mgr

Include all officers, office management, and field management personnel. Attach separate sheets if necessary.

SPECIFICATIONS

FOR

CRACK SEALING PROGRAM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

SPECIAL PROVISIONS

PERMIT

The contractor must obtain a permit for crack sealing forty-eight (48) working hours in advance from the Division of Traffic Engineering of the Lexington-Fayette Urban County Government, 101 E. Vine Street, Suite 300, Lexington, Kentucky prior to crack sealing each particular street. Saturdays and Sundays are not considered normal working days. For work to be done on Monday, a permit must be obtained no later than the previous Thursday by 9:00 a.m. For work to be done on:

Tuesday, a permit must be obtained no later than the previous Friday by 9:00 a.m.
Wednesday, a permit must be obtained no later than the previous Monday by 9:00 a.m.
Thursday, a permit must be obtained no later than the previous Tuesday by 9:00 a.m.
Friday, a permit must be obtained no later than the previous Wednesday by 9:00 a.m.

SAFETY VESTS

The members of the crack sealing crew that are on the ground shall wear a type of safety vest that has been approved by KOSH or OSHA.

DIVISION OF STREETS & ROADS
SPECIFICATIONS FOR
POLYMER MODIFIED POLYESTER FIBER SEALANT

Description
Materials
Composition
Weather Limitations
Mixing
Preparation
Installation
Manufacturer's Representative
Traffic Control
Basis of Payment

DESCRIPTION

This work shall consist of the preparation and sealing of pavement cracks with a Type IV fiber-reinforced sealant using a mixture of polyester fibers, polymer modified crack sealant, and any additives necessary to prevent tracking.

MATERIALS

TYPE IV

FIBER PROPERTIES:

Type.....Polyester
Denier (ASTM D 1577).....3 – 8
Length.....0.25" + 0.02
Specific Gravity.....1.32 – 1.40
Melting Temperature.....480°F Min
Tensile Strength.....70,000 psi Min
Elongation at break.....33% & 9%

MODIFIED BINDER PROPERTIES:

Recommended Pour Temp...370-390°F
Maximum Heating Temp.....410°F
Penetration (150 g / 5 sec).....90 Max
Flow (140°F).....5 mm Max
Resiliency.....30-60%
Ductility (77°F).....40 Min.
Bond (0°F, 100% ext.).Passes 5 cycles

TYPICAL PROPERTIES

Polyester Fiber Content.....2% Min.
Recommended Application Temp..350-370°F
Maximum Heating Temp.....400°F
Maximum Heating Time.....12 Hrs.
Penetration (150 g / 5 sec).....25-45

Softening Point.....190°F
Flow (140°F).....0 mm
Flexibility (-20°F, 1" Mandrel)..Pass
Specific Gravity.....1.08
Asphalt Compatibility.....Compatible

WEATHER LIMITATIONS

Crack Sealing shall not be performed when the surface temperature is below 40F.

MIXING

Weight tickets for the asphalt cement shall be used in determining the above proportion of fiber to be blended. The crack sealing material shall be blended in an oil-jacketed double walled kettle equipped with full sweep agitator and reverse rotary auger, capable of maintaining the mixture with separate thermometers for oil bath and melting vat. Unit must

also be equipped with a pump (equal or better than Roper 2" hot asphalt pump). Temperature of the sealant shall be maintained between 265F and 295F.

PREPARATION

Prior to the application of the sealant, joints and cracks may be thoroughly cleaned by the use of compressed air. This tool should put out a blast of air between 75 to 150 P.S.I. to remove dust, dirt, moisture, vegetation, and other foreign material that will prevent bonding of the sealant. These areas shall be kept clean and dry until all sealing operations are completed. Whenever moisture is present, a hot compressed air lance shall be used. This tool should put out a blast of air between 75 to 150 P.S.I. and heated between 600F and 2000F that cleans and removes all vegetation and dries out the cracks to maximize sealability.

Sealing shall be limited to cracks that are open enough to permit entry of the sealant. Tightly closed cracks (less than 1/4 inch) shall only be sealed if they show signs of raveling or spalling. Spalls and cavities, which are greater than four (4) inches in diameter, shall not be sealed.

INSTALLATION

The sealant shall be placed with an applicator head, which will completely fill the crack and leave a 2.0 to 4.0 inch width band with a thickness of 0.065 to 0.125 inches.

MANUFACTURER'S REPRESENTATIVE

The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial installation. Operations and procedures, which are considered by the representative as being detrimental to the effectiveness of the sealant, shall not be permitted.

TRAFFIC CONTROL

The Contractor shall be responsible for providing all traffic control devices, flagmen, etc. required to properly and safely maintain traffic. All traffic control devices shall be furnished, erected, maintained, and removed by the Contractor. An arrow board shall be used for all work and cone spacing shall be 50' maximum. Traffic control will be as directed by the Division of Traffic Engineering and a permit must be obtained before any work is performed on any particular street.

BASIS OF PAYMENT

Payment for this work will be made at the contract unit price for preparation and sealing of joints and/or cracks in the existing pavement, complete in place, which price includes all materials, equipment, tools, traffic control, and labor incidental thereto.

Payment will be made for:

Pay Item	Unit	Description
Crack Sealing	Pound	Preparation and sealing pavement cracks, Polymer Modified Polyester Fiber Sealant

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ITEM	ITEM DESCRIPTION	UNIT	UNIT BID PRICE
1.	Crack Sealing	Pound	$ 1.51

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #1

Bid Number: #3-2024

Date: January 10, 2024

Subject: Crack Sealing

Address Inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced bid:

1. To quantify pounds used per day, the Contractor will start the day with a full kettle. The Contractor will keep track of the number of blocks of material added during the day and at the end of the day the Contractor will again top off the kettle. Currently a block weighs 60 pounds. This gives the total pounds used per day. The Contractor is also required to list the streets sealed each day showing from and to intersections.

2. An example daily log is attached.

Todd Slatin

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: C & R Asphalt LLC
ADDRESS: 415 Rebmann Ln Lexington KY 40504
SIGNATURE OF BIDDER:

Bid 9-2024
M&M Services Company, Inc.
Supplier Response

Event Information

Number: Bid 9-2024
Title: City Street Striping and Marking Supplemental
Type: Competitive Bid
Issue Date: 1/11/2024
Deadline: 1/25/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington, KY 40507
Email: jallinder@lexingtonky.gov

M&M Services Company, Inc. Information

Contact: Jeff McMahon
Address: 228 Midland Trail
Mt. Sterling, KY 40353
Phone: (859) 499-3201
Fax: (859) 499-3221
Email: jeff@mmservicesky.com
Web Address: mmservicesky.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jeffery John McMahon
Signature

jeff@mmservicesky.com
Email

Submitted at 1/23/2024 01:44:07 PM (ET)

Response Attachments

Bid 9-2024 Pavement markings.pdf

Attached bid 9-2024 paperwork

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Paint 4' Letter/Number	Quantity: 200	UOM: Each	Unit Price: $25.00	Total:	$5,000.00
2	Paint 8' Letter/Number	Quantity: 200	UOM: Each	Unit Price: $50.00	Total:	$10,000.00
3	Paint Railroad "R" 6'6"	Quantity: 5	UOM: Each	Unit Price: $50.00	Total:	$250.00
4	Paint Permanent 16" for Railroad	Quantity: 50	UOM: Linear Feet	Price: $8.00	Total:	$400.00
5	Paint straight arrow	Quantity: 25	UOM: Each	Unit Price: $50.00	Total:	$1,250.00
6	Paint curved arrow	Quantity: 25	UOM: Each	Unit Price: $55.00	Total:	$1,375.00

7	Paint Combination Arrow						
	Quantity: 20	UOM: Each		Unit Price:	$75.00	Total:	$1,500.00
8	Paint Lane Drop Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$150.00	Total:	$1,500.00
9	Paint Yield Symbol (24" Base, 36" Height)						
	Quantity: 10	UOM: Each		Unit Price:	$10.00	Total:	$100.00
10	Paint Handi-Cap Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$100.00	Total:	$1,000.00
11	Paint 3-way Combination Arrow						
	Quantity: 10	UOM: Each		Unit Price:	$150.00	Total:	$1,500.00
12	Paint Curve & U-Turn Combination Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$150.00	Total:	$750.00
13	Paint U-Turn Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$150.00	Total:	$750.00
14	Arrow-Fish Hook						
	Quantity: 5	UOM: Each		Unit Price:	$300.00	Total:	$1,500.00
15	Paint Elongated Curve Arrow (12'x3')						
	Quantity: 5	UOM: Each		Unit Price:	$150.00	Total:	$750.00
16	Paint Bike Symbol (Bicycle Rider-Helmeted- 3' 4" x 6'						
	Quantity: 15	UOM: Each		Unit Price:	$125.00	Total:	$1,875.00
17	Paint Shared Lane Marking - Bike Sharrow						
	Quantity: 15	UOM: Each		Unit Price:	$125.00	Total:	$1,875.00
18	Paint Area Shading - White						
	Quantity: 200	UOM: SF		Price:	$5.00	Total:	$1,000.00
19	Paint Area Shading - Yellow						
	Quantity: 200	UOM: SF		Price:	$5.00	Total:	$1,000.00
20	Paint Permanent Pavement Striping - 4 inch - White						
	Quantity: 10000	UOM: Linear Feet		Price:	$0.40	Total:	$4,000.00
21	Paint Permanent Pavement Striping - 4 inch - Yellow						
	Quantity: 5000	UOM: Linear Feet		Price:	$0.45	Total:	$2,250.00
22	Paint Permanent Pavement Striping - 6 inch - White						
	Quantity: 2500	UOM: Linear Feet		Price:	$0.50	Total:	$1,250.00

23	Paint Permanent Pavement Striping - 6 inch - Yellow						
	Quantity: 2500	UOM: Linear Feet		Price:	$0.50	Total:	$1,250.00
24	Remove Permanent Pavement Striping						
	Quantity: 500	UOM: SF		Price:	$0.85	Total:	$425.00
25	Thermo 4' Letter/Number						
	Quantity: 200	UOM: Each		Unit Price:	$90.00	Total:	$18,000.00
26	Thermo 8' Letter/Number						
	Quantity: 200	UOM: Each		Unit Price:	$125.00	Total:	$25,000.00
27	Thermo Railroad R						
	Quantity: 5	UOM: Each		Unit Price:	$80.00	Total:	$400.00
28	Thermo Straight Arrow						
	Quantity: 25	UOM: Each		Unit Price:	$82.00	Total:	$2,050.00
29	Thermo Curved Arrow						
	Quantity: 25	UOM: Each		Unit Price:	$94.00	Total:	$2,350.00
30	Thermo Combination Arrow						
	Quantity: 20	UOM: Each		Unit Price:	$110.00	Total:	$2,200.00
31	Thermo Lane Drop Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$350.00	Total:	$3,500.00
32	Thermo Yield Symbol (24" Base, 36" Height)						
	Quantity: 10	UOM: Each		Unit Price:	$40.00	Total:	$400.00
33	Thermo Handi-Cap Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$200.00	Total:	$2,000.00
34	Thermo 3-Way Combination Arrow						
	Quantity: 10	UOM: Each		Unit Price:	$215.00	Total:	$2,150.00
35	Thermo Curve & U-Turn Combination Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$300.00	Total:	$1,500.00
36	Thermo U-Turn Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$200.00	Total:	$1,000.00
37	Thermo - Fish Hook						
	Quantity: 5	UOM: Each		Unit Price:	$400.00	Total:	$2,000.00
38	Thermo Elongated Curve Arrow (12'x3')						
	Quantity: 5	UOM: Each		Unit Price:	$110.00	Total:	$550.00

39	Thermo Bike Symbol (Bicycle Rider - Helmeted - 3' 4" x 6')					
	Quantity: 15	UOM: Each		Unit Price:	$275.00	Total: $4,125.00
40	Thermo Shared Lane Marking - Bike Sharrow					
	Quantity: 15	UOM: Each		Unit Price:	$380.00	Total: $5,700.00
41	Thermo 4' Width					
	Quantity: 200	UOM: Linear Feet		Price:	$1.75	Total: $350.00
42	Thermo 4" Width Dashed					
	Quantity: 200	UOM: Linear Feet		Price:	$4.25	Total: $850.00
43	Thermo 6" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$3.75	Total: $750.00
44	Thermo 6" Width Dashed					
	Quantity: 200	UOM: Linear Feet		Price:	$6.25	Total: $1,250.00
45	Thermo 8" Width Dashed					
	Quantity: 150	UOM: Linear Feet		Price:	$6.50	Total: $975.00
46	Thermo 12" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$6.50	Total: $1,300.00
47	Thermo 16" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$8.00	Total: $1,600.00
48	Thermo 24" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$8.75	Total: $1,750.00
49	Thermo Area Shading - Yellow					
	Quantity: 150	UOM: SF		Price:	$6.00	Total: $900.00
50	Thermo Area Shading - White					
	Quantity: 150	UOM: SF		Price:	$6.00	Total: $900.00
51	Thermo Area Shading - Green					
	Quantity: 150	UOM: SF		Price:	$12.00	Total: $1,800.00
52	Thermo Bike Sharrow PANEL - Green - 10' Height					
	Quantity: 10	UOM: Each		Unit Price:	$1,000.00	Total: $10,000.00
53	Thermo Bike Rider Panel - Green - 4' x 20'					
	Quantity: 10	UOM: Each		Unit Price:	$1,200.00	Total: $12,000.00
54	Thermo 4' Letter/Number for use on PCCP					
	Quantity: 50	UOM: Each		Unit Price:	$200.00	Total: $10,000.00

55	Thermo 8' Letter/Number for use on PCCP					
	Quantity: 50	UOM: Each	Unit Price:	$275.00	Total:	$13,750.00
56	Thermo Railroad "R" 6' 6" for use on PCCP					
	Quantity: 6	UOM: Each	Unit Price:	$175.00	Total:	$1,050.00
57	Thermo Straight Arrow for use on PCCP					
	Quantity: 10	UOM: Each	Unit Price:	$215.00	Total:	$2,150.00
58	Thermo Curved Arrow for use on PCCP					
	Quantity: 10	UOM: Each	Unit Price:	$275.00	Total:	$2,750.00
59	Thermo Combination Arrow for use on PCCP					
	Quantity: 10	UOM: Each	Unit Price:	$440.00	Total:	$4,400.00
60	Thermo Lane Drop Symbol for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$700.00	Total:	$3,500.00
61	Thermo Yield Symbol (24" Base, 36" Height) for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$75.00	Total:	$375.00
62	Thermo Handi-Cap Symbol for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$450.00	Total:	$2,250.00
63	Thermo 3-Way Combination Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$600.00	Total:	$3,000.00
64	Thermo Curve & U-Turn Combination Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$700.00	Total:	$3,500.00
65	Thermo U-Turn Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$550.00	Total:	$2,750.00
66	Thermo - Fish Hook for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$700.00	Total:	$3,500.00
67	Thermo Elongated Curve Arrow (12'x3') for use on PCCP					
	Quantity: 3	UOM: Each	Unit Price:	$350.00	Total:	$1,050.00
68	Thermo Bike Symbol (Bicycle Rider - Helmeted - 3' 4" x 6') for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$350.00	Total:	$1,750.00
69	Thermo Shared Lane Marking - Bike Sharrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$450.00	Total:	$2,250.00
70	Thermo Bike Lane Straight Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$250.00	Total:	$1,250.00

71	Thermo 4' Width for use on PCCP						
	Quantity: 300	UOM: Linear Feet		Price:	$3.15	Total:	$945.00
72	Thermo 4" Width Dashed for use on PCCP						
	Quantity: 300	UOM: Linear Feet		Price:	$6.25	Total:	$1,875.00
73	Thermo 6" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$7.45	Total:	$745.00
74	Thermo 6" Width Dashed for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$7.45	Total:	$745.00
75	Thermo 8" Width Dashed for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$10.00	Total:	$1,000.00
76	Thermo 12" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$12.50	Total:	$1,250.00
77	Thermo 16" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$17.00	Total:	$1,700.00
78	Thermo 24" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$20.00	Total:	$2,000.00
79	Thermo Truck Applied 4" Width - White - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.15	Total:	$115.00
80	Thermo Truck Applied 6" Width - White - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.25	Total:	$125.00
81	Thermo Truck Applied 4" Width - Yellow - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.15	Total:	$115.00
82	Thermo Truck Applied 6" Width - Yellow - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.25	Total:	$125.00
83	Thermo Area shading - Yellow for use on PCCP						
	Quantity: 100	UOM: SF		Price:	$14.25	Total:	$1,425.00
84	Thermo Area Shading - White for use on PCCP						
	Quantity: 100	UOM: SF		Price:	$14.25	Total:	$1,425.00
85	Thermo Area Shading - Green for use on PCCP						
	Quantity: 100	UOM: SF		Price:	$15.50	Total:	$1,550.00
86	Remove Thermoplastic						
	Quantity: 1000	UOM: SF		Price:	$5.00	Total:	$5,000.00

87	HPS-8 Permanent Pavement Striping - 4 inch - White					
	Quantity: 1500	UOM: Linear Feet		Price: $1.50	Total:	$2,250.00
88	HPS-8 Permanent Pavement Striping - 4 inch - Imbedded - White					
	Quantity: 1500	UOM: Linear Feet		Price: $2.50	Total:	$3,750.00
89	HPS-8 Permanent Pavement Striping - 4 inch - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $1.50	Total:	$1,125.00
90	HPS-8 Permanent Pavement Striping - 4 inch - Imbedded - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $2.50	Total:	$1,875.00
91	HPS-8 Permanent Pavement Striping - 6 inch - White					
	Quantity: 750	UOM: Linear Feet		Price: $1.50	Total:	$1,125.00
92	HPS-8 Permanent Pavement Striping - 6 inch - Imbedded - White					
	Quantity: 750	UOM: Linear Feet		Price: $2.50	Total:	$1,875.00
93	HPS-8 Permanent Pavement Striping - 6 inch - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $2.25	Total:	$1,687.50
94	HPS-8 Permanent Pavement Striping - 6 inch - Imbedded - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $3.25	Total:	$2,437.50
95	HPS-8 Remove Integrated Multipolymer					
	Quantity: 750	UOM: Linear Feet		Price: $1.75	Total:	$1,312.50
96	Spray Thermo Permanent Pavement Striping - 4 inch - White					
	Quantity: 4000	UOM: Linear Feet		Price: $0.65	Total:	$2,600.00
97	Spray Thermo Permanent Pavement Striping - 4 inch - Yellow					
	Quantity: 1000	UOM: Linear Feet		Price: $0.65	Total:	$650.00
98	Spray Thermo Permanent Pavement Striping - 6 inch - White					
	Quantity: 1000	UOM: Linear Feet		Price: $0.75	Total:	$750.00
99	Spray Thermo Permanent Pavement Striping - 6 inch - Yellow					
	Quantity: 500	UOM: Linear Feet		Price: $0.75	Total:	$375.00
100	Remove Spray Thermo					
	Quantity: 500	UOM: Linear Feet		Price: $0.80	Total:	$400.00
101	Crosswalk sign-in-lane					
	Quantity: 15	UOM: Each		Unit Price: $350.00	Total:	$5,250.00

102	Lane delineator post	Quantity: 100	UOM: Each	Unit Price:	$55.00	Total:	$5,500.00
103	Pavement Marker - inlaid	Quantity: 500	UOM: Each	Unit Price:	$34.75	Total:	$17,375.00
104	Pavement Marker - surface KYTC Type 5	Quantity: 500	UOM: Each	Unit Price:	$24.75	Total:	$12,375.00
105	Rumble strips	Quantity: 500	UOM: Linear Feet	Price:	$4.75	Total:	$2,375.00
106	Rumble strips - transverse	Quantity: 500	UOM: Linear Feet	Price:	$4.75	Total:	$2,375.00
107	Delineator - City Post 28"	Quantity: 250	UOM: Each	Unit Price:	$150.00	Total:	$37,500.00
108	Delineator - City Post 36"	Quantity: 150	UOM: Each	Unit Price:	$175.00	Total:	$26,250.00
109	Delineator - Qwick Kurb	Quantity: 800	UOM: Linear Feet	Price:	$115.00	Total:	$92,000.00
110	Thermo Bike Lane Straight Arrow for use on PCCP	Quantity: 5	UOM: Each	Unit Price:	$140.00	Total:	$700.00
111	Thermo Truck Applied 4" Width - White	Quantity: 100	UOM: Linear Feet	Price:	$0.85	Total:	$85.00
112	Thermo Truck Applied 6" Width - White	Quantity: 100	UOM: Linear Feet	Price:	$0.95	Total:	$95.00
113	Thermo Truck Applied 4" Width - Yellow	Quantity: 100	UOM: Linear Feet	Price:	$0.85	Total:	$85.00
114	Thermo Truck Applied 6" Width - Yellow	Quantity: 100	UOM: Linear Feet	Price:	$0.95	Total:	$95.00

Response Total: $453,587.50

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 11, 2024

INVITATION TO BID #9-2024 City Street Striping & Marking Supplemental

***This is a supplemental bid to Bid 28-2021, if you submitted on this bid please do not resubmit.**

Bid Opening Date: **January 25, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **1/25/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
X Bid Specifications Met ____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	7 days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ____ Yes X No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: M+M Services Co., Inc.
Firm Name

229 Midland Tr.
Address

Mt. Sterling KY 40353
City, State & Zip

Bid must be signed: _____
Signature of Authorized Company Representative – Title

Jeffrey McMahon.
Representative's Name (Typed or printed)

859-499-3201 859-499-3221

Area Code - Phone – Extension *Fax #*

rebecca@mmservicesky.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Jeffrey McMahon and he/she is the individual submitting the bid or is the authorized representative of M+M Services Co., Inc.,

   the entity submitting the bid (hereinafter referred to as "Bidder")

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 Montgomery

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey McMahon on this the 17 day of January, 20 24

My Commission expires: 10-26-24

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

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 disability.*

- 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: T*he 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, veteran status, disability and age.

Signature

M+M Services Co., Inc.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

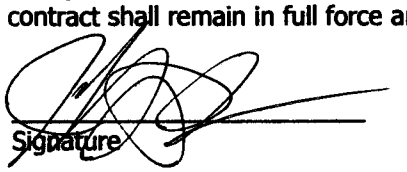
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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

1-17-2024

Date

WORKFORCE ANALYSIS FORM

Name of Organization: M+M Services Co., Inc.

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		2	1													2	1
Professionals		1	1													1	1
Superintendents																	
Supervisors																	
Foremen		10				2										12	
Technicians		39	1			1										40	1
Protective Service																	
Para-Professionals																	
Office/Clerical			2														2
Skilled Craft																	
Service/Maintenance		5														5	
Total:																60	5

Prepared by: Rebecca Smith Treasurer **Date:** 01 / 17 / 24

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # Bid 9-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MWDBE 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.

M+M Services Co., Inc.
Company

1-17-2024
Date

Rebecca Smith
Company Representative

Treasurer
Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # Bid 9-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MWDBE 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.

M+M Services Co., Inc.
Company

Rebecca Smith
Company Representative

1-17-2024
Date

Treasurer
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # Bid 9-2024

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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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.		N/A			
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.

M+M Services Co., Inc.
Company

Rebecca Smith
Company Representative

1-17-2024
Date

Treasurer
Title

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # Bid 9-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name M+M Services Co., Inc.	Contact Person Rebecca Smith
Address/Phone/Email 229 Midland Tr. 859-499-3201 Mt. Sterling Ky 40353 rebecca@MMservicesky.com	Bid Package / Bid Date

MWDBE Company Addr	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	Veteran
				N/A				

(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.

M+M Services Co., Inc.
Company

Rebecca Smith
Company Representative

1-17-2024
Date

Treasurer
Title

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # Bid 4-2024

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From:** **To:**
Company Name: N/A	**Address:** N/A
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
			N/A				

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.

M+M Services Co, Inc.
Company

Rebecca Smith
Company Representative

1-17-2024
Date

Treasurer
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # BTE 9-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

JM 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 MWDBE firms and Veteran-Owned businesses to participate.

JM Included documentation of advertising in the above publications with the bidders good faith efforts package

JM Attended LFUCG Procurement Economic Inclusion Outreach event

JM Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

JM Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

JM Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

JM Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

JM Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

JM Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

JM Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

JM Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

JM Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

JM Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

JM 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

JM Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

JM Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

JM Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

MM Services Co., LLC
Company

1-17-2024
Date

Jeffrey McMahon
Company Representative

President
Title

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

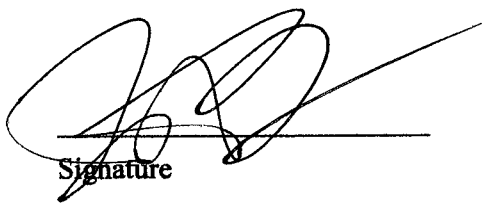
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

1-17-2024

Date



LEXINGTON

Bid 9-2024
S&L Contracting LLC
Supplier Response

Event Information

Number: Bid 9-2024
Title: City Street Striping and Marking Supplemental
Type: Competitive Bid
Issue Date: 1/11/2024
Deadline: 1/25/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington, KY 40507
Email: jallinder@lexingtonky.gov

S&L Contracting LLC Information

Contact: Jonathan Shaw Evans
Address: 130 Northridge Rd
Lancaster, KY 40444-7267
Phone: (859) 339-3029
Email: shaw.evans@slcontractingky.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jonathan Shaw Evans
Signature

shaw.evans@slcontractingky.com
Email

Submitted at 1/22/2024 12:57:46 PM (ET)

Response Attachments

9-2024 City Street Striping & Marking Supplemental.pdf

Signed Bid Proposal for 9-2024 City Street Striping & Marking Supplemental.

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Paint 4' Letter/Number	Quantity: 200	UOM: Each	Unit Price:	$20.00	Total: $4,000.00
2	Paint 8' Letter/Number	Quantity: 200	UOM: Each	Unit Price:	$30.00	Total: $6,000.00
3	Paint Railroad "R" 6'6"	Quantity: 5	UOM: Each	Unit Price:	$25.00	Total: $125.00
4	Paint Permanent 16" for Railroad	Quantity: 50	UOM: Linear Feet	Price:	$4.85	Total: $242.50
5	Paint straight arrow	Quantity: 25	UOM: Each	Unit Price:	$48.00	Total: $1,200.00
6	Paint curved arrow	Quantity: 25	UOM: Each	Unit Price:	$48.00	Total: $1,200.00

7	Paint Combination Arrow						
	Quantity: 20	UOM: Each		Unit Price:	$65.00	Total:	$1,300.00
8	Paint Lane Drop Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$75.00	Total:	$750.00
9	Paint Yield Symbol (24" Base, 36" Height)						
	Quantity: 10	UOM: Each		Unit Price:	$5.00	Total:	$50.00
10	Paint Handi-Cap Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$48.00	Total:	$480.00
11	Paint 3-way Combination Arrow						
	Quantity: 10	UOM: Each		Unit Price:	$95.00	Total:	$950.00
12	Paint Curve & U-Turn Combination Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$100.00	Total:	$500.00
13	Paint U-Turn Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$75.00	Total:	$375.00
14	Arrow-Fish Hook						
	Quantity: 5	UOM: Each		Unit Price:	$150.00	Total:	$750.00
15	Paint Elongated Curve Arrow (12'x3')						
	Quantity: 5	UOM: Each		Unit Price:	$80.00	Total:	$400.00
16	Paint Bike Symbol (Bicycle Rider-Helmeted- 3' 4" x 6'						
	Quantity: 15	UOM: Each		Unit Price:	$75.00	Total:	$1,125.00
17	Paint Shared Lane Marking - Bike Sharrow						
	Quantity: 15	UOM: Each		Unit Price:	$75.00	Total:	$1,125.00
18	Paint Area Shading - White						
	Quantity: 200	UOM: SF		Price:	$2.50	Total:	$500.00
19	Paint Area Shading - Yellow						
	Quantity: 200	UOM: SF		Price:	$2.50	Total:	$500.00
20	Paint Permanent Pavement Striping - 4 inch - White						
	Quantity: 10000	UOM: Linear Feet		Price:	$0.38	Total:	$3,800.00
21	Paint Permanent Pavement Striping - 4 inch - Yellow						
	Quantity: 5000	UOM: Linear Feet		Price:	$0.38	Total:	$1,900.00
22	Paint Permanent Pavement Striping - 6 inch - White						
	Quantity: 2500	UOM: Linear Feet		Price:	$0.45	Total:	$1,125.00

23	Paint Permanent Pavement Striping - 6 inch - Yellow						
	Quantity: 2500	UOM: Linear Feet		Price:	$0.45	Total:	$1,125.00
24	Remove Permanent Pavement Striping						
	Quantity: 500	UOM: SF		Price:	$1.00	Total:	$500.00
25	Thermo 4' Letter/Number						
	Quantity: 200	UOM: Each		Unit Price:	$75.00	Total:	$15,000.00
26	Thermo 8' Letter/Number						
	Quantity: 200	UOM: Each		Unit Price:	$100.00	Total:	$20,000.00
27	Thermo Railroad R						
	Quantity: 5	UOM: Each		Unit Price:	$6.00	Total:	$30.00
28	Thermo Straight Arrow						
	Quantity: 25	UOM: Each		Unit Price:	$80.00	Total:	$2,000.00
29	Thermo Curved Arrow						
	Quantity: 25	UOM: Each		Unit Price:	$85.00	Total:	$2,125.00
30	Thermo Combination Arrow						
	Quantity: 20	UOM: Each		Unit Price:	$100.00	Total:	$2,000.00
31	Thermo Lane Drop Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$295.00	Total:	$2,950.00
32	Thermo Yield Symbol (24" Base, 36" Height)						
	Quantity: 10	UOM: Each		Unit Price:	$50.00	Total:	$500.00
33	Thermo Handi-Cap Symbol						
	Quantity: 10	UOM: Each		Unit Price:	$175.00	Total:	$1,750.00
34	Thermo 3-Way Combination Arrow						
	Quantity: 10	UOM: Each		Unit Price:	$210.00	Total:	$2,100.00
35	Thermo Curve & U-Turn Combination Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$245.00	Total:	$1,225.00
36	Thermo U-Turn Arrow						
	Quantity: 5	UOM: Each		Unit Price:	$175.00	Total:	$875.00
37	Thermo - Fish Hook						
	Quantity: 5	UOM: Each		Unit Price:	$395.00	Total:	$1,975.00
38	Thermo Elongated Curve Arrow (12'x3')						
	Quantity: 5	UOM: Each		Unit Price:	$100.00	Total:	$500.00

39	Thermo Bike Symbol (Bicycle Rider - Helmeted - 3' 4" x 6')					
	Quantity: 15	UOM: Each		Unit Price:	$260.00	Total: $3,900.00
40	Thermo Shared Lane Marking - Bike Sharrow					
	Quantity: 15	UOM: Each		Unit Price:	$300.00	Total: $4,500.00
41	Thermo 4' Width					
	Quantity: 200	UOM: Linear Feet		Price:	$1.75	Total: $350.00
42	Thermo 4" Width Dashed					
	Quantity: 200	UOM: Linear Feet		Price:	$4.45	Total: $890.00
43	Thermo 6" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$3.45	Total: $690.00
44	Thermo 6" Width Dashed					
	Quantity: 200	UOM: Linear Feet		Price:	$5.45	Total: $1,090.00
45	Thermo 8" Width Dashed					
	Quantity: 150	UOM: Linear Feet		Price:	$6.25	Total: $937.50
46	Thermo 12" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$5.65	Total: $1,130.00
47	Thermo 16" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$6.25	Total: $1,250.00
48	Thermo 24" Width					
	Quantity: 200	UOM: Linear Feet		Price:	$7.00	Total: $1,400.00
49	Thermo Area Shading - Yellow					
	Quantity: 150	UOM: SF		Price:	$5.50	Total: $825.00
50	Thermo Area Shading - White					
	Quantity: 150	UOM: SF		Price:	$5.50	Total: $825.00
51	Thermo Area Shading - Green					
	Quantity: 150	UOM: SF		Price:	$10.25	Total: $1,537.50
52	Thermo Bike Sharrow PANEL - Green - 10' Height					
	Quantity: 10	UOM: Each		Unit Price:	$810.00	Total: $8,100.00
53	Thermo Bike Rider Panel - Green - 4' x 20'					
	Quantity: 10	UOM: Each		Unit Price:	$1,045.00	Total: $10,450.00
54	Thermo 4' Letter/Number for use on PCCP					
	Quantity: 50	UOM: Each		Unit Price:	$150.00	Total: $7,500.00

55	Thermo 8' Letter/Number for use on PCCP					
	Quantity: 50	UOM: Each	Unit Price:	$200.00	Total:	$10,000.00
56	Thermo Railroad "R" 6' 6" for use on PCCP					
	Quantity: 6	UOM: Each	Unit Price:	$18.00	Total:	$108.00
57	Thermo Straight Arrow for use on PCCP					
	Quantity: 10	UOM: Each	Unit Price:	$225.00	Total:	$2,250.00
58	Thermo Curved Arrow for use on PCCP					
	Quantity: 10	UOM: Each	Unit Price:	$250.00	Total:	$2,500.00
59	Thermo Combination Arrow for use on PCCP					
	Quantity: 10	UOM: Each	Unit Price:	$435.00	Total:	$4,350.00
60	Thermo Lane Drop Symbol for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$725.00	Total:	$3,625.00
61	Thermo Yield Symbol (24" Base, 36" Height) for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$70.00	Total:	$350.00
62	Thermo Handi-Cap Symbol for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$300.00	Total:	$1,500.00
63	Thermo 3-Way Combination Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$600.00	Total:	$3,000.00
64	Thermo Curve & U-Turn Combination Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$700.00	Total:	$3,500.00
65	Thermo U-Turn Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$650.00	Total:	$3,250.00
66	Thermo - Fish Hook for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$600.00	Total:	$3,000.00
67	Thermo Elongated Curve Arrow (12'x3') for use on PCCP					
	Quantity: 3	UOM: Each	Unit Price:	$350.00	Total:	$1,050.00
68	Thermo Bike Symbol (Bicycle Rider - Helmeted - 3' 4" x 6') for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$345.00	Total:	$1,725.00
69	Thermo Shared Lane Marking - Bike Sharrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$375.00	Total:	$1,875.00
70	Thermo Bike Lane Straight Arrow for use on PCCP					
	Quantity: 5	UOM: Each	Unit Price:	$175.00	Total:	$875.00

71	Thermo 4' Width for use on PCCP						
	Quantity: 300	UOM: Linear Feet		Price:	$4.00	Total:	$1,200.00
72	Thermo 4" Width Dashed for use on PCCP						
	Quantity: 300	UOM: Linear Feet		Price:	$6.00	Total:	$1,800.00
73	Thermo 6" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$10.00	Total:	$1,000.00
74	Thermo 6" Width Dashed for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$12.00	Total:	$1,200.00
75	Thermo 8" Width Dashed for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$12.00	Total:	$1,200.00
76	Thermo 12" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$18.00	Total:	$1,800.00
77	Thermo 16" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$18.00	Total:	$1,800.00
78	Thermo 24" Width for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$19.50	Total:	$1,950.00
79	Thermo Truck Applied 4" Width - White - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.25	Total:	$125.00
80	Thermo Truck Applied 6" Width - White - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.35	Total:	$135.00
81	Thermo Truck Applied 4" Width - Yellow - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.25	Total:	$125.00
82	Thermo Truck Applied 6" Width - Yellow - for use on PCCP						
	Quantity: 100	UOM: Linear Feet		Price:	$1.35	Total:	$135.00
83	Thermo Area shading - Yellow for use on PCCP						
	Quantity: 100	UOM: SF		Price:	$14.00	Total:	$1,400.00
84	Thermo Area Shading - White for use on PCCP						
	Quantity: 100	UOM: SF		Price:	$14.00	Total:	$1,400.00
85	Thermo Area Shading - Green for use on PCCP						
	Quantity: 100	UOM: SF		Price:	$15.00	Total:	$1,500.00
86	Remove Thermoplastic						
	Quantity: 1000	UOM: SF		Price:	$6.55	Total:	$6,550.00

87	HPS-8 Permanent Pavement Striping - 4 inch - White					
	Quantity: 1500	UOM: Linear Feet		Price: $1.60	Total:	$2,400.00
88	HPS-8 Permanent Pavement Striping - 4 inch - Imbedded - White					
	Quantity: 1500	UOM: Linear Feet		Price: $2.60	Total:	$3,900.00
89	HPS-8 Permanent Pavement Striping - 4 inch - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $1.60	Total:	$1,200.00
90	HPS-8 Permanent Pavement Striping - 4 inch - Imbedded - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $2.60	Total:	$1,950.00
91	HPS-8 Permanent Pavement Striping - 6 inch - White					
	Quantity: 750	UOM: Linear Feet		Price: $2.35	Total:	$1,762.50
92	HPS-8 Permanent Pavement Striping - 6 inch - Imbedded - White					
	Quantity: 750	UOM: Linear Feet		Price: $3.35	Total:	$2,512.50
93	HPS-8 Permanent Pavement Striping - 6 inch - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $2.35	Total:	$1,762.50
94	HPS-8 Permanent Pavement Striping - 6 inch - Imbedded - Yellow					
	Quantity: 750	UOM: Linear Feet		Price: $3.35	Total:	$2,512.50
95	HPS-8 Remove Integrated Multipolymer					
	Quantity: 750	UOM: Linear Feet		Price: $1.85	Total:	$1,387.50
96	Spray Thermo Permanent Pavement Striping - 4 inch - White					
	Quantity: 4000	UOM: Linear Feet		Price: $0.75	Total:	$3,000.00
97	Spray Thermo Permanent Pavement Striping - 4 inch - Yellow					
	Quantity: 1000	UOM: Linear Feet		Price: $0.75	Total:	$750.00
98	Spray Thermo Permanent Pavement Striping - 6 inch - White					
	Quantity: 1000	UOM: Linear Feet		Price: $0.85	Total:	$850.00
99	Spray Thermo Permanent Pavement Striping - 6 inch - Yellow					
	Quantity: 500	UOM: Linear Feet		Price: $0.85	Total:	$425.00
100	Remove Spray Thermo					
	Quantity: 500	UOM: Linear Feet		Price: $0.90	Total:	$450.00
101	Crosswalk sign-in-lane					
	Quantity: 15	UOM: Each		Unit Price: $325.00	Total:	$4,875.00

102	Lane delineator post	Quantity: 100	UOM: Each	Unit Price:	$50.00	Total:	$5,000.00
103	Pavement Marker - inlaid	Quantity: 500	UOM: Each	Unit Price:	$35.00	Total:	$17,500.00
104	Pavement Marker - surface KYTC Type 5	Quantity: 500	UOM: Each	Unit Price:	$25.00	Total:	$12,500.00
105	Rumble strips	Quantity: 500	UOM: Linear Feet	Price:	$5.00	Total:	$2,500.00
106	Rumble strips - transverse	Quantity: 500	UOM: Linear Feet	Price:	$5.00	Total:	$2,500.00
107	Delineator - City Post 28"	Quantity: 250	UOM: Each	Unit Price:	$148.00	Total:	$37,000.00
108	Delineator - City Post 36"	Quantity: 150	UOM: Each	Unit Price:	$173.00	Total:	$25,950.00
109	Delineator - Qwick Kurb	Quantity: 800	UOM: Linear Feet	Price:	$113.00	Total:	$90,400.00
110	Thermo Bike Lane Straight Arrow for use on PCCP	Quantity: 5	UOM: Each	Unit Price:	$145.00	Total:	$725.00
111	Thermo Truck Applied 4" Width - White	Quantity: 100	UOM: Linear Feet	Price:	$0.95	Total:	$95.00
112	Thermo Truck Applied 6" Width - White	Quantity: 100	UOM: Linear Feet	Price:	$1.05	Total:	$105.00
113	Thermo Truck Applied 4" Width - Yellow	Quantity: 100	UOM: Linear Feet	Price:	$0.95	Total:	$95.00
114	Thermo Truck Applied 6" Width - Yellow	Quantity: 100	UOM: Linear Feet	Price:	$1.05	Total:	$105.00

Response Total: $418,918.00

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement — Date of Issue: January 11, 2024

INVITATION TO BID #9-2024 City Street Striping & Marking Supplemental

***This is a supplemental bid to Bid 28-2021, if you submitted on this bid please do not resubmit.**

Bid Opening Date: **January 25, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **1/25/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
✓ Bid Specifications Met ____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	____ days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ✓ Yes ____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: SEK Contracting LLC
Firm Name

130 Northridge Rd.
Address

Lancaster, KY 40444
City, State & Zip

Bid must be signed: President
Signature of Authorized Company Representative – Title

Jonathan Evans President
Representative's Name (Typed or printed)

859-339-3029
Area Code - Phone – Extension Fax #

Shaw.evans@SLContractingky.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, SEL Contracting LLC and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jonathan Evans and he/she is the individual submitting the bid or is the authorized representative of SEL Contracting LLC, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. Jonathan Evans

STATE OF Kentucky

COUNTY OF Garrard

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jonathan Evans on this the 21 day of Jan 2025.

Tarsen S. Mischen
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP81001
MY COMMISSION EXPIRES 10/13/2027

My Commission expires: 10-13-2027

NOTARY PUBLIC - STATE AT LARGE

Teresa S. McGhee
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION NUMBER
MY COMMISSION EXPIRES 10/13/2027

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

III. Procurement Contract Bid Conditions

A. This contract will expire on **May 27, 2025** and may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Signature

S&L Contracting LLC

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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

1/21/24
Date

WORKFORCE ANALYSIS FORM

Name of Organization: SLK Contracting LLC

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	1	X														1	
Professionals																	
Superintendents	1	X														1	
Supervisors	2	X														2	
Foremen																	
Technicians	4	X														4	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		X														1
Skilled Craft																	
Service/Maintenance																	
Total:	9	8	1													8	1

Prepared by: [signature] President Date: 1/21/24

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 9-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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.

S&L Contracting LLC
Company

Jonathan Evans
Company Representative

1/21/24
Date

President
Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 9-2021

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MWDBE 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.

S&L Contracting LLC
Company

Jonathan Evans
Company Representative

1/21/24
Date

President
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 9-2024

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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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.

Sek Contracting LLC
Company

Jonathan Evans
Company Representative

1/01/24
Date

President
Title

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 9-2021

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addr	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	Veteran

(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.

SEL Contracting LLC
Company

Jonathan Evans
Company Representative

1/21/24
Date

President
Title

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # 9-2021

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.

S&L Contracting LLC
Company

Jonathan Evans
Company Representative

1/21/24
Date

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 9-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

SEL Contracting LLC
Company

Jonathan Evans
Company Representative

1/21/24
Date

President
Title

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

1/21/24

Date

LEXINGTON

Bid 12-2024
APOLLO OIL LLC
APOLLO LUBRICANTS
Supplier Response

Event Information

Number: Bid 12-2024
Title: Motor Oil 15W-40 Rebid
Type: Competitive Bid
Issue Date: 1/18/2024
Deadline: 2/1/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

INCLUDE THE MANUFACTURER/PRODUCT DESCRIPTION IN THE NOTES FIELD.

PLEASE UPLOAD ATTACHMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

APOLLO OIL LLC Information

Contact: DWAYNE LEE
Address: 1175 EARLY DR
WINCHESTER, KY 40391
Phone: (800) 473-5823
Fax: (800) 473-5823
Toll Free: (800) 473-5823
Email: dwlee@apollooil.com
Web Address: www.apollooil.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Christopher Todd Creech
Signature

tcreech@cadencepetroleum.com
Email

Submitted at 1/30/2024 10:26:19 AM (ET)

Response Attachments

LFUCG Apollo Oil Bid 12-2024 Motor Oil 15W40 Rebid.pdf

Apollo Oil bid for 12-2024 Motor Oil 15W40 Rebid

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Valvoline Premium Blue One Solution Gen 2 or equivalent	Quantity: 1	UOM: Gallon	Price: $11.99	Total:	$11.99
2	Valvoline Premium Blue One Solution Gen 2 or equivalent	Quantity: 55	UOM: Gallon	Price: $11.99	Total:	$659.45
3	Valvoline Premium Blue One Solution Gen 2 or equivalent Item Notes: Bulk purchase	Quantity: 1	UOM: Gallon	Price: $11.99	Total:	$11.99

Response Total: $683.43

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 18, 2024

INVITATION TO BID # 12-2024 Motor Oil 15W-40 Rebid

Bid Opening Date: **February 1, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/01/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
X Bid Specifications Met _____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	3 days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? X Yes _____ No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: APOLLO OIL
Firm Name

1175 EARLY DRIVE
Address

WINCHESTER, KY 40391
City, State & Zip

Bid must be signed: AREA SALES MANAGER
Signature of Authorized Company Representative – Title

CHRISTOPHER TODD CREECH
Representative's Name (Typed or printed)

859 749 8308
Area Code - Phone – Extension *Fax #*

TCREECH@CADENCEPETROLEUM.COM
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is CHRISTOPHER TODD CREECH and he/she is the individual submitting the bid or is the authorized representative of APOLLO OIL, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 CLARK

The foregoing instrument was subscribed, sworn to and acknowledged before me by CHRISTOPHER TODD CREECH on this the 29 day of JANUARY, 2024

My Commission expires: 3/29/27

Carol Haddix
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*

- 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: T*he 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, veteran status, disability and age.

Signature

Apollo Oil

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

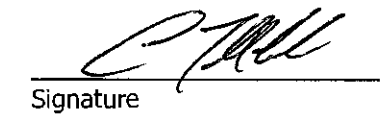
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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

1/29/24

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Apollo Oil

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	3	2	1													2	1
Professionals	5	5														5	
Superintendents																	
Supervisors	1	1														1	
Foremen																	
Technicians	12	12														12	
Protective Service																	
Para-Professionals																	
Office/Clerical	2		2														2
Skilled Craft	14	12					2									14	
Service/Maintenance	2	2														2	
Total:																36	3

Prepared by: Carol Haddix, H.R. Manager **Date:** 1/11/24

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024 MOTOR OIL 15W40 REBID

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

APOLLO OIL
Company

1/29/24
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024 MOTOR OIL FAN40 PEBIO

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

APOLLO OIL
Company

1/29/24
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 12-2024 MOTOR OIL 15W40 REBID

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 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. **Failure to submit tbis form may cause rejection of tbe bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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. NONE					
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.

APOLLO OIL
Company

1/29/24
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 12-2024 MOTOR OIL 5W40 PERIOD

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
APOLLO OIL	CHRISTOPHER TODD CREECH
Address/Phone/Email 1175 EARLY DRIVE WINCHESTER, KY 40391 859 749 8308 TCREECH@CADENCEPETROLEUM.COM	Bid Package / Bid Date 12-2024 MOTOR OIL 5W40 PERIOD 2/1/24

MWDBE Company Addr	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	Veteran
NONE								

(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.

APOLLO OIL
Company

1/29/24
Date

CHRISTOPHER TODD CREECH
Company Representative

AREA SALES MANAGER
Title

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # 12-2024 MOTOR OIL 15W40 REBID

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	Work Period/ From: To:
Company Name: APOLLO OIL	Address: 1175 EARLY DRIVE WINCHESTER, KY 40391
Federal Tax ID: 81-4084872	Contact Person: CHRISTOPHER TODD CREECH

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
NONE							

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.

APOLLO OIL
Company

CHRISTOPHER TODD CREECH
Company Representative

1/29/24
Date

AREA SALES MANAGER
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 12-2024 MOTOR OIL 5W40 PERIO

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must he submitted with the Bid, if the participation Goal is not met.

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.

APOLLO OIL	CHRISTOPHER TROY GREELY
Company	**Company Representative**
1/29/24	AREA SALES MANAGER
Date	**Title**

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ~~sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to~~ ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

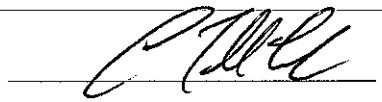
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

11/27/24

Date

1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for Valvoline Premium Blue One Solution Gen 2 or other equivalents which may be accepted. A premium quality 15W-40 motor oil suitable for use in a mixed fleet of diesel engines and CNG engines.

2.0 REQUIREMENTS

2.1 Motor oils shall be premium quality, suitable for use in a mixed fleet of heavy duty diesel engines and CNG engines.

2.2 Product bid for 15W-40 must have an API Service Rating of CK-4, Cummins CES 20092, and appear on the Cummins approved motor oils[1]. **NO EXCEPTIONS**.

2.3 Product shall be virgin material, packaged, marketed, and labeled by the original manufacturer. No recycled, re-refined, rebranded or remarketed products will be accepted.

2.4 Successful bidder shall supply tank label as to product type, brand, weight, etc. SDS sheets shall also be supplied.

3.0 NOTES

3.1 LFUCG Fleet Service has two (2) 1000 gallon tank for 15W-40 motor oil. Bulk oil purchases are typically 750 gallons. Fleet Services and other divisions of government may require some product in one gallon and 55 gallon containers.

3.2 LFUCG Fleet Service estimates requiring approximately 5,000 gallons of oil (aggregate) per year, however the issuance of a price contract does not guarantee any quantity or amount nor does it obligate the LFUCG for any purchases.

3.3 In the interest of product availability, LFUCG reserves the right to issue price contracts to multiple bidders.

3.4 Periodic analysis shall be performed on product delivered in bulk form to insure conformity with the products requirements contained herein.

4.0 DELIVERY

4.1 Bid price shall include delivery to requesting division's location and/or tank. Majority of product will be in bulk and delivered to one thousand gallon tank located at the Division of Fleet Service facility located at 669 Byrd Thurman Dr. Lexington, Ky. 40510.

[1] https://macktrucks.vg-emedia.com/ProductDetail.aspx?ProductId=12068

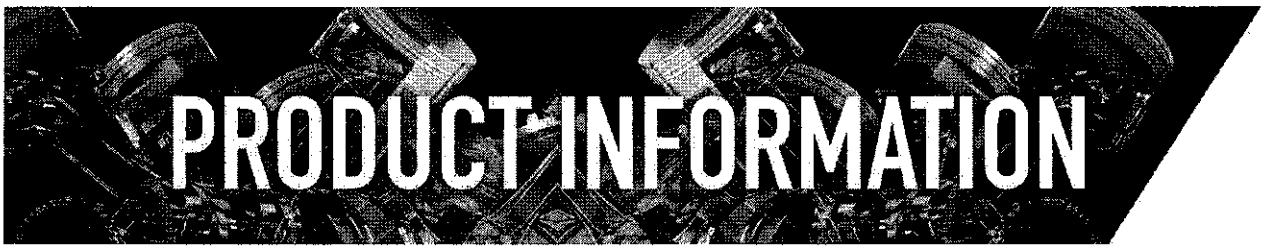
5.0 PRICING

Please log in to your Ionwave account to submit pricing. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab. Please include the manufacturer/product description that you are supplying in the notes field.

1 gallon jug.....price per gallon

55 gallon drum.....price per gallon

Bulk purchase.....price per gallon



Valvoline™

VALVOLINE™ PREMIUM BLUE™ ONE SOLUTION GEN2 SAE 15W-40

Valvoline Premium Blue Engine Oil is "The Only One"™ exclusively endorsed and recommended by Cummins. It is an extraordinary premium engine oil formulated to provide extended oil drain intervals for heavy duty diesel and natural gas engines.

By using **Valvoline Premium Blue One Solution Gen2** with Cummins X15 engines, customers enable an exclusive oil drain interval extension of 5,000 miles*.

The Premium Blue One Solution Gen2 Engine Oil Advantages:

- Premium lubricant designed to protect engines fueled by diesel, natural gas, or gasoline under severe service in both on and off highway applications.
- Reduce working capital with inventory consolidation by eliminating the need for multiple engine oils. Can also help avoid critical failures by reducing the potential for human error.
- Outstanding oxidation resistance supports long oil life in heavy duty diesel and natural gas engines.
- Excellent wear protection in heavy duty applications.
- Superior deposit protection compared to industry requirements.

Premium Blue One Solution Gen2 is licensed for API service CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4, SP, and SN Plus.

Premium Blue One Solution Gen2 is Approved or Recommended for applications where Cummins CES 20092, CES 20086, Mack EOS-4.5, Volvo VDS-4.5, Detroit Diesel DFS 93K222, DFS 93K218, Deutz DQC III-18LA, Renault VI RLD-3, ACEA E9, ACEA E7, MB 228.31, MTU Category 2.1, Caterpillar ECF-3, Allison TES-439, or JASO DH-2 are specified.

Typical Properties:	SAE 15W-40
KV100 (cSt)	15.1
KV40 (cSt)	115
Viscosity Index	137
Density @ 15 °C g/cm³	0.88
CCS @ -20°C, cP	6200
HTHS @ 150°C, cP	4.2
Pour Point (°C)	-33
Sulfated Ash, mass %	0.9
TBN (D-2896), meq KOH/g	11
Noack, % loss	11
Zinc, ppm	890
Phosphorous, ppm	800

Endorsed and Recommended by Cummins Inc.

Part Numbers:	SAE 15W-40
Bulk	891001
Tote	891009
S5 Gallon Drum	891011
5 Gallon Pail	891005
1 Gallon	891007
1 Gallon	773780

*If combined percent idle time plus power takeoff (PTO) time is greater than 40 percent for Short Haul, Normal, or Light intervals, use the next lower drain interval. For Extreme Severe and Severe intervals, use the published drain interval regardless of the combined idle plus PTO time.

Refer to Valvoline's Safety Data Sheets for health and safety information.
This information only applies to products manufactured in the following location(s): USA, Canada.

Effective Date:
1/11/24

Author:
BT

*Trademark of Valvoline or its subsidiaries, registered in various countries

SAFETY DATA SHEET

Premium Blue™ ONE SOLUTION™ GEN2 SAE 15W-40 ENGINE OIL

Valvoline™ Global

Version: 3.0 | Revision Date: 06/19/2023 | Print Date: 01/11/2024

SECTION 1. IDENTIFICATION

Product name	:	Premium Blue™ ONE SOLUTION™ GEN2 SAE 15W-40 ENGINE OIL
Product code	:	891011

Manufacturer or supplier's details

Company name of supplier	:	Valvoline Global Operations
Address	:	100 Valvoline Way Lexington, KY 40509 United States of America (USA)
Telephone	:	1-800-TEAMVAL (1-800-832-6825)
E-mail address	:	SDS@valvolineglobal.com
Emergency telephone number	:	+1-800-VALVOLINE (+1-800-825-8654)

SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Not a hazardous substance or mixture.

GHS label elements

No hazard pictogram, no signal word, no hazard statement(s), no precautionary statement(s) required

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture	:	Mixture

Components

Chemical name	CAS-No.	Concentration (% w/w)
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7	>= 60 - < 70
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7	>= 10 - < 15
HYDROTREATED LIGHT PARAFFINIC DISTILLATE	64742-55-8	>= 1.5 - < 5
CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM)	64742-70-7	>= 1.5 - < 5
Distillates (petroleum), solvent-dewaxed heavy paraffinic	64742-65-0	>= 1.5 - < 5
Distillates (petroleum), solvent-dewaxed light paraffinic	64742-56-9	>= 1.5 - < 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice : Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of eye contact : Remove contact lenses.
Protect unharmed eye.
If eye irritation persists, consult a specialist.

If swallowed : Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed : No symptoms known or expected.

Notes to physician : Treat symptomatically.

No hazards which require special first aid measures.

SECTION 5. FIREFIGHTING MEASURES

Hazardous combustion products	:	carbon dioxide and carbon monoxide
Further information	:	Standard procedure for chemical fires. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Special protective equipment for firefighters	:	Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Environmental precautions	:	If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for containment and cleaning up	:	Wipe up with absorbent material (e.g. cloth, fleece). Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion	:	Normal measures for preventive fire protection.
Advice on safe handling	:	For personal protection see section 8. Smoking, eating and drinking should be prohibited in the application area.
Conditions for safe storage	:	Electrical installations / working materials must comply with the technological safety standards.
Materials to avoid	:	No materials to be especially mentioned.
Further information on storage stability	:	No decomposition if stored and applied as directed.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
DISTILLATES (PETROLEUM),	64742-54-7	TWA (Mist)	5 mg/m3	OSHA Z-1

HYDROTREATED HEAVY PARAFFINIC				
		TWA (Inhalable particulate matter)	5 mg/m3	ACGIH
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7	TWA (Mist)	5 mg/m3	OSHA Z-1
		TWA (Inhalable particulate matter)	5 mg/m3	ACGIH
HYDROTREATED LIGHT PARAFFINIC DISTILLATE	64742-55-8	TWA (Mist)	5 mg/m3	OSHA Z-1
		TWA (Inhalable particulate matter)	5 mg/m3	ACGIH
CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM)	64742-70-7	TWA (Mist)	5 mg/m3	OSHA Z-1
Distillates (petroleum), solvent-dewaxed heavy paraffinic	64742-65-0	TWA (Mist)	5 mg/m3	OSHA Z-1
		TWA (Inhalable particulate matter)	5 mg/m3	ACGIH
Distillates (petroleum), solvent-dewaxed light paraffinic	64742-56-9	TWA (Mist)	5 mg/m3	OSHA Z-1
		TWA (Inhalable particulate matter)	5 mg/m3	ACGIH

Personal protective equipment

Respiratory protection : No personal respiratory protective equipment normally required.

Eye protection : Safety glasses

Skin and body protection : Protective suit

Hygiene measures : General industrial hygiene practice.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Odour	:	No data available
Odour Threshold	:	No data available
pH	:	No data available
Melting point/freezing point	:	No data available
Boiling point/boiling range	:	No data available
Flash point	:	394 - 480 °F / 201 - 249 °C Method: Cleveland open cup
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
Self-ignition	:	No data available
Upper explosion limit / Upper flammability limit	:	No data available
Lower explosion limit / Lower flammability limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	No data available
Density	:	0.868 g/cm3
Solubility(ies)		
Water solubility	:	No data available
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Decomposition temperature	:	No data available
Viscosity		

Viscosity, dynamic	:	No data available
Viscosity, kinematic	:	114.47 mm2/s (104 °F / 40 °C)
Oxidizing properties	:	No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	No decomposition if stored and applied as directed.
Chemical stability	:	No decomposition if stored and applied as directed.
Possibility of hazardous reactions	:	Stable under recommended storage conditions. No hazards to be specially mentioned.
Conditions to avoid	:	excessive heat
Incompatible materials	:	Strong oxidizing agents
Hazardous decomposition products	:	No hazardous decomposition products are known.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity
Not classified based on available information.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Acute oral toxicity	:	LD50 (Rat): > 15 g/kg
Acute dermal toxicity	:	LD50 (Rabbit): > 5 g/kg

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Acute oral toxicity	:	LD50 (Rat): > 15 g/kg
Acute dermal toxicity	:	LD50 (Rabbit): > 5 g/kg

CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM):

Acute oral toxicity	:	LD50 (Rat): > 2,000 mg/kg Assessment: The substance or mixture has no acute oral toxicity Remarks: The toxicological data has been taken from products of similar composition.

Acute dermal toxicity	:	LD50 (Rabbit): > 2,000 mg/kg Assessment: The substance or mixture has no acute dermal toxicity Remarks: The toxicological data has been taken from products of similar composition.

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Acute oral toxicity	:	LD50 (Rat): > 5,000 mg/kg
Acute dermal toxicity	:	LD50 (Rabbit): > 5,000 mg/kg

Distillates (petroleum), solvent-dewaxed light paraffinic:

Acute oral toxicity	:	LD50 (Rat): > 5,000 mg/kg
Acute inhalation toxicity	:	LC50 (Rat): > 5.53 mg/l Exposure time: 4 h Test atmosphere: dust/mist Assessment: The substance or mixture has no acute inhalation toxicity
Acute dermal toxicity	:	LD50 (Rabbit): > 5,000 mg/kg

Skin corrosion/irritation

Not classified based on available information.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Assessment	:	Slight, transient irritation
Result	:	Slight, transient irritation

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Assessment	:	Slight, transient irritation
Result	:	Slight, transient irritation

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Assessment	:	Slight, transient irritation
Result	:	Slight, transient irritation

CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM):

Result	:	Slight, transient irritation

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Result	:	Slight, transient irritation

Distillates (petroleum), solvent-dewaxed light paraffinic:

Species	:	Rabbit
Result	:	Slight, transient irritation

Serious eye damage/eye irritation

Not classified based on available information.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Result	:	No eye irritation
Assessment	:	No eye irritation

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Result	:	No eye irritation
Assessment	:	No eye irritation

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Result	:	Slight, transient irritation
Assessment	:	Slight, transient irritation

CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM):

Result	:	Slight, transient irritation

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Result	:	Slight, transient irritation
Assessment	:	Slight, transient irritation

Distillates (petroleum), solvent-dewaxed light paraffinic:

Species	:	Rabbit
Result	:	Slight, transient irritation

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.

Components:

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Test Type	:	Buehler Test
Species	:	Guinea pig
Assessment	:	Does not cause skin sensitisation.

Distillates (petroleum), solvent-dewaxed light paraffinic:

Test Type	:	Buehler Test
Species	:	Guinea pig
Assessment	:	Does not cause skin sensitisation.
Method	:	OECD Test Guideline 406

Germ cell mutagenicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Carcinogenicity - Assessment	:	Classified based on DMSO extract content < 3% (Regulation (EC) 1272/2008, Annex VI, Part 3, Note L)

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Carcinogenicity - Assessment	:	Classified based on DMSO extract content < 3% (Regulation (EC) 1272/2008, Annex VI, Part 3, Note L)

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Carcinogenicity - Assessment	:	Classified based on DMSO extract content < 3% (Regulation (EC) 1272/2008, Annex VI, Part 3, Note L)

CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM):

Carcinogenicity - Assessment	:	Classified based on DMSO extract content < 3% (Regulation (EC) 1272/2008, Annex VI, Part 3, Note L)

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Carcinogenicity - Assessment	:	Classified based on DMSO extract content < 3% (Regulation (EC) 1272/2008, Annex VI, Part 3, Note L)

Distillates (petroleum), solvent-dewaxed light paraffinic:

Carcinogenicity - Assessment	:	Classified based on DMSO extract content < 3% (Regulation (EC) 1272/2008, Annex VI, Part 3, Note L)

IARC	Group 1: Carcinogenic to humans Distillates (petroleum), solvent-dewaxed heavy paraffinic (Mineral oils, untreated or mildly treated)	64742-65-0
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.	
NTP	Known to be human carcinogen Distillates (petroleum), solvent-dewaxed heavy paraffinic (Mineral Oils: Untreated and Mildly Treated)	64742-65-0

Reproductive toxicity

Not classified based on available information.

STOT - single exposure

Not classified based on available information.

STOT - repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

No aspiration toxicity classification

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

May be fatal if swallowed and enters airways.

CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM):

May be fatal if swallowed and enters airways.

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

No aspiration toxicity classification

Distillates (petroleum), solvent-dewaxed light paraffinic:

The substance or mixture is known to cause human aspiration toxicity hazards or has to be regarded as if it causes a human aspiration toxicity hazard.

Further information

Product:

Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Toxicity to fish : LL50 (Fish): > 100 mg/l
Exposure time: 96 h

Toxicity to daphnia and other aquatic invertebrates : EL50 (Aquatic invertebrates): > 10,000 mg/l
Exposure time: 48 h

Toxicity to algae/aquatic plants : EL50 (Algae, algal mat (Algae)): > 100 mg/l
Exposure time: 72 h

Toxicity to fish (Chronic toxicity) : NOEC (Fish): 10 mg/l

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEC (Aquatic invertebrates): 10 mg/l

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

HYDROTREATED LIGHT PARAFFINIC DISTILLATE:

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM):

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Toxicity to fish : LC50 (Pimephales promelas (fathead minnow)): > 100 mg/l
Exposure time: 96 h
Test Type: static test
Test substance: WAF

Toxicity to daphnia and other aquatic invertebrates : EL50 (Daphnia magna (Water flea)): > 10,000 mg/l
Exposure time: 48 h
Test Type: static test
Test substance: WAF

Toxicity to algae/aquatic plants : NOEL (Pseudokirchneriella subcapitata (algae)): >= 100 mg/l
End point: Growth inhibition
Exposure time: 72 h
Test Type: static test
Test substance: WAF

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

Distillates (petroleum), solvent-dewaxed light paraffinic:

Toxicity to fish : LL50 (Pimephales promelas (fathead minnow)): > 100 mg/l
Exposure time: 96 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 203

Toxicity to daphnia and other aquatic invertebrates : EL50 (Daphnia magna (Water flea)): > 10,000 mg/l
Exposure time: 48 h
Test Type: static test

Test substance: WAF
Method: OECD Test Guideline 202

Toxicity to algae/aquatic plants : NOEL (Pseudokirchneriella subcapitata (green algae)): >= 100 mg/l
End point: Growth inhibition
Exposure time: 72 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 201

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEL (Daphnia magna (Water flea)): 10 mg/l
Exposure time: 21 d
Test Type: semi-static test
Test substance: WAF
Method: OECD Test Guideline 211

Ecotoxicology Assessment

Acute aquatic toxicity : Not classified based on available information.

Chronic aquatic toxicity : Not classified based on available information.

Persistence and degradability

Components:

Distillates (petroleum), solvent-dewaxed heavy paraffinic:

Biodegradability : Result: Inherently biodegradable.
Method: OECD Test Guideline 301F

Distillates (petroleum), solvent-dewaxed light paraffinic:

Biodegradability : Result: Inherently biodegradable.
Biodegradation: 31 %
Exposure time: 28 d
Method: OECD Test Guideline 301B

Bioaccumulative potential

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC:

Partition coefficient: n-octanol/water : log Pow: Expected > 7

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential	:	Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
Additional ecological information	:	No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Contaminated packaging	:	Empty containers should be taken to an approved waste handling site for recycling or disposal.

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG
Not regulated as a dangerous good

IATA-DGR
Not regulated as a dangerous good

IMDG-Code
Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code
Not applicable for product as supplied.

National Regulations

49 CFR
Not regulated as a dangerous good

Special precautions for user
Not applicable

Dangerous goods descriptions (if indicated above) may not reflect quantity, end-use or region-specific exceptions that can be applied. Consult shipping documents for descriptions that are specific to the shipment.

SECTION 15. REGULATORY INFORMATION

CERCLA Reportable Quantity

Listed substances in the product are at low enough levels to not be expected to exceed the RQ

SARA 304 Extremely Hazardous Substances Reportable Quantity

Listed substances in the product are at low enough levels to not be expected to exceed the RQ

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : No SARA Hazards

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

ETHYLENEDIAMINE	107-15-3	>= 0 - < 0.1 %
VINYL ACETATE MONOMER	108-05-4	>= 0 - < 0.1 %

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

ETHYLENEDIAMINE	107-15-3	>= 0 - < 0.1 %
VINYL ACETATE MONOMER	108-05-4	>= 0 - < 0.1 %

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307
This product does not contain any priority pollutants related to the U.S. Clean Water Act

US State Regulations

Massachusetts Right To Know

HYDROTREATED LIGHT PARAFFINIC DISTILLATE	64742-55-8
CATALYTIC DE WAXED HEAVY PARAFFINIC OIL (PETROLEUM)	64742-70-7

Distillates (petroleum), solvent-dewaxed light paraffinic	64742-56-9
ETHYLENEDIAMINE	107-15-3

Pennsylvania Right To Know

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7
HYDROTREATED LIGHT PARAFFINIC DISTILLATE	64742-55-8
Distillates (petroleum), solvent-dewaxed heavy paraffinic	64742-65-0
Distillates (petroleum), solvent-dewaxed light paraffinic	64742-56-9
Phosphorodithioic acid, mixed O,O-bis(sec-Bu and isooctyl) esters, zinc salts	113706-15-3

Maine Chemicals of High Concern

Product does not contain any listed chemicals

Vermont Chemicals of High Concern

Product does not contain any listed chemicals

Washington Chemicals of High Concern

Product does not contain any listed chemicals

California List of Hazardous Substances

Distillates (petroleum), solvent-dewaxed heavy paraffinic	64742-65-0

California Permissible Exposure Limits for Chemical Contaminants

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY PARAFFINIC	64742-54-7

The components of this product are reported in the following inventories:

TCSI	:	Not in compliance with the inventory
TSCA	:	All substances listed as active on the TSCA inventory
AIIC	:	Not in compliance with the inventory
DSL	:	All components of this product are on the Canadian DSL
ENCS	:	On the inventory, or in compliance with the inventory
KECI	:	Not in compliance with the inventory
PICCS	:	On the inventory, or in compliance with the inventory
IECSC	:	On the inventory, or in compliance with the inventory
NZIoC	:	On the inventory, or in compliance with the inventory

TSCA list

No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.

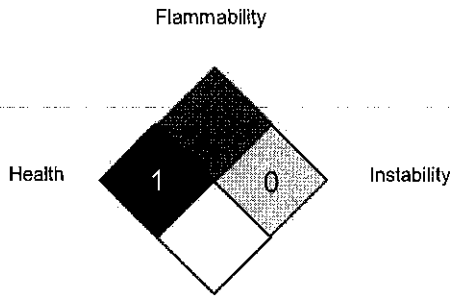
Inventories

AIIC (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan), TECI (Thailand), TSCA (USA)

SECTION 16. OTHER INFORMATION

Further information

NFPA 704:



HMIS® IV:



HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. The "*" represents a chronic hazard, while the "/" represents the absence of a chronic hazard.

Full text of other abbreviations

ACGIH	:	USA. ACGIH Threshold Limit Values (TLV)
OSHA Z-1	:	USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants
ACGIH / TWA	:	8-hour, time-weighted average
OSHA Z-1 / TWA	:	8-hour time weighted average

AIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response,

Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TECI - Thailand Existing Chemicals Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Revision Date : 06/19/2023

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

US / EN

Internal information : 000000276334

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement — Date of Issue: January 18, 2024

INVITATION TO BID # 12-2024 Motor Oil 15W-40 Rebid

Bid Opening Date: **February 1, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/01/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
✓ Bid Specifications Met _____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	3-4 business days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ✓ Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Four O Corporation
Firm Name
3015 Kustom Drive
Address
Hebron,KY 41048
City, State & Zip

Bid must be signed: _____
Signature of Authorized Company Representative – Title

Anibal Hernandez
Representative's Name (Typed or printed)
513-467-3114
Area Code - Phone – Extension *Fax #*
Anibal.Hernandez@RelaDyne.Com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Anibal Hernandez and he/she is the individual submitting the bid or is the authorized representative of Four O Corporation, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 Boone

The foregoing instrument was subscribed, sworn to and acknowledged before me by Anibal Hernandez on this the 31st day of January, 2024

Karin M. Baker
Notary Public, ID KYNP74056
State at Large, Kentucky
My Commission Expires on July 15, 2027

My Commission expires: July 15, 2027

Karin M. Baker
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*

- 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: T*he 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, veteran status, disability and age.

_____	Four O Corporation
Signature	Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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

02/01/2024
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Four O Corporation

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		4			1											4	1
Professionals		1														1	
Superintendents																	
Supervisors																	
Foremen																	
Technicians		1														1	
Protective Service																	
Para-Professionals																	
Office/Clerical		17	5	2	1										1	19	6
Skilled Craft		35	2			7		1							1	43	2
Service/Maintenance																	
Total:		58	7	2	2	7		1								68	9

Prepared by: Anibal Hernandez (Inside Sales Representative) **Date:** 02 / 01 / 2024

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # Not Applicable

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 PARTICIPATION FORM
Bid/RFP/Quote Reference # Not Applicable

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 # Not Applicable

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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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**

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # Not Applicable

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addre	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	Veteran

(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** _____

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # Not Applicable

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

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

Four O Corporation	Anibal Hernandez
Company	**Company Representative**
02/01/2024	Inside Sales Representative
Date	**Title**

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

02/01/2024

Date

1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for Valvoline Premium Blue One Solution Gen 2 or other equivalents which may be accepted. A premium quality 15W-40 motor oil suitable for use in a mixed fleet of diesel engines and CNG engines.

2.0 REQUIREMENTS

2.1 Motor oils shall be premium quality, suitable for use in a mixed fleet of heavy duty diesel engines and CNG engines.

2.2 Product bid for 15W-40 must have an API Service Rating of CK-4, Cummins CES 20092, and appear on the Cummins approved motor oils[1]. **NO EXCEPTIONS**.

2.3 Product shall be virgin material, packaged, marketed, and labeled by the original manufacturer. No recycled, re-refined, rebranded or remarketed products will be accepted.

2.4 Successful bidder shall supply tank label as to product type, brand, weight, etc. SDS sheets shall also be supplied.

3.0 NOTES

3.1 LFUCG Fleet Service has two (2) 1000 gallon tank for 15W-40 motor oil. Bulk oil purchases are typically 750 gallons. Fleet Services and other divisions of government may require some product in one gallon and 55 gallon containers.

3.2 LFUCG Fleet Service estimates requiring approximately 5,000 gallons of oil (aggregate) per year, however the issuance of a price contract does not guarantee any quantity or amount nor does it obligate the LFUCG for any purchases.

3.3 In the interest of product availability, LFUCG reserves the right to issue price contracts to multiple bidders.

3.4 Periodic analysis shall be performed on product delivered in bulk form to insure conformity with the products requirements contained herein.

4.0 DELIVERY

4.1 Bid price shall include delivery to requesting division's location and/or tank. Majority of product will be in bulk and delivered to one thousand gallon tank located at the Division of Fleet Service facility located at 669 Byrd Thurman Dr. Lexington, Ky. 40510.

[1] https://macktrucks.vg-emedia.com/ProductDetail.aspx?ProductId=12068

5.0 PRICING

Please log in to your Ionwave account to submit pricing. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab. Please include the manufacturer/product description that you are supplying in the notes field.

1 gallon jug……price per gallon

55 gallon drum……price per gallon

Bulk purchase……price per gallon

Section 1 - PRODUCT AND COMPANY IDENTIFICATION

Material Name
Performance Plus 15W-40 NGP
Part Number
Prefix 22
Synonyms
Petroleum oil, lube oil, petroleum hydrocarbon, lubricant
Product Use Recommended Use
Natural gas Engine Oil. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.
Restrictions on Use
None known.
FOR PRODUCT MANUFACTURED IN THE U.S.A.:

MANUFACTURER
Safety-Kleen Systems, Inc.
42 Longwater Drive
Norwell, MA 02061-9149
U.S.A.

SUPPLIER (in Canada)
Safety-Kleen Canada, Inc.
25 Regan Road
Brampton, Ontario, L7A 1B2
Canada

FOR PRODUCT MANUFACTURED IN CANADA:

MANUFACTURER
Safety-Kleen Canada Inc.
25 Regan Road
Brampton, Ontario, L7A 1B2
Canada

SUPPLIER (in the U.S.A.)
Safety-Kleen Systems, Inc.
42 Longwater Drive
Norwell, MA 02061-9149
U.S.A.

www.safety-kleen.com
Phone: 1-800-669-5740
Emergency Phone #: 1-800-468-1760

Issue Date
June 30, 2020
Supersedes Issue Date
May 8, 2017
Original Issue Date
February 25, 2014

Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with Schedule 1 of Canada's Hazardous Products Regulations (HPR) (SOR/2015-17) and paragraph (d) of 29 CFR 1910.1200 in the United States
None needed according to classification criteria.
GHS Label Elements
Symbol(s)
None needed according to classification criteria.
Signal Word
None needed according to classification criteria
Hazard Statement(s)
None needed according to classification criteria.
Precautionary Statement(s)
Prevention
None needed according to classification criteria.

Response
None needed according to classification criteria.
Storage
None needed according to classification criteria.
Disposal
Dispose of contents/container in accordance with local/regional/national/international regulations.
Other hazards
Repeated exposure may cause skin dryness or cracking.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
64742-58-1	Lubricating oils, petroleum, hydrotreated spent	60-100
113706-15-3	Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts	0.1-1
68457-79-4	Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts	0.1-1

Section 4 - FIRST AID MEASURES

Inhalation
IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get medical attention if needed.
Skin
IF ON SKIN: Wash with plenty of soap and water. Get medical attention if needed.
Eyes
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing. Get medical attention if needed.
Ingestion
IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.
Most Important Symptoms/Effects
Acute
No information on significant adverse effects.
Delayed
Repeated exposure may cause skin dryness or cracking.
Indication of any immediate medical attention and special treatment needed
Treat symptomatically and supportively. Treatment may vary with condition of victim and specifics of incident. Call 1-800-468-1760 for additional information.

Section 5 - FIRE FIGHTING MEASURES

Extinguishing Media
Suitable Extinguishing Media
Carbon dioxide, regular foam, dry chemical, water spray, water fog. Water or foam may cause frothing.
Unsuitable Extinguishing Media
Do not use high-pressure water streams.

Special Hazards Arising from the Chemical

Negligible fire hazard.

Hazardous Combustion Products

Decomposition and combustion materials may be toxic. Burning may produce oxides of carbon, carbon monoxide, nitrogen oxides, sulfur oxides, oxides of phosphorus, aldehydes, ketones, hydrogen sulfide, metal oxides, oxides of zinc, unidentified organic compounds.

Fire Fighting Measures

Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Keep unnecessary people away, isolate hazard area, and deny entry.

Special Protective Equipment and Precautions for Firefighters

A positive-pressure, self-contained breathing apparatus (SCBA) and full-body protective equipment are required for fire emergencies.

Section 6 - ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Wear personal protective clothing and equipment, see Section 8.

Methods and Materials for Containment and Cleaning Up

Remove all ignition sources. Stop leak if you can do it without risk. Do not touch or walk through spilled product. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. Contain spill as a liquid for possible recovery, or sorb with compatible sorbent material and shovel with a clean, spark proof tool into a sealable container for disposal. Avoid release to the environment. Additionally, for large spills: Dike far ahead of liquid spill for collection and later disposal.

Section 7 - HANDLING AND STORAGE

Precautions for Safe Handling

Keep away from sparks or flame. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean tools. When transferring large volumes of product, metal containers, including trucks and tank cars, should be grounded and bonded. This product has a low vapor pressure and is not expected to present an inhalation hazard under normal temperatures and pressures. However, when aerosolizing, misting, or heating this product, do not breathe vapor or mist. Wash thoroughly after handling. Wear protective gloves. Use in a well ventilated area. Avoid contact with eyes, skin, clothing, shoes. There may be specific federal regulatory reporting requirements associated with spills, leaks, or releases of this product. Also see SECTION 15: REGULATORY INFORMATION.

Conditions for Safe Storage, Including any Incompatibilities

None needed according to classification criteria.

Keep container tightly closed when not in use and during transport. Store containers in a cool, dry place. Store locked up. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous.

Incompatible Materials

Oxidizing agents.

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

Component Exposure Limits

Canada, ACGIH, OSHA, and NIOSH have not developed exposure limits for any of this product's components.

ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

Engineering Controls

Provide general ventilation. Where adequate general ventilation is unavailable, use process enclosures, local exhaust ventilation, or other engineering controls.

Individual Protection Measures, such as Personal Protective Equipment

Eye/face protection

Wear safety glasses. Additional protection like goggles, face shields, or respirators may be needed dependent upon anticipated use and concentrations of mists or vapors. Eye wash fountain and emergency showers are recommended. Contact lens use is not recommended.

Respiratory Protection

A respiratory protection program which meets USA's OSHA General Industry Standard 29 CFR 1910.134 or Canada's CSA Standard Z94.4-M1982 requirements must be followed whenever workplace conditions warrant a respirator's use. Consult a qualified Industrial Hygienist or Safety Professional for respirator selection guidance.

Skin Protection/Glove Recommendations

Where skin contact is likely, wear gloves impervious to product; use of natural rubber (latex) or equivalent gloves is not recommended. To avoid prolonged or repeated contact where spills and splashes are likely, wear appropriate chemical-resistant face shield, boots, apron, whole body suits or other protective clothing. When product is heated and skin contact is likely, wear heat-resistant gloves, boots, and other protective clothing.

Protective Materials

Personal protective equipment should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted by a qualified professional pursuant to regulatory requirements. The following PPE should be considered the minimum required: Safety glasses, Gloves, and Lab coat or apron.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Amber liquid	**Physical State**	Liquid
Odor	Petroleum	**Color**	Amber
Odor Threshold	Not available	**pH**	Not available
Melting Point	Not available	**Boiling Point**	246 °C (475 °F Minimum)
Boiling Point Range	Not available	**Freezing point**	Not available
Evaporation Rate	Not available	**Flammability (solid, gas)**	Not available
Autoignition Temperature	Not available	**Flash Point**	Not available.
Lower Explosive Limit	Not available	**Decomposition temperature**	Not available
Upper Explosive Limit	Not available	**Vapor Pressure**	<0.1 mmHg @ 68°F °C (20 °C)

Vapor Density (air=1)	Not available	**Specific Gravity (water=1)**	~0.87
Water Solubility	(Insoluble)	**Partition coefficient: n-octanol/water**	Not available
Viscosity	>20.5 mm²/s 40 °C (104 °F)	**Kinematic viscosity**	Not available
Solubility (Other)	Not available	**Density**	7.3 lb/gal (US Approximate)
Pour Point	-9 °C (16 °F Maximum)	**Molecular Weight**	Not available
Volatile Organic Compounds (As Regulated)	Negligible, as per 40 CFR 51.100(s)		

Section 10 - STABILITY AND REACTIVITY

Reactivity
No reactivity hazard is expected.
Chemical Stability
Stable under normal temperatures and pressures.
Possibility of Hazardous Reactions
Polymerization is not known to occur under normal temperature and pressures. Not reactive with water.
Conditions to Avoid
Avoid sparks or flame and incompatible materials.
Incompatible Materials
Oxidizing agents.
Hazardous decomposition products
None under normal temperatures and pressures. See also SECTION 5: HAZARDOUS COMBUSTION PRODUCTS.

Section 11 - TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure
Inhalation
No information on significant adverse effects.
Skin Contact
Prolonged or repeated skin contact may cause skin dryness or cracking.
Eye Contact
No information on significant adverse effects.
Ingestion
May be harmful if swallowed.
Acute and Chronic Toxicity
Component Analysis - LD50/LC50
The components of this material have been reviewed in various sources and the following selected endpoints are published:
Lubricating oils, petroleum, hydrotreated spent (64742-58-1)
Oral LD50 Rat >2000 mg/kg Dermal LD50 Rabbit >4480 mg/kg; Inhalation LC50 Rat 2062 ppm 4 h (related to Paraffin oils)
Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts (68457-79-4)
Oral LD50 Rat 3600 mg/kg; Dermal LD50 Rabbit >20000 mg/kg (no deaths occurred)

Product Toxicity Data
Acute Toxicity Estimate

Dermal	> 2000 mg/kg
Oral	> 2000 mg/kg

Immediate Effects
No information on significant adverse effects.
Delayed Effects
No information on significant adverse effects.
Irritation/Corrosivity Data
May cause slight skin and respiratory irritation.
Respiratory Sensitization
Based on best current information, there is no known human sensitization associated with this product.
Dermal Sensitization
No information available.
Component Carcinogenicity
None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA
Germ Cell Mutagenicity
Experimental evidence suggests that this product does not cause mutagenesis.
Tumorigenic Data
No information is available for the product.
Reproductive Toxicity
Based on best current information, there is no known reproductive toxicity associated with this product.
Specific Target Organ Toxicity - Single Exposure
No target organs identified.
Specific Target Organ Toxicity - Repeated Exposure
No target organs identified.
Aspiration hazard
Not expected to be an aspiration hazard.
Medical Conditions Aggravated by Exposure
Individuals with pre-existing respiratory tract (nose, throat, and lungs), eye, and/or skin disorders may have increased susceptibility to the effects of exposure.
Additional Data
No additional information is available.

Section 12 - ECOLOGICAL INFORMATION

Ecotoxicity
Harmful to aquatic life with long lasting effects.
Component Analysis - Aquatic Toxicity

Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts	**68457-79-4**
Fish:	LC50 96 h Pimephales promelas >100 mg/L [semi-static]; LC50 96 h Pimephales promelas 25 - 50 mg/L [static]
Algae:	EC50 96 h Pseudokirchneriella subcapitata 1 - 5 mg/L IUCLID
Invertebrate:	EC50 48 h Daphnia magna 4 - 6 mg/L IUCLID

Persistence and Degradability
No information available for the product.
Bioaccumulative Potential
No information available for the product.
Mobility
No information available for the product.
Other Toxicity
No additional information is available.

Section 13 - DISPOSAL CONSIDERATIONS

Disposal Methods
Dispose in accordance with federal, state, provincial, and local regulations. Regulations may also apply to empty containers. The responsibility for proper waste disposal lies with the owner of the waste. This product, if discarded, is not expected to be a characteristic or listed hazardous waste. Processing, use, or contamination by the user may change the waste code(s) applicable to the disposal of this product. Contact Safety-Kleen regarding proper recycling or disposal.

Section 14 - TRANSPORT INFORMATION

US DOT Information: Not regulated for transport.
IATA Information: Not regulated for transport.
IMDG Information: Not regulated for transport.
TDG Information: Not regulated for transport.
International Bulk Chemical Code
This material does not contain any chemicals required by the IBC Code to be identified as dangerous chemicals in bulk.

Section 15 - REGULATORY INFORMATION

Canada Regulations
CEPA - Priority Substances List
None of this product's components are on the list.
Ozone Depleting Substances
None of this product's components are on the list.
Council of Ministers of the Environment - Soil Quality Guidelines
None of this product's components are on the list.
Council of Ministers of the Environment - Water Quality Guidelines
None of this product's components are on the list.
U.S. Federal Regulations
None of this product's components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.
SARA Section 311/312 (40 CFR 370 Subparts B and C) reporting categories:
Carcinogenicity; Acute toxicity; Serious Eye Damage/Eye Irritation; Specific Target Organ Toxicity; Aspiration Hazard; Germ Cell Mutagenicity
Component Analysis - Inventory
Lubricating oils, petroleum, hydrotreated spent (64742-58-1)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	No	No	Yes	No

KR - REACH CCA	MX	NZ	PH	TH-TECI	TW	VN (Draft)
No	Yes	Yes	Yes	No	Yes	No

Phosphorodithioic acid, mixed O,O-bis(sec-butyl and isooctyl) esters, zinc salts (113706-15-3)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	No	Yes	Yes	No	No

KR - REACH CCA	MX	NZ	PH	TH-TECI	TW	VN (Draft)
No	No	Yes	No	No	Yes	Yes

Phosphorodithioic acid, mixed O,O-bis(isobutyl and pentyl) esters, zinc salts (68457-79-4)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	Yes	Yes	Yes	No

KR - REACH CCA	MX	NZ	PH	TH-TECI	TW	VN (Draft)
No	Yes	Yes	Yes	Yes	Yes	Yes

Section 16 - OTHER INFORMATION

NFPA Ratings

Health: 1 Fire: 1 Instability: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

Summary of Changes

Regulatory review and update.

Key / Legend

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania*; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CFR - Code of Federal Regulations (US); CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive; DSL - Domestic Substances List; EC – European Commission; EEC - European Economic Community; EIN - European Inventory of (Existing Commercial Chemical Substances); EINECS - European Inventory of Existing Commercial Chemical Substances; ENCS - Japan Existing and New Chemical Substance Inventory; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; F - Background (for Venezuela Biological Exposure Indices); IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; ISHL - Japan Industrial Safety and Health Law; IUCLID - International Uniform Chemical Information Database; JP - Japan; Kow - Octanol/water partition

coefficient; KR KECI Annex 1 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL); KR KECI Annex 2 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL) , KR - Korea; LD50/LC50 - Lethal Dose/ Lethal Concentration; KR REACH CCA - Korea Registration and Evaluation of Chemical Substances Chemical Control Act; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of LIsts™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; MX – Mexico; Ne-Non-specific; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; Nq - Non-quantitative; NSL – Non-Domestic Substance List (Canada); NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PEL- Permissible Exposure Limit; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH- Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; Sc - Semi-quantitative; STEL - Short-term Exposure Limit; TCCA – Korea Toxic Chemicals Control Act; TDG - Transportation of Dangerous Goods; TH-TECI - Thailand - FDA Existing Chemicals Inventory (TECI); TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TW – Taiwan; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; VLE - Exposure Limit Value (Mexico); VN (Draft) - Vietnam (Draft); WHMIS - Workplace Hazardous Materials Information System (Canada).

Other Information

Disclaimer:

User assumes all risks incident to the use of this product. To the best of our knowledge, the information contained herein is accurate. However, Safety-Kleen assumes no liability whatsoever for the accuracy or completeness of the information contained herein. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to the information or the product to which the information refers. The data contained on this sheet apply to the product as supplied to the user.



HEAVY DUTY NATURAL GAS ENGINE OIL

Performance Plus® Heavy Duty Natural Gas Engine Oil is formulated using high-quality, superior base oil and advanced, performance additives designed to provide excellent oxidation and thermal stability to withstand pressure under the most severe operating conditions (low and high temperatures). It is recommended for use in Compressed Natural Gas (CNG) or Liquefied Natural Gas (LNG) trucks and buses demanding reliable protection, sludge and deposit control, engine cleanliness, and it is approved and licensed to meet or exceed the latest Cummins CES 20074 specification. Performance and Protection are the foundation of all Performance Plus products which is why they are designed to maintain power, perform, and protect engines in harsh driving conditions.

PERFORMANCE PLUS PROPERTIES	
SAE Viscosity Grade	15W-40
Kinematic Viscosity cSt @ 40°C cSt @ 100°C	 114.5 15.9
Viscosity Index	148
CCS Viscosity cP @ -20°C	4,700
MRV Viscosity cP @ -25°C	14,900
TBN	5.9
Evaporative Loss, NOACK, wt%	6
Specific Gravity 15.6°C (60°F)	0.861
Flash Point, °C (°F)	240 (464)
Pour Point, °C (°F)	-39 (-38)
Color (ASTM)	L 3.0
Sulfated Ash, wt%	0.59

Note: Values shown above are representative of current production and may vary within modest ranges

Approvals and Specifications

Performance Plus® Heavy Duty Natural Gas Engine Oil has been formally approved to meet the following specifications:

Cummins CES 20074

Since Performance Plus Heavy Duty Natural Gas Engine Oils meet the latest stringent requirements of leading automobile manufacturers, they are suitable for the following OEMs (where applicable**):

Detroit Diesel
Blue Bird
Thomas
Collins
Starcraft
Hino
Crown
Liberty
Daimler
Caterpillar
Komatsu
Mitsubishi
Terex
Navistar
MAN
Scania
Hyundai
Iveco
Isuzu
Mercedez-Benz
Volvo
Renault
John Deere
Toyota
Hitachi
Liebherr

**Information regarding recommended maintenance and equipment operating conditions can be found by referencing Original Equipment Manufacturer's (OEM) owner's manual and recommended lubricant grades.

Rev.9/19



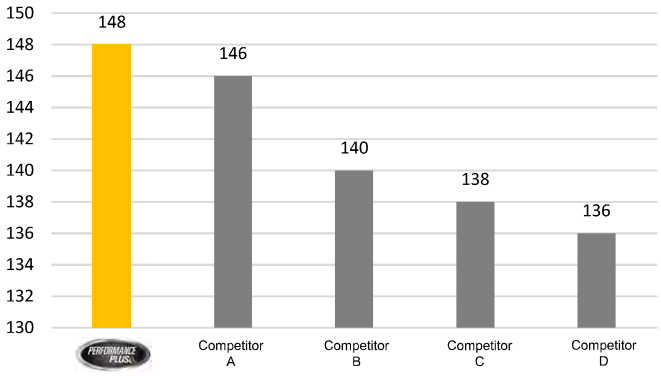
HEAVY DUTY NATURAL GAS ENGINE OIL

Features and Benefits: Today's fleets (buses and trucks) demand performance, protection and power and Performance Plus Heavy Duty Natural Gas Engine Oil is designed to meet or exceed these demands. Tested, proven, and trusted quality are why those demanding the best turn to Performance Plus. In addition to performance and protection, Performance Plus Heavy Duty Natural Gas Engine Oil offers:

- Superior performance over a wide temperature range
- Excellent anti-wear characteristics
- Provides protection at low start up conditions
- Thermally stable with low ash percentage
- Formulated to resist corrosion over long service intervals
- Extending service life in extreme conditions
- Preventing undue wear and scuffing of pistons and liners
- Eliminating undue wear at cold engine start
- Performing at high engine temperatures and RPMs
- Protecting key engine components and prolonging life

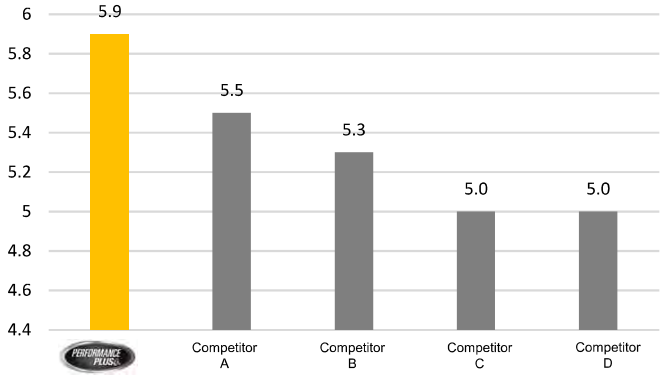
Proven and Trusted: The foundation of all Performance Plus products is the tested, proven and trusted base oil which exceeds the performance of many of the major oil refiners. Our finished lubricants start at a higher level than the competition due to our formulated blend of high quality base oils and additives.

Viscosity Index



Performance Plus® has a superior Viscosity Index, enhancing performance over a wider temperature range than the leading competitors, protecting engines from wear at extreme high and low temperature environments.

Total Base Number



Performance Plus® contains state of the art additives, with industry leading technology. The superior Total Base Number of Performance Plus® indicates a greater corrosion protection over time extending the life of engine components.

Health and Safety: Information detailing health and safety can be found in the corresponding Safety Data Sheet on the Performance Plus website. Performance Plus products contain petroleum distillates and are not likely to pose any significant health or safety hazards. Gloves should be used to avoid any contact - should there be contact with skin, washing with soap and water is advised. If ingested, call a poison center or doctor - do not induce vomiting.

Storage: Performance Plus products should not be stored where the temperatures are above 140° F (60° C) or near sparks and flames. Products should be stored under cover and away from the reach of children. In case where drums cannot be under cover, they should be laid horizontally to avoid any potential contaminants.

Disposal: All efforts should be made to protect the environment. Please properly dispose of used motor oil and lubricants. Should you need any assistance please contact your sales representative for information on how Safety-Kleen's used motor oil collection services.

For additional questions, please contact your Performance Plus® Products Sales Representative.

Rev.9/19

Safety Data Sheet

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

Delo 600 ADF 15W-40

Product Use: Heavy Duty Motor Oil
Product Number(s): 257009, 257014
Synonyms: Delo 600 ADF 15W-40 ISOCLEAN Certified
Company Identification
Chevron Products Company
a division of Chevron U.S.A. Inc.
6001 Bollinger Canyon Rd.
San Ramon, CA 94583
United States of America
www.chevronlubricants.com

Transportation Emergency Response
CHEMTREC: (800) 424-9300 or (703) 527-3887
Health Emergency
Chevron Emergency & Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623
Product Information
email : lubemsds@chevron.com
Product Information: 1 (800) 582-3835, LUBETEK@chevron.com

SECTION 2 HAZARDS IDENTIFICATION

CLASSIFICATION:
Not classified as hazardous according to 29 CFR 1910.1200 (2012).

HAZARDS NOT OTHERWISE CLASSIFIED: Not Applicable

SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Distillates, hydrotreated heavy paraffinic	64742-54-7	30 - 75 %weight
Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based	72623-87-1	0 - 45 %weight
Highly refined mineral oil (C15 - C50)	Mixture	10 - 15 %weight

SECTION 4 FIRST AID MEASURES

Description of first aid measures
Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: No specific first aid measures are required. As a precaution, remove clothing and shoes if contaminated. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.
Ingestion: No specific first aid measures are required. Do not induce vomiting. As a precaution, get medical advice.
Inhalation: No specific first aid measures are required. If exposed to excessive levels of material in the air, move the exposed person to fresh air. Get medical attention if coughing or respiratory discomfort occurs.

Most important symptoms and effects, both acute and delayed
IMMEDIATE HEALTH EFFECTS
Eye: Not expected to cause prolonged or significant eye irritation.
Skin: Contact with the skin is not expected to cause prolonged or significant irritation. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin.
Ingestion: Not expected to be harmful if swallowed.
Inhalation: Not expected to be harmful if inhaled. Contains a petroleum-based mineral oil. May cause respiratory irritation or other pulmonary effects following prolonged or repeated inhalation of oil mist at airborne levels above the recommended mineral oil mist exposure limit. Symptoms of respiratory irritation may include coughing and difficulty breathing.

DELAYED OR OTHER HEALTH EFFECTS: Not classified

Indication of any immediate medical attention and special treatment needed Not Applicable

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

PROTECTION OF FIRE FIGHTERS:
Fire Fighting Instructions: This material will burn although it is not easily ignited. See Section 7 for proper handling and storage. For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.
Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion. Combustion may form oxides of: Nitrogen, Sulfur, Boron, Molybdenum.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.
Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.
Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this material into sewage and

drainage systems and bodies of water.
Precautionary Measures: Keep out of the reach of children.
Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.
Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:
Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the workplace when designing engineering controls and selecting personal protective equipment (PPE). If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, refer to PPE information below.

Factors that affect PPE include, but are not limited to: properties of the chemical, other chemicals which may contact the same PPE, physical requirements (fit & sizing, cut/puncture protection, dexterity, thermal protection, etc.), and potential allergic reactions to the PPE material. It is the responsibility of the user to read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances. Refer to appropriate CEN standards.

ENGINEERING CONTROLS:
Use in a well-ventilated area.

PERSONAL PROTECTIVE EQUIPMENT
Eye/Face Protection: Wear protective equipment to prevent eye contact. Selection of protective equipment may include safety glasses, chemical goggles, face shields, or a combination depending on the work operations conducted.
Skin Protection: Wear chemical personal protective equipment (PPE) to prevent skin contact. Selection of chemical protective clothing should be performed by an Occupational Hygienist or Safety Professional and be based upon applicable standards (ASTM F739 or EN 374). Using chemical PPE depends upon operations conducted and may include chemical gloves, boots, chemical apron, chemical suit, and complete facial protection. Refer to PPE manufacturers to obtain breakthrough time information to determine how long PPE can be used before it needs to be replaced. Unless specific glove manufacturer data indicates otherwise, the below table is based upon available industry data to assist in the glove selection process and is intended to be used as reference only.

Chemical Glove Material	Thickness (mm)	Typical Breakthrough Time (minutes)
Butyl	0.7	120
Nitrile	0.8	240
Viton Butyl	0.3	240

Respiratory Protection: No respiratory protection is normally required.
If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit for mineral oil mist. If not, wear an approved respirator that provides adequate protection

from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge.
Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

Occupational Exposure Limits:

Component	Agency	Form	TWA	STEL	Ceiling	Notation
Distillates, hydrotreated heavy paraffinic	ACGIH	Inhalable fraction	5 mg/m3	--	--	--
Distillates, hydrotreated heavy paraffinic	ACGIH	--	5 mg/m3	10 mg/m3	--	--
Distillates, hydrotreated heavy paraffinic	OSHA Z-1	--	5 mg/m3	--	--	--
Lubricating oils, petroleum, C20-50, hydrotreated neutral oil-based	ACGIH	Inhalable fraction	5 mg/m3	--	--	--
Highly refined mineral oil (C15 - C50)	ACGIH	--	5 mg/m3	10 mg/m3	--	--
Highly refined mineral oil (C15 - C50)	OSHA Z-1	--	5 mg/m3	--	--	--

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Amber
Physical State: Liquid
Odor: Petroleum odor
Odor Threshold: No data available
pH: Not Applicable
Vapor Pressure: No data available
Vapor Density (Air = 1): No data available
Initial Boiling Point: No data available
Solubility: Soluble in hydrocarbons; insoluble in water
Freezing Point: No data available
Melting Point: No data available
Density: 0.868 kg/l @ 15°C (59°F) (Typical)
Viscosity: 111.50 mm2/s @ 40°C (104°F) (Typical)
Coefficient of Therm. Expansion / °F: No data available
Evaporation Rate: No data available
Decomposition temperature: No data available
Octanol/Water Partition Coefficient: No data available

FLAMMABLE PROPERTIES:
Flammability (solid, gas): Not Applicable

Flashpoint: (Cleveland Open Cup) 204 °C (399 °F) (Minimum)
Autoignition: No data available
Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

SECTION 10 STABILITY AND REACTIVITY

Reactivity: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates,

peroxides, etc.
Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
Incompatibility With Other Materials: Not applicable
Hazardous Decomposition Products: None known (None expected)
Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

Information on toxicological effects
Serious Eye Damage/Irritation: The material is not considered an eye irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Skin Corrosion/Irritation: The material is not considered a skin irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Skin Sensitization: The material is not considered a skin sensitizer. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Dermal Toxicity: The material is not considered a dermal toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Oral Toxicity: The material is not considered an oral toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Inhalation Toxicity: The material is not considered an inhalation toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.
Acute Toxicity Estimate: Not Determined

Germ Cell Mutagenicity: The material is not considered a mutagen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Carcinogenicity: The material is not considered a carcinogen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Reproductive Toxicity: The material is not considered a reproductive toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Specific Target Organ Toxicity - Single Exposure: The material is not considered a target organ toxicant (single exposure). The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Specific Target Organ Toxicity - Repeated Exposure: The material is not considered a target organ toxicant (repeated exposure). The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Aspiration Hazard: The material is not considered an aspiration hazard.

ADDITIONAL TOXICOLOGY INFORMATION:
During use in engines, contamination of oil with low levels of cancer-causing combustion products occurs. Used motor oils have been shown to cause skin cancer in mice following repeated application and continuous exposure. Brief or intermittent skin contact with used motor oil is not expected to have serious effects in humans if the oil is thoroughly removed by washing with soap and water.
This product contains petroleum base oils which may be refined by various processes including severe solvent extraction, severe hydrocracking, or severe hydrotreating. None of the oils requires a cancer warning under the OSHA Hazard Communication Standard (29 CFR 1910.1200). These oils have not been listed in the National Toxicology Program (NTP) Annual Report nor have they been classified by the

International Agency for Research on Cancer (IARC) as; carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A), or possibly carcinogenic to humans (Group 2B).
These oils have not been classified by the American Conference of Governmental Industrial Hygienists (ACGIH) as: confirmed human carcinogen (A1), suspected human carcinogen (A2), or confirmed animal carcinogen with unknown relevance to humans (A3).

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY
This material is not expected to be harmful to aquatic organisms.
The product has not been tested. The statement has been derived from the properties of the individual components.

MOBILITY
No data available.

PERSISTENCE AND DEGRADABILITY
This material is not expected to be readily biodegradable. The product has not been tested. The statement has been derived from the properties of the individual components.

POTENTIAL TO BIOACCUMULATE
Bioconcentration Factor: No data available.
Octanol/Water Partition Coefficient: No data available

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. Oil collection services are available for used oil recycling or disposal. Place contaminated materials in containers and dispose of in a manner consistent with applicable regulations. Contact your sales representative or local environmental or health authorities for approved disposal or recycling methods.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: NOT REGULATED AS HAZARDOUS MATERIAL UNDER 49 CFR

IMO/IMDG Shipping Description: NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER THE IMDG CODE

ICAO/IATA Shipping Description: NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER ICAO

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code:
Not applicable

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES: Not applicable

REGULATORY LISTS SEARCHED:
01-1=IARC Group 1 05=MA RTK

01-2A=IARC Group 2A	06=NJ RTK
01-2B=IARC Group 2B	07=PA RTK
02=NTP Carcinogen	08-1=TSCA 5(e)
03=EPCRA 313	08-2=TSCA 12(b)
04=CA Proposition 65	

The following components of this material are found on the regulatory lists indicated.
Distillates, hydrotreated heavy paraffinic 05, 07

CHEMICAL INVENTORIES:
All components comply with the following chemical inventory requirements: AIIC (Australia), DSL (Canada), ENCS (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan), TSCA (United States).

One or more components is listed on ELINCS (European Union). All other components are listed or exempted from listing on EINECS.

NEW JERSEY RTK CLASSIFICATION:
Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: PETROLEUM OIL (Motor oil)

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 0 Flammability: 1 Reactivity: 0

HMIS RATINGS: Health: 0 Flammability: 1 Reactivity: 0
(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: SECTION 04 - Delayed Health Effects - Target Organ(s) information was modified.
SECTION 08 - Eye/Face Protection information was modified.
SECTION 08 - General Considerations information was modified.
SECTION 08 - Personal Protective Equipment List information was deleted.
SECTION 08 - Personal Protective Equipment information was added.
SECTION 08 - Skin Protection information was modified.
SECTION 11 - Carcinogenicity information was added.
SECTION 11 - Germ Cell Mutagenicity information was added.
SECTION 11 - Reproductive Toxicity information was added.
SECTION 11 - Specific Target Organ Toxicity - Repeated Exposure information was added.
SECTION 11 - Specific Target Organ Toxicity - Single Exposure information was added.
SECTION 11 - Toxicological Information information was added.
SECTION 11 - Toxicological Information information was modified.
SECTION 12 - Ecological Information information was added.
SECTION 12 - Ecological Information information was deleted.
SECTION 15 - Regulatory Information information was modified.

Revision Date: February 15, 2023

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average

STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
GHS - Globally Harmonized System	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	SDS - Safety Data Sheet
HMIS - Hazardous Materials Information System	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration
NCEL - New Chemical Exposure Limit	EPA - Environmental Protection Agency
SCBA - Self-Contained Breathing Apparatus	

Prepared according to the 29 CFR 1910.1200 (2012) by Chevron Technical Center, 6001 Bollinger Canyon Road, San Ramon, CA 94583.

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

DELO® 600 ADF
15W-40

PRODUCT DESCRIPTION

"Delo. Let's go further.®"

Delo® 600 ADF 15W-40 with Ultra Low Ash Technology is a premium, high-performance, synthetic blend, heavy-duty, long drain and mixed-fleet engine oil. It is recommended for Tier IV Final & 2017 greenhouse gas-compliant, naturally aspirated and turbocharged four-stroke diesel engines, in which the API CK-4 service category and 15W-40 viscosity grade are recommended. It is also formulated for mobile compressed natural gas (CNG) engines.

Delo 600 ADF 15W-40 provides extended diesel particulate filter (DPF) service intervals between manual cleanings and reduced fuel economy loss associated with DPF regenerations and ash build-up.

CUSTOMER BENEFITS

Delo 600 ADF 15W-40 with *OMNIMAX*™ is an API CK-4 performance heavy-duty engine oil, specifically formulated for off- and on-highway applications, including Tier IV Final and 2017 greenhouse gas-compliant (GHG 2017) engines with lower CO_2 emissions, as well as EPA 2010 compliant low emission diesel engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems, calling for API CK-4. It is also approved for use in mobile CNG engines that require oils meeting Cummins Engineering Standard (CES) 20092, making it an excellent solution for fleets seeking a single product to service their diesel and CNG-fueled applications.

OMNIMAX delivers maximum system protection to both the engine and the emissions system. This all-encompassing protection helps drastically reduce the rate of DPF clogging to deliver extended DPF[1] service life and industry-redefining fuel economy retention.

Delo 600 ADF 15W-40 delivers value through:

- **Extended Emission Control System Interval** — Provides more than two times diesel particulate filter (DPF) service interval for minimal downtime and cleaning, thus managing your maintenance costs.
- **Maintain Fuel Economy Longer** — Less metallic additive ash build-up in DPF means less fuel consumed for regeneration and less DPF back pressure to help maintain fuel economy.
- **Exceptional Deposit Control** — Provides high performance piston deposit control and turbocharger protection due to its superb oxidation performance. Its high performing detergent and dispersant additives provide excellent diesel engine component protection.
- **Superb Long Drain Performance** — Formulated for exceptional long oil drain protection for both on and off-road diesel and CNG engines.
- **Minimized Operating Costs** — Exceptional soot dispersancy and wear control. Cylinders, pistons, rings, and valve train components are well protected against wear and corrosion, providing optimum service life and minimal maintenance. Contributes to maximum equipment utilization and minimal downtime.

1 Up to 2.5 times the extended DPF ash cleaning interval and up to 3% improved fuel economy retention based on Chevron field trials and engine tests.

Product(s) manufactured in the USA.
Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A **Chevron** company product

10 November 2023
HDMO-85

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Chevron, the Chevron Hallmark, OmniMax, Delo, and Delo. Let's go further. are trademarks owned by Chevron Intellectual Property LLC. All other trademarks are property of their respective owners.

- **Warranty Plus Protection** — Bumper-to-bumper warranty protection from the engine to the drive train. Payment for Chevron lubricant-related damage to your equipment, including parts and labor.[2] Problem resolution and technical advice from Chevron's lubrication experts.
- **Access to Chevron's Lubrication and Industry Knowledge** — Helps maximize your bottom line business results.

FEATURES

Delo® 600 ADF 15W-40 is formulated with *OMNIMAX*™, a Chevron Patented Technology. *OMNIMAX* delivers maximum system protection to both the engine and emissions systems. This all-encompassing protection helps drastically reduce DPF clogging, delivering industry redefining fuel economy retention and extended DPF service life.

Delo 600 ADF 15W-40 meets or exceeds current heavy-duty engine oil specifications to provide durability and wear protection of critical diesel engine parts.

FUNCTIONS

Delo 600 ADF 15W-40 with *OMNIMAX* meets or exceeds API CK-4 performance requirements with ultra-low levels of metallic additives reducing the amount of ash build-up in engine emission after treatment systems such as diesel particulate filters (DPF) thus reducing the frequency of regeneration and unit cleaning.

Delo 600 ADF 15W-40 helps to keep rings clean and free for maximum combustion pressure and to provide minimal wear. It minimizes valve and piston crown land deposits, thus managing oil consumption. Its high level of ashless dispersants keeps fuel soot in suspension and thus helps to avoid oil filter clogging, heavy cylinder head sludge, abrasive polishing wear, high viscosity increase, oil gelling, and minimizes the risk of valve train wear.

Specially selected oxidation inhibitors control oxidation, oil thickening and sludge. Its unique blend of anti-wear additives protects against valve train wear and adhesion of highly loaded parts operating under boundary lubrication. A specially selected viscosity index improver ensures easy flow at low temperatures and excellent film protection in hot engine areas. A defoaming additive protects against air entrainment.

APPLICATIONS

Delo 600 ADF 15W-40 with *OMNIMAX* is an API CK-4, ultra-low ash heavy duty engine oil specifically formulated for on highway applications, including 2017 greenhouse gas (GHG 17) compliant diesel engines with lower CO_2 emissions, in addition to 2010 compliant low emission diesel engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems calling for 15W-40 premium heavy duty motor oil.

Delo 600 ADF 15W-40 with ultra-low ash additive technology is also recommended for off highway Tier IV Final emission compliant engine applications where an 15W-40 viscosity grade is required. It is formulated for engines with Selective Catalytic Reduction (SCR), Diesel Particulate Filter (DPF) and Exhaust Gas Recirculation (EGR) systems. It is also approved for use in mobile CNG engines that require oils meeting Cummins Engineering Standard (CES) 20092, making it an excellent solution for fleets seeking a single product to service their diesel and CNG-fueled applications.

It is fully compatible with previous engine models and previous API Oil Service Categories.

Delo 600 ADF 15W-40 is approved:

- **for use in Cummins mobile compressed natural gas (CNG) engines**
- **for use in mixed diesel and CNG engine fleets**

Delo 600 ADF 15W-40 is also approved for:

- **API Service Categories** CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4
- **Cummins** CES 20086, CES 20092
- **Detroit Fluids Specification (DFS)** 93K222
- **DEUTZ** DQC IV-18 LA
- **DTFR** 15C100 (previously known as MB Approval 228.31)
- **Mack** EOS 4.5
- **MAN** M3775
- **Renault** RLD-3
- **Volvo** VDS-4.5

2 See Warranty Plus for details and restrictions.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

- **ZF TE-ML** 04C

Delo 600 ADF 15W-40 is recommended for:

- **ACEA** E6/E9
- **Caterpillar** ECF-3

TYPICAL TEST DATA

SAE Grade	15W-40
Product Number	*257009*
SDS Number *U.S.* *Canada* *Mexico*	 *50742* *50743* *50744*
Density at 15°C, kg/L	0.868
Viscosity, Kinematic mm²/s at 40°C mm²/s at 100°C	 111.5 14.9
Viscosity, Cold Crank, °C/mPa.s	-20/6400
Viscosity, MRV, °C/mPa.s	-25/19300
Viscosity, HTHS, mPa.s	4.4
Viscosity Index	136
Flash Point, °C(°F)	248(478)
Pour Point, °C(°F)	-30(-22)
Sulfated Ash, mass %	0.4
Base Number, mgKOH/g, ASTM D2896	 7
Sulfur, mass %	0.2

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

RelaDyne® Reliability in Motion

Credit Department
2335 S. Forbes Drive
Montgomery, AL 36110
Phone: 334-777-2924

Email completed forms to: creditapps@reladyne.com
Or complete online at:
https://reladyne.com/apply-for-credit

Please include and attach your W9 & Tax Exemption

The undersigned requests CREDIT from RelaDyne, Inc. and its subsidiaries and assigns.

CREDIT APPLICATION

LEGAL BUSINESS NAME:		DBA:	
BUSINESS ADDRESS:	RES ADDR: ☐	PRIMARY SHIP TO ADDRESS:	RES ADDR: ☐
CITY, STATE, ZIP CODE:		RECEIVING CONTACT: / RECEIVING PHONE:	RECEIVING HOURS:
BUSINESS TELEPHONE:		DELIVERY INSTRUCTIONS:	DOCK: ☐ FORKLIFT: ☐
BUSINESS FAX:		PURCHASING PHONE:	
ACCT PAY CONTACT:		PURCHASING CONTACT:	
ACCT PAY EMAIL ADDRESS:	EMAIL INVOICES TO:	PURCH EMAIL ADDRESS:	
COMPANY WEBSITE:		BUSINESS TYPE:	☐ CORP ☐ SOLE PROP ☐ PRTSHP ☐ OTHER
YEARS IN BUSINESS:		ADDITIONAL CONTACT:	
TAX EXEMPT: (attach certificates)	☐ FEDERAL ☐ STATE ☐ COUNTY/PARISH	TIN/SSN:	SIC Code:
DUNN & BRADSTREET #:		ESTIMATED MONTHLY PURCHASE ($):	
RELADYNE SALES REP:	Anibal Hernandez		

PRINCIPAL OWNERS OR OFFICERS

NAME:		TITLE:	
HOME ADDRESS:		HOME PHONE:	
EMAIL:		FAX:	
NAME:		TITLE:	
HOME ADDRESS:		HOME PHONE:	
EMAIL:		FAX:	
NAME:		TITLE:	
HOME ADDRESS:		HOME PHONE:	
EMAIL:		FAX:	

CREDIT / TRADE REFERENCES – MUST HAVE OPEN ACCOUNTS

BUSINESS NAME:		PHONE:	
CONTACT:		FAX:	
ADDRESS:		EMAIL:	
BUSINESS NAME:		PHONE:	
CONTACT:		FAX:	
ADDRESS:		EMAIL:	
BUSINESS NAME:		PHONE:	
CONTACT:		FAX:	
ADDRESS:		EMAIL:	

Credit Department
2335 S. Forbes Drive
Montgomery, AL 36110
Phone: 334-777-2924

Email completed forms to: creditapps@reladyne.com
Or complete online at:
https://reladyne.com/apply-for-credit

BANK INFORMATION			
BANK NAME:		**CONTACT:**	
ADDRESS:		**ACCOUNT #:**	
DEFAULT PAYMENT:	☐ DRAFT(DEFAULT) ☐ CASH ☐ CHECK ☐ CREDIT CARD	**TELEPHONE:**	
		FAX:	
We authorize banks, credit reporting agencies and any credit references to provide requested account information now and at any time in the future.			
SIGNED:		**PRINT NAME:**	
TITLE:		**DATE:**	

SALES AGREEMENT

The undersigned, in consideration for the extension of credit by RelaDyne, Inc. and its subsidiaries and assigns, "Seller," agrees to pay its account per Seller's then current billing terms –and further, that a monthly service charge of 1.5% (18% per annum) will be added on any past due portion, and this 1.5% monthly (18% per annum) rate of interest shall apply to any Judgment obtained against the undersigned in the event of default in payment. In the event of such default in payment, the undersigned agrees to pay all costs of collection, including but not limited to, a reasonable attorney fee whether suit be brought or not, when incurred for consultation, litigation, post-Judgment collection procedures (discovery, garnishment, levy, contempt proceedings and Proceedings Supplementary), and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. The undersigned agrees that regardless of place of payment all suits at law or in equity for any breach of this agreement or for default in payment shall be instituted and maintained in a court of competent jurisdiction in Hamilton County, Ohio, and the undersigned waives any venue/forum non-convenes rights and right to jury trial. The undersigned certifies that the information contained in the Credit Application is true and correct and further agrees that any changes in ownership or officers, or form that the business operates as, shall be made known to Seller in writing and delivered to Seller by certified U.S. Mail, return receipt requested, or by a nationally recognized courier service or said changes shall be ineffective as to Seller's enforcement of the terms of this agreement. The undersigned shall report any dispute concerning any billing within thirty days from the date of such billing in writing by certified mail, return receipt requested or by a nationally recognized courier service. Failure to report any such dispute shall constitute a waiver of any claim by the undersigned with respect to such dispute. This agreement contains the entire agreement between the parties and may not be modified or amended except by a writing signed by Seller. The undersigned acknowledges that it is an ordinary and customary record-keeping business practice of Seller to scan or otherwise convert its Sales Agreements into digital form for the purpose of electronic storage and that the original may be destroyed. The undersigned agrees that any subsequent reproduction of the electronically stored version of this Sales Agreement that may later be produced in the ordinary course of record-keeping procedure shall have the same force and effect of the destroyed original for all purposes, including admissibility into evidence in all jurisdictions, courts, and tribunals. The terms of this agreement shall be governed by the laws of the State of Ohio and the undersigned submits to the jurisdiction of the Courts of the State of Ohio.

SIGNED:		**PRINT NAME:**	
TITLE:		**DATE:**	

BOTH SIGNATURES REQUIRED BY AN AUTHORIZED SIGNER ONLY.
ALTERATIONS TO THE SALES AGREEMENT WILL NOT BE ACCEPTED.

Bid 12-2024
Hawkins Bailey Warehouse
Supplier Response

Event Information

Number: Bid 12-2024
Title: Motor Oil 15W-40 Rebid
Type: Competitive Bid
Issue Date: 1/18/2024
Deadline: 2/1/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

INCLUDE THE MANUFACTURER/PRODUCT DESCRIPTION IN THE NOTES FIELD.

PLEASE UPLOAD ATTACHMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

Hawkins Bailey Warehouse Information

Contact: Mark Schottelkotte
Address: 1101 12th St
Bedford, IN 47421
Phone: (812) 275-8888
Email: mark@hawkins-bailey.com
Web Address: www.hawkins-bailey.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Mark T Schottelkotte
Signature

mark@hawkins-biley.com
Email

Submitted at 1/27/2024 09:29:58 AM (ET)

Response Attachments

12-2024 completed Lexington-Fayette Bid Package (1)-merged.pdf

signed affidavit is the last page

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Valvoline Premium Blue One Solution Gen 2 or equivalent						
	Quantity: 1	UOM: Gallon		Price:	$16.88	Total:	$16.88
2	Valvoline Premium Blue One Solution Gen 2 or equivalent						
	Quantity: 55	UOM: Gallon		Price:	$11.90	Total:	$654.50
3	Valvoline Premium Blue One Solution Gen 2 or equivalent						
	Quantity: 1	UOM: Gallon		Price:	$10.90	Total:	$10.90
	Item Notes: Bulk purchase						

Response Total: $682.28

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 18, 2024

INVITATION TO BID # 12-2024 Motor Oil 15W-40 Rebid

Bid Opening Date: **February 1, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/01/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
X Bid Specifications Met _____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	open days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Hawkins Bailey Warehouse, Inc
Firm Name

1101 12th St, PO Box 1143,
Address

Bedford, IN 47421
City, State & Zip

Bid must be signed: Mark Schottelkotte
Signature of Authorized Company Representative – Title

Mark Schottelkotte / Business Development Mgr
Representative's Name (Typed or printed)

513.405.6763
Area Code - Phone – Extension *Fax #*

mark@hawkins-bailey.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the bid or is the authorized representative of _____, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _X_ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*

- 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: T*he 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, veteran status, disability and age.

Mark Schottelkotte
_____
Signature

Hawkins Bailey Warehouse
_____
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of bid response”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG’s bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG’s bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

Mark Schottelkotte
Signature

1-27-2024
Date

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																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____**Date:** _____**/**_____**/**_____

(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

<u>Note</u>: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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**

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addre	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	Veteran

(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**

LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street/ 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

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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	**Company Representative**
_____	_____
Date	**Title**

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Mark Schottelkotte	1-277-2024
Signature	Date

1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for Valvoline Premium Blue One Solution Gen 2 or other equivalents which may be accepted. A premium quality 15W-40 motor oil suitable for use in a mixed fleet of diesel engines and CNG engines.

2.0 REQUIREMENTS

2.1 Motor oils shall be premium quality, suitable for use in a mixed fleet of heavy duty diesel engines and CNG engines.

2.2 Product bid for 15W-40 must have an API Service Rating of CK-4, Cummins CES 20092, and appear on the Cummins approved motor oils[1]. **NO EXCEPTIONS**.

2.3 Product shall be virgin material, packaged, marketed, and labeled by the original manufacturer. No recycled, re-refined, rebranded or remarketed products will be accepted.

2.4 Successful bidder shall supply tank label as to product type, brand, weight, etc. SDS sheets shall also be supplied.

3.0 NOTES

3.1 LFUCG Fleet Service has two (2) 1000 gallon tank for 15W-40 motor oil. Bulk oil purchases are typically 750 gallons. Fleet Services and other divisions of government may require some product in one gallon and 55 gallon containers.

3.2 LFUCG Fleet Service estimates requiring approximately 5,000 gallons of oil (aggregate) per year, however the issuance of a price contract does not guarantee any quantity or amount nor does it obligate the LFUCG for any purchases.

3.3 In the interest of product availability, LFUCG reserves the right to issue price contracts to multiple bidders.

3.4 Periodic analysis shall be performed on product delivered in bulk form to insure conformity with the products requirements contained herein.

4.0 DELIVERY

4.1 Bid price shall include delivery to requesting division's location and/or tank. Majority of product will be in bulk and delivered to one thousand gallon tank located at the Division of Fleet Service facility located at 669 Byrd Thurman Dr. Lexington, Ky. 40510.

[1] https://macktrucks.vg-emedia.com/ProductDetail.aspx?ProductId=12068

5.0 PRICING

Please log in to your Ionwave account to submit pricing. Once you have completed and uploaded your bid package, you will need to click “yes” on the attributes tab. Please include the manufacturer/product description that you are supplying in the notes field.

1 gallon jug……price per gallon

55 gallon drum……price per gallon

Bulk purchase……price per gallon

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Hawkins Bailey Warehouse Inc, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Mark Schottel Kotte and he/she is the individual submitting the bid or is the authorized representative of Hawkins Bailey Warehouse INC, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 Indiana

COUNTY OF Lawrence

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mark Schottel Kotte on this the 23 day of January, 2024

My Commission expires: 10/5/26

NOTARY PUBLIC - STATE OF INDIANA
SEAL
KRISTI LYNN JAMES
COMMISSION NUMBER NP[illegible]623[illegible]
MY COMMISSION EXPIRES OCTOBER 05 20[illegible]

Kristi Lynn James
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

Reliant X-92

Product Description

D-A **Reliant X-92** is the lubricant solution for today's multi-fueled fleet(s) containing diesel, gasoline and processed natural gas (CNG/LPG/LNG) fueled engines. It is designed for use in severe on- and off-highway applications and provides premier oxidative and thermal stability, durability, outstanding TBN retention, superior wear protection and greatly exceeds industry standards for deposit control. **Reliant X-92** will afford 'all-season' performance and hardware protection.

D-A **Reliant X-92** is formulated with thermally stable, high VI base oils to improve oxidation thermal stability and offer exceptional cold temperature performance. These base oils are combined with an advanced additive system to retain alkalinity (TBN), control deposit formation, promote engine cleanliness, offer exceptional wear protection and protect sensitive emissions system (catalyst safe). Under proper maintenance, D-A **Reliant X-92** will bolster engine component longevity and overall long service life.

Product Features and Benefits

D-A **Reliant X-92** is approved for the latest Cummins Engineering Standard (CES 20092), providing significantly improved oxidation, thermal stability and durability. CES 20092 is backwards compatible to Cummins CES 20085 natural gas engine oil specification. Additionally, those currently utilizing CES 20074 natural gas engine oil specification in legacy lean burn engines can convert to CES 20092.

Formulated with thermally stable, high VI base oils in combination with state-of-the-art additive technology delivering exceptional resistance to oxidation, nitration and viscosity increase for longer oil life.

Ideally suited for compressed natural gas (CNG), liquified natural gas (LNG) and liquified petroleum gas (LPG) fueled engines utilized for urban / municipality service, including public transportation (buses, taxi cabs), garbage/waste haulers, heavy duty service and light duty applications.

Lower oil volatility and viscosity loss at elevated temperatures promotes reduced oil consumption rates, cleaner combustion chambers, longer spark plug life and longer cylinder head servicing intervals.

Eliminates the need to carry multiple lubricants for those with mixed fleets possessing passenger car, diesel and processed natural gas fueled vehicles.

Typical Applications

D-A **Reliant X-92** is designed and tailored specifically to meet the lubrication demands of the modern fleet. **Reliant X-92** affords outstanding performance and protection in diesel, gasoline or processed natural gas (CNG, LNG, LPG) fueled engines. D-A **Reliant X-92** was uniquely formulated with today's innovative transportation industry in mind and is the answer for those seeking consolidation of mixed fleet engine lubricants.

Approvals and Specifications

Reliant X-92 15W-40

API Approvals

API CK-4 / SN (Backwards Compatible)

OEM Approvals

Caterpillar ECF-3
Cummins CES 20092
Volvo VDS-4.5
Mack EOS-4.5
Renault VI RLD-4

Meets the Performance Requirements of:

Cummins CES 20086
Detroit Diesel DFS 93K222

D-A **Reliant X-92** meets Non-Selective Catalytic Reduction (NSCR) catalyst compatibility requirements.

Typical Properties

SAE Viscosity Grade	Test Method	15W-40
Viscosity @ 100°C, cSt @ 40°C, cSt	 ASTM D445 ASTM D445	 15.8 116
Viscosity Index	ASTM D2270	144
Pour Point, °F (°C)	ASTM D97	-28 (-33.3)
Flash Point, °F (°C)	ASTM D92	365 (185)
Sulfated Ash, Weight %	ASTM D874	<0.9
Total Base Number	ASTM D2896	10.2
CCS @ -20°C, cP	ASTM D5293	5170

D-A Part Number:

Bulk	52301
Tote – 330 Gal	52303
Drum – 55 Gal	52302
Pail (Plastic) – 5 Gal	52308
Case – 4/1Gal	52304

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0077-24

File ID:	0077-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	035-2024	**In Control:**	Urban County Council
				File Created:	01/16/2024
File Name:	SMART COMMUNICATION INM PHONE FY24			**Final Action:**	03/07/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Smart Communications Holding, LLC, for the installation and operation of an inmate communications system at the Div. of Community Corrections, at no cost to the Lexington-Fayette Urban County Government. [Div. of Community Corrections, Colvin]

Notes: In office 2/20/2024. MS

Stamped and filed in the CCO. REturned to Tammy Bradley via scans 3/8/2024. MS

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	SMART COMMUNICATIONS PHONE SVCS memo FY24, Smart Comm - Lexington-Fayette - Schedule of Services, Smart Comm - Lexington-Fayette - Master Services Agreement, Smart Communications proposal, Smart Comm - Lexington-Fayette - Master Services Agreement edited 2-13-24, Smart Comm - Lexington-Fayette - Schedule of Services edited 2-13-24 v2, RESO 77-24 Agreement with Smart Communications for Inmate Communications System 4862-0685-8403 v.1.docx, R-075-2024, Contract #035-2024	**Enactment Number:**	R-075-2024
Deed #:		**Hearing Date:**	
Drafter:	BRADLEY, TAMMY	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0077-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Smart Communications Holding, LLC, for the installation and operation of an inmate communications system at the Div. of Community Corrections, at no cost to the Lexington-Fayette Urban County Government. [Div. of Community Corrections, Colvin]

Summary

Authorization to execute an Agreement with Smart Communications Holding Inc., for the inmate phone and tablet services at the Division of Community Corrections for a term of three years with three one-year renewal options. This Contract generates revenue and there is no cost to the div.. (L0077-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-505401-5411-41630

Annual Impact for FY24: Budgeted

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: February 6, 2024

SUBJECT: Smart Communications Holdings, Inc., Agreement Approval

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Request

Council authorization is requested to enter into an agreement with Smart Communications Holdings, Inc., for Inmate Phone and Tablet Services at the Division of Community Corrections.

Why are you requesting?

Smart Communications Holdings, Inc., will be providing the phone and tablet services for the Inmate population at the Fayette County Detention Center.

This agreement will generate revenue only with no cost to the Division. The term of the agreement is for three (3) years with three (3) one-year renewals effective with the date of signing of the agreement. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

What is the cost in this budget year and future budget years?

Funds for this agreement are budgeted for FY24 - $0

Are the funds budgeted? No; the agreement generates Revenue.

File Number: R-0077-24

Director/Commissioner: Chief G.S. Colvin

Schedule of Services Agreement

This Schedule is between the Lexington-Fayette Urban County Government, hereinafter referred to as "Customer," and Smart Communications Holding, LLC and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: Community Corrections, 600 Old Frankfort Circle, Lexington, KY 40510

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Inmate Telephone System

1. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.

2. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	**Collect**	**PrePaid Collect**	**PrePaid Debit**
Local	$0.06	$0.06	$0.06
IntraState	$0.06	$0.06	$0.06
IntraLATA	$0.06	$0.06	$0.06
InterState	$0.06	$0.06	$0.06
InterLATA	$0.06	$0.06	$0.06
International	$0.06	$0.06	$0.06

3. Inbound voicemail messages will be provided at a fixed rate of $1.00 per voicemail.

4. All applicable taxes and fees will additionally be collected according to local, state, and federal regulations. Provider will comply with all applicable federal, state, and local regulations including, but not limited to, the rules, regulations and orders of the Federal Communications Commission (FCC).

5. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

6. In consideration of the rates provided under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and

interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

7. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.

8. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.

9. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.

Customer's Responsibilities (Inmate Phone System)

10. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.

11. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.

12. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.

13. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.

14. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

15. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.

16. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

17. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartTablets™ and Secure Network

18. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.

19. Provider will furnish its proprietary SmartTablet™ on a 1:1 inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablets™.

20. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

21. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

22. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

23. Provider will provide and install tablet charging station(s) as a "home base" within each housing unit in the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

24. Based on the 1:1 deployment model, each tablet will be assigned to a specific inmate. If an assigned tablet stops working, the inmate to whom it is assigned can return it to Customer staff for shipping back to Provider for maintenance. Provider will facilitate pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to Customer.

25. Upon receipt of non-functioning tablets, Provider will evaluate to determine the cause. Tablets will either be replaced under warranty, or, if vandalism is determined to be the cause, the inmate will be responsible for repayment in accordance with the procedures set forth herein.

Damage (SmartTablets™)

26. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form and assist in obtaining restitution. Inmates responsible for causing intentionally damaged tablets will be invoiced for the replacement cost by Provider, and such invoice can be paid through a public user or payment transfer from the inmate's trust account. Once the balance has been paid, a new tablet will be issued and assigned to the inmate.

27. Any inmates without an assigned tablet due to an unpaid balance owed for vandalism will have access to select community tablets, for which only essential services will be made available.

SmartInmate™ Electronic Messaging

28. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™), accessible via Provider's SmartTablet™ devices. Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

29. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

30. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

31. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.

32. Provider will provide each inmate at Customer's Facility with credits for eight (8) messages per month at no charge, to satisfy the needs of indigent inmates.

33. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

34. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.

35. Electronic Messaging. Each "email" message (up to 30,000 characters in length) is billed at fifty cents ($0.50), which corresponds to 50 credits.

36. Photo Delivery Service. Each approved photo is billed at one dollar ($1.00), which corresponds to 100 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

37. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.

38. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

39. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

40. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

41. Customer will provide (e.g., by facilitating cooperation with Customer's JMS vendor) a list of all inmates residing in the Customer Jail Facilities and their current housing assignments via electronic delivery twice each day. Customer acknowledges that this data feed is critical to the functionality of Provider's services herein, including to ensure that each inmate is authorized to use only those tablets appropriate to their assignment.

42. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

43. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by U.S. Patent No. 11,457,013, and multiple pending patent applications.

44. Provider shall provide its patented MailGuard Postal Mail Elimination® system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablets™ within the Customer's Facility.

45. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablets™ at no cost to Customer.

46. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.

47. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablets™.

48. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

49. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.

50. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.

51. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.

52. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

53. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.

54. Provider will maintain electronic records for a period of seven (7) years from the date the record was created. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

55. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

56. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information

regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

57. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

58. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.

59. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will return the mail to the sender.

60. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.

61. Customer will give prompt notice in writing to Provider of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuard Legal™ System

62. Provider is the exclusive licensee of MailGuard Legal™, the patented postal mail elimination system for legal mail covered by U.S. Patent No. 10,659,630 and other pending patent applications.

63. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include a sufficient number of MailGuard Legal™ Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.

64. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate.

65. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuard Legal™ system, at no cost to Customer.

66. The Legal Mail may be scanned in the presence of the inmate for electronic delivery to the inmate or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™ system.

67. Customer understands and agrees that the MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.

68. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuard Legal™ Mail system.

Digital MailGuard Legal™

69. Provider will provide at no cost to Customer its Digital MailGuard Legal™ system for use by the inmates of the Customer's jail facility and their attorneys. Provider is exclusively responsible for providing all hardware, software, and all networking requirements needed for operation of the system.

70. Provider shall facilitate the electronic delivery of digital copies of legal mail sent from attorneys who have been pre-approved by Customer directly to inmates through Provider's proprietary digitally encrypted process.

71. The encrypted digital files can only be opened by inmates using Provider's system with Provider's proprietary authentication protocols. Once authenticated, inmates can view digitally transmitted legal mail and legal documents via Provider's SmartTablet™ devices using a separate login process.

72. Customer acknowledges and understands that Provider's MailGuard Legal™ system does not allow for any digital copies of legal mail to be monitored, reviewed, accessed, or investigated.

73. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while supervising the inmates' use of Provider's Digital MailGuard Legal™ system.

Video Visitation

74. Provider will provide at no cost to Customer a video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

75. Provider's video visitation system will be accessible to inmates via Provider's SmartTablets™.

76. Provider will provide at no cost to Customer onsite video visitation (public) kiosks and/or lobby kiosks in the quantity and at the locations as agreed by the Parties.

77. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.

78. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.

79. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.

80. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.

81. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

82. Provider will make available to each inmate at Customer's Facility two free remote video visits per week, up to thirty (30) minutes in length.

83. Thereafter, remote video visitation will be billed at $0.10 per minute, subject to change by mutual agreement of the parties. Onsite video visitation shall be provided at no charge.

Grievances, General and Medical Requests

84. Provider will additionally deploy applications for Inmate electronic general and medical requests as well as well as electronic grievance forms, available via SmartTablet™ devices.

85. Provider's system presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

86. Provider shall provide Inmates with access to a law library at no cost, via the SmartTablet™ devices. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

87. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming basic content (for free) or premium content (at a rate of three credits / three cents ($0.03) per minute).

88. Provider will provide access to its extensive SmartEd™ educational platform via SmartTablet™ devices, where a full suite of Educational Programs can be made available.

Commissary Hosting and Integration

89. At Customer's request, Provider will host Customer's commissary vendor's menu on Provider's system, at no cost to Customer.

90. At Customer's request, Provider will integrate with Customer's jail management system (JMS) at no cost to Customer.

Customer Training

91. Upon the installation of Provider's system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

Service Commitments

92. On-Site Technician. Provider will supply one full-time on-site technician for real-time dedicated support of Provider's system at Customer's facility, at no cost to Customer.

93. Remote Monitoring. Provider's system is monitored in real time and most issues are detected and resolved automatically. To the extent an issue arises that is undetected by Provider's remote monitoring system or Provider's full-time on-site technicians, Customer shall promptly notify Provider by way of Provider's service ticket system or other agreed-upon means.

Modifications

94. The parties may make changes to the financial terms, type of equipment, or deployment models set forth herein as needed upon mutual agreement of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Lexington-Fayette Urban County Government

By: _____

Name: _____

Title: _____

Date: _____

Provider: Smart Communications Holding, LLC

By: _____

Name: _____

Title: _____

Date: _____

Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between the Lexington-Fayette Urban County Government, hereinafter referred to as "Customer," and Smart Communications Holding, LLC and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems and Exclusivity. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, and upon the going live of each respective service, Provider shall be the sole and exclusive provider of inmate telephone services (ITS) and all inmate communication services available on or provided by a tablet or kiosk system as set forth in the accompanying Schedule(s), including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. Ownership. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. License Restrictions: The Software is to be used solely in connection with Provider's Services by Customer and

inmates housed at Customer's Facility in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party′s;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. This Agreement shall commence on the effective date and shall continue for a period of three (3) years from the date of system going live. After the original term, this Agreement shall automatically renew annually for up to three (3) terms of one (1) year in length each, unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term. The terms and conditions herein shall govern for so long as Provider continues to provide its system and services.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

9. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are

informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by applicable law, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any

subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Cooperative Contract. This contract may be used cooperatively with other agencies (in the state of Kentucky or elsewhere as applicable), for the procurement of Provider's services under like or similar terms as set forth herein, or

as negotiated depending on an agency's specific needs.

23. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

24. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought in Lexington, Kentucky and governed by the laws of the state of Kentucky.

25. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

26. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

27. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

28. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

29. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

30. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. Interpretation. The language in this Agreement is to be construed according to its plain meaning and not strictly for or against either party. The parties have reviewed this Agreement and no ambiguities are known to exist; however, to the extent any ambiguity is later discovered, any rule that such ambiguity is to be resolved for or against either party does not apply.

32. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

34. Authority. Each Party represents and warrants that it has the authority to enter into this Agreement, and that the individual signing on its behalf likewise has authority to do so.

35. Cooperation in Transition. Customer shall send all appropriate notices in a timely manner in order to ensure transition to Provider can occur at the appropriate time.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Lexington-Fayette Urban County Government

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:
200 E Main St
Lexington, KY 40507

Provider: Smart Communications Holding, LLC

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:
10491 72nd St.
Seminole, FL 33777

Lexington-Fayette Urban County Govervnment

RFP #47-2023
Inmate Telephone Services for Community Corrections
Proposal

Smart Communications

Different Culture.
Different Approach.
Different Outcome.

Communication, Automation, Intelligence

©2023 Smart Communications

December 14, 2023

Ms. Sondra Stone, Senior Buyer
Lexington-Fayette Urban County Government – Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

Dear Ms. Stone:

We are pleased to submit our proposal in response to RFP #47-2023 for the provisioning of Inmate Telephone Services for Community Corrections for the Lexington-Fayette Urban County Government (LFUCG).

Our firm is corrections' most innovative company. For more than a decade, we have been driven by our passion for innovation, resulting in the development and successful patenting of multiple technologies and services that have transformed correctional facilities all over the country. In fact, many of the technologies and services that are now commonplace in corrections, such as inmate messaging/email, digital requests and grievances, and electronic postal mail delivery, were first designed and implemented by Smart Communications.

Prior to the release of this RFP, Regional Director Danny Moore of our offices met and spoke with LFUCG Community Corrections leaders Chief Scott Colvin and Deputy Chief Hector Joyner on multiple occasions, as well as provided these individuals with a demonstration of our proposed technologies and services. These interactions have provided us with a deep understanding of their needs and what matters most to the facility staff, as well as the inmates and their families. I am confident our proposed solution will both meet and exceed your requirements and expectations.

The greatest evidence of a company's ability to provide successful integration, timely service delivery and a true partnership is best demonstrated by current utilization, client references and testimonials. Smart Communications' client footprint has grown organically for 14 years, from one account to more than 150 facilities throughout 29 states. We invite you to reach out to our Kentucky state client partners as this will provide direct feedback on how their partnership with Smart Communications has benefited their staff, inmates and communities they serve.

Louisville Metro/Jefferson County Dept. of Corrections
Major Lawrence Bisson
Phone: 502-544-5330
Email: lawrence.bisson@louisvilleky.gov

Barren County Detention Center
Jailer Aaron Shirley
Phone: 270-651-8806
Email: bcjshirley@glasgow-ky.com

We are excited about the opportunity to collaborate with the Lexington-Fayette Urban County Government and contribute to the improvement of inmate communication, safety and efficiency at your correctional facility. Our team is committed to delivering a solution that is tailored to your specific needs and requirements, and we welcome any customization requests or further discussions to ensure the success of this project.

Thank you for considering our proposal. If you have any questions or require further information, please do not hesitate to contact me at 888-253-5178 or jon.logan@smartcommunications.us.

Respectfully,



Jon Logan
CEO, Smart Communications

Cc: Danny Moore (Account Manager), Jerome Anderson (VP of Sales)

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Supplier Information

Supplier Information

Company Name: Smart Communications Holding, Inc.
Contact Name: Jon Logan, CEO
Address: 10491 72nd St.
Seminole, FL 33777

Phone: 888-253-5178
Fax: 941-761-5448
Email: jon.logan@smartcommunications.us

Supplier Notes

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jon Logan
Print Name

Signature

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AMERICAN RESCUE PLAN ACT

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will

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take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect

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to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

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7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

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(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and

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subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Jon Logan, CEO — 12/7/23

Signature — Date

Affirmative Action Plan

RESPONSE: Smart Communications is committed to creating a workplace that reflects the diversity of the communities we serve. Our Affirmative Action Plan (AAP) is a dynamic and evolving framework designed to foster a workplace that reflects our commitment to diversity, equity and inclusion. Through the proactive initiatives and continuous improvement strategies described below, we aim to create an environment in which all employees can thrive and contribute to the success of our organization.

- **Workforce Analysis and Surveys**: Composition of current workforce by demographics is conducted by HR on a quarterly basis to identify areas of underrepresentation and potential barriers. Staff surveys are also conducted to gather feedback on the workplace environment. Survey data is analyzed to identify areas of improvement.
- **Recruitment and Hiring**: HR and management staff actively participate in job fairs and events that specifically target underrepresented groups. To mitigate bias in the hiring process, blind recruitment practices are utilized whenever possible.
- **Diversity Training**: Mandatory diversity and inclusion training is provided for all employees. This training provides insight relating to several topics, including unconscious bias and cultural competence.
- **Advancement and Promotion**: Management is encouraged to identify and mentor high-potential employees from underrepresented groups for leadership programs and career advancement. Promotion processes are transparent and fair. Achievement of diversity goals are reviewed and discussed as a part of performance evaluations for management personnel.
- **Audits, Accountability and Communications**: Audits are conducted on a regular basis to assess compliance and progress of AAP efforts. Strategies and initiatives are adjusted based on the outcomes of the audits and are communicated throughout the organization. Additionally, all employees are encouraged to provide feedback to continuously improve and adapt our strategies.

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AFFIDAVIT

AFFIDAVIT

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

1. His/her name is Jon Logan and he/she is the individual submitting the proposal or is the authorized representative of Smart Communications Holding, Inc., 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 Procurement 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

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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 Florida

COUNTY OF Pinellas

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jon Logan on this the 25 day of October, 2023.

My Commission expires: April 27, 2026

NOTARY PUBLIC, STATE AT LARGE

NOREEN A. GUNNING
Notary Public
State of Florida
Comm# HH257915
Expires 4/27/2026

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EQUAL OPPORTUNITY AGREEMENT

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.

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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.

Jon Logan, CEO
Signature

Smart Communications Holding, Inc.
Name of Business

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WORKFORCE ANALYSIS FORM

WORKFORCE ANALYSIS FORM

Name of Organization: Smart Communications Holding, Inc.

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		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	4	3	1													3	1
Professionals	22	13	8				1									13	9
Supervisors	10	5	3			1	1									6	4
Foremen																	
Technicians	21	18		3												21	0
Protective																	
Para-																	
Office/Clerical	49	3	20	2	10		14									5	44
Skilled Craft	23	19	1			2					1					21	2
Service/Mainten																	
Total:	129	61	33	5	10	3	16				1					69	60

Prepared by: Felicia Cinfo Felicia Conyers **Date:** 10 / 25 / 2023

(Name and Title)

HR Generalist

Revised 2015-Dec-15

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AFFIRMATIVE ACTION NOTICE

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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Firm Submitting Proposal: Smart Communications Holding, Inc.

Complete Address: 10491 72nd St., Seminole, FL 33777
Street City Zip

Contact Name: Jon Logan Title: CEO

Telephone Number: 888-253-5178 Fax Number: 941-761-5448

Email address: jon.logan@smartcommunications.us

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MWDBE PARTICIPATION FORM

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 47-2023

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None*	None*	None*	None*	None*
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

Smart Communications
Company

Jon Logan
Company Representative

12/12/23
Date

CEO
Title

*Smart Communications is unable to meet the LFUCG's MWDBE Participation Goals for this project. Please refer to the *"Statement of Good Faith Efforts"* section of our proposal for details.

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MWDBE QUOTE SUMMARY FORM

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 47-2023

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
None*	None*
Address/Phone/Email	**Bid Package / Bid Date**
None*	None*

MWDBE 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	Veteran

(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.

Smart Communications
Company

Jon Logan
Company Representative

12/12/23
Date

CEO
Title

*Smart Communications is unable to meet the LFUCG's MWDBE Participation Goals for this project. Please refer to the "*Statement of Good Faith Efforts*" section of our proposal for details.

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STATEMENT OF GOOD FAITH EFFORTS

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 47-2023

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_X_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_X_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_X_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_X_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

Smart Communications	Jon Logan
Company	**Company Representative**
12/12/23	CEO
Date	**Title**

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The following information/documentation details Smart Communications' efforts to include MWDBE and/or Veteran-Owned Businesses as subcontractors or suppliers for this project.

On November 2, 2023, Smart Communications' Vice President of Sales, Jerome Anderson, placed an introductory call to the LFUCG Division of Procurement Minority Business Enterprise Liaison Sherita Miller to request a list of LFUCG certified MWDBE and/or Veteran-Owned Businesses.

As a follow-up to their conversation, Ms. Miller emailed Mr. Anderson. The email included an MS Excel file attachment named "*LFUCG Certified List_October 2023*" containing the contact information for 334 LFUCG certified MWDBE and/or Veteran-Owned Businesses.

From: Sherita Miller <smiller@lexingtonky.gov>
Sent: Thursday, November 2, 2023 3:22 PM
To: jerome.anderson@smartcommunications.us
Subject: LFUCG Certified List
Attachments: LFUCG Certified List_October 2023_.xlsx

Good afternoon Jerome,

This email is being sent as a follow-up to our telephone conversation.

Attached is a copy of LFUCG's certified list of minority, women, and veteran owned businesses. This is an overall list of businesses with various specialties.
In addition, there were two diverse businesses, (i.e., G5TEK Solutions, LLC and Unique Staffing, LLC) utilized on the Inmate Telephone Services for Community Corrections contract previously awarded.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

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On November 6, 2023, Smart Communications' Vice President of Sales, Jerome Anderson, sent out a written notice via email to all 334 LFUCG certified MWDBE and/or Veteran-Owned Businesses to solicit their participation in RFP #47-2023. The email included a .PDF file attachment named "*KY-LexingtonFayetteCo-RFP-Orginal-102423*" detailing the RFP specifications and requirements.

From: jerome.anderson@smartcommunications.us
Sent: Monday, November 6, 2023 10:59 AM
To: jerome.anderson@smartcommunications.us
Subject: Lexington-Fayette Urban County Government - RFP-47-2023 - Inmate Telephone Services for Community Corrections
Attachments: KY-LexingtonFayetteCo-RFP-Original-102423.pdf

Good morning! Attached is an RFP for inmate telephone services for community corrections. Please let me know if you are willing to partner for any of the specifications/requirements. We will be shipping our response this Friday. Thank you!

Jerome Anderson
Vice President, Sales

Smart Communications

Work Mobile 727.992.3495
Email Jerome.Anderson@smartcommunications.us
Address 10491 72nd Street, Seminole, FL 33777

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The following three firms responded to the email issued by Mr. Anderson:

1. Gold Wave, Inc. | Service-Disabled Veteran Owned Small Business (Darien, IL)
2. Lexington Contracting, LLC | Disadvantaged Business Enterprise; Minority Business Enterprise (Lexington, KY)
3. LensRxLab | Service-Disabled Veteran Owned Small Business (Jacksonville, FL)

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Brian Voss with Gold Wave, Inc. indicated that they were "*too busy to look at the solicitation*" and therefore no additional attempts to involve them in the project were made:

From: Brian Voss <bvoss@goldwaveinc.com>
Sent: Friday, November 10, 2023 5:16 PM
To: jerome.anderson@smartcommunications.us
Subject: RE: Lexington-Fayette Urban County Government - RFP-47-2023 - Inmate Telephone Services for Community Corrections

Good afternoon Jerome – unfortunately we were too busy to look at the solicitation; however, please do keep us in mind for future opportunities. Note we have also updated our LCUCG profile with our WOSB certification as well as our SDVOSB.

Sincerely, Brian

Brian A. Voss, P.E.
Vice President at Gold Wave, Inc.
SBA-certified SDVOSB and WOSB, NVBDC SDVOSB, WBENC WOSB

Mobile (312) 720-2026
Fax (630) 981-2023
Web www.goldwaveinc.com
Email bvoss@goldwaveinc.com
1930 72nd St, Darien, IL 60561

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Allen Carter with Lexington Contracting, LLC requested additional information regarding his firm's potential involvement with the project. Smart Communications promptly responded by indicating project involvement may include "*running of wires for access points, data lines and power supply*." Smart Communications did not receive an email response back from Mr. Carter and therefore no additional attempts were made to involve Lexington Contracting, LLC with the project.

From: jerome.anderson@smartcommunications.us
Sent: Monday, November 6, 2023 11:58 AM
To: 'Allen L. Carter- President'
Subject: RE: Lexington-Fayette Urban County Government - RFP-47-2023 - Inmate Telephone Services for Community Corrections

Are you able to handle running wires for access points, data lines and power supply?

Jerome Anderson
Vice President, Sales

Work Mobile 727.992.3495
Email Jerome.Anderson@smartcommunications.us
Address 10491 72nd Street, Seminole, FL 33777

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From: Allen L. Carter- President <aclexcontracting@aol.com>
Sent: Monday, November 6, 2023 11:06 AM
To: jerome.anderson@smartcommunications.us
Subject: Re: Lexington-Fayette Urban County Government - RFP-47-2023 - Inmate Telephone Services for Community Corrections

Hello Jerome

I am a small general contractor. What are you looking for on this project?

Allen

Sent from the all new AOL app for Android

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Anthony Miles with LensRxLab, a firm which specializes in the manufacturing, sale, and delivery of men's, women's, and unisex prescription eyeglasses (safety and dress) requested additional information regarding his firm's potential involvement with the project. Smart Communications promptly responded by seeking clarification if his firm would be able to "*help with any of the specifications in the attachment*." Smart Communications did not receive an email response back from Mr. Miles and therefore no additional attempts were made to involve LensRxLab with the project.

From: jerome.anderson@smartcommunications.us
Sent: Monday, November 6, 2023 11:59 AM
To: 'Anthony Miles'
Subject: RE: Lexington-Fayette Urban County Government - RFP-47-2023 - Inmate Telephone Services for Community Corrections

I'm not sure if you could help with any of the specifications in the attachment.

Jerome Anderson
Vice President, Sales

Work Mobile 727.992.3495
Email Jerome.Anderson@smartcommunications.us
Address 10491 72nd Street, Seminole, FL 33777

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From: Anthony Miles <amiles@bv-safetyeyewear.com>
Sent: Monday, November 6, 2023 11:25 AM
To: jerome.anderson@smartcommunications.us
Subject: Re: Lexington-Fayette Urban County Government - RFP-47-2023 - Inmate Telephone Services for Community Corrections

Jerome, what exactly would be our role?

Anthony B. Miles

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GENERAL PROVISIONS

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.

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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

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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, safely 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

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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.

Jon Logan, CEO
Signature

12/7/23
Date

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Performance Bond – Letter of Commitment

McGriff

Construction Risk Services

4309 Emperor Boulevard, Suite 300
Durham, NC 27703
Phone (919) 281-4500
Fax (888) 746-8761
Toll Free (800) 672-1674

October 26, 2023

Lexington-Fayette Urban County Government
Central Purchasing Government Center Building
200 East Main Street Lexington, KY 40507

RE: Smart Communications Holding, Inc.
Project: RFP-47-2023 Inmate Telephone Services for Community Corrections – Bond Amount approximately $100,000

CONFIDENTIAL

Dear Sir or Madam:

McGriff and Platte River Insurance Company is fortunate to handle the surety needs of Smart Communications Holding, Inc. and would like to advise that they are one of our most valued customers. Platte River Insurance Company is rated A (Excellent) by A. M. Best and Company and listed on the Department of the Treasury's Listing of Approved Sureties (Circular 570).

Should Smart Communications Holding, Inc. be awarded a contract we are prepared to issue any necessary final bonds. Naturally, the execution of any said bonds would be subject to a review of the final contract terms and conditions by our client and the Platte River Insurance Company. McGriff, Smart Communications Holding, Inc., or Platte River Insurance Company assumes no liability to you if for any reason we do not execute said bonds.

If we can provide you with any further information concerning this fine contractor, please do not hesitate to call.

Sincerely,
Platte River Insurance Company

Julia C. McElligott
Attorney-in-Fact
Direct Dial: 919.281.4556

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Lock Fields

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

Letter

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-------PHOEBE C. HONEYCUTT; HEATHER SEGRIST; KENNETH J. PEEPLES; BOBBI D. PENDLETON; DAVID MACLEOD; DAVID LIGGETT---------
----------CHRISTOPHER A. LYDICK; JULIA C. MCELLIGOTT; ADAM PFANMILLER; MEGAN S. BARTMAN; JENNIFER POLLARD;----------
-------RONDA W. BUSH; MICHAEL MCCREADIE; JOSEPH P. ZOLLER; JAMES HOLDEN KEEN; SAMANTHA ARGENIO; MARGO G. ROBERTS------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED $20,000,000----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Adam L. Sills
Chief Executive Officer and President

CONFIDENTIAL

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 26th day of October, 20 23.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Suzanne M. Broadbent
Assistant Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA-M (Rev. 09-2022)

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Certificate of Insurability

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners 4211 W. Boy Scout Blvd Ste 800 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No. Ext): 813-470-5023 FAX (A/C, No): 813-221-1857 E-MAIL ADDRESS:
INSURED SMART-3 Smart Communications Holdings, Inc. 10491 72nd Avenue Seminole FL 33777	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co — 25674 INSURER B : Phoenix Insurance Company — 25623 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 515854578 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			H-630-4W089833-TIL-23	2/9/2023	2/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BA-3W476872-23-I3-G	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			CUP-8M341133-23-I3	2/9/2023	2/9/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability Tech/E&O incl Cyber & Media			ZPL51M75655-23-I3	2/9/2023	2/9/2024	Each Occurrence Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

For Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbscerts@paychex.com
INSURED Paychex PEO Holdings LLC Alt. Emp: Smart Communications Collier Inc 911 Panorama Trail South Rochester, NY 14625	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23FL0951018785 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 12-68-329-03	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 20010808-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Smart Communications Collier Inc
10491 72nd St
Seminole, FL 33777

CERTIFICATE HOLDER	CANCELLATION
Proof of Coverage 10491 72nd St Seminole , FL 33777	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mary P Storti

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Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: $3,000,000

Liability	**Limit**	**Retention**
Privacy and Security	$3,000,000	$25,000
Payment Card Costs		Subject to Privacy And Security Retention
Media	$3,000,000	$25,000
Technology Errors And Omissions	$3,000,000	$25,000
Regulatory Proceedings		
Breach Response	**Limit**	**Retention**
Privacy Breach Notification	$1,000,000	$25,000
Computer and Legal Experts	$1,000,000	$25,000
Betterment		
Cyber Extortion	$1,000,000	$25,000
Data Restoration	$100,000	$10,000
Public Relations	$1,000,000	$25,000
Cyber Crime	**Limit**	**Retention**
Computer Fraud	$100,000	$10,000
Funds Transfer Fraud	$100,000	$10,000
Social Engineering Fraud		
Telecom Fraud	$100,000	$10,000
Business Loss	**Limit**	**Retention**
Business Interruption	$1,000,000	
Dependent Business Interruption	$250,000	
Dependent Business Interruption – System Failure		
Dependent Business Interruption – Outsource Provider		
Dependent Business Interruption – Outsource Provider – System Failure		
Reputation Harm		

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System Failure $100,000

Additional First Party Provisions

Accounting Costs Limit:

Betterment Coparticipation: %

Period Of Restoration: 180 days

Period Of Indemnity: days

Wait Period: 72 hours

Business Loss Retention:

Emergency Costs Limit:

Knowledge Date:

P&P Date:

Retro Date: February 09 2015

Extended Reporting Period

Months	Percentage of Annualized Premium
	%

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TECHNICAL SPECIFICATIONS

The proposal must include a technical response as well as a response in layman's terms for each requirement listed in this section. Each response must state that the vendor acknowledges and understands the requirement, how the vendor will accomplish or meet the requirement, and specific performance measures for the Division to monitor vendor performance in that area.

A. Technical Requirements and Specifications Inmate Telephone Service

The system must be free from defects. Any problems associated with the hardware and/or software must be corrected by the vendor at no cost to the Division.

RESPONSE: Acknowledged and agreed.

The Division requires placement of approximately 175 non-coin operated, durable, tamper-resistant telephones designed specifically for inmate use, at locations designated by the Division.

RESPONSE: Acknowledged and agreed.

Explain the procedure the Division would use to request changes to the number of inmate telephones. Include the costs that the Division would incur, if any, to add, remove or change the location of inmate telephones.

RESPONSE: To ensure we provide the Division with the best support and maintenance service possible, our offer includes the provision of a dedicated, full-time On-Site Certified Technician (OCT). This individual will facilitate all Division requests for the addition, removal or relocation of inmate telephone hardware. These requests will be fulfilled by Smart Communications at ***no cost*** to the Division.

All inmate telephones must be attached to an inmate control system. The system must have the capability of allowing the Division to monitor and record inmate telephones.

RESPONSE: Confirmed.

The system must process all inmate calls on an outgoing, prepaid and/or collect call basis. All inmate calls must be processed by an automated operator or prepaid basis and will not allow access to a live operator at any time. Describe, in detail, how the system processes automated calls. All phones must limit one call per connection and prevent pulse dialing, and "hacking." No incoming calls shall be permitted.

RESPONSE: Confirmed. The SmartEvo™ is a purpose-built digital switching platform designed to provide secured inmate calling services and features. All inmate calls are processed by an automated operator and the system does not allow access to a live operator at any time. A SmartEvo™ Call Flow Diagram has been provided in our response to a subsequent requirement, detailing how the system processes automated calls.

The SmartEvo™ ITS only allows outgoing calls. It is impossible to receive an incoming call through the SmartEvo™ ITS because IPVPN circuits are used to connect the facility to the data center so there is no interface/connection to a Plain Old Telephone System (POTS). Furthermore, the inmate telephones do not feature a call ringer or other way to indicate an incoming call.

The SmartEvo™ ITS prevents "hook-switch dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call. When the hook switch is released, a new call in the SmartEvo™ ITS begins with all SmartEvo™ ITS security and billing procedures in place to manage the new call. Chain dialing is not supported on the SmartEvo™ ITS or inmate stations.

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The system will allow for a debit calling. The Division wishes to continue the current methodology (in cooperation with Trinity Services Group) that allows inmate's to purchase phone time via the commissary system. The purchased phone time must automatically transfer to the inmate's phone balance and be available for debit calling. The system must also refund, back to the inmate's commissary account, any unused balance from the phone account upon the release of the inmate.

RESPONSE: Confirmed.

The Vendor must have a program that will proactively attempt to set-up an account for called parties who are not able to accept collect calls, enabling the families to quickly communicate with incarcerated individuals. Please describe in detail the process utilized by the vendor to accomplish this function.

RESPONSE: Confirmed. The SmartEvo™ ITS provides proactive account set-up for called parties who are not able to accept collect calls.

By default, when an inmate places the initial call to the phone number of a called party who is unable to accept collect calls, the SmartEvo™ ITS plays the following pre-recorded message to the called party:
"We are sorry, but your telephone number cannot receive collect calls from this facility [the inmate and facility name were announced when the called party originally answered] without prior arrangements with the telephone service provider. Please contact our Customer Care Center at 888-253-5178 or visit our website at www.SmartInmate.com at your earliest convenience. To repeat this information, press "0"."

If the "operator cut through" feature is enabled, the following message is also played to the called party:
"If you would like to speak to a Customer Care Center representative now press "8" now".

If the called party presses "8" on his/her telephone keypad, they will be connected to a live, Customer Care Center service representative to assist with account set-up.

If the "complimentary call" feature is enabled, the inmate can stay on the line and partake in a complimentary call with the called party. When the time allotted for the complimentary call has elapsed, the inmate is disconnected from the call and the SmartEvo™ ITS plays the following pre-recorded message to the called party:
"Your time for this complimentary call is over. Please remember that your telephone number cannot receive collect calls from this facility without prior arrangements with the telephone service provider. Please contact our Customer Care Center at 888-253-5178 or visit our website at www.SmartInmate.com at your earliest convenience. To repeat this information, press "0"."

If the "operator cut through" feature is enabled, the called party is also offered the option to speak to a Customer Care Center representative to assist with account set-up.

The system must notify the called party when they have reached a set balance of its site or personal credit limit. Describe in detail how this is accomplished. Explain, in detail, how the inmate places a call from off-hook to acceptance by the called party. State how long the process takes. State the exact time billing of the call begins.

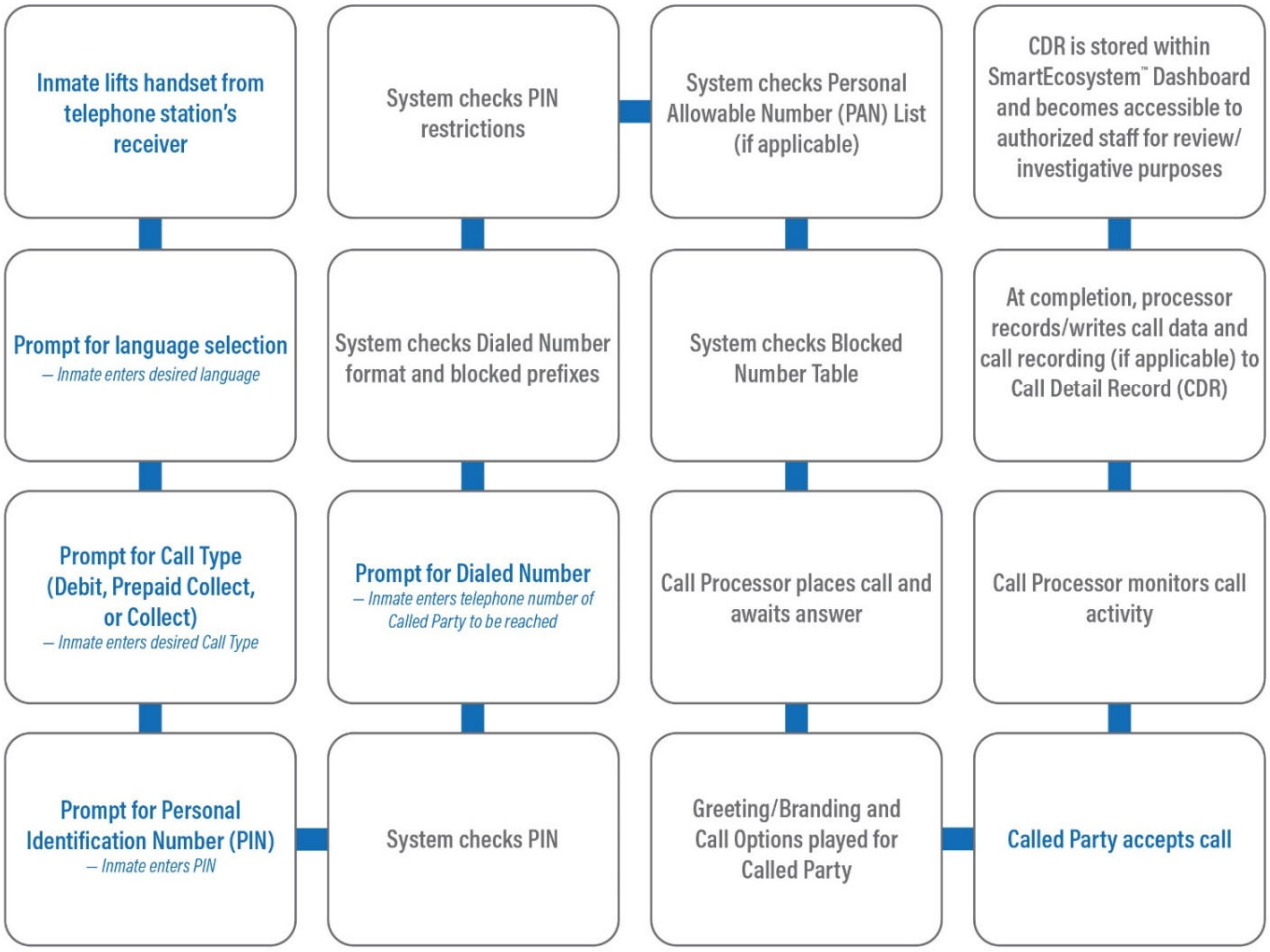
RESPONSE: Confirmed. Smart Communications' SmartEvo™ ITS will notify the end user when they have reached their site or personal credit limit. The end user will be notified of their credit limit prior to accepting a call.

The automated operator gives dialing instructions, call type and language options, error prompts, makes initial contact with the called party and provides information about the call, including inmate name and the name of the facility from which the call is being placed. Inmates and the called party are unable to communicate with one another until after the call has been positively accepted by the called party. It takes approximately 23 seconds to reach the called party acceptance phase after an inmate telephone handset has been taken off-hook.

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SmartEvo™ ITS Representative Call Flow Diagram

If this is the first call attempt to a Called Party, the Called Party would receive an option to connect to a Customer Care Center representative to set up a Prepaid Collect account and may be transferred to se up the account before the call is connected.



Inmate Call Flow and Automated Operator Calling Prompts|

SmartEvo™ ITS call flow and automated operator calling prompts are customizable and can be configured to meet the Division's specific needs or requirements. Typically, the automated operator is configured to play the following prompt immediately after an inmate lifts the handset from the telephone station's receiver:

- *"For English, press 1. [In Spanish] For Spanish, press 2." **NOTE**: Additional languages are available to meet the needs of the Division's inmate population and can be added at the Division's request at **no cost** at any time.*

After the desired language has been entered, the automated operator will prompt the inmate to select their desired call type by stating:

- *"For a collect call, press 0."*
- *"For a debit call, press 1."*

Charges are only incurred once a call has been accepted by the called party.

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Vendors must provide voice biometric technology and associated reporting, that validates identity based on the inmate PIN and/or recording, prior to connecting the call. Explain, in detail, how the voice biometric will provide positive identification of the inmate placing the call. Provide information concerning the biometric registration process and the impact on staff to register the inmate.

RESPONSE: Confirmed. The SmartEvo™ ITS supports our proprietary voice biometrics system, specifically engineered for the corrections market. Our voice biometrics system is fully autonomous and does not require Division staff to operate. When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in the voice biometrics system with clear voice prompts to guide them through the process. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and unlike other technologies, can detect an inmate's attempt to defeat the voice biometrics engine by blowing into the microphone on the telephone handset. To ensure optimal vocal recording clarity, active noise cancellation (ANC) is automatically activated to reduce/filter out background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and is used to verify an inmate's identity whenever they place a call.

The telephone system shall have the capability of detecting when a call is being transferred by a three-way calling system and to block any attempt to transfer a call.

RESPONSE: Confirmed. Smart Communications' patented 3-Way Call Detection System is a highly-effective fraud deterrent. Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques.

The 3-Way Call Detection feature initially analyzes the existing line conditions and uses it as a baseline for the remainder of the call. The SmartEvo™ ITS monitors the call for conditions that indicate that the called party has activated a 3-Way Call or placed the call on hold. When a possible 3-Way Call attempt has been detected, the SmartEvo™ ITS performs the action as programmed by the system administrator:

- Disconnect the call
- Play a single prompt or begin playing a prompt at random intervals during the call
- Take no external action

The Call Detail Record (CDR) includes a field that indicates whether the system detected a 3-Way Call attempt. System administrators can retrieve information about 3-Way Call attempts through the call detail reporting feature.

The system shall prevent any attempted use of a credit device to complete a telephone call.

RESPONSE: Confirmed.

The system must have a pre-recorded message so that when the call recipient answers the telephone, the system will announce the call and inform the called party if the call is collect or pre-paid, name of the facility, and that the telephone call may be monitored and/or recorded. The pre-recorded message must be audible by both the inmate and the call recipient. Pre-recorded messages must be available in English and Spanish. The vendor should include any other languages that the system may have available for the pre-recorded message. The Division also requires a statement once the call is accepted "If you are aware of an inmate threatening self harm please contact the facility."

RESPONSE: Confirmed. During the call setup process, the SmartEvo™ ITS plays a pre-recorded announcement to the inmate and called party that can be customized to suit the specific needs of the Division. An example pre-recorded announcement informing the called party of a collect call is as follows:

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"You have a collect call from {prerecorded inmate name}, an inmate at the [Customer's Detention Center Name]. If you accept this call, any attempt to use 3-way or call waiting will automatically disconnect the call. This call is also subject to being recorded or monitored, except for privileged communications between attorney and client. The cost for this call will be {x} cents for the first minute and {x} cents for each additional minute."

All pre-recorded announcements and voice prompts are offered in English and Spanish. Smart Communications' Network Operations Center (NOC) will work with the Division to make changes to the messages, as required.

In compliance with FCC regulations, the system must be capable of informing the called party of the amount that will be billed for the call prior to acceptance of the call. State how the system accomplishes this. Indicate vendor's compliance with FCC regulations.

RESPONSE: Confirmed. Before a call is positively accepted, called parties are provided the option of obtaining call type and rate details from the SmartEvo ™ ITS automated operator.

During the initial greeting message, the automated operator will announce the following:
"To obtain call type and rate information for this call, dial "3" now."

When this option is selected, the automated operator will announce the following:
"The cost for this [call type] call will be [x] dollars and [xx] cents for the first [y] minute(s) and [x] dollars and [xx] cents for each additional {y} minute."

The automated operator also provides called parties with options to accept or reject the call:
"To accept this call, dial "1" now. To reject this call, dial "2" now."

Called parties must positively accept a call (press "1" on their telephone keypad) to allow any communication with an inmate to take place. Charges are only incurred once a call has been accepted by the called party.

Smart Communications complies with all FCC fees, reporting and filling requirements. The fees charged by Smart Communications to users will not exceed those mandated by applicable tariffs and/or any rules of the Public Utilities Commission and Federal Communication Commission for all services.

After the dialing sequence, the inmate must be put "on hold," but must be able to monitor call progress without being able to communicate with the called party, until the call is positively accepted by the called party. Describe the voice prompts the system uses to inform the inmate of call progress/call denial.

RESPONSE: Confirmed. By default, the inmate is placed on hold after their PIN is validated. The option to have the inmate remain muted while being able to hear the call progress can be configured if required.

Inmate Call Flow and Automated Operator Calling Prompts|
SmartEvo™ ITS call flow and automated operator calling prompts are customizable and can be configured to meet the Division's specific needs or requirements. Typically, the automated operator is configured to play the following prompt immediately after an inmate lifts the handset from the telephone station's receiver:

- *"For English, press 1. [In Spanish] For Spanish, press 2." **NOTE**: Additional languages are available to fit the needs of the Division's inmate population. Additional languages may be added at the Division's request at **no cost** at any time.*

After the desired language has been entered, the automated operator will prompt the inmate to select their desired call type by stating:

- *"For a collect call, press 0"*
- *"For a debit call, press 1."*

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Inmate Collect Call Option Call Flow/Prompts	Inmate Debit Call Option Call Flow/Prompts
"Please enter your inmate number followed by your 4-digit PIN now." **If voice biometrics is being used, the automated operator will play the following prompts**: *"You will be asked to verify your voice now. Please say your name after the beep"* and *"Please say the facility name after the beep."* **Afterwards, the automated operator will play the following prompt**: *"Please enter the area code and telephone number you are trying to reach now."* **After the telephone number has been entered, the automated operator will play the following prompt**: *"This call is subject to monitoring and recording. To continue, press 1. To disconnect press 2."* **If the inmate chooses to continue the call, the automated operator will play the following prompt**: *"You may hear silence during the acceptance of your call. Please continue to hold."* **If the inmate chooses to disconnect the call, the automated operator will play the following prompt**: *"Your call cannot be completed. Please hang-up and try your call again."*	*"Please enter your inmate number followed by your 4-digit PIN now."* **After the inmate enters their PIN, the automated operator states their debit call account balance**: *"You have (X) dollars and (X) cents."* **Afterwards, the automated operator will play the following prompt**: *"Please enter the area code and telephone number you are trying to reach now."* **After the phone number is entered, the automated operator will provide the inmate with the following**: *"This call will cost (X) cents per minute, plus any additional telecom and sales tax."* **If voice biometrics is being used, the automated operator will play the following prompts**: *"You will be asked to verify your voice now. Please say your name after the beep"* and *"Please say the facility name after the beep."* **The automated operator will then play the following**: *"This call is subject to monitoring and recording. To continue, press 1. To disconnect press 2."* **If the inmate chooses to continue the call, the automated operator will play the following prompt:** *"You may hear silence during the acceptance of your call. Please continue to hold."* **If the inmate chooses to disconnect the call, the automated operator will play the following prompt**: *"Your call can not be completed. Please hang-up and try your call again later."*

Called Party Call Flow and Automated Operator Calling Prompts|

The following table provides examples of the call flow and automated operator calling prompts when a called party (i.e., family member or friend) receives a call from an inmate via the SmartEvo™ ITS. Please note that this flow and prompts can change depending on the features and capabilities selected by the Division.

Called Party Collect and Debit Call Flow and Prompts	Called Party Debit Call Flow and Prompts
When a call is answered, the called party is greeted by the automated operator, which plays the following: *"Hello. This is a collect call from (pre-recorded Inmate Name), an inmate at the (pre-recorded Facility Name). If you accept this call, any attempt to use 3-way call waiting will automatically disconnect the call. This call is also subject to being recorded and monitored except*	**When a call is answered, the called party is greeted by the automated operator, which plays the following**: *"Hello. This is a debit call from (pre-recorded Inmate Name), an inmate at the (pre-recorded Facility Name). If you accept this call, any attempt to use 3-way call waiting will automatically disconnect the call. This call is also subject to being recorded and monitored except*

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*for privileged communications between attorney and client. If you wish to accept this call as a collect call, dial 1 now. To reject this call, dial 2 now. To obtain rate information for this call, dial 3 now. To block your number from further calls from this facility, dial *9 to reach our Customer Care Center now.*	*for privileged communications between attorney and client. If you wish to accept this call as a debit call, dial 1 now. To reject this call, dial 2 now. To obtain rate information for this call, dial 3 now. To block your number from further calls from this facility, dial *9 to reach our Customer Care Center now.*

The automated operator of the SmartEvo™ ITS can be configured to interject pre-programmed announcements (aka Voice Overlays) that are heard by both the inmate and called party at random or pre-selected intervals throughout the call, as designated by the Division. For example, one minute before the maximum call duration is reached, a Voice Overlay stating "*One minute remaining*" may be played.

If a call does not go through, the inmate will hear one of the following voice prompts, depending on the situation:

- **No Answer**: "*The party you have called did not answer; please try again later.*"
- **Called Party Refused Charges**: "*The charges for your call have been refused.*"

Please note that SmartEvo™ ITS automated operator voice prompts/messages and call flow processes are customizable and be configured to meet the Division's specific needs or requirements.

The system must allow for a call duration time limit of twenty (20) minutes and a voice message must notify both parties one minute prior to call termination that the call will terminate in sixty seconds. The system must be adjustable to accommodate for changes at the Division's discretion. Describe how parties are notified of call termination. Indicate the options available to detention staff.

RESPONSE: Confirmed. The SmartEvo™ ITS will play a notification message to both the inmate and called party one-minute prior to the call duration time limit being reached. When the call duration time limit is reached, the call will automatically be terminated. The time at which the notification message is played during a call and the call duration time limit can be adjusted at any time via the secure, web-based SmartEcosystem™ Dashboard.

The system must allow the Division to turn the telephone(s) off by system, housing unit, and/or individual telephone. Explain, in detail, the system's capabilities and limitations for turning inmate telephones off.

RESPONSE: Confirmed. The SmartEvo™ ITS can be manually turned on/off (shut down) by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at Division-designated locations. Manual on/off controls can be configured by individual telephone, telephone group or the entire telephone system.

Explain the vendor's capabilities and limitations for blocking telephone numbers. The Division, the vendor or the called party must be able to implement a block on telephone numbers. Indicate the average amount of time required to implement a block. Explain the procedure and time required to block a number in the event of an emergency.

RESPONSE: Confirmed. The SmartEvo™ ITS provides full control of blocked number lists whether the number is blocked by inmate PIN, specific phones or system wide. Numbers can be blocked by the called party, a Smart Communications Customer Care Center representative or by authorized Division staff. Before the called party accepts a call, they have an option to block further calls from the facility by dialing "7." Authorized staff can manage blocked numbers in real time via the "Global Numbers" page in the SmartEcosystem™ Dashboard.

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The system shall detect the difference between an accepted call, and an answering machines, busy signal, or other telephone activity. Please describe in detail.

RESPONSE: Confirmed. The proposed SmartEvo™ ITS utilizes digital network signaling along with digital signal processing (DSP) of in-band audio information to distinguish between standard or irregular busy signals, standard and irregular ringing signals, digital voicemail, cellular telephones, operator intercepts, and pagers and provides a digital message to the ITS. DSP Voice detection can isolate simple hello greetings from longer answering machine messages. The SmartEvo™ ITS call detail records will indicate any of these conditions if the call did not go through to provide accurate information on each call attempt.

Explain the procedure to request that a telephone number be un-blocked and by whom. Indicate the average amount of time required to implement the un- block procedure.

RESPONSE: Authorized Division staff can manage blocked numbers in real time via the SmartEcosystem™ Dashboard.

The system must have automatically-timed turn on/off features adjustable for different days of the week and programmable by each housing unit.

RESPONSE: Confirmed. The SmartEvo™ ITS features programmable automated on/off (shut down) controls. Automated on/off controls can be scheduled for a specific inmate or group of inmates, an individual telephone or group of telephones, or the entire telephone system on a daily, weekly, monthly or annual basis.

The Division grants free local telephone calls for inmates in the Intake Area. As such, the vendor must provide inmate telephones in the Intake Area that are capable of outgoing local telephone calls at no charge to the inmate or Division.

RESPONSE: Acknowledged and agreed.

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The Division reserves the right to designate telephone numbers that may be called by inmates at no charge to the inmate or Division, such as the Fayette County Legal Aid Society and local PD tip line, jail investigative numbers.

RESPONSE: Confirmed. During installation, the SmartEvo™ ITS will be configured to support free calls based on the preferences of the Division. For identification and investigative purposes, Smart Communications recommends that an inmate be required to enter his/her inmate PIN to place a free call. All non-privileged free calls will be recorded in the same manner as billable call types.

Describe, in detail, how your system uses personal identification numbers (PINs). Provide the processes the inmate uses to make calls using a PIN. This should be an automatic process eliminating manual entry by the facility. The PINs are currently generated by the Division's commissary provider (Trinity Services Group) and that information is shared with the phone service provider. Provide the procedures for continuing the integration of a real-time interface between the vendor's inmate telephone system and the Division's commissary provider's system (Trinity Services Group) for commissary ordering and account balance retrieval.

RESPONSE: Confirmed. The use of Personal Identification Numbers (PINs) is an integral part of the proposed SmartEvo™ ITS. A unique PIN is assigned to each inmate, linking the inmate to a telephone account allowing them to make telephone calls. The PIN is created at the time of booking and is disabled at the time of discharge.

The inmate's PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by the inmate. All PINs are logged for the purpose of tracking, regardless of whether a call was monitored or recorded.

The Division can choose one of the following three primary modes of PIN operation to a single phone or group of phones in a facility:

1. **Open PIN**: An "*Open PIN*" has no inmate-specific calling restrictions. Calls made by an inmate with an "*Open PIN*" are regulated only by global restrictions that apply to all inmate calls (e.g., blocked numbers, maximum call duration, etc.). For example, an "*Open PIN*" allows the inmate to call any number other than those globally blocked for all inmates. In this case, the PIN serves to identify the inmate caller for investigative and other purposes.
2. **Restricted PIN**: A "*Restricted PIN*" has inmate-specific restrictions assigned. Personal restrictions that can be assigned include personal allowed numbers (PANs) and personal blocked numbers. At the Division's discretion, an inmate's personal restrictions can over-ride certain global restrictions.
3. **Closed PIN**: A "*Closed PIN*" is one that is suspended or deactivated for disciplinary or other reasons. The "*PIN Lock-Out*" feature of the SmartEvo™ ITS is used to block the inmate from making calls for a specified period of time, after which the system automatically reactivates the PIN. During the lock-out period, the system will not process a call attempt initiated with the suspended PIN. A deactivated PIN will remain deactivated until the specified reactivation date or manually reactivated by authorized staff.

The SmartEvo™ ITS provides a flexible suite to facilitate interfacing with third party systems such as JMS, OMS and inmate trust applications. With support for real-time modern SOAP and Restful Web Services, legacy flat file support, including data translation and mapping tools, and over 30 years of experience, nearly any interface can be achieved by our Network Operations Center (NOC) team. The SmartEvo™ ITS can be interfaced at multiple points in your daily workflow and allow automatic updates of the following:

- Automatic PIN Phone account creation during the booking process
- PIN Enable and Disable for release to court or other temporary inmate transfers
- Automatic housing relocation tracking
- Instant PIN Phone account deposits and credits

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Provide the procedures for the integration of a real-time interface between the vendor's inmate telephone system and the Division's commissary provider's system (Trinity Services Group) to administer inmate prepaid calls on an automated basis.

RESPONSE: The procedures for integrating a real-time interface between Smart Communications' SmartEvo™ ITS and the Trinity Services Group's commissary system used by the Division to administer prepaid calls on an automated basis involves:

1. Identification of technical specifications, APIs, data formats, authentication mechanisms, and communication protocols required for integration.
2. Determination of communication protocols (e.g., RESTful API, SOAP, FTP, etc.) mutually shared by both systems.
3. Creation of a data mapping document that outlines how data will be exchanged between the systems.
4. Development of integration logic (custom code) to implement functionality to trigger and process inmate prepaid call transactions placed through the commissary system in real-time.
5. Development of error handling mechanisms and logs to deal with and track issues, such as failed API calls, data inconsistencies or system downtimes.

Once these tasks are complete, the integration will be thoroughly tested in a controlled environment by being subjected to various test scenarios (i.e. successful transactions, error cases, edge cases, etc.) to verify proper performance. After proper performance has been verified, the integration will be transitioned to the production environment for inmate use. During initial deployment, the integration will be closely monitored by Smart Communications' technical staff to identify any issues. Any issues identified or experienced at any time will be promptly resolved.

The Division desires the ability for inmates to receive voice mail messages. The Division desires the ability for inmates to receive e-mail messages and have the opportunity to respond to those messages.

RESPONSE: The SmartEvo™ ITS Voicemail Exchange (VMX™) feature allows family and friends to leave a voicemail message directly for an inmate to schedule a phone call or visitation, or check in and say "hello." This eliminates the need for facility staff to receive, manually record and relay these messages to inmates. Administrators can also utilize this feature to communicate important messages to a single inmate, specific group of inmates or all inmates simultaneously.

Smart Communications will also provide our SmartInmate™ Electronic Messaging System, the first two-way electronic messaging system developed exclusively for corrections. This highly intelligent and field-proven system allows inmates to stay in contact with their friends and family via a controlled electronic messaging platform like email; it was invented by Smart Communications and launched in 2009.

SmartInmate™ has many built-in investigative features that make the system an invaluable intelligence-gathering, crime solving and powerful crime prevention tool. For example, SmartInmate™ can automatically monitor and send instant notifications when messages containing investigator-defined keywords or names are transmitted, or inmates being shadowed under investigation send or receive messages or connect with a new public user. Furthermore, SmartInmate™ messages are fully keyword searchable. Keywords are highlighted in the search results to allow investigators to quickly locate content of interest.

SmartInmate™ also collects statistics, data and information on public users in the community that are in communication with inmates at your agency. Information such as connected inmates, phone numbers, IP-addresses, email addresses, credit card and bank information, GPS locations, devices used and more.

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The vendor must describe how future telephone and monitoring system upgrades will be made available and installed after the initial installation of the system and prior to the end of the first three (3) year contract cycle. Upgrades to the system should be kept current with other detention agency systems in the United States. When another agency's system is upgraded during the term of its contract, the Division's system should be upgraded to the same level as the other institution within ninety (90) days. These upgrades must be at no cost to the Division.

RESPONSE: Confirmed. Smart Communications is committed to delivering new technologies and system improvements to our clients as soon as they are available. We schedule quarterly releases of application upgrades, including an annual major version update. Hot issues or emergency feature requests are incorporated into our development cycle or released as system patches; all changes are subject to the same strict development process. Between scheduled updates, minor system patches may be applied as needed to incorporate urgent client feature requests. All system patches and upgrades are provided at ***no cost***.

Inmate Tablets

The Division currently has tablets distributed to the inmate population. Current methodology allows the inmate's friend/family to lease the tablet for the inmate on a monthly basis. The Division wishes to move from this model of tablet distribution to the following: Up to 12 tablets per sub day room for inmate usage with charging stations in each sub day room.

RESPONSE: Acknowledged and agreed.

Please explain in detail your tablet program, programs available to the inmate population, costs/rewards associated with the inmate programming.

a. Vendor shall provide tablets for the inmate population and Officer tablets, these tablets shall be Wi-fi enabled.

RESPONSE: Acknowledged and agreed.

b. Vendor shall provide tablet distribution and refurbishment at no cost.

RESPONSE: Acknowledged and agreed.

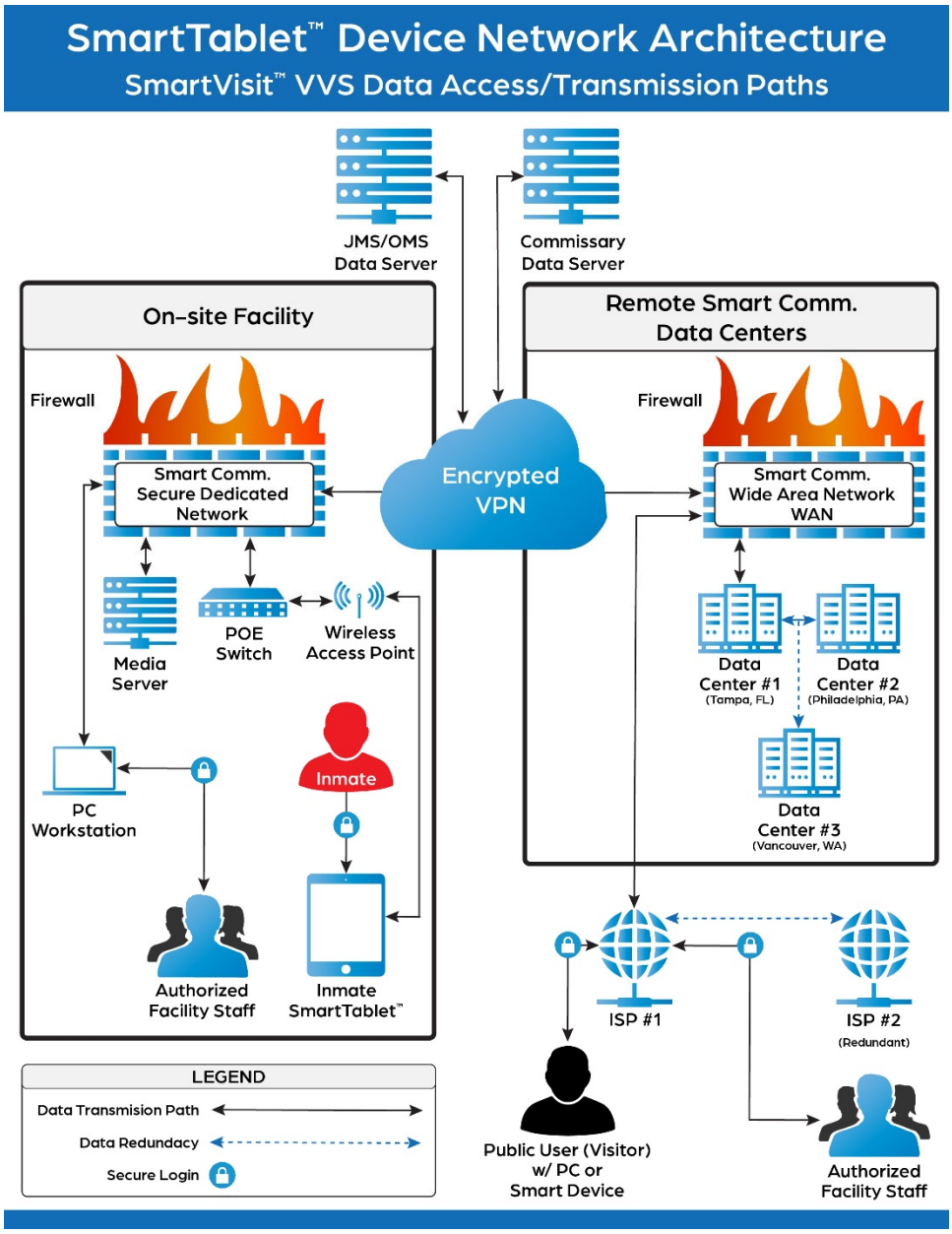
c. Vendor shall provide secruity measures which prevent inmates from network breach. Please describe in detail how this solution is provided.

RESPONSE: Smart Communications' SmartTablet™ device operating system and application software are custom designed and purpose-built for exclusive use within a corrections environment. All operating system configurations, customizations and modifications are performed in-house by our engineering team. The following firmware hardening measures are employed to maximize device security and control:

- Customized version of Android OS version 10 does not feature the browser, contacts, native phone or messaging clients found on consumer-grade tablets
- Inmates have no access to any device settings (other than common preferences, like volume and display rotation/brightness control)
- No near field communication (NFC) features or cellular wireless radio components
- Custom bootloader is locked down to prevent unauthorized program installation and authorized apps/ system updates are pushed over the air (OTA) under the control of our secure management system
- Inmates have no access to third-party app stores

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Our SmartTablet™ devices are equipped with our proprietary operating system that will only allow the devices to connect to our dedicated and secure wireless network within the facility. Smart Communications utilizes the latest and best network security practices to prevent unauthorized access by individuals, applications and devices. Each access point is configured with an SSID and security key, and uses WPA-PSK encryption to secure access to the network and encrypt traffic while it is in the air. Our network security measures also include firewalls for local DHCP service and DNS resolution as advanced Local Area Network (LAN), Wide Area Network (WAN) and Floating Rulesets.



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d. Vendor shall provide 3 references where tablets have been implemented for greater than 6 months.

RESPONSE: Smart Communications is proud to present the following three client partner references in which SmartTablet™ devices have been implemented for longer than six months:

REFERENCE #1	
Facility Name:	Southwest Virginia Regional Jail Authority (SWRJA)
Address/Location:	15205 Joe Derting Dr., Abingdon, VA 24210
ADP and Jail Capacity:	**ADP**: 2,114 | **Capacity**: 2,525 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services; included installation of 241 ITS phone stations, 601 inmate tablets and 103 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, MailGuardLegal, SmartVisit™ VVS, SmartRequest™, SmartEd™, SmartEntertainment™, SmartLaw™, SmartTablet™ and SmartKiosk™ Devices
Primary Point of Contact:	Asst. Administration Lt. Col. Dwayne Lockhart
POC Phone and Email:	276-739-3520 ext. 5008 | dlockhart@swvrja.com
Go-Live Date:	11/18/20

REFERENCE #2	
Facility Name:	Brevard County Jail
Address/Location:	860 Camp Rd., Cocoa, FL 32927
ADP and Jail Capacity:	**ADP**: 1,564 | **Capacity**: 2,000 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services; included installation of 240 ITS phone stations, 653 inmate tablets and 55 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, MailGuardLegal, SmartVisit™ VVS, SmartRequest™, SmartLaw™, SmartTablet™ and SmartKiosk™ Devices
Primary Point of Contact:	Maj. Vere Samuel
POC Phone and Email:	321-690-1500 | vere.samuel@bcso.us
Go-Live Date:	12/09/21

REFERENCE #3	
Facility Name:	Fairfax County Adult Detention Center
Address/Location:	10520 A Judicial Dr., Fairfax, VA 22030
ADP and Jail Capacity:	**ADP**: 576 | **Capacity**: 1,260 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services; included installation of 43 ITS phone stations, 293 inmate tablets and 130 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, SmartVisit™ VVS, SmartRequest™, SmartLaw™, SmartTablet™ and SmartKiosk™ Devices
Primary Point of Contact:	Captain Charles Oakley
POC Phone and Email:	703 246-4429 | charles.oakley@fairfaxcounty.gov
Go-Live Date:	04/14/21

Please note that Smart Communications' technologies and services, including over 1,200 SmartTablet™ devices, were implemented at the Louisville Metro/Jefferson County Department of Corrections in September of 2023.

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***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

e. Tablets should be capable of integrating with the current JMS or other systems as applicable.

RESPONSE: Confirmed.

f. Minimum capabilities:

1) Phone calling;
2) job search application;
3) law library application;
4) pod casts; music;
5) re-entry assistance;
6) religious application;
7) mental health services;
8) educational programming.
9) Capability of inmates completing and submitting sick call requests
10) filing of complaints/grievances.
11) The facility must have the capability of adding documents/information distribution to the tablets (i.e. Inmate handbook).
12) Tablets must provide live monitoring capabilities.
13) General mail correspondence scanned at an off site location.
14) Inmate Legal Mail Kiosk.
15) Charging stations in all sub day rooms.
16) One for one inmate tablets afforded to all inmates.
17) Officer tablets shall have total control of inmate tablets.
18) Vendor tablet content is to be dual proxied and protected against DNS spoofing.

RESPONSE: Confirmed. Our SmartTablet™ devices can be configured to include the following applications:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and Division staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.

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- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.
- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.
- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the incumbent inmate banking/trust commissary vendor to provide the appropriate data feed.*
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access.
- **Rewards**: The SmartTablet™ devices can be configured to include our SmartRewards™ program. SmartRewards™ is an incentive program that rewards inmates who accomplish certain educational goals by providing them with complimentary access to SmartEntertainment™ premium content or free SmartInmate™ Electronic Messages.

The SmartTablet™ devices are administered via our secure, web-based SmartEcosystem™ Dashboard. Authorized users can enable or disable SmartTablet™ device login and application accessibility per inmate, per housing unit or facility-wide. A scheduling system can also automatically deny device access during pre-defined times, such as meals, counts, lockdown times, etc. SmartTablet™ devices can also be disabled on-demand through self-service management tools when needed by administration for emergencies, unscheduled transports, etc.



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Video Visitation

Please explain in detail the methods of video visitation offered to the Division, inmate population, and general public. Include the amount of time required to administer the video visitation program and disclose all one time and ongoing costs, if any, to the Division, the offender and/or the general public.

RESPONSE: Smart Communications' SmartVisit™ VVS is a fully IP-based platform and is managed through the secure, web-based SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard can be accessed by authorized users from a single or multiple dedicated monitoring terminals or through a secured internet connection from a desktop, laptop or remote means. Most administrative tasks require little time to configure and are implemented in real time.



Smart Communications' SmartVisit™ VVS supports both on-site and remote visits. Visitors can manage their account, schedule a visit or conduct a SmartVisit™ VVS session on-site via a SmartKiosk™ or remotely from a PC at www.SmartInmate.com.

- **Register**: Public users can create an account at SmartInmate.com where they are prompted to provide basic contact information, and create a unique username and password. The information provided is used for account verification, activation, log in and identification purposes. After an account has been created, the system automatically sends an email or text message with an activation code that is used to verify and activate the account.
- **Schedule**: The web-based, user-friendly Visitation Scheduler application includes conflict checking algorithms to ensure video visitation stations are available at the times requested. After the public user selects the location they want to visit from and the inmate they want to visit, they are provided with a list of available visitation dates and time slots.
- **Initiate**: One hour before the scheduled video visitation, the visitor receives an email or text message visitation reminder. After logging in to their SmartInmate.com account, the visitor can initiate the video visitation session when the status icon displays "READY – BEGIN VISIT." Once initiated by the visitor, the session will commence as soon as the inmate logs in to their visitation terminal or tablet device.

Smart Communications' SmartKiosk™ visitation station will be mounted inside the inmate housing units so inmates do not need to be moved out of the secure area to conduct visits. When not in use, the SmartKiosk™ visitation station displays the schedule for its visits for the current day. Division staff can check the visitation schedule for the current day via the SmartEcosystem™ Dashboard and summon the inmate to the appropriate visitation session at the scheduled time. The SmartVisit™ VVS will automatically launch the visit based on the SmartKiosk™ station location and availability and will automatically terminate the session at the end of the scheduled visit period. SmartVisit™ VVS also allows Division staff to launch visits manually or terminate visits prior to the allotted time. SmartVisit™ VVS is also available on our SmartTablet™ devices.

SmartVisit™ VVS also allows inmates to initiate video visitation sessions on demand with an approved contact from a SmartKiosk™ or SmartTablet™ device. After a request has been submitted, the visitor is sent an email or text with the inmate's request to visit. The visitor clicks the link in the email or text to initiate the visit with the inmate. The visitor has up to three minutes to initiate the visit once the request is sent.

a. Vendor must demonstrate software that has been provided consistently over the past 36 months.

RESPONSE: Below is a partial list of client partner facilities in which Smart Communications' proposed SmartVisit™ VVS has remained fully operational for over five years.

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Facility Name	City/State	SmartVisit™ VVS "Go-Live" Date
Western Virginia Regional Jail	Salem, VA	7/28/16
Marion-Walthall Correctional Facility	Columbia, MS	11/6/17
Miller County Jail	Texarkana, AR	1/16/18
White County Jail	Searcy, AR	2/28/18
Robeson County Jail	Lumberton, NC	8/17/18

For point of contact details and additional SmartVisit™ VVS client partner facilities, please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***."

IMPORTANT NOTE: *Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

b. Software must be updated on a regularly-scheduled plan at a minimum of three times per year.

RESPONSE: Confirmed. Smart Communications is committed to delivering new technologies and system improvements to our clients as soon as they are available. We schedule quarterly releases of application upgrades, including an annual major version update. Hot issues or emergency feature requests are incorporated into our development cycle or released as system patches; all changes are subject to the same strict development process. Between scheduled updates, minor system patches may be applied as needed to incorporate urgent client feature requests. All system patches and upgrades are provided at ***no cost***.

c. The system shall include: visitation scheduling, user management, and policy management software, must be web-based and allow for the Division to administer visitation sessions and visitation operations based on the Division's policies.

RESPONSE: Confirmed. SmartVisit™ VVS is managed via our secure, web-based SmartEcosystem™ Dashboard. Authorized users can access the SmartEcosystem™ Dashboard from any PC with an active Internet connection, on or off the network. Smart Communications will work directly with the facility to set up a secure connection.

d. Visitation sessions shall connect automatically without any intervention from the Division.

RESPONSE: Confirmed. After a SmartVisit™ video visitation session has been initiated by the visitor, the system will wait for the inmate to log in to their video visitation terminal or tablet device. The video visitation will commence automatically as soon as both parties are logged in and present without staff intervention.

e. The inmate interface must have a multi-lingual interface (English and Spanish at a minimum).

RESPONSE: Confirmed. The SmartKiosk™ and SmartTablet™ devices have a multi-lingual interface that can be selected to be displayed in English or Spanish.

f. The system should provide web-based visitation scheduling for authorized users utilizing any standard web browser.

RESPONSE: Confirmed. Authorized facility staff can review/approve public user visitation requests, schedule a visit on behalf of a public user and access a list of all upcoming visitations via the SmartEcosystem™ Dashboard,

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Schedule a New Visit | Export:

Visit Date/Time	Duration	Inmate	Public User	QuickCode	Housing	Type	Status
09/02/2021 1:00:00 PM	15			545 951	D-600	Remote	Scheduled
09/02/2021 1:30:00 PM	15			708 625	D-300	Local/Onsite	Scheduled
09/02/2021 3:00:00 PM	15			168 955	D-400	Remote	Scheduled
09/02/2021 4:30:00 PM	15			159 068	D-300	Remote	Scheduled
09/02/2021 4:45:00 PM	15			398 519	C-800	Remote	Scheduled
09/02/2021 5:45:00 PM	15			579 334	C-700	Remote	Scheduled
09/02/2021 6:00:00 PM	15			744 429	C-900	Remote	Scheduled
09/02/2021 6:00:00 PM	15			386 736	C-700	Remote	Scheduled
09/02/2021 6:00:00 PM	15			286 334	D-200	Remote	Scheduled
09/02/2021 6:15:00 PM	15			996 150	D-700	Remote	Scheduled
09/02/2021 6:30:00 PM	15			425 996	D-800	Remote	Scheduled
09/02/2021 7:00:00 PM	15			913 222	C-100	Remote	Scheduled
09/02/2021 8:00:00 PM	15			266 209	C-200	Remote	Scheduled

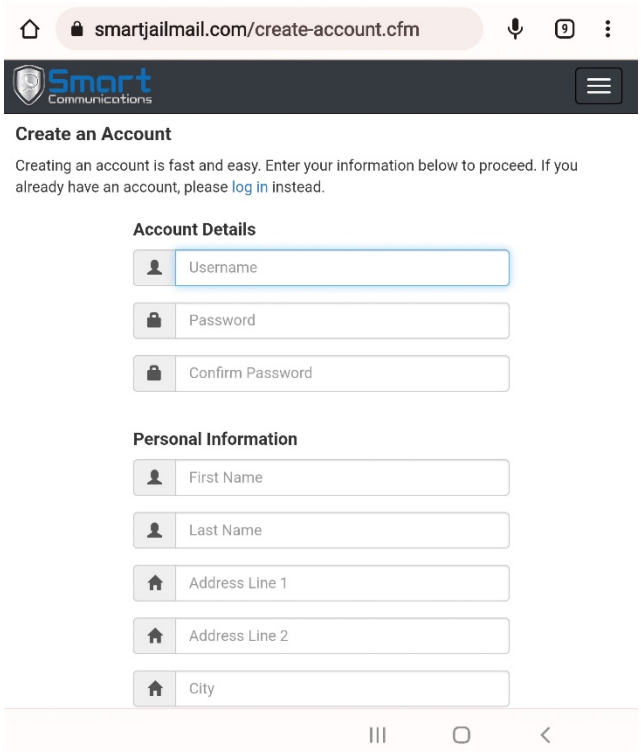
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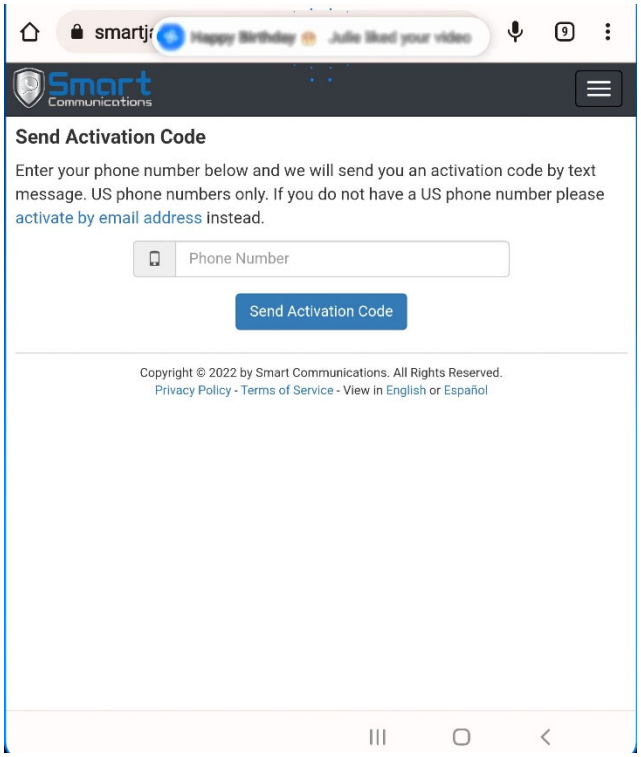
g. The system must allow users to easily and simply schedule visitation sessions.

RESPONSE: Confirmed. SmartVisit™ VVS sessions are scheduled via Smart Communications' robust web-based Visitation Scheduler application. This web-based design allows public users to schedule a video visitation session from a PC, smartphone or tablet with an active Internet connection, or a facility lobby kiosk. Visitations may also be scheduled by authorized facility via the SmartEcosystem™ Dashboard. The Visitation Scheduler employs an intelligent, conflict-checking algorithm that only allows a video visitation session to be scheduled when the on-site hardware required to facilitate the visit is available.

To schedule a SmartVisit™ VVS session, the public user must create a SmartInmate.com account. During the account creation process, the user is prompted to provide basic contact information, and create a unique username and password. The information provided is stored in the system and used for account verification, activation, log in and identification purposes. After an account has been created, the system automatically sends an email or text message with an activation code that is used to verify and activate the account.

SmartInmate™ Account Creation Sample (Mobile Device Screenshots)|

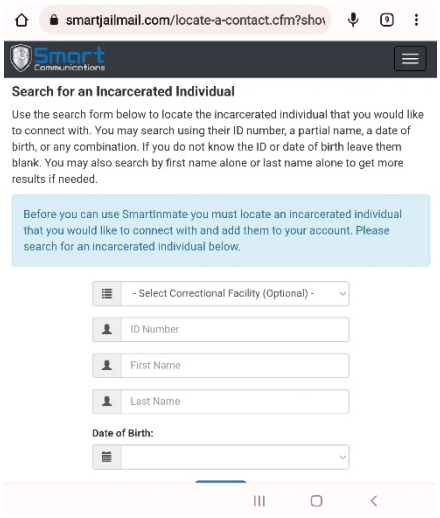


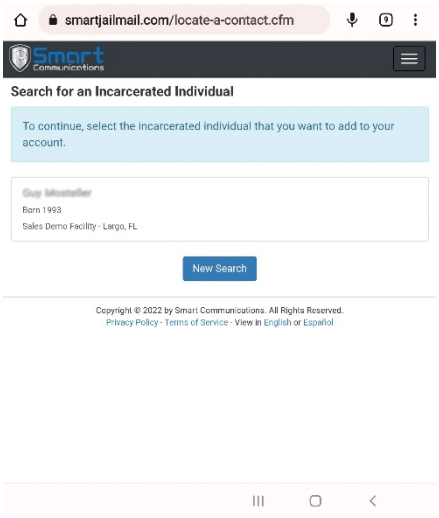


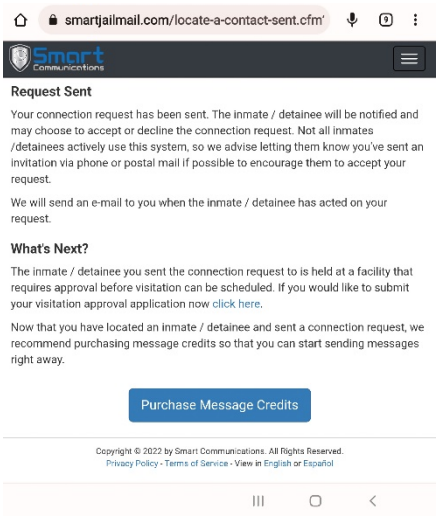
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Once activated, the user can log in to their SmartInmate.com account, use the inmate locator search tool to find the inmate they want to connect with and send the inmate a "*connection request*." After the inmate approves a "*connection request*," the user will be allowed to schedule video visitation sessions with the inmate.

SmartInmate™ Inmate Search/Send Connection Request Sample (Mobile Device Screenshots)|

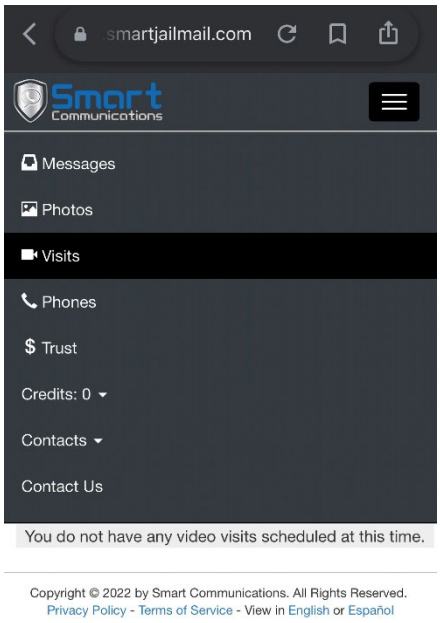




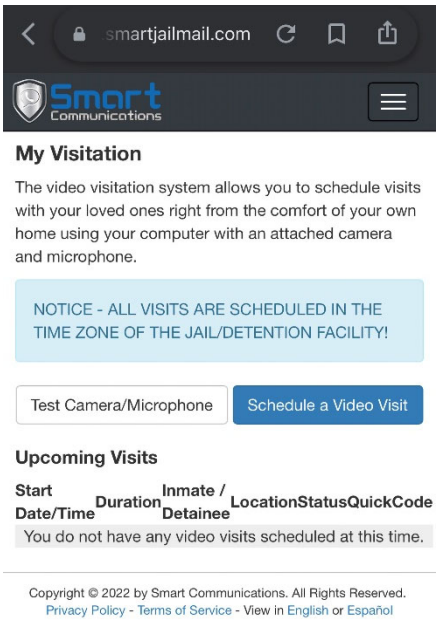


Individuals can schedule on-site or remote video visitation sessions with an inmate they are "*connected*" with by logging in to their SmartInmate.com account and following the procedures below:

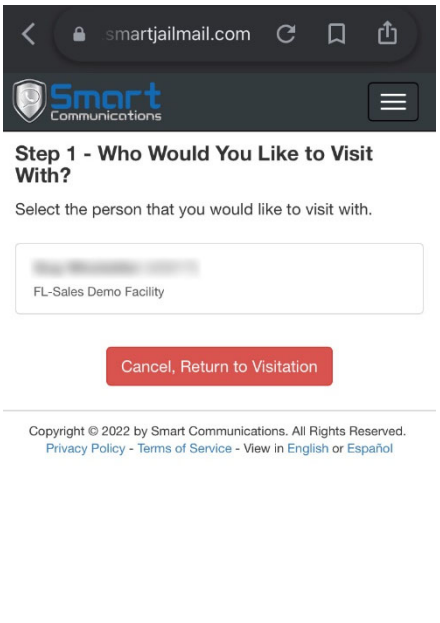
1. Select "Visits" menu list|



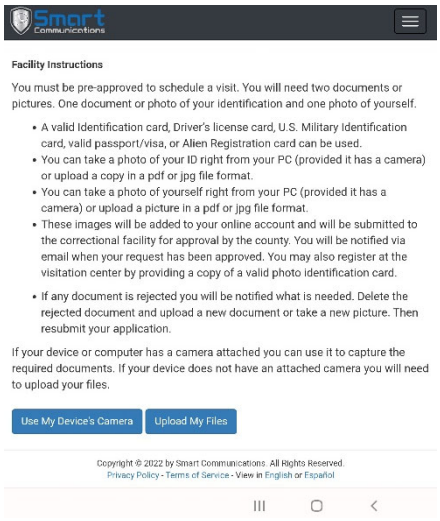
2. Select "Schedule a Video Visit"|



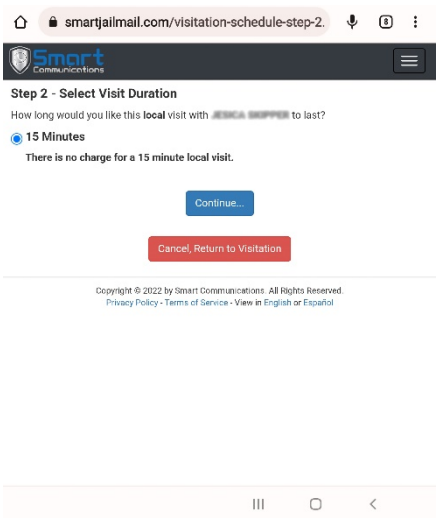
3. Select the inmate|



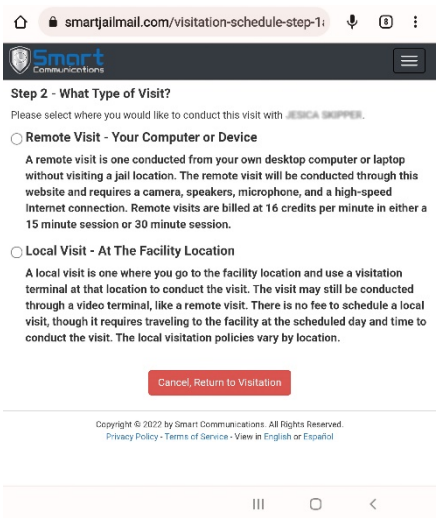
4. Upload verification materials and information (optional)|



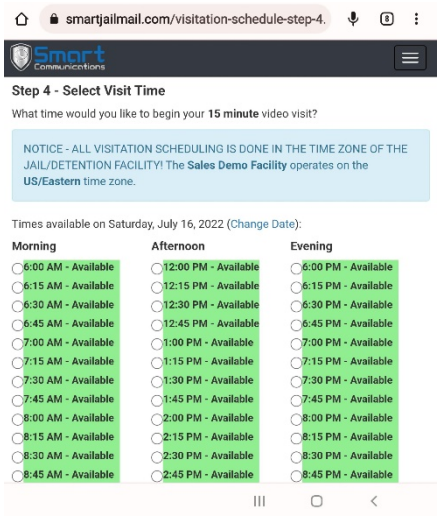
5. Select visitation duration option|



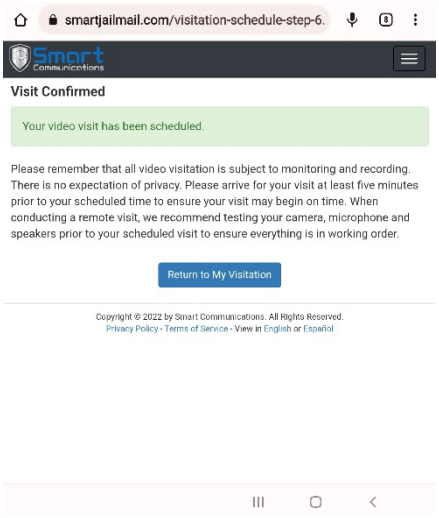
6. Select visitation type (On-site/ Local or Remote)|



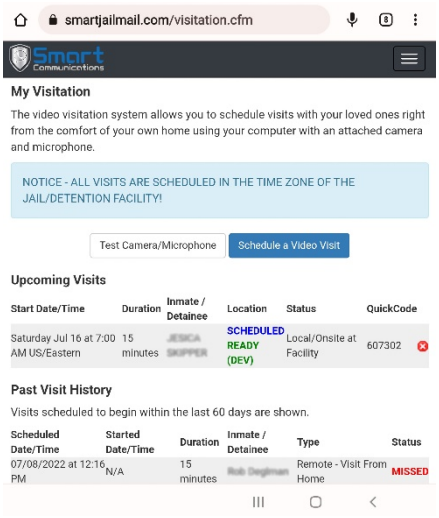
7. Select visitation date and time|



Visitation confirmed|



Visitation schedule/history|



h. Remote video visitation sessions must be able to be conducted in both Android and Apple formats for smartphones and tablets.

RESPONSE: Confirmed.

i. The system must require visitors to provide both a photo of themselves and photo of identification (state issued ID, drivers license, military ID) during registration for Division staff approval prior to a visitation session.

RESPONSE: Confirmed. Our SmartVisit™ VVS supports optional, more stringent scheduling procedures which require public users to provide identifying materials, such as a driver's license, official photo ID, photo or other documentation before they can schedule a video visitation with an inmate.

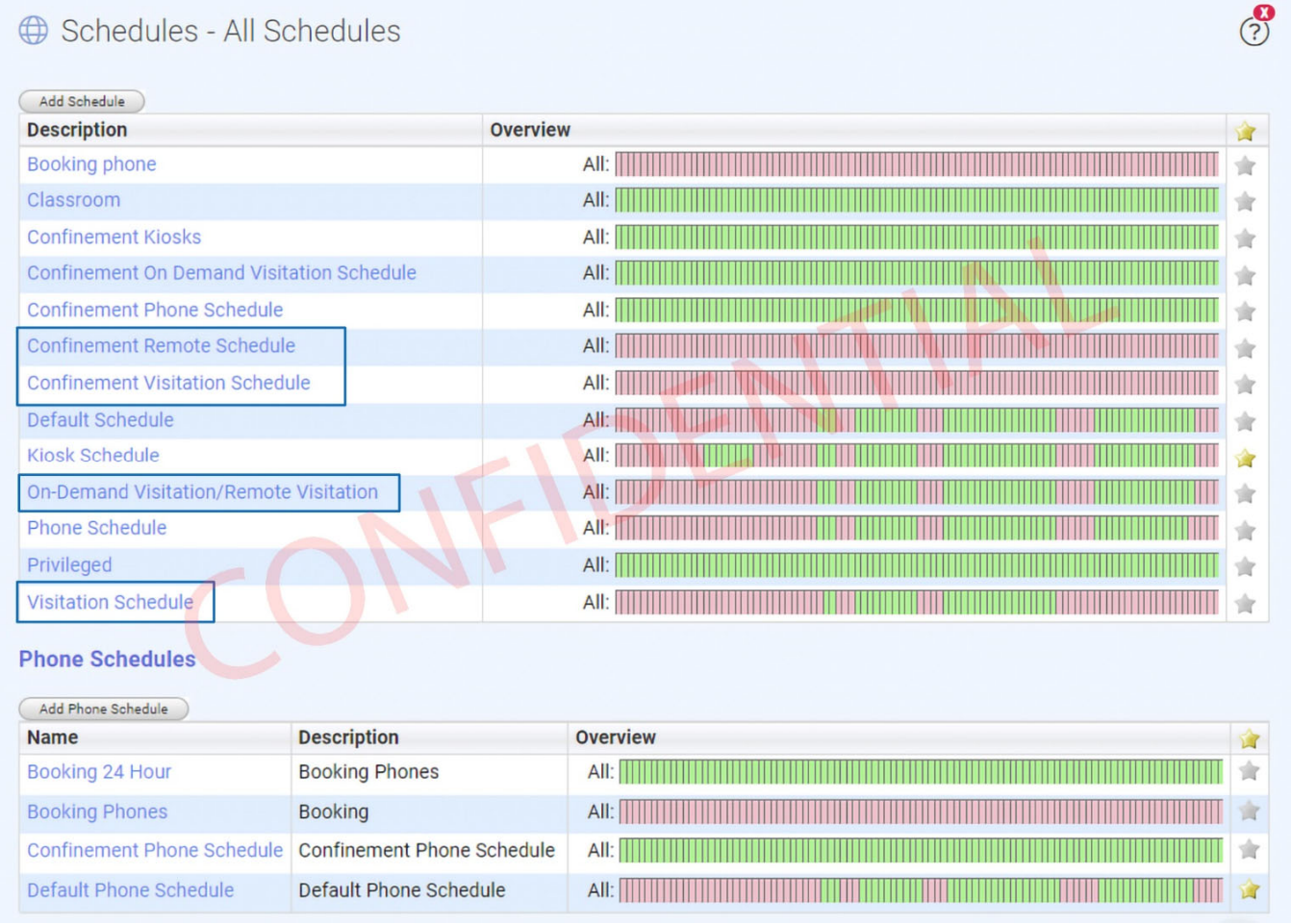
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j. Visitors must be able to pay for the video visitation session using either a credit card or a debit card.

RESPONSE: Confirmed.

k. The system must only display timeslots that meet Division policies.

RESPONSE: The SmartEcosystem™ Dashboard is equipped with a granular "***Schedule***" function. This function allows authorized facility staff to control both the days of the week and times in which on-site, on-demand and remote SmartVisit™ VVS services are available for inmate use.



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The SmartEcosystem™ provides staff with complete control over an inmate's ability to log in to a SmartKiosk™ or SmartTablet™ device, and to which service applications they are provided with access. Device and service restrictions may be configured for a specific inmate, group of inmates/housing unit or the entire facility.

l. The system must conduct conflict checking and only display times which are available when visits are being scheduled.

RESPONSE: Confirmed.

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m. The system must allow users to easily change their personal information (i.e. password, address, phone number, etc.)

RESPONSE: Confirmed. SmartInmate.com incorporates features to allow public users to easily change their personal information (password, address, phone number, etc.).

n. The system must be able to notify a visitor when a visit is scheduled, modified, or cancelled.

RESPONSE: Confirmed. Public users are notified of pending SmartVisit™ VVS sessions by email or text message. Once scheduled, the user can view visit details at SmartInmate.com. About an hour before the visitation, Smart Communications sends a text message or e-mail visitation reminder which includes a Visitation QuickCode that can be entered in to the lobby kiosk to start the visit. The user can also log in with their SmartInmate.com username and password if they did not receive a QuickCode or to use the lobby kiosk to schedule another visit. Public users will also be notified by email if there are any cancellations or changes to the visit.

o. The system must be able to identify every visit for reporting and tracking purposes.

RESPONSE: Confirmed. The SmartVisit™ VVS scheduling system assigns a unique visitation identification number for every visit.

p. The system must offer customizable set durations (i.e. 20, 30, 40 minutes) for each visit.

RESPONSE: Confirmed. Authorized users can configure set SmartVisit™ VVS visitation durations per inmate, per housing unit or facility-wide via our secure, web-based SmartEcosystem™ Dashboard. Custom visitation time lengths can also be set for professional users or as needed.

q. The system must provide a visual warning message to inform both the visitor and inmate that the session will be ending in XX minutes or provide a visual countdown timer.

RESPONSE: Confirmed. A countdown clock timer is provided on both visitor and inmate devices running the SmartVisit™ VVS application.

r. The system must provide different levels of functionality to facility staff users based upon user type

1) (Administrators – create/manage/edit – users, schedules, visitation rules, download recorded sessions;

2) Users – create/manage scheduled video visits, live monitoring sessions, approve/deny visitors;

3) Read – Only can only view scheduled visits).

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard incorporates managed password control. Smart Communications will provide administrator access to our secure, web-based SmartEcosystem™ Dashboard which allows for the addition/removal of users and the assignment of different user security levels. The system will allow unlimited flexibility, allowing each function in the system to be assigned to a specific username and password for different levels of security clearance.

s. The system will require a unique username/password that will allow access to only assigned features.

RESPONSE: Confirmed. The system is only accessible to authorized Division personnel via the secure, web-based SmartEcosystem™ Dashboard. Authorized personnel must enter their username and password credentials to log in to the SmartEcosystem™ Dashboard. After logging in, users can perform all system functions relative to their security level setting. For security, accountability and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

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t. The system shall provide specific information for tracking inmate and visitor activities, provide an audit log of all activity.

RESPONSE: Confirmed. Smart Communications tracks all inmate and visitor information in our database. Authorized staff can use the secure, web-based SmartEcosystem™ Dashboard to view statistics and generate a variety of reports with this data to show common connections, shared connections, common visitors and other details.

u. The system will allow for an interface with or data retrieval for the Division's Jail Management System (JailTracker).

RESPONSE: Confirmed.

v. The system must use the same inmate identification number (jacket number) to identify the inmate.

RESPONSE: Confirmed.

w. The system must automatically cancel a visit if the inmate's visitation eligibility status has changed, or if the inmate is relocated to an area that does not allow or does not have visitation available or if the inmate has been released.

RESPONSE: Confirmed. The system will automatically cancel the visit if the status has changed or the inmate is released.

x. The system must send a notice to the visitor if the visitation session is cancelled.

RESPONSE: Confirmed.

y. The system must provide methodology for identifying those persons whom the Division has suspended visitation privileges. The system should be capable of allowing the Division to interrupt ongoing visits and send notification and documentation why the session was cancelled.

RESPONSE: Confirmed.

z. Must be able to do searches and create reports.

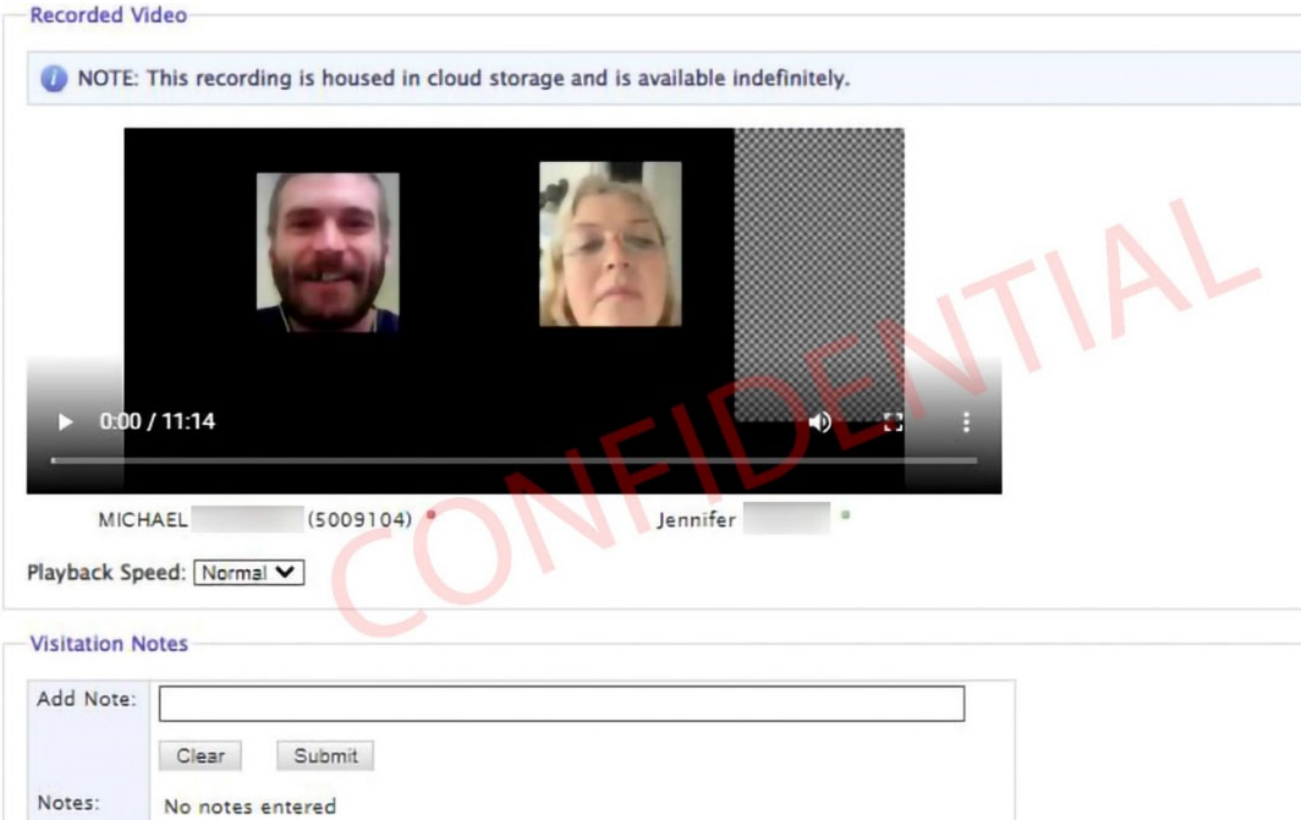
RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with extensive detail record analysis and search tools that can be used to generate a variety of standard and customized reports in real time. Our in-house programming team is also available to develop customized reports to meet Division-specific needs at any time and at ***no charge***.

aa. The system shall allow for visitation recording.

RESPONSE: Confirmed. All non-privileged SmartVisit™ video visitation sessions are recorded by our custom, internal recording subsystem. This subsystem processes the audio/video data from the session and embeds various metadata to support the query/search functions and other investigative tools in the SmartEcosystem™ Dashboard, such as SmartLink™ and advanced case reports. The recording file produced contains the audio and video feeds from both the inmate and visitor, and includes any system text prompts (i.e., "inmate not facing camera" or "visitor not facing camera") or text messages interjected into the session by the staff member monitoring the visit. The video recording also contains other important visitation session data, such as participant names, video devices/endpoints used, session timer and date/time of the visit.

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Once processed by the subsystem, SmartVisit™ video visitation session recordings are automatically stored in the SmartEcosystem™ Dashboard. Authorized facility staff can immediately access and play back SmartVisit™ recordings via the SmartEcosystem™ Dashboard's built-in video player.



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While reviewing a SmartVisit™ recording, authorized staff can adjust the video playback speed, listening volume level and viewing/display size (i.e., full-screen). The SmartEcosystem™ Dashboard also includes a "***Visitation Notes***" feature, allowing staff to enter important notes/comments regarding the video visitation session. The notes entered are saved with the session recording to facilitate sharing with and review by other staff members.

SmartVisit™ session recordings are saved in a common/non-proprietary MPEG-4 (.MP4) video file format. As a standardized file format for video, almost all video players support MP4 – no additional software is required for playback. To open a file, double-click the video to open in the default video player/viewer on the PC. Android and iPhone natively support playback of MP4 as well.

Our SmartVisit™ VVS utilizes cloud-based architecture managed via our geographically disparate and redundant data centers. SmartVisit™ session recordings are securely stored in these data centers and backed up nightly. Since our data centers are scalable and do not impose storage limits, all session recordings are stored for the full contract term and beyond. To optimize system/network performance, older recordings are archived in accordance with the agency's policy, regulatory compliance or once every 180 days. Archiving is performed by our skilled Network Operations Center (NOC) staff and allows for loss-less retrieval at any time in the future.

bb. Video Visitation should be conducted on both the tablets and a visitation kiosk.

RESPONSE: Confirmed.

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cc. The visitation kiosk should have the same capabilities of the inmate tablet.

RESPONSE: Applications, features and functionalities available on the SmartKiosk™ devices include:

- **Phone Calls**: inmates can speak to their friends and family using our SmartEvo™ ITS.
- **Video Visitation**: inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging**: inmates can send and receive text messages from friends, family and Division staff. Inmates can also receive photographs and video messages.
- **MailGuard®**: Patented Mail Scanning provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering the facility via postal mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative tool; digital mail is database-searchable to allow your staff to gain intelligence and eliminate secret communication.
- **Job Search**: helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website. CareerOneStop provides resources to help inmates find employers and learn how to talk about their conviction.
- **Requests/Grievance**: inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. The customizable and detailed electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.
- **Law Library**: provides inmates with complimentary, self-service access to Federal and State statutes and case law, a legal dictionary, and other aids to assist with research pertinent to their case. By eliminating the need to escort inmates through the facility to access legal resources, staff burden is reduced.
- **Commissary**: allows inmates to place orders for commissary items. Integration with the facility's commissary provider is performed by Smart Communications at no cost.
- **PDF Viewer/Documents**: allows inmates to view the inmate handbook, PREA information and other .PDF documents uploaded by authorized facility staff.
- **Inmate Videos**: allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **Calendar**: inmates can access a system-wide calendar/appointment manager. Authorized users can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. ***NOTE**: The calendar can also be interfaced with the Division's JMS to allow inmates to access court/release date information. This function is facility/vendor-specific, and some vendors may charge for access to the information.*
- **Trust Account/Debit Purchase Lookups**: inmates can view trust account balances and debit purchases. ***NOTE**: Requires the Division's incumbent inmate banking/trust commissary vendor to provide the appropriate data feed.*
- **Calculator, Dictionaries and Clock**: provides inmates with access to a calculator to perform basic math and trigonometric calculations, language dictionaries (English/Spanish) and a clock with local time.
- **Video Relay Service**: Video Relay Service (VRS) and Video Remote Interpreting (VRI) can be provided by Purple Communications on Smart Communications' hardware. Purple Communications' VRS and VRI are FCC-certified solutions for deaf and hard-of-hearing individuals that promotes equal communications access, satisfying the requirements of Title IV of the Americans with Disabilities Act (ADA).

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SmartTablet™ devices support all SmartKiosk™ applications, features and functionalities, as well as:

- **Entertainment**: inmates can stream various media, TV shows, movies and games on demand through SmartEntertainment™, with complimentary access to select Ebooks and Internet radio stations.
- **Education and Reentry**: provides inmates with complimentary access to a vast resource of educational, reentry, vocational, life skills, self-improvement and recovery courses and content.



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dd. The kiosk must have a method that scheduled video visitation sessions take priority over unscheduled events.

RESPONSE: Confirmed.

Automated Information Service –

The Division currently has an automated information service in use that provides general information, inmate information, visitation information, court information. Please explain in detail any automated information services offered to the Division. Include the amount of time required to administer the system and disclose all one time and ongoing costs, if any, to the Division, and cost of integration with the Division's jail management system (JailTracker)

a. The system must be bilingual for non-English speaking residents.

b. System must use Voice Recognition and Response for interactions.

c. System must have the ability for customized settings based upon the needs of the facility.

RESPONSE: Confirmed. Smart Communications will provide an Automated Information Service (AIS) with English and Spanish interfaces at ***no cost*** to the Division. The AIS will provide both inmates and the public with access to a variety of general facility and other information over the phone, 24/7/365.

Inmates can access the AIS by entering a speed dial number on any designated inmate phone. Once connected, inmates can access information regarding charges, court dates, visitation eligibility, bond amount, etc.

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Public users can access the AIS by dialing the facility's main telephone number. Once connected, public users can access information such as facility address and directions, visitation policies, inmate charges, inmate court dates, inmate visitation eligibility, inmate bond amount, etc. The AIS also provides public users with the option to set up and fund a personal prepaid account or deposit funds into an inmate's PIN debit account.

The settings of Smart Communications' AIS are flexible and can be customized based on the Division's specific needs at any time.

Investigative Tools

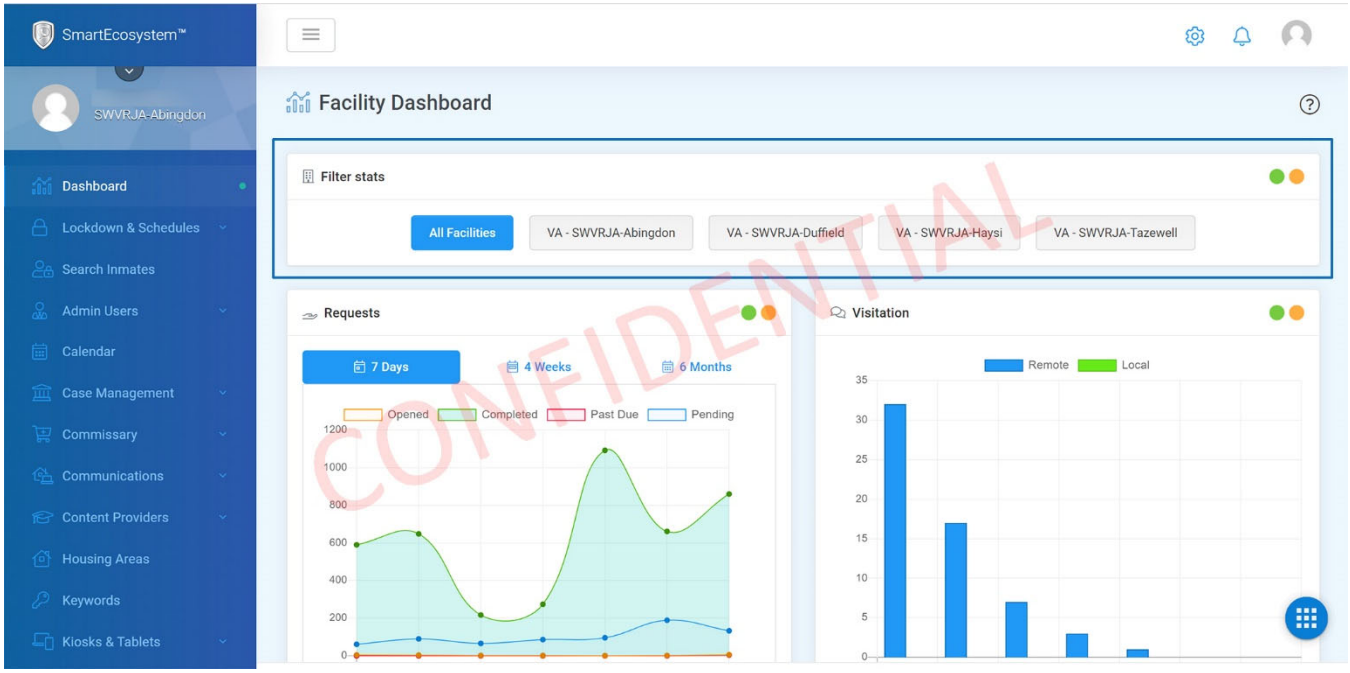
Please explain in detail any and all investigative tools available. Include the amount of time required to administer the system and disclose all one time and ongoing costs, if any, to the Division.

a. Investigation software must be completely integrated with the calling platform and not require the export and import of inmate call records, inmate account information, or called party billing names and address information. Please describe in detail how this solution is provided.

RESPONSE: Confirmed. Smart Communications' SmartLink™ Investigator software is fully integrated with our SmartEcosystem™ Dashboard and does not require call records, inmate account information, or called party billing name and address information to be exported or imported.

b. The investigation software must be able to analyze data between multiple correctional facilities, so as not to limit investigations to the facility. Please describe in detail how this solution is provided.

RESPONSE: Smart Communications' SmartEcosystem™ Dashboard supports data sharing. A custom domain environment will be created by our in-house software engineers to facilitate secure data exchange among participating facilities.



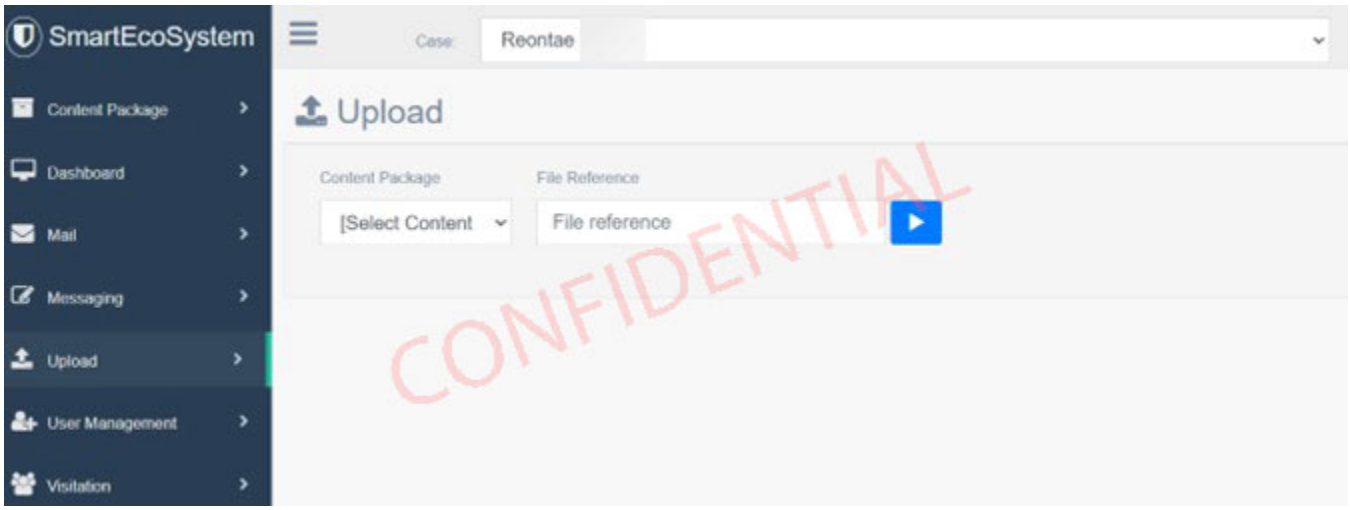
Authorized staff from participating facilities with domain environment access will be able to monitor/access data from a single facility, group of facilities or all facilities simultaneously.

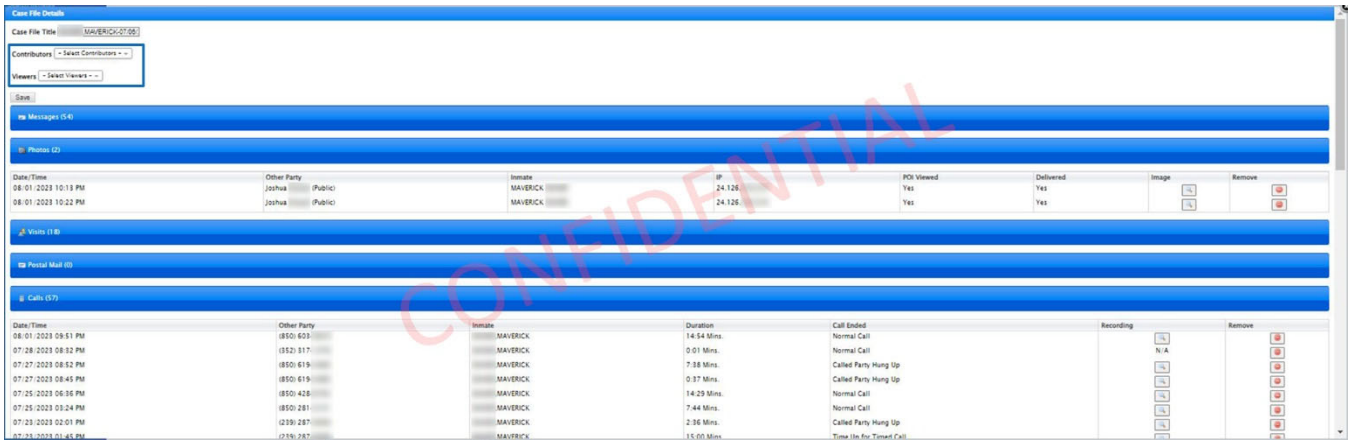
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c. The investigation software must provide investigators with the ability to share information with other investigators. Please describe in detail how this solution is provided.

RESPONSE: The SmartEcosystem™ Dashboard incorporates many investigative tools that are fully interfaced to leverage the communications infrastructure in real time. There is no need to export or transfer data between systems. The secure, web-based SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer or smart device with Internet connection – no additional hardware or software is required.

The Advanced Case File Management tool provides a unique alternative to exporting individual data from the system, allowing staff to quickly collect any data from the SmartEcosystem™ Dashboard (phone and visitation recordings, messages sent and received, mail received, investigator notes, etc.) for a particular inmate or public user, or group of inmates/public users into an organized case file that is electronically stored in the system. To aid in an active investigation, authorized staff can configure a Case File to automatically populate with any new data that is generated for the target inmate(s)/public user(s). The Case Files generated can be packaged for internal use or shared with external law enforcement agency staff. All authorized internal and external users are provided with real-time access to Case File information and can download all Case File data into a single, well-organized ZIP folder. Authorized facility staff are in complete control over what information is shared and who the information is shared with.





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d. The investigation software must be able to identify common contact between inmates or people not incarcerated. Please describe in detail how this solution is provided.

RESPONSE: Confirmed. Smart Communications' proposed solution allows investigative staff to identify common contact between all current and former inmates, and any person or entity those inmates have been associated with. All inmate connections, calling and communication events (messages, photos, visitations, postal mail, etc.), as well as public user account data (name, telephone number, billing address, connections, IP address, etc.) are stored and available to authorized facility staff via the SmartEcosystem™ Dashboard.

e. The investigative software must be able to identify linkages between multiple parties, whether those parties are inmates or general public. Please describe in detail how this solution is provided.

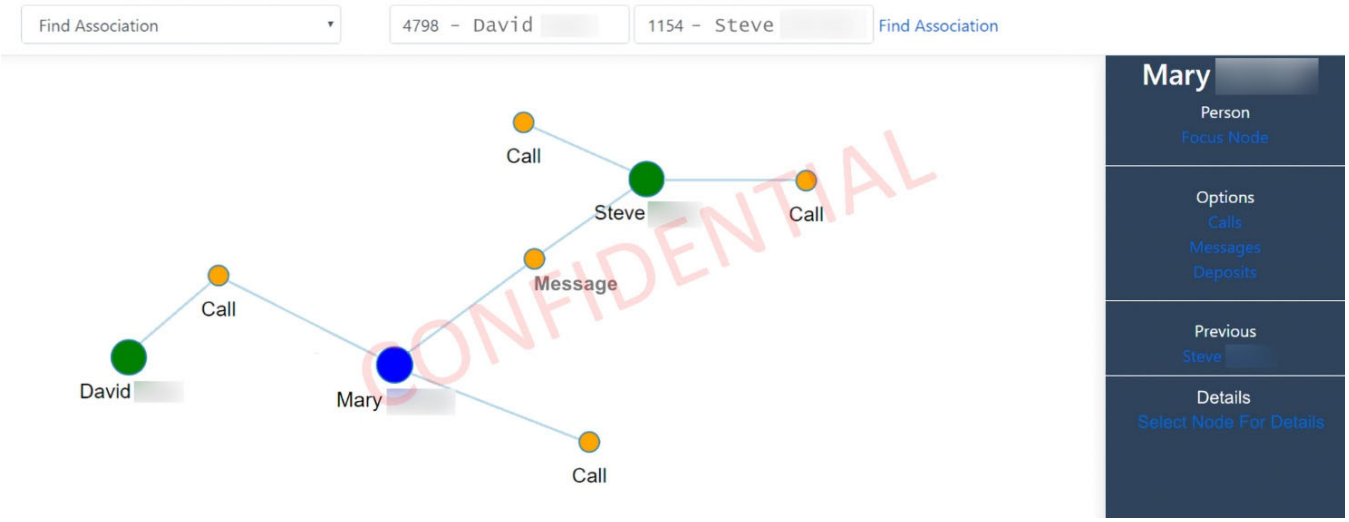


RESPONSE: Confirmed. The SmartEcosystem™ is delivered with our SmartLink™ Investigator which provides various manual and automated tools to aid in the investigation or discovery of criminal activity at ***no charge***. By using SmartLink™ tools, investigators can easily check for any links between inmates and public individuals or other inmates using multi-path and multi-relation analysis.

SmartLink™ Investigator also incorporates the POLE data model and advanced graphing technology to permit manual or automated analysis of related events and people. Our system incorporates data from all aspects of our broad network of information, including current and former inmate communications through phone calls, messaging, visitation, postal mail, financial transactions, connected friends and family and other data points, to facilitate the discovery of related events and individuals, and predict possible future activities using advanced AI techniques.

Additionally, SmartLink™ Investigator works in conjunction with our live monitoring systems to permit automated background checking of suspicious activities that may occur over extended periods of time. Detecting activities based on time and patterns can alert an investigator when a sequence of events takes place, possibly providing time to apprehend an individual and prevent them from completing an undesired action.

Using SmartLink™, an investigator can uncover paths of communication through multiple platforms that are not possible to see by looking at one set of data. The example below shows an indirect relationship between two inmates through a public individual using a combination of phone calls placed through SmartEvo™ ITS and messages sent through SmartInmate™ Electronic Messaging system.



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f. The investigative software must be able to identify complex connections between inmates with multiple degrees of separation. Please describe in detail how this solution is provided.

RESPONSE: Confirmed. As demonstrated in our response to the previous requirement, Smart Communications' SmartLink™ Investigator allows investigators to generate a graphical chart showing known connections between selected targets. Connection types are configurable and can consist of communications through phone calls, messaging, visitation, postal mail, financial transactions and more. Investigators can specify the number of levels/degrees of separation as well as the date range, which limits the number of connections associated between selected targets.

g. The investigative software must allow users to schedule reports on a consistent basis as well as provide a proactive email notification of selected cases.

RESPONSE: Confirmed.

h. The investigative software must provide the user a way to group items of interest for review and analysis.

RESPONSE: Confirmed. Smart Communications' SmartLink™ Investigator tool allows investigators to group any combination of items of interest to review and analyze.

i. The investigative software must allow for users to create a secure data environment for importing or adding external data during an investigation.

RESPONSE: Confirmed. Smart Communications' Advanced Case Management tool allows investigative staff to securely upload and share various types of electronic data (documents, photos, videos, etc.).

j. The investigative software must have key word notification during the call.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard's transcription tool can be configured to issue an email notification to investigative staff whenever an agency defined keyword or phrase is spoken during a SmartEvo™ ITS call or SmartVisit™ session.

B. Mandatory Equipment Requirements

All equipment, wiring and supporting equipment and hardware must be mounted compatible with standard telephone vendor mountings and existing mounting structures in the offender living areas. The telephones must be line powered, requiring no AC power, backup batteries, and require no electricity to be run to telephones located in the cellblocks.

RESPONSE: Acknowledged and agreed.

All inmate telephone stations and telephone casings must be designed, engineered and manufactured to guard against inmate abuse and natural elements.

RESPONSE: Confirmed. Please refer to our response to the requirement below for additional details and specifications.

All inmate telephones must be heavy duty, institutional-type telephones suitable for use in a detention facility. They must be tamperproof, with steel encased housings and shockproof keypads. All handsets must be of heavy-duty construction with no removable parts. The handset cord must be armored with a stainless steel lanyard. All phone instruments must be waterproof, fireproof and feature DTMF dialing. They must have

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key-locked mountings to the wall. Explain, in detail, the equipment being proposed. Discuss the security features of the equipment being proposed. Include illustrations.



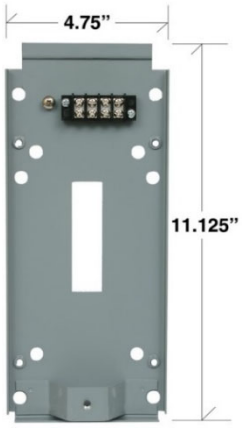
RESPONSE: Smart Communications will provide inmate telephone stations specifically designed to meet the unique security, safety and durability needs of correctional facilities.

All inmate telephone station ringers are disconnected and will not allow incoming calls. These inmate telephone stations are manufactured of high-strength, tamper-proof heavy gauge steel that is coated in a graffiti/scratch resistant finish. The telephone handsets are constructed of heavy-duty polycarbonate molded plastic and feature no removable parts. These handsets attach to the base station via a steel armored, stretch/break/pull resistant cable. The length of the cable can be customized to meet facility-specific requirements.

Inmate telephone station dial pads are constructed of heavy-duty metal and are sealed to prevent moisture and allow for use in inclement weather conditions. In addition to these security and durability features, all SmartEvo™ ITS hardware used by inmates are line powered and have no parts that can be removed without use of a specialized tool. These prevent damage and inhibit inmates from using telephone parts to manufacture weapons.

Smart Communications will also supply “hands-free” telephones for inmate use where suicide threat is present.

FEATURES:



- Built-in user-controlled "LOUD" button for ADA mandated volume control (user-controlled volume amplification and volume resets to normal with on-hook)
- Confidencer technology filters out background noise at the user's location, allowing better sound to the called party; all-in-one electronic dial features modular incoming line and handset connections for quick maintenance; Carbon (HS) and DuraClear (DURA) Handsets have separate 4-pin connections
- Heavy duty 14-gauge brushed stainless steel provides rugged housing designed for inmate use with mounting backboard
- Armored handset cable available in 18.0”, 32.0”, 54.0” and custom lengths; secured with a 14-gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations
- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: lDATE0SBITC-254, IC:3267A-ITC254
- High security locks are protected by hardened steel anti-drill pins at critical points; double locking principle renders the lock virtually pick proof; recognized by experts throughout the world as the standard for high security; key cannot be duplicated by a lock smith
- Standard 178A backboard for mounting

The Division will designate those areas that will require cordless, single-piece, non-coin operated, durable, tamper-resistant telephones suitable for use in a detention facility.

RESPONSE: Acknowledged and agreed.

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The Division requires a minimum of 2 Telephone Device for the Deaf (TDD) units to be provided in the Intake Area. The TDD units must be durable, tamper- resistant, designed specifically for offender use and suitable for use in a detention facility. Vendor's are encouraged to propose reliable solutions to meet these needs.

RESPONSE: Confirmed. Smart Communications will provision the Ultratech SuperPrint 4425, a TTD/TTY telephone device that complies with ADA requirements and is compatible with the SmartEvo™ ITS. This device has been used extensively in correctional facilities.

To help eliminate the staff time needed to escort an inmate to a specific area for TDD/TTY use, the Ultratech SuperPrint 4425 is battery powered. This provides the convenience of not requiring power connections and allows the relay service 800 number to be called through the SmartEvo™ ITS for seamless TDD/TTY usage.

FEATURES:



- Built-in, 24-character printer
- 3 selectable print sizes
- 32k memory
- Date/time printed at the beginning of each call
- Turbo Code and Auto ID™
- E-Turbo for simplified relay calling
- Built-in ring flasher
- Arrow keys for easy review of memory
- Convenient GA/SK keys
- Easy-touch greeting memory
- TTY Announcer™ tells hearing callers you are using a TTY
- Baudot code (45.5/50 baud rate)
- Sticky key feature (for single-handed typing)
- ASCII code is available

The vendor will provide two (2) movable pedastal mounted telephones on casters for use in designated areas of the facility along with sufficient cord to connect the units to the wall mounted receptacle. See enclosed picture.

RESPONSE: Confirmed. For portable communication applications, Smart Communications will provide portable inmate telephone stations securely mounted on a rolling base constructed of heavy-duty 14-gauge steel and featuring four 4.0" lockable wheels.



SPECIFICATIONS:

- Weight: 95.0 lbs.
- Dimensions:
  - Base: 24.0" X 24.0"
  - Floor to Top: 51.0"
  - Base to Top: 44.0"
- Telephone Keypad Center Height:*
  - High: 40" approx. from Floor
  - Low: 30" approx. from Floor

*Varies depending on phone model installed.

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The vendor must be responsible for providing and installing isolation panels, mounting hardware, signage and other ancillary items associated with or necessary to providing the service, at no cost to the Division.

RESPONSE: Acknowledged and agreed.

The vendor must provide system capabilities for prevention of power surges and equipment capabilities for prevention of power outages. The vendor must detail the time frame that the system can remain operable in the event of a loss of commercial power, and the method of ensuring operation in the event of a loss of commercial power.

RESPONSE: Confirmed. The SmartEvo™ ITS and SmartKiosk™ hardware is delivered with an Uninterruptible Power Supply (UPS). The battery capacity of the UPS provided will allow for this hardware to be operated for a minimum of two hours during an emergency.

SmartTablet™ devices feature an internal, rechargeable battery that provides an 8+ hour run-time.

In the event of a power failure, a UPS will provide temporary power for the entire system. In the absence of an emergency generator at the facility, upon expiration of the UPS, the system performs a safe shutdown to protect data. Once the power is restored, the system will reboot automatically without human intervention and resume normal operations.

Any special handsets required for investigative features and/or biometrics shall be provided.

RESPONSE: Smart Communications' proposed systems are managed via the SmartEcosystem™ Dashboard, a secure, web-based application. Since the SmartEcosystem™ Dashboard is web-based, authorized staff can use any PC with a common web browser and active Internet connection to access and manage the system. No special handsets or other hardware is required for the investigative or voice biometric features.

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Video Visitation Kiosk:

a. Terminal must include a detention-grade hardened steel enclosure.
b. The terminal must prevent spills from entering the enclosure.
c. Must be able to access the web-based application and be enabled for touch screen inputs.
d. Shall not have any opening exposed to the user.
e. This includes all wiring and ventilation holes. Shall not have any external hinges.
f. Shatterproof touchscreen LCD display.
g. Built in Camera.
h. Detention grade audio handset.
i. Powered by 110VAC or power-over-ethernet.
j. Utilize standards based videoconferencing CODEC based on the H.264 video conferencing compressions.
k. Must have heat syncs and heat vents located in the back in order to allow for proper cooling.



RESPONSE: Smart Communications has over a decade's worth of experience in the research, development and delivery of custom, correctional-grade kiosks. Every aspect of our SmartKiosk™ devices is engineered to withstand severe inmate abuse as well as meet the unique safety and network security requirements of correctional facilities.

The SmartKiosk™ is equipped with an ultra-rugged, shatter-resistant 17.0" touch screen LCD display, a full 1080p high-definition IP camera and various network hardware components that are fully enclosed in a 22.0 X 18.0 X 5.0" (HxWxD) high-strength, 12-gauge steel housing. To prevent tampering and exposure to liquids, the housing does not have any external hinges or openings/ventilation holes. The housing also features smooth, rounded edges to prevent injury, and a rounded top design to prevent beverages being placed on the device. The devices are abrasion and chemical resistant, and can be cleaned/sanitized using commercial-off-the-shelf (COTS) cleaning agents.



To provide optimal sound quality and user privacy during visitation sessions, SmartKiosk™ devices are equipped with a corded Rhino® telephone handset. The handset is constructed of heavy-duty polycarbonate molded plastic and does not have any removable parts. The handset cable is contained in a flexible, stainless steel, armored sheathing with a pull strength exceeding 1,000 ft-pounds and is attached to the SmartKiosk™ device via a bayonet lock method.

Smart Communications' SmartVisit™ Video Visitation System (VVS) is compatible with our proprietary SmartKiosk™ hardware. Our SmartVisit™ application runs on a centralized system that uses carrier-grade collocation facilities which only requires a 1U media server at the facility to process video visitation session audio and video streams. Each SmartKiosk™ device connects via Cat5e or Cat6 Ethernet cable to a dedicated port on an Ethernet switch that is connected to a dedicated Local Area Network (LAN). This connection allows for SmartKiosk™ devices to connect to other allowable devices on the LAN or over the Wide Area Network (WAN). All SmartKiosk™ devices feedback to a central router and firewall located in the facility. A secure connection from the facility to the SmartVisit™ application hosted in Smart Communications' data center is provided to allow for SmartKiosk™ devices to be managed. SmartKiosk™ devices are capable of being powered by 120VAC or PoE via the connected network Ethernet cable.

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SmartKiosk™ Technical Specifications	
Enclosure Material Construction	12-gauge, humidity and corrosion-resistant, stainless steel
Dimensions (hxwxd)	22.0" (h) X 18.0" (w) X 5.0" (d)
Power Options	IEEE802.3at (PoE Plus) or 120VAC *NOTE: AC power supply meets electrical standard: CSA: 22.2*
Network Connectivity	Ethernet RJ-45 (CAT5/6)
Mounting Options	Wall, table, pedestal or cart
Temperatures/Environmental	» **Operating**: 32°F to 104°F » **Storage**: -4°F to 122°F » **Relative Humidity**: Up to 95% non-condensing *NOTE: Built-in heat sink mount for heat dissipation*
Monitor*	» **Display**: LCD Touchscreen (SAW) » **Impact Resistance Conformance**: UL-0950 » **Native Resolution**: 1280 X 1024 at 60 Hz » **Brightness**: 220 nits with 16.7 million colors » **Power Consumption**: 16 kWh/1000h
PC	» **Operating System**: Linux » **Motherboard**: Mini-ITX » **Processor**: Intel® Baytrail SoC Processor » **Memory**: DDR3; RAM 4,096 MB (4 GB) » **Hard Drive**: Solid State (SSD)
Camera	» **Resolution**: Full 1080p HD » **Encoding**: UVC H.264 » **Field of View**: 78° HD camera with autofocus
Maintenance/Diagnostics	» **Remote**: Via VPN over Wide Area Network (WAN) » **On-site**: Via Keyboard, Video Display, Mouse (KVM)
*Monitor approved by the following regulatory agencies: UL, FCC, RCM, cUL, IC, IEC, NEMA, CCC, CE, TUV, VCCI, KCC, CoC, BSMI, CB, RoHS, China RoHS, and WEEE.	
NOTE: All electrical components are FCC Part 15 class A compliant as well as comply with UL, CE and/or CSA.	

Technical Requirements for Kiosk:

a. The system shall be a complete TCP/IP based system.

b. All video and audio streams between the terminals, visitors, and management equipment shall be transmitted over TCP/IP Ethernet.

c. Analog audio/video matrix switching systems are not acceptable.

d. Inmate terminals must connect over a 100Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.

e. The terminal must be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection using a computer or laptop that is web camera and enable headset. Provide encryption for all visits.

RESPONSE: Confirmed. Smart Communications' SmartVisit™ VVS is a fully IP-based platform and allows video calls to be made between different video endpoints. All connections are made using a dynamic, centralized Stream Forwarding Unit (SFU) located within the network. All connections to this unit are managed by the SmartVisit™ application that is controlled via the SmartEcosystem™ Dashboard. Any inmate video end point can be connected to any visitor visitation endpoint or a remote visitor PC or smartphone with an active Internet connection. The SFU is also controlled by the video management application. Connections are made dynamically on a visit-by-visit basis.

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C. Systems and Operational Requirements

a. All equipment must be new, state-of-the-art and completely operational at cutover for the first three (3) year cycle of the contract; and all equipment will be replaced with new, state-of-the-art and completely operational at cutover for the second three (3) year cycle of the contract should the contract be newed.

RESPONSE: Acknowledged and agreed.

b. All equipment must comply with FCC rules and meet or exceed all applicable codes and standards for installation and service.

RESPONSE: Acknowledged and agreed.

c. All systems proposed must meet American Disabilities Act (ADA) standards. Additional actions or remedies required to bring vendor's system into current or future compliance with ADA standards will be the responsibility of the vendor, who must bear all system-related costs associated with ADA compliance.

RESPONSE: Acknowledged and agreed.

d. All telephone instruments must be line powered and have UPS back-up power capability. Detail the electrical and back-up power supply being proposed.

RESPONSE: Two 66 blocks will be mounted to the backboard that will be used to terminate inmate phones to the Analog VoIP Gateways. A dedicated 15 or 20 amp circuit will be required to power the equipment at the facility. The Inmate phones are line powered by the analog VOIP gateways. The max power consumption of the analog VOIP gateways is 60 Watts and each gateway will serve 24 inmate phones.

The SmartEvo™ ITS and SmartKiosk™ hardware is delivered with an Uninterruptible Power Supply (UPS). The battery capacity of the UPS provided will allow for this hardware to be operated for a minimum of two hours during an emergency.



UNINTERRUPTIBLE POWER SUPPLY (UPS) HARDWARE	
Description:	UPS is a 19.0" Rack Mountable 2U Device
Depth:	19.0"
Width:	17.50"
Height:	3.50"
Weight:	44.1 lbs.
Power:	AC Power at 100-240 volts and 50-60 Hz, 1440 Watts max.
Operating Temperature:	32o to 104o F
Humidity Range:	Maximum relative humidity 95% (non-condensing)

SmartTablet™ devices feature an internal, rechargeable battery that provides an 8+ hour run-time.

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e. The sytem must have the capability of operating on the most current Windows-based platform and be monitored from any terminal on the network, if desired.

RESPONSE: Confirmed. All Smart Communications' inmate communication services are administered via the SmartEcosystem™ Dashboard; the unified and fully integrated design provides authorized facility users with access to all monitoring, reporting, data sharing and investigative tools in one place, with a single login. The web-based design allows secure access from any PC with a modern browser and active Internet connection.

f. The vendor must provide a system that uses a Windows-based grahical user interface (GUI) for system administration, monitoring and reporting functions.

RESPONSE: Confirmed.

g. All configuration parameters of the system must be able to be modified from selected terminals on the network provided the user has the security clearance.

RESPONSE: Confirmed.

h. The vendor will establish a relationship with a member of the Division's Administrative Unit to enable that member to monitor and troubleshoot any issues that arise with the system.

RESPONSE: Acknowledged and agreed.

i. The vendor will establish a relationship with a member of the Division's Maintenance Unit to enable that member to monitor, troubleshoot and make minor repairs concerning any issues that arise with the system.

RESPONSE: Acknowledged and agreed.

j. The system must provide audio quality, which meets or exceeds industry standards for transmitted and received levels, noise, cross talk and frequency range. Provide information that explains how the vendor monitors audio quality.

RESPONSE: Confirmed. Smart Communications employs various network infrastructure, prioritization, monitoring and data transmission techniques to ensure the SmartEvo™ ITS delivers high quality audio which consistently achieves a Mean Opinion Score (MOS) of 4.3 or better. Audio signals receive network priority and are digitized utilizing a combination of G.711 and G.729 codecs which helps limit transmission latency to less than 100 milliseconds (ms). As reported by the International Telecommunication Union (ITU), a latency level of 100ms or below provides excellent call quality, resulting in minimal disruptions and better user satisfaction.

k. Provide the steps taken by the vendor to ensure that offenders can obtain dial tone during peak calling times. Provide the vendor's plan, if any, to utilize line concentration, and the ratio of lines to phones being proposed and how this will be accomplished. Disclose and explain the vendor's policies and procedures for monitoring access.

RESPONSE: Smart Communications' Team Lead/Network Specialist and Installation Team Members (ITMs) will conduct an on-site pre-installation site survey at the facility. During a site survey, the facility's existing inmate communications system network and hardware infrastructure is carefully examined, and critical data that is necessary to ensure delivery of our proposed technologies and services, such as the quantity and location of inmate equipment and Wireless Access Points (WAPs), as well as existing Internet Bandwidth Tiers, is meticulously recorded.

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An ample amount of excess capacity is built into every network Smart Communications deploys within a facility. This excess capacity anticipates facility growth and expansion, as well as serves as a safeguard to ensure peak system performance during heavy usage periods.

Network usage is carefully monitored remotely by our Network Operations Center (NOC). If concurrent telephone call volume or SmartTablet™ device network traffic consistently exceeds 75% of available network capacity, it indicates that additional resources or infrastructure is needed. Should this occur, additional circuit bandwidth and/or infrastructure will be added to the facility or our data centers at ***no cost*** to the Division.

l. The telephone system must be flexible and capable of transferring data and timing to and from a hard drive. The architecture must be expandable to accommodate future growth and change outs. Call records stored and sent to billing and collection must match revenue summary reports to the Division.

RESPONSE: Acknowledged and agreed.

m. Explain, in detail, the architecture of the system being proposed. Discuss the system's flexibility and adaptability. Include vendor's policy and procedure for enhancements to the existing system.

RESPONSE: Smart Communications' proposed SmartEvo™ ITS is a state-of-the-art, web-based platform designed to provide the Division Facilities with the essentials in inmate call control. The SmartEvo™ platform has over 30 years of field experience and deployments in correctional agencies of all sizes, both domestically and outside the United States. The SmartEvo™ ITS advanced features provide a flexible system for controlling inmate calls, reducing fraud, and providing advanced investigative features and extensive reporting capabilities. The system is designed to adapt to the needs of the Division.

The SmartEvo™ ITS is a highly-reliable centralized platform utilizing carrier grade collocation facilities. The core of the ITS switch is a highly-reliable and field-proven software architecture that has been designed to provide a robust and scalable platform for telecommunications. The ITS comprises one or more switching modules and a series of redundant server modules. Server modules provide the switch with access to database operations, such as PIN and allowed number lists, as well as billing and validation functions. Using this redundant architecture, the SmartEvo™ ITS can keep calls in progress up through a server outage. The unique nature of the VoIP switching model is that a failed switch or recording module can be offloaded to any one of the other operating switches or recording modules.

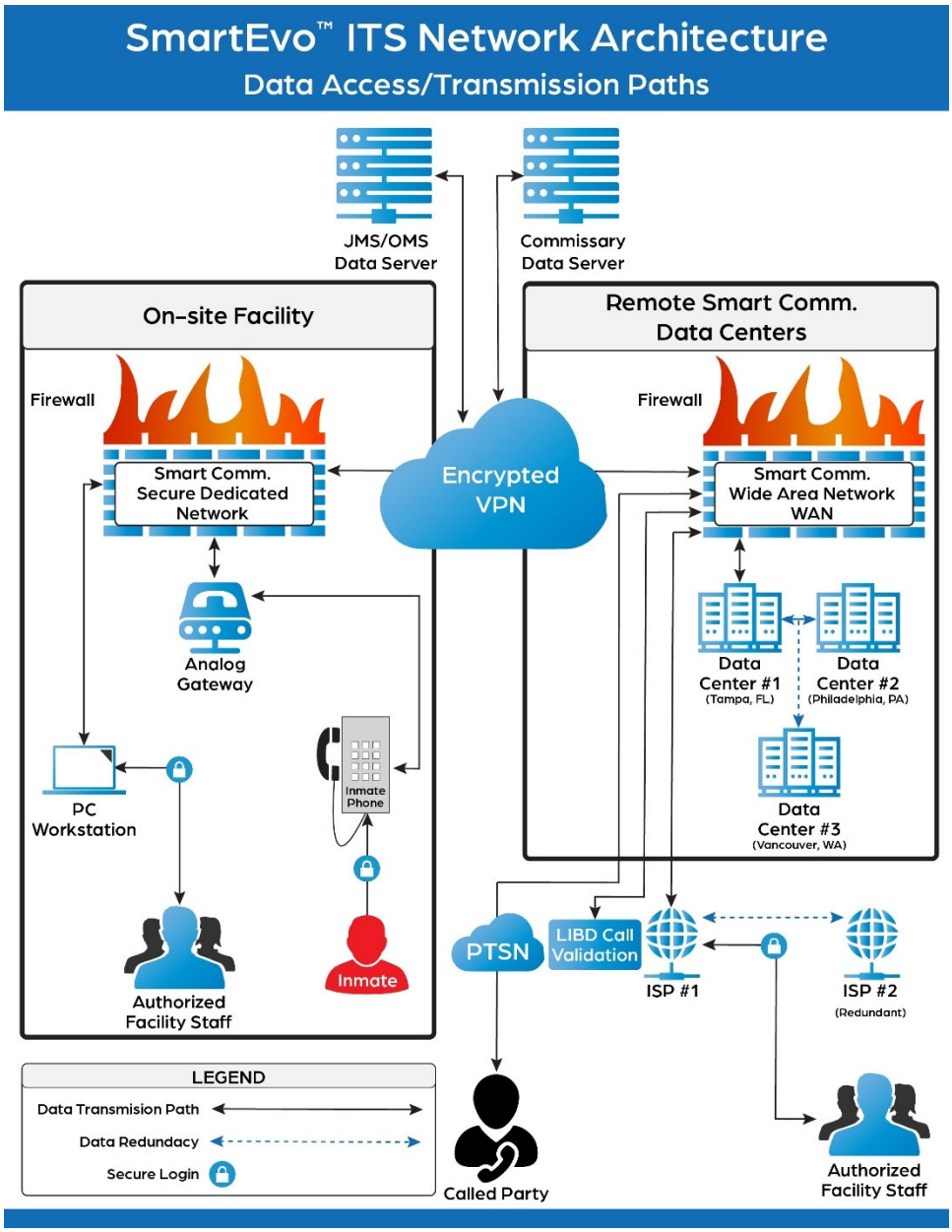
The SmartEvo™ ITS is deployed in redundant carrier grade data centers to ensure maximum uptime as well as access to carrier data and voice facilities. The data centers are equipped with redundant power and generator backup provide a secure, conditioned environment that is monitored 24/7. Calls from the facility are backhauled over a Virtual Private Network (VPN) using VoIP to the data center using redundant high-speed connections provided by Tier 1 broadband backbone providers. Calls are routed through the SmartEvo™ ITS then out to the Public Switched Telephone Network (PSTN) over redundant high-speed networks. The SmartEvo™ ITS network is designed to perform consistently with the highest levels of availability, easily scales to accommodate new sites and services, and is monitored around-the-clock ensuring the highest performance is achieved.

All call records and recordings are stored and backed-up on redundant Storage Area Networks (SAN). Our SAN is redundant and scalable to meet any system storage requirements. These storage systems can scale dynamically with no limitation on total capacity. Smart Communications will provide sufficient storage for all call recordings for the full term of the contract. All call and video recordings will remain online and are immediately available.

Smart Communications is committed to delivering new technologies and system improvements to our clients as soon as they are available. We schedule quarterly releases of application upgrades, including an annual major

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version update. Hot issues or emergency feature requests are incorporated into our development cycle or released as system patches; all changes are subject to the same strict development process. Between scheduled updates, minor system patches may be applied as needed to incorporate urgent client feature requests. All system patches and upgrades are provided at ***no cost***. Smart Communications will provide support/training when any new features are introduced in a software upgrade. Training can be provided on-site or remotely using Webex or similar application.



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D. Data Back-up and Security

a. The vendor must describe the steps that will be taken to ensure data integrity both in the local and/or central database(s) including security features that protect data from unauthorized access.



RESPONSE: Confirmed. Smart Communications employs a multi-pronged approach to ensure proper security protocol is observed to protect data integrity:

- **Data encryption** – systems data is encrypted and backed-up on redundant Storage Area Networks (SAN) located in our data centers in Philadelphia, PA, Tampa, FL and Portland, OR. Access to the system is further protected with a firewall and firewall rules to block unauthorized access attempts.
- **Deny-by-Default policy on all traffic** – nothing can traverse the network unless specifically allowed and enabled.
- **Tiered-role privileges** – our secure, web-based SmartEcosystem™ Dashboard allows the addition/ removal of users and the assignment of different user security levels. Each function in the system can be assigned to a specific permission level or specific user for different levels of security clearance.
- **Audit logs** – all user activity, such as page views and database modifications, are logged in detail.
- **Vendor access** – Smart Communications limits access to the system and servers and only provides access to staff who must have access to provide the proposed services.
- **End user security** – to utilize a device, inmates must log in by entering their PIN. Family and friends of inmates must also log in to their SmartInmate.com account to utilize the communication services.

b. The vendor must provide all archival hardware, software and supplies and must perform all system and database backups and archiving.

RESPONSE: Acknowledged and agreed.

c. The vendor must provide a system that maximizes the storage of data on a medium while minimizing the amount of Division labor required in changing the medium when reaching full capacity.

RESPONSE: All call detail records and recordings are stored and backed-up on redundant Storage Area Networks (SAN) located in our data centers in Philadelphia, PA, Tampa, FL and Portland, OR. These storage systems can scale dynamically with no limitation on total capacity. Our software systems do not impose a limit on the number of inmate records or call records that can be stored. All records and recordings will remain online and immediately available for the defined retention period. Backups can be fully automated and scheduled daily during off-peak hours.

d. The vendor must provide a system that allows for the efficient transfer of archived data (recorded telephone calls) utilizing the newest, state-of-the- art hardware, software and storage medium (CD, DVD, etc.). Such a medium must be able to be read in the typical desktop workstation using software such as Windows Media Player or compatible. The vendor is responsible for ensuring that the compatible with the most common personal computer operating systems.

RESPONSE: Call recordings are immediately accessible to authorized users online via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard provides simple point and click access to download recordings and copy to alternative media for portable storage such as CD/DVD/USB storage device, etc. System users may

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download one or a group of recordings and retain all pertinent call detail information with the recordings for ease of use at alternate locations. By using the Investigate platform, Division staff no longer need to download and burn call recordings or other information, such as images of tattoos, to CD-Rs. Once published to a case in the SmartEcosystem™ Dashboard, this information can easily be shared with external users. The Investigate platform allows the Division to choose what types of assets each user can access and download.

Recordings are downloadable in a compressed .mp3 format or SmartEvo™ ITS proprietary file format. If recording integrity must be proven, the recording can be saved in the proprietary file format. A digital signature in the file ensures that the file data has not been altered after it has been retrieved from the system. This file format can be played using a SmartEvo™ ITS file player.

All Smart Communications' software is compatible with a minimum of a Windows 10 operating system and is operable with Internet Explorer Version 11 or the latest version of Google Chrome.

e. The vendor must be capable of recovering all system data using a system back up. Disclose and explain the vendor's procedures for ensuring integrity of all system data in the event of any of these cases and the manner and length of time in which the proposed system will recover from an emergency shutdown.

RESPONSE: Confirmed. Smart Communications' systems data is stored and encrypted at our secure data centers in Philadelphia, PA, Tampa, FL and Portland, OR. These data centers also host our technology infrastructure, including web servers, databases, media storage and software. Access to this facility is limited to IT staff with a specific need to enter.

Each facility utilizes redundant Internet services, multiple power feeds, and provides battery backup and generator power in the event of an emergency. All network components are redundant with automatic failover to prevent unexpected downtime. The servers utilize internal redundancy such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at our data centers are backed up via encrypted off-site back-up every four hours. These backups allow for system services/data to be fully restored and operable from another data center within 24 hours.

E. Installation Requirements

a. List the space, environmental and electrical power requirements for the offender phone system.

RESPONSE: The proposed SmartEvo™ ITS is typically located in the facility's telecommunications room where all the inmate phone wire terminates. The equipment is mounted on a half-height 19" rack on castors or can be mounted in a 19" 24U wall mount rack. Smart Communications will require a 120 VAC - 20 AMP dedicated circuit for the proposed ITS equipment.

The SmartEvo™ ITS, SmartKiosk™ and SmartTablet™ hardware is temperature tolerant and operates flawlessly in environments ranging from 35–110° Fahrenheit and in a humidity range from 10%–90% (non-condensing).

b. The vendor must provide a detailed implementation plan designed to improve installation efficiency and minimize disruption during peak offender calling periods.

RESPONSE: Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

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We utilize a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.

*By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within **90** days of contract execution.*

Please refer to section "***H. Transition and Implementation Requirements***" of our proposal for complete project plan/implementation schedule details.



c. The vendor must conduct a thorough inspection of all inmate telephones and equipment to ensure that they are 100% operational prior to cutover at each facility. Describe the vendor's testing and inspection procedures.

RESPONSE: All Smart Communications' equipment, feature functionality, network capacity/reliability/security, data integration, data integrity and custom interfacing with the Division systems are subject to rigorous multi-point examination and analysis processes throughout implementation and customer acceptance. Our testing procedures extend to all systems, telephones, tablets, kiosks and software. The following items are our standard inclusions; however, Division representatives may request additional testing or review to ensure full client satisfaction.

Network and Equipment Set Up and Implementation:

1. Check all cables, power and connections
2. Test Bandwidth full capacity and impacts
3. Phones/devices/all equipment identified and visible in domain
4. System power up/power down
5. Confirm firewall persistence and integrity
6. Confirm database communications
7. Confirm Dashboard access and functionality
8. Check software and version

External System Interfaces:

1. Jail Management System (JMS), Commissary, Inmate Trust Fund (ITF) and other Jail Systems:
    a. Interface protocols established and verified
    b. Validate data format and client data integration
    c. Access and security
    d. Request status
    e. Error logs
2. Confirm interface with JMS and client data for historical inmate data, ID, PIN, permissions and location

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Database Integrity:

1. Inmate Tables:
   a. Inmate ID
   f. Inmate name
   g. Inmate Personal Identification Number (PIN)
   h. Inmate housing location
   i. Inmate status
   j. Inmate Personal Allowed Number (PAN) list
2. Global Number Tables:
   a. Block number list
   b. Vetted attorney/privileged individual list
   c. Free number list
   d. TDD access numbers
   e. PREA Hotlines/Speed Dial Codes
3. Inmate Telephone Stations Tables:
   a. Port labels
   b. Grouping
   c. Service class designations
   d. On/Off times
4. Rates and Dialing Tables:
   a. Tariff type surcharges and per minute rates
   b. Tariff type dialing rules
   c. Override dialing rules
   d. Local number listing
   e. Carrier access protocol
5. Pending and Approved Visitor Tables:
   a. Application submission/approval date and status
   b. Public user signup IP address and password
   c. Public user username
   d. Public user first and last name
   e. Public user date of birth
   f. Public user age and gender
   g. Public user physical address
   h. Public user home, work and cell phone numbers
   i. Public user email address
6. Video Visitation Station Tables and Locations
7. Video Visitation Station Locations (e.g. identification, type, rules, etc.)
8. Video Visitation Policies:
   a. Scheduling (allowable visitation times by type of visitation type and public user)
   b. Rates

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System Access (Coincides with On-site Training):

1. Facility Staff:
   a. User role privileges and assignments
   b. Usernames and passwords
   c. New user registration and approval
   d. SmartEcosystem™ Dashboard access functions:
      (1) Monitor calls, visitations and system data on-site and remotely
      (2) Download and transfer call and video recordings
      (3) Utilize all system investigative and case management tools
      (4) Run reports and ensure report accuracy
      (5) Submit service tickets
      (6) Access/utilize MailGuard® platform
      (7) Access/utilize SmartInmate™ Messaging platform
      (8) Manage SmartEd™ platform
      (9) Access/utilize SmartRequest™ platform
      (10) Manage SmartEntertainment™ platform
      (11) Manage document and file upload tools
2. Inmate Access:
   a. SmartEvo™ ITS on inmate telephone stations and tablet devices
   b. SmartVisit™ VVS on kiosk devices and tablet devices (if applicable)
   c. SmartTablet™ device application functionality:
      (1) SmartInmate™ Electronic Messaging
      (2) MailGuard® and MailGuardLegal
      (3) SmartEd™ and SmartReentry™
      (4) SmartRequest™
      (5) SmartEntertainment™
      (6) SmartLaw™ Digital Law Library
      (7) Service request ticketing

d. Explain how the Division is kept informed of installation progress and when and how the Division is notified of any delays.

RESPONSE: Smart Communications' Project Manager will provide the Division's Project Lead (PL) with weekly updates throughout the installation process. These updates will include a detailed list of key implementation tasks completed and milestones achieved during the weekly reporting period, as well as a summary of implementation tasks to be performed the following week.

Though standard project implementation/installation procedures are used, each project is unique and is subject to certain controllable and non-controllable risks as well as assumptions. As detailed in section "***H. Transition and Implementation Requirements***" of our proposal, Smart Communications has developed various risk mitigation plans to help ensure timely project completion, even when faced with challenges and unforeseen circumstances.

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The Division's PL will be promptly notified by the Smart Communications' Project Manager via email if any issues arise during installation that may result in the delay of project completion. This email will include details about the nature of the issue, potential solutions as well as an estimated timeline for resolution.

e. Each telephone installed will be "tagged" with the telephone number at the demarcation point within two days of installation.

RESPONSE: Acknowledged and agreed.

F. Maintenance, Service and Support Requirements

a. The vendor will be responsible for all ongoing and routine maintenance of the system hardware and software. Describe in detail, the vendor's maintenance, service and support policies. The proposal should include a proposed preventative maintenance schedule for all hardware and software, and a log for telephone inspections and maintenance work performed that would be submitted to the Division on a monthly basis. Provide a sample log with the proposal.

RESPONSE: Confirmed. Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the Division at ***no cost***.

Technical and maintenance support services will be provided by in-house Smart Communications staff:

- Account Manager (Danny Moore)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

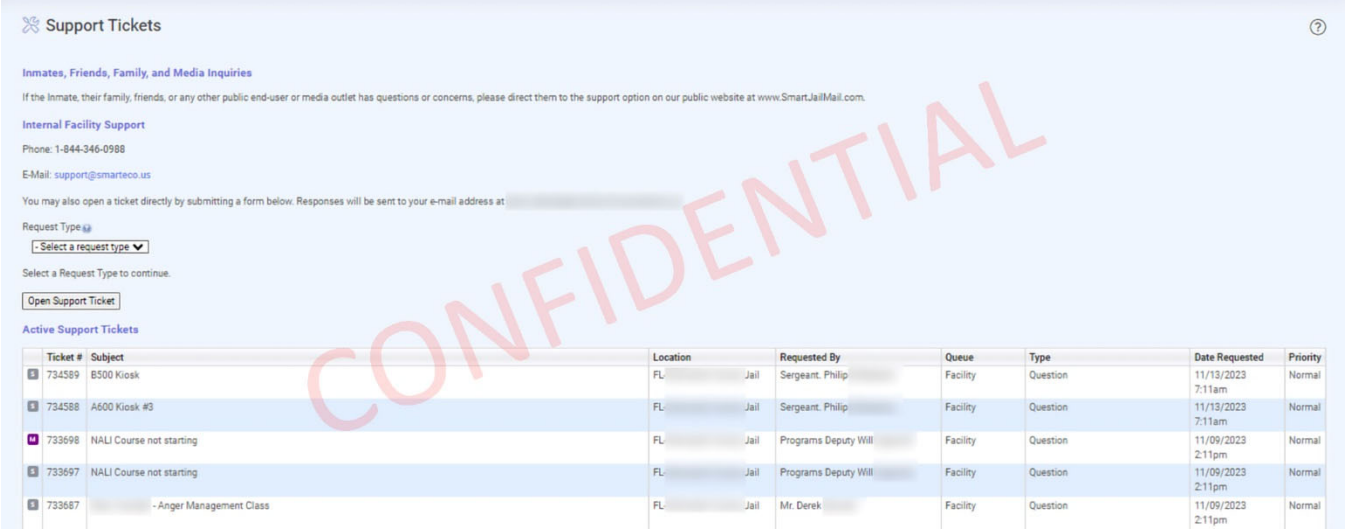
The full-time OCT provisioned by Smart Communications will be responsible for the preventative maintenance of all inmate hardware (inmate telephones, kiosks, tablets, etc.). Monthly preventative maintenance tasks to be performed include, but are not limited to:

- Physical inspection of all inmate hardware to check for signs of damage or tampering, as well as ensure all wiring and connections are secure and intact.
- Performance testing of all inmate telephone station and kiosk hardware to verify optimal call quality, speaker and microphone functionality and keypad/touchscreen responsiveness.
- Inspection of telephone/data room to ensure temperature and humidity levels are within the specified range.
- Uninterruptible Power Supply (UPS) testing to ensure continuous system operations during power outages.

Any inmate hardware that fails preventative maintenance inspections or testing will be promptly repaired or replaced by Smart Communications at ***no cost*** to the Division.

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The OCT will log all preventative maintenance tasks performed in SmartEcosystem™ Dashboard's "***Support Ticket***" platform where it can be immediately reviewed by authorized facility staff. A report detailing all preventative maintenance activities will also be provided to the Division each month.



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For complete service and maintenance details, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

b. The vendor will designate a single point of contact (of a technical nature) that will provide one-on-one, in-depth technical assistance for the maintenance of the system for all issues that may rise related to the operation, maintenance and support of the system.

RESPONSE: Smart Communications' offer includes the provision of an On-Site Certified Technician (OCT) at ***no cost*** to the Division. This experienced OCT will be expertly trained in the various nuances of the proposed systems to proactively address system issues that could potentially disrupt operations while allowing facility staff to remain focused on their areas of expertise.

c. At all times, while at the Detention Center, the Vendor staff shall comply with all the rules, regulations, directives and Operational Orders of the Division of Community Corrections. The Vendor staff vehicles, if located on the grounds of the Detention Center, shall be subject to search. Said rules shall be made available by the Division's staff.

RESPONSE: Acknowledged and agreed.

d. The Division reserves the right to restrict access to the facility or require immediate removal of any person(s) without prior notification.

RESPONSE: Acknowledged and agreed.

e. There is no smoking inside Division facilities. The Division facilities are tobacco free and its use in any form is prohibited inside.

RESPONSE: Acknowledged and agreed.

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f. Explain, in detail, the vendor's non-emergency response procedure, including the response times in the event of a non-emergency service call. Define non-emergency. Describe how the Division is kept informed of progress.

RESPONSE: For on-site response time, priority levels and the escalation schedule for outage/service issues at or related to the facility, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

g. Explain, in detail, the vendor's emergency response procedure, including the response time for an "emergency" service call. Define "emergency". Describe how the Division is kept informed of progress when an outage occurs.

RESPONSE: Smart Communications is well-prepared to respond quickly and effectively should an emergency or disaster strike. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. We have assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. Our highly trained personnel have the equipment, materials and skills to effectively deal with emergency/disaster events that may threaten the operations of the technologies and services we provide to our clients.

The information presented below details the requirements and steps that will be taken for the recovery from any emergency/disaster affecting services at Smart Communications' facilities or our clients' facilities with the fundamental goal of allowing basic business functions to resume and restoring all systems to pre-emergency/disaster functionality.

Three basic strategies are incorporated in Smart Communication's Emergency/Disaster Recovery Plan:



PREVENTION

Smart Communications' communications infrastructure is designed to provide dependable high-quality services to customers and to reduce downtime with maximum availability. This infrastructure depends on the integrity and proper functioning of a variety of hardware, software and network components. Aspects of this infrastructure are at risk any time one or more of these components fail. Smart Communications takes proactive steps to minimize both the occurrence and the impact of situations that have the potential to interrupt services provided to the inmate or jeopardize the facility's data, such as call records or recording.

To help avoid disasters resulting from equipment failure and minimize the effects of other types of disasters, Smart Communications has deployed a robust, redundant network infrastructure and fault-tolerant computer-controlled communications system with redundant off-site data storage.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. Each data center utilizes redundant Internet services, multiple power feeds, and provides battery backup and generator power in the event of an

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emergency. All network components are redundant with automatic failover to prevent unexpected downtime. Access to the data centers is limited to IT staff with a specific need to enter.

The data centers host our redundant communications technology platforms, including servers, databases, media storage and software. All servers utilize internal redundancy, such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at the data centers is backed up via an encrypted off-site backup service every four hours.

Smart Communications' call centers and Network Operations Center (NOC) are housed in mission-critical facilities, providing redundant power grid service from two geographic sources as well as multiple generator units and a multi-week fuel supply. Telecom and data services are also redundant at each facility, minimizing the risk of a total service outage. Smart Communications' 24/7/365 NOC is responsible for maintaining the network infrastructure that supports the hardware and services provided at all Agency facilities. The NOC continuously monitors the health, security and capacity of all communications equipment, applications and associated networks to help ensure 99.99% uptime with uninterrupted, reliable operations.

DETECTION

All Smart Communications' communications equipment, applications and associated networks are monitored and analyzed in real time. This includes all the communications equipment, applications and associated networks at each Agency facility. Proactive monitoring allows Smart Communications to diagnose and resolve issues before they become a problem and affect service.

If an issue is anticipated or has been identified, Smart Communications' experienced NOC personnel take immediate corrective action to resolve the issue remotely. If our NOC is unable to resolve the issue remotely, a certified regional Field Service Technician will be dispatched to the facility.

In the event of an emergency/disaster that causes a total loss of services to a facility, Smart Communications' NOC will have complete ownership and control to carry out its emergency response and recovery procedures. Our NOC will keep the County points of contact fully informed of the status of recovery efforts. Progress reports will be provided at an agreed upon interval until all services are fully restored.

RECOVERY

Smart Communications' Emergency/Disaster Recovery Plan takes into account all steps necessary to resume normal operation in the event of a natural or technical failure. Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event of a natural or manmade disaster that has caused damage or service disruption to the communications systems at any Agency facility.

With Smart Communications' hosted communication systems, there are very few on-site hardware components. However, these components are monitored for operation and an event during a local disaster may interrupt their operation. When this is the case, the issue can typically be diagnosed and resolved through remote access from Smart Communications' NOC. If the full extent of the damage cannot be determined by remote access or the problem cannot be resolved remotely, Smart Communications will immediately dispatch a local technician to perform additional diagnostics, and repair or replace the system components.

To ensure the highest level of service during an emergency/disaster, service technicians will carry enough equipment on their service vehicles to replace the affected hardware at the facility. Furthermore, additional hardware can be shipped from the warehouse and arrive on-site the day after the emergency/disaster. The technician will work with the NOC to restore service to the facility.

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Network outage will be detected by the NOC and immediately acted upon. The NOC will work with the network provider and escalate as necessary to restore the services as quickly as possible.

In the event of a power failure, an uninterruptible power supply will provide temporary power for the entire system. In the absence of an emergency generator at the facility, the system will perform a safe shutdown to protect data upon expiration of the UPS. Once the power is restored, the system will reboot without human intervention and resume normal operations.

Throughout the restoration process, Smart Communications' NOC Team will keep the County points of contact fully informed of the status of recovery efforts.

Smart Communications' Emergency/Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or manmade disaster which has caused damage or service disruption to the communications systems at one of the data centers.

Smart Communications maintains three geographically disparate, redundant, secure data centers with the ability to switch both data and voice traffic from one facility to the other. An emergency/disaster that fully impacts the primary Data Center will be detected by the NOC and immediately acted upon. Most issues can be diagnosed and resolved through remote access from our NOC. If the full extent of the issue cannot be determined by remote access or the problem cannot be resolved remotely, Smart Communications will immediately dispatch a technician to the data center to perform additional diagnostics to repair and/or replace the system components.

If the outage is severe, the NOC will invoke emergency measures that will bring all the necessary internal teams together so the issue can be properly addressed in a timely manner. If necessary, the team will make arrangements to reroute both the data and voice traffic from the primary data center to one of the secondary data centers. Once the reroute of both the data and voice traffic from the primary data center to a secondary data center is complete, the NOC team will verify all communications equipment, applications and associated networks are working correctly. Once all traffic has been rerouted to a secondary data center and all services are operating correctly, the NOC team will begin the task rectifying issues with the primary data center.

SUMMARY

Smart Communications minimizes the risk to our Communications platforms by furnishing high-quality equipment that is properly installed, maintained and continuously monitored. Event recognition technology includes self-diagnostic equipment and software that keeps Smart Communications' NOC informed of system performance in real time. Redundancy of critical components safeguards system functionality and redundant data storage restoration is also available should it be needed.

Smart Communications is well prepared to respond quickly and effectively should an issue occur or disaster strikes. As an ongoing part of daily operations, Smart Communications' teams are fully prepared for emergency restoration of facilities. Smart Communications has assembled plans and procedures to be followed during such an event to minimize the impact catastrophic network outages have on our customers. In addition, our highly trained personnel have the equipment, materials, and skills to effectively deal with both minor and major events that may threaten the services we provide to the County.

h. The vendor will be required to provide a toll-free telephone number with access to a live operator twenty-four hours per day, seven days per week to Division staff for reporting trouble calls, nonscheduled maintenance and requests for system administration. Vendor must include the process it uses to respond to such calls, the average length of time Division staff must wait on hold before being connected with a vendor

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representative, and the average length of time it takes to resolve trouble calls Include the toll-free number in the proposal.

RESPONSE: Confirmed. Smart Communications provides 24/7/365 support for the services we provide. Division staff is supported by our Technical Support Center, which can be reached toll-free at 844-346-0988 or via email at support@smartcommunications.us.

Please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***" for additional details.

i. Provide an escalation plan for resolution of complaints or problems that are not handled within normal response times. Identify the name, title and telephone number of management-level employees to be contacted above the person responsible for the account. Disclose and explain the procedure for notifying the next level, including the timetable for notification.

RESPONSE: For escalation procedures regarding customer support issues, including maintenance, outages and reporting issues for the proposed systems, please refer to "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

j. Due to the high number of lightning strikes that the facility incurs the vendor must provide a description of how it intends to provide adequate surge/strike protection for the proposed system. The use of traditional "power strips" will not suffice for this requirement.

RESPONSE: Confirmed. Smart Communications will provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the proposed system.

k. The vendor will maintain on-site at the Division a stock of commonly used telephone parts (such as handsets, keypads, etc.)

RESPONSE: Acknowledged and agreed.

l. The vendor will agree to refrain from using the Division system as a beta- testing site or for the training of service technicians.

RESPONSE: Acknowledged and agreed.

m. State the location of the vendor's nearest service center to the Division detention facilities. Indicate where additional or replacement parts are stored and the location of the person(s) responsible for monitoring operations and responding to maintenance or service calls. Vendor must guarantee that it will provide telephone equipment personnel who have been fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.

RESPONSE: Smart Communications' offer includes the provision of a dedicated, full-time, On-Site Certified Technician (OCT). This individual will be responsible for monitoring operations, proactive maintenance, responding to service ticket requests and various other duties, as detailed in "***Exhibit B: Service Escalation Matrix and Maintenance Plan***."

To facilitate minor hardware repairs and additions, the OCT is provided with an inventory of common spare devices and replacement parts (telephone stations, handsets, circuit boards, kiosks, tablets, etc.). This inventory is typically stored on-site in the OCT's allocated workspace, so it is readily available when needed. If the OCT does not have a required part in inventory, the item will be drop-shipped to the site from Smart Communications' warehouse located in Seminole, FL.

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n. Define the features and/or functions of the system that are controlled, programmed or implemented from remote facilities. State how often functions are updated and by whom. Describe how the telephones are polled by the system, how often this occurs and the information gathered during remote diagnostics. Indicate the point in this process the vendor and the Division are informed that one or more phones may be down. Include vendor's track record in remote diagnostics, and the vendor's policies and procedures for notifying the Division of scheduled service or maintenance that may result in a service interruption to any offender telephone or service.

RESPONSE: All infrastructure supporting the communications systems we provide at your facility is reliably maintained by our U.S.-based Network Operations Center (NOC). The NOC remotely monitors the health, security and capacity of our system hardware, software applications and associated networks 24/7/365 to help ensure 99.99% uptime. Our systems are periodically polled at intervals of two minutes for connectivity, with crucial operational statistics transmitted every ten minutes.

Our monitoring and polling functions are configured to automatically alert our NOC to connectivity or operational issues. When an issue is detected, the NOC will create a support ticket, which the facility can view in the SmartEcosystem™ Dashboard, detailing the issue detected and measures being taken to resolve the issue. As Smart Communications' systems are centralized, most issues can be corrected remotely. If an issue cannot be resolved remotely, the support ticket will be forwarded to the On-site Certified Technician (OCT) provided. When the issue has been resolved, the OCT will close the support the ticket. The NOC further maintains infrastructure by performing regular system updates such as third-party content and bug fixes. Maintenance updates are typically performed between the hours of 1:00am – 6:00am EST. In the unlikely event that a maintenance update requires system downtime, your facility will be notified by your Account Manager 24 hours in advance.

o. The vendors must provide a system that does not need to be taken "off- line" in order to make changes, additions or retrieve reports.

RESPONSE: Confirmed.

p. Explain the vendor's policy on call traffic analysis. How often does the vendor analyze call traffic? What are the steps included in the analysis?

RESPONSE: An ample amount of excess capacity is built into every network Smart Communications deploys in a facility. This excess capacity anticipates facility growth and expansion, as well as serves as a safeguard to ensure peak system performance as well as 99.9% uptime during heavy usage periods. All SmartEvo™ ITS call traffic and network usage are remotely monitored 24/7/365 by Network Operations Center (NOC). The advanced monitoring application used issues an immediate alert to our network engineers whenever concurrent telephone call volume or SmartKiosk™/SmartTablet™ device network traffic at a client partner facility exceeds 75% of available network capacity. When a client partner facility consistently exceeds 75% of available network capacity, additional circuit bandwidth and/or infrastructure will be added to the facility and/or our data centers, at ***no cost*** to the Division.

q. Disclose and explain the vendor's policy/procedure to add, move, upgrade and/or change equipment hardware and software. Include the procedures that would be used by the Division to obtain upgrades/enhancements and any costs, if any, to the Division.

RESPONSE: Smart Communications is committed to delivering new technologies and system improvements to our clients as soon as they are available. We schedule quarterly releases of application upgrades, including an

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annual major version update. Hot issues or emergency feature requests are incorporated into our development cycle or released as system patches; all changes are subject to the same strict development process. Between scheduled updates, minor system patches may be applied as needed to incorporate urgent client feature requests. All system patches and upgrades are provided at no cost.

To ensure we provide the Division with the best support and maintenance service possible, our offer includes the provision of a dedicated, full-time On-Site Certified Technician (OCT). This individual will facilitate all Division requests for the addition, removal or relocation of inmate telephone hardware. These requests will be fulfilled by Smart Communications at ***no cost*** to the Division.

r. The vendor must provide all necessary labor, parts, materials and transportation to maintain all proposed telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract. The equipment installed at the Division's facilities will remain the sole and exclusive property of the vendor. The Division will not be responsible for any damage to equipment.

RESPONSE: Acknowledged and agreed.

G. Reporting Requirements

a. Upon request the vendor must provide call detail records (CDR) related to calls originating from the Division's detention facilities, on a monthly basis, for Local, IntraLATA, InterLATA, Intrastate, Interstate, and International calls for auditing purposes.

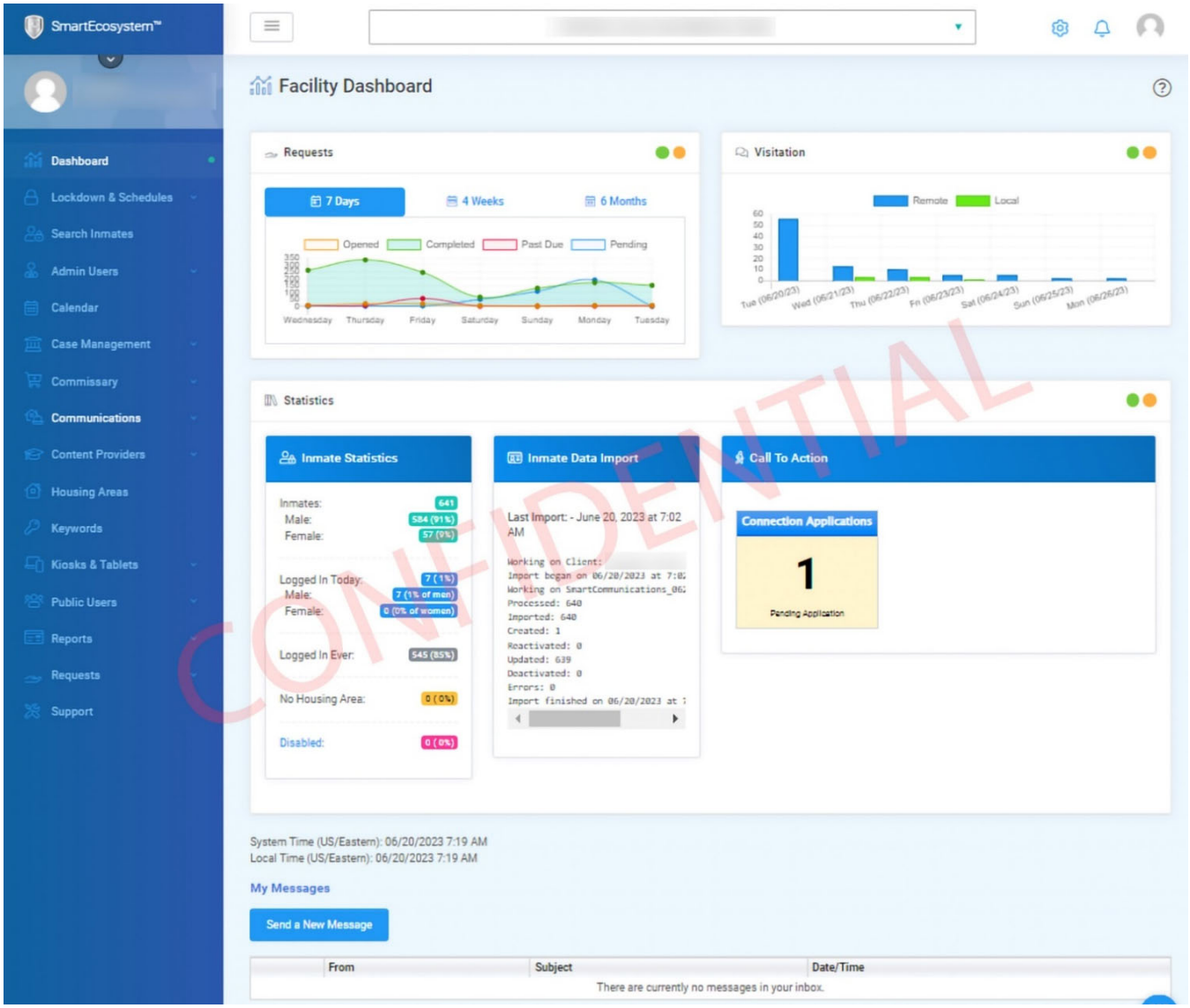
RESPONSE: Acknowledged and agreed.

b. At the request of the Division, vendor must provide correct and accurate Call Detail and Management Reports for all inmate telephone calls. Reports must include, but are not limited to the destination number, date, time and location from which the call was made, number of call minutes, type of call (Local, IntraLATA, InterLATA, Intrastate, Interstate, and International), reason for disconnect, and total billed revenue. Provide a sample Call Detail Report.

RESPONSE: All Smart Communications' inmate communication services are administered via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard's unified and fully integrated design provides authorized facility users with access to all inmate communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection to access and utilize the SmartEcosystem™ Dashboard.

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SmartEcosystem™ Dashboard Main Menu|



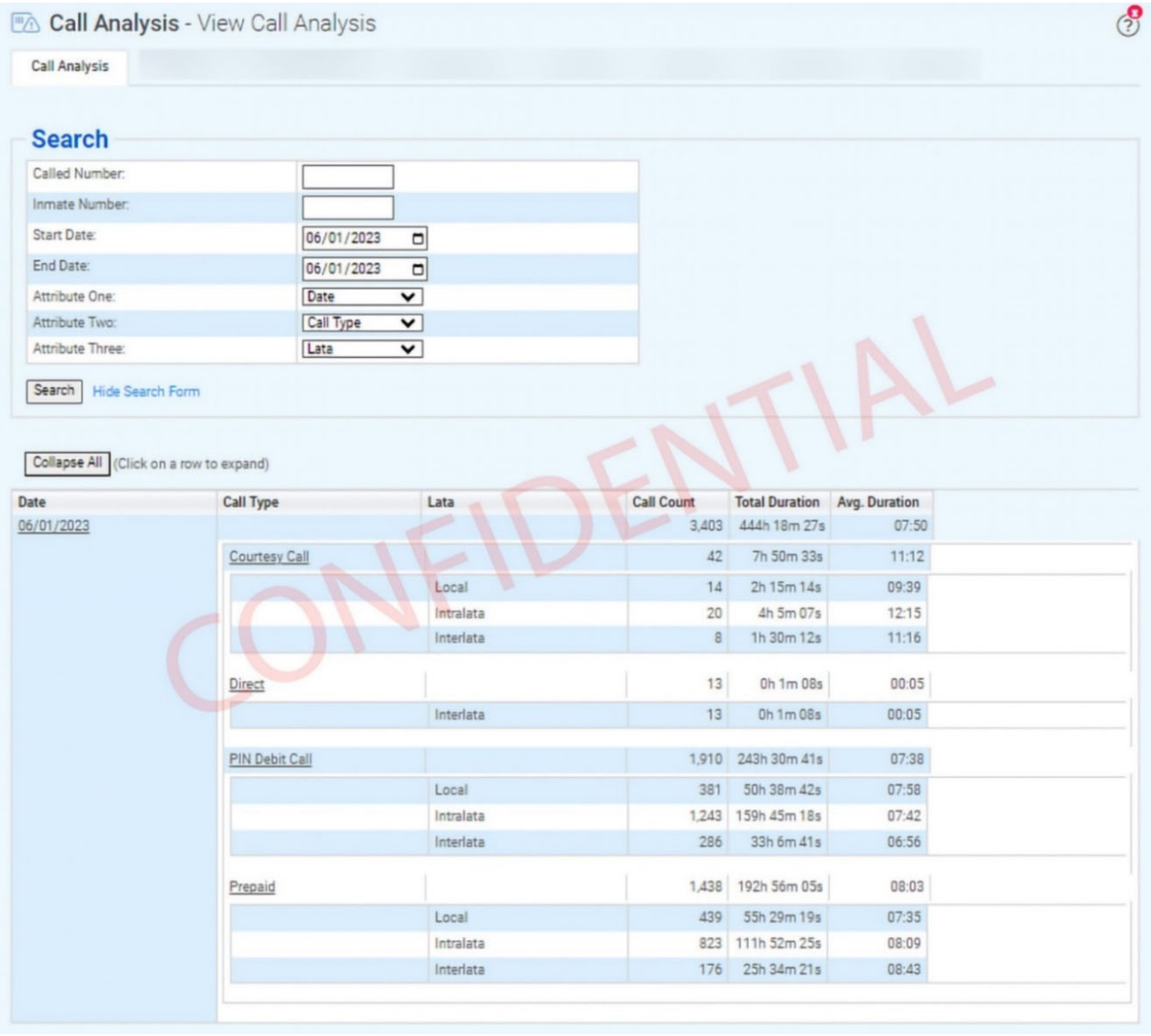
SmartEvo™ ITS Call Detail Record (CDR) Analysis, Search and Reporting Tools|

Each SmartEvo™ ITS call attempt results in the automatic creation of a Call Detail Record (CDR) that is stored on our secure and redundant data centers. The CDR captures various data points related to each call, including the date and time of the call, the duration of the call, the originating and receiving phone numbers, call type (prepaid collect, PIN debit, collect, direct, etc.), associated charges and more.

CDR data is accessible to authorized facility users via the SmartEcosystem™ Dashboard. The SmartEcosystem™ is equipped with a broad range of call analysis, call search and reporting tools to allow CDR data to be effectively used to support the facility's inmate telephone administration, investigation and security efforts.

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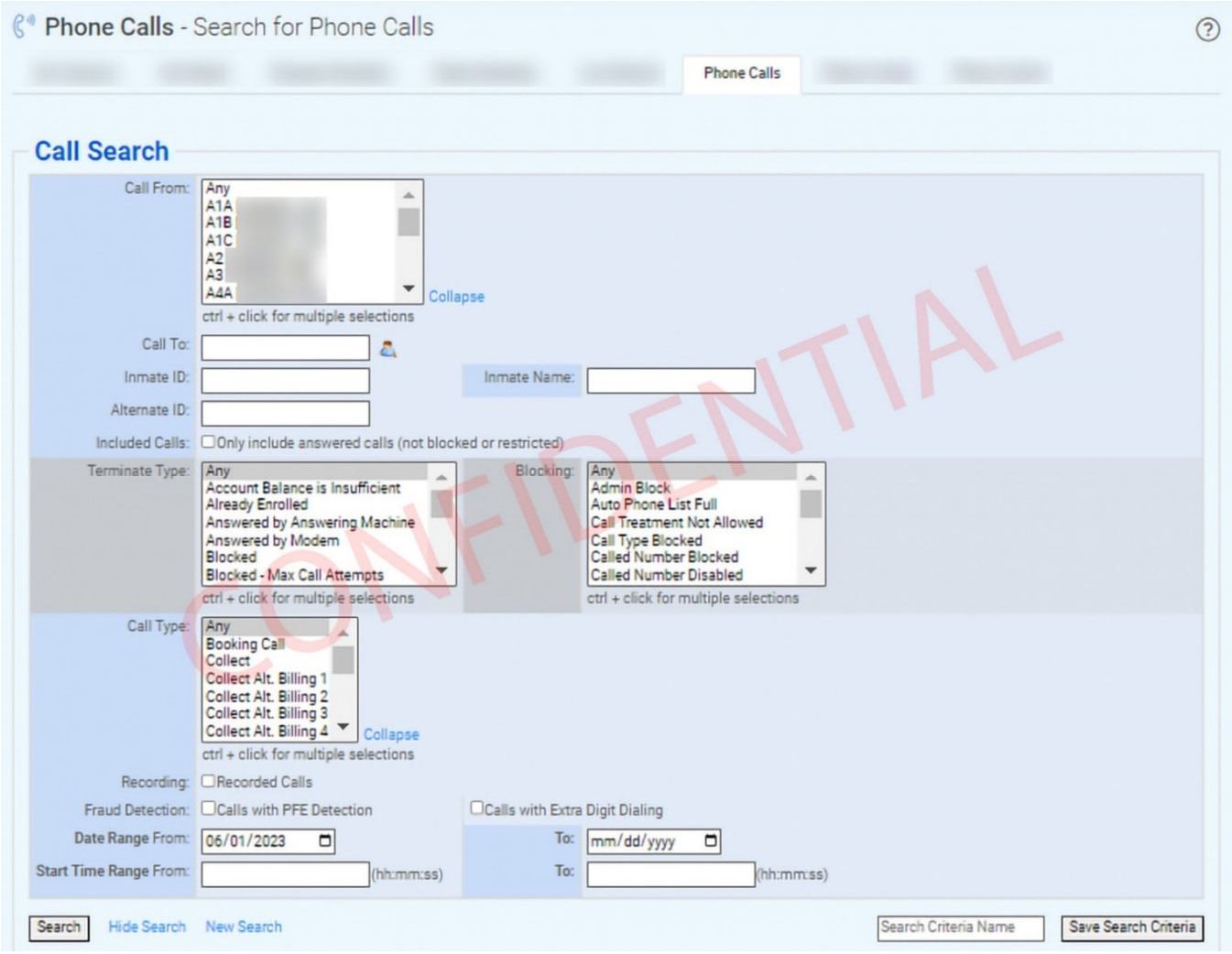
Call Analysis Search Menu|



The SmartEcosystem™ Dashboard's Call Analysis function allows authorized users to generate call record reports within a defined Date Range based on a Called Number, Inmate Number and/or the combination of up to three other separate Attributes (i.e., Call Type, Circuit (Phone Station), Termination Type, PIN, ANI, Duration, Blockcode, etc.).

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Call Search Menu|



For complete details, please refer to "***Exhibit C: Confidential SmartEcosystem™ Dashboard Overview and Sample Reports***."

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c. The system must have the ability to provide reports on a daily, weekly, monthly, yearly, or real time basis as per following examples. The data should be archived for a minimum of two years and capable of being retrieved within a twenty-four hour period when requested.

1) Calls by date; state; out of state; international; per hour per telephone; per hour per housing unit; per hour per system; by time of day; by duration; by type of call; and by number called.

2) Blocked Number Report by inmate telephone, housing unit, facility, system and blocked telephone number.

3) Frequently called numbers by inmate telephone from which the calls were made, housing unit, facility and system and by called telephone numbers.

4) Target/Hot numbers by telephone, housing unit and system.

5) Free legal calls by inmate telephone, housing unit, system and by telephone number.

6) Private legal calls by inmate telephone, housing unit, system and by telephone number.

7) Collect calls by telephone, housing unit, and system.

8) Prepaid/debit calls by telephone, housing unit and system.

RESPONSE: Acknowledged and agreed.

Explain, in detail, the system's architecture and ability to achieve this requirement.

RESPONSE: Smart Communications' proposed SmartEvo™ ITS is a state-of-the-art, web-based platform designed to provide the Division with the essentials in inmate call control. The SmartEvo™ platform has over 30 years of field experience and deployments in correctional agencies of all sizes, both domestically and outside the United States. The SmartEvo™ ITS advanced features provide a flexible system for controlling inmate calls, reducing fraud, and providing advanced investigative features and extensive reporting capabilities. The system is designed to adapt to the needs of the Division.

The SmartEvo™ ITS is a highly-reliable centralized platform utilizing carrier grade collocation facilities. The core of the ITS switch is a highly-reliable and field-proven software architecture that has been designed to provide a robust and scalable platform for telecommunications. The ITS comprises one or more switching modules and a series of redundant server modules. Server modules provide the switch with access to database operations, such as PIN and allowed number lists, as well as billing and validation functions. Using this redundant architecture, the SmartEvo™ ITS can keep calls in progress up through a server outage. The unique nature of the VoIP switching model is that a failed switch or recording module can be offloaded to any one of the other operating switches or recording modules.

The SmartEvo™ ITS is deployed in redundant carrier grade data centers to ensure maximum uptime as well as access to carrier data and voice facilities. The data centers are equipped with redundant power and generator backup provide a secure, conditioned environment that is monitored 24/7. Calls from the facility are backhauled over a Virtual Private Network (VPN) using VoIP to the data center using redundant high-speed connections provided by Tier 1 broadband backbone providers. Calls are routed through the SmartEvo™ ITS then out to the Public Switched Telephone Network (PSTN) over redundant high-speed networks. The SmartEvo™ ITS network is designed to perform consistently with the highest levels of availability, easily scales to accommodate new sites and services, and is monitored around-the-clock ensuring the highest performance is achieved.

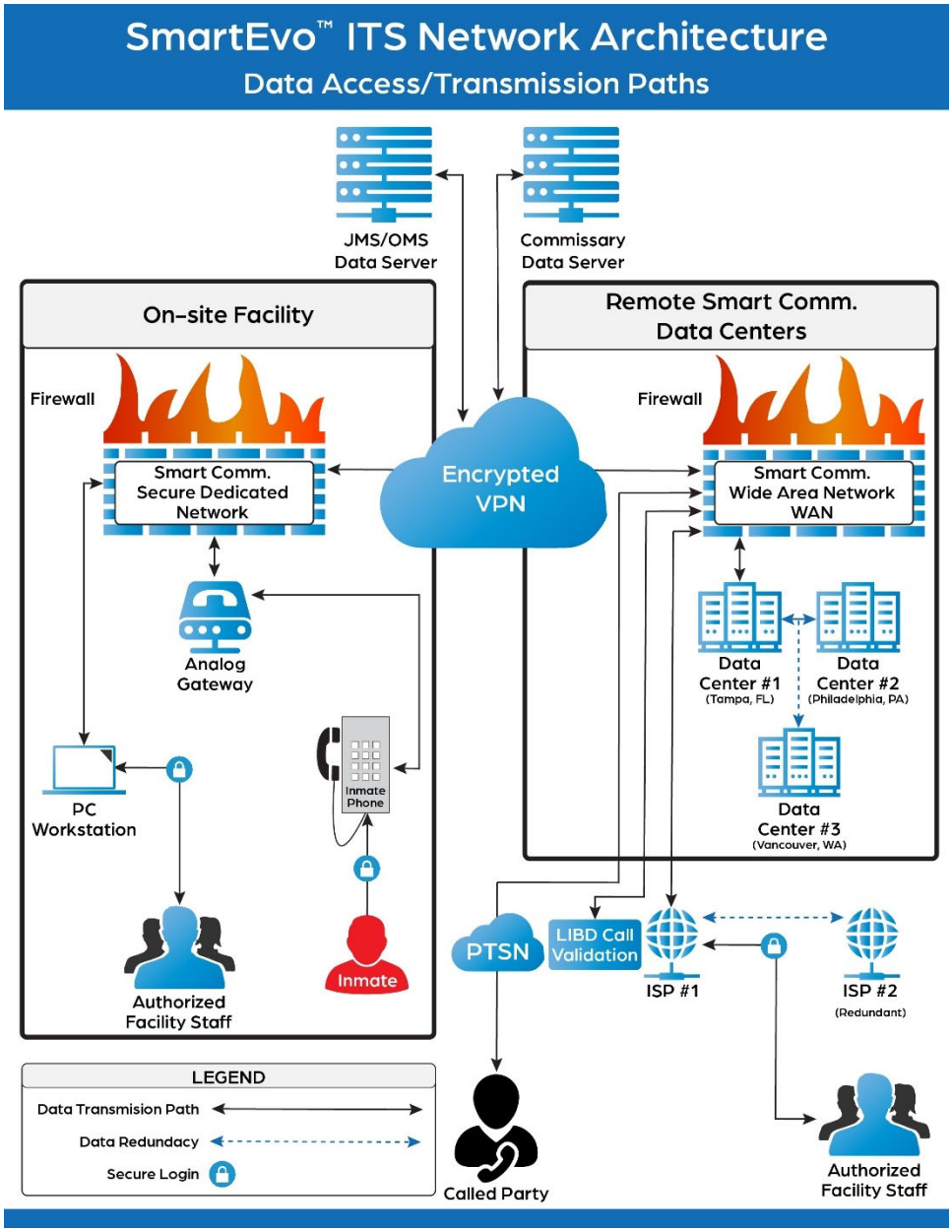
All call records and recordings are stored and backed-up on redundant Storage Area Networks (SAN). Our SAN is redundant and scalable to meet any system storage requirements. These storage systems can scale dynamically

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with no limitation on total capacity. Smart Communications will provide sufficient storage for all call recordings for the full term of the contract. All call and video recordings will remain online and are immediately available.

The SmartEcosystem™ Dashboard is a web-based administration system for the SmartEvo™ ITS. Any computer, tablet or mobile device with internet access to the SmartEcosystem™ Dashboard Web address can access the system. The SmartEcosystem™ Dashboard provides access to those users granted appropriate permissions. The Customer can configure roles or users with permission to access specific function in the SmartEvo™ ITS. All activity in the SmartEcosystem™ Dashboard is detailed in the system audit logs. Internet access is secured further by hosting the SmartEcosystem™ Dashboard using secured access HTTPS protocol.

Proposed SmartEvo™ ITS network architecture diagram.



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If additional reports are available on an "as needed" basis, provide the procedure required to furnish the report to the facility and the length of time to produce the reports.

RESPONSE: To facilitate the delivery of "as needed" reports, we have established a streamlined procedure designed to ensure a seamless experience for our clients:

9. **Report Request**: contact your designated account manager. They will assist you in understanding your specific needs and provide guidance on the available report options.
10. **Report Specification**: define the report's requirements, including the data elements, format and any customizations necessary to meet your objectives.
11. **Production Time**: the length of time to produce "as needed" reports will vary depending on the complexity of the request and the availability of data. Our team will provide you with an estimated timeframe during the report specification phase.
12. **Quality Assurance**: once the report is generated, our team will perform a quality assurance check to ensure accuracy, completeness and compliance with your specifications.
13. **Delivery**: the report will be delivered through a secure and preferred method, such as email, a secure online portal or any other agreed-upon means.
14. **Support**: our Technical Support Center (TSC) team will be readily available to address any questions, concerns or additional requests you may have during or after the report's delivery.

H. Monitoring Requirements

a. The vendor must provide the Division with the capability to turn off inmate telephones by phone, by sub-dayroom or by system. Please explain in detail the methodology provided.

RESPONSE: Confirmed. The SmartEvo™ ITS can be shut down by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at Division-designated locations. Shut down controls can be configured by individual telephone, telephone group or the entire telephone system.

b. The vendor must provide a full-scale, state-of-the-art telephone security monitoring system that, when in use, is undetectable by the inmate at the facility. Provide monitoring, recording, and call logs (at a minimum) will be provided in the administrative office. Please explain in detail the methodology provided.

RESPONSE: Confirmed. The SmartEvo™ ITS can record all non-privileged inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. Call recordings are immediately accessible for playback and/or download via the secure, web-based SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer with Internet connection – no additional hardware or software is required.

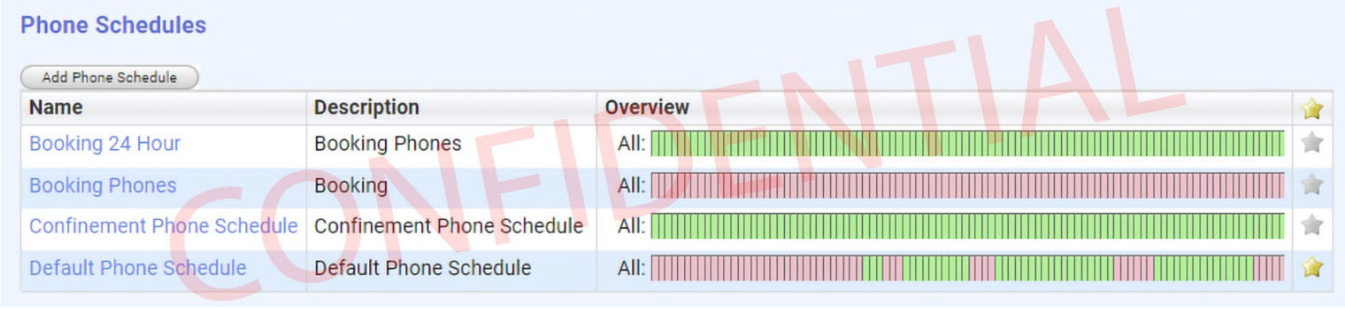
Non-privileged SmartEvo™ ITS calls can also be monitored by authorized staff or investigators in real-time via the SmartEcosystem™ Dashboard. When an authorized user logs in, they can view all calls in progress and select the call they wish to monitor. There is no indication to the inmate or called party when a call is being monitored.

c. The monitoring system must have the capability of controlling and restricting inmate telephone usage according to Division requirements. Management and monitoring of inmate telephone usage are critical components of offender telephone services. As such, vendors responding to this RFP must include a narrative that explains how its system and staff will accomplish performance and accountability in this area. The monitoring system must allow the Division to turn an offender telephone on or off with an automated cut-off

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switch; monitor an inmate telephone conversation via speakerphone; and record an inmate telephone conversation.

RESPONSE: Confirmed. Inmate calls can be limited to scheduled calling periods and can be configured facility-wide and by housing units, inmate phones, destination numbers and inmate PINs. These settings can be adjusted at any time by authorized Division staff via the web-based SmartEcosystem™ Dashboard.



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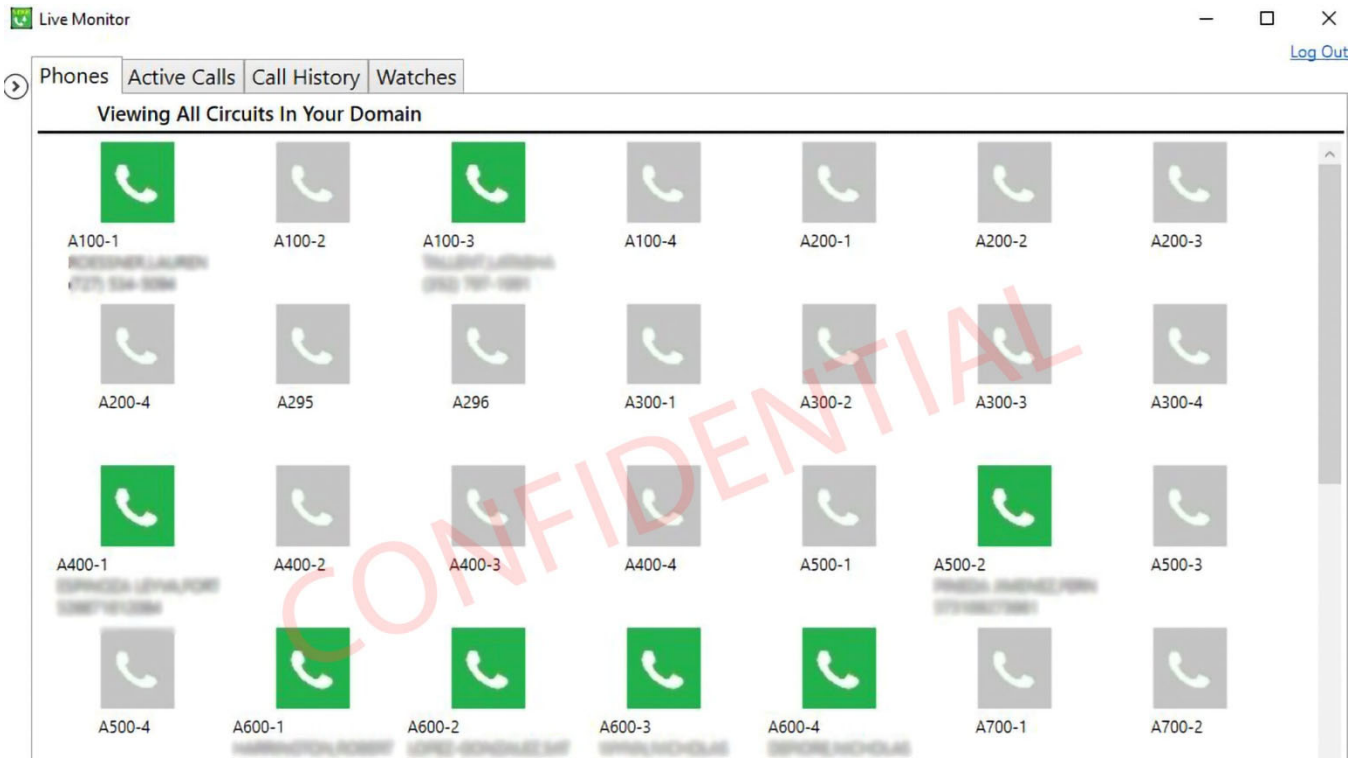
The SmartEvo™ ITS can be shut down by authorized staff via the web-based SmartEcosystem™ Dashboard or by manual switches installed at Division-designated locations. Shut down controls can be configured by individual telephone, telephone group or the entire telephone system.

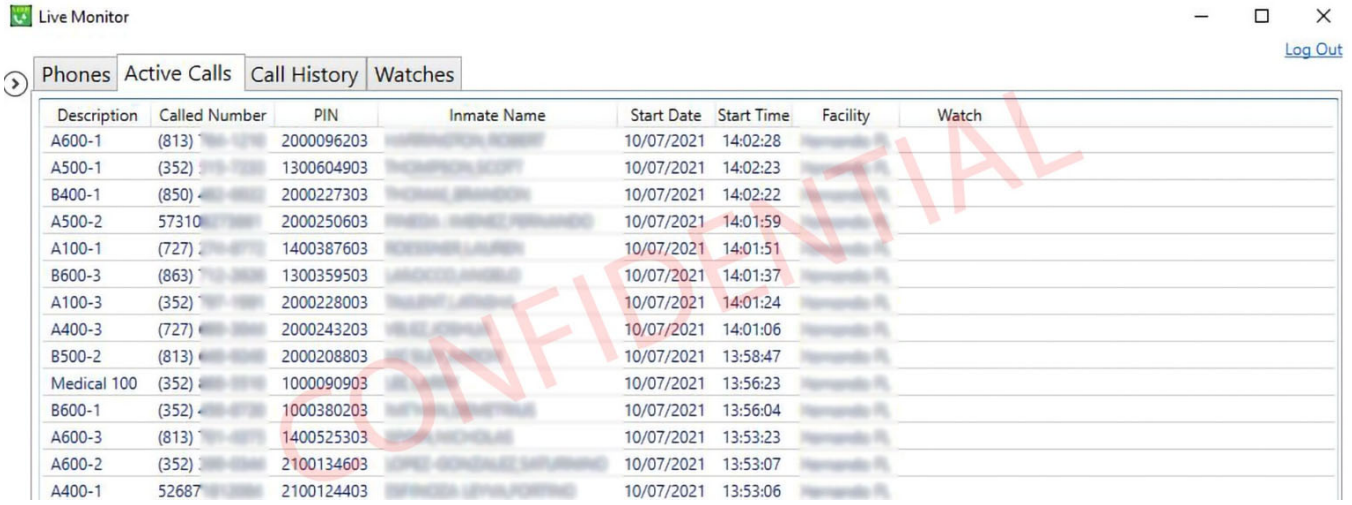
All SmartEvo™ ITS calls that are not protected by attorney/client privilege can be monitored by authorized Division or investigative staff in real time via the web-based SmartEcosystem™ Dashboard. Inmate calls can be monitored on-site or remotely on any Internet-enabled PC with a common web browser.

Call monitoring is covert as neither the inmate nor called party can detect when their call is being monitored. Calls can be monitored by multiple investigators simultaneously without affecting the recording quality.

Screenshots illustrating the information viewable during live call monitoring are provided below.

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d. The proposed system should have the ability to store up to 90 days of recorded calls for immediate retrieval, allow search and playback within 30 seconds, have the capability of downloading selective recordings to disk (CD or DVD), have a "hot number" alert feature, offer live monitoring via workstation of a conversation to a "hot number" while the conversation is being recorded, or access to recorded conversations via computer playback via controlled modem access.

RESPONSE: Confirmed.

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e. The proposed system must have the capability of deselecting the monitoring or recording function for specific telephones and telephone numbers (such as the Fayette County Legal Aid Society) called by inmates, yet retaining the ability to record the date and time the number was called.

RESPONSE: Confirmed. The SmartEvo™ ITS will be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the facility that their number should be marked as privileged, the SmartEvo™ ITS will automatically delete any previous recordings as soon their phone number is marked as privileged. Privileged calls are still tracked in the CDR for reporting purposes.

f. Describe, in detail, the capabilities and limitations of the system's recording and monitoring equipment and how it interfaces with the inmate telephone system. Describe all precautions the vendor and Division would use to guarantee security and ensure denial of unauthorized entry. Details must include if and how the system would flag that a call is to an attorney. Detail how the system/vendor ensures that numbers entered as 'private legal calls' are tracked, but never recorded.

RESPONSE: Smart Communications' proposed inmate communication technologies and services are administered via our web-based SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard incorporates many investigative tools that are fully interfaced to leverage the communications infrastructure in real time. There is no need to export or transfer data between systems. The secure, web-based SmartEcosystem™ Dashboard can be accessed on-site or remotely on any computer or smart device with Internet connection.

Live Call Monitoring:
All calls that are not protected by attorney/client privilege can be monitored by authorized staff or investigators in real time via the SmartEcosystem™ Dashboard. When an authorized user logs in, they can view all calls in progress and select the call they wish to monitor. There is no indication when a call is being monitored, so the inmate and called party are not able to detect if their call is being monitored.

Call Recordings and Storage:
The SmartEcosystem™ Dashboard can record all inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. The system will also be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the facility that their number should be marked as privileged, the system will automatically delete any previous recordings as soon their phone number is marked as privileged.

Call recordings are immediately accessible online via the SmartEcosystem™ Dashboard. Once logged in, authorized users can playback and/or download the call recordings. Recordings are downloadable in a compressed .mp3 format. Groups of call recordings can be assembled into a download set to help track calling. Download sets can be quickly shared with other staff members or investigators, eliminating the need to download the call recordings separately, transfer them to a media storage device (CD, DVD, USB Flash Drive, etc.) and send the media storage device from the facility. If call recordings must be downloaded and transferred to a media storage device, the SmartEcosystem™ Dashboard provides a simple point-and-click interface. The interface allows users to download one or a group of recordings and retain all pertinent call detail information with the recordings, for ease of use at alternate locations.

All call detail records and recordings are stored and backed-up on redundant Storage Area Networks (SAN) located in our data centers in Philadelphia, PA, Tampa, FL and Portland, OR. These storage systems can scale dynamically with no limitation on total capacity. Our software systems do not impose a limit on the number of inmate records or call detail records that can be stored. All call detail records and recordings will remain online

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and immediately available for the full duration of the contract and beyond the contract if required. Backups can be fully automated and scheduled daily during off-peak hours.

System Security:
The system is only accessible to authorized Division personnel via the secure, web-based SmartEcosystem™ Dashboard. Authorized personnel must enter their username and password credentials to log in to the SmartEcosystem™ Dashboard. After logging in, users can perform all system functions relative to their security level setting. For security, accountability and auditing purposes, all user activity, such as page views and database modifications, are logged in detail.

g. The system will need to be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance. The feature will need to allow authorized personnel to monitor a call and receive e-mail notification from any designated remote location, while the call is in progress. The call will need to be automatically conferenced to a predetermined investigators telephone number in listen mode only once the call is accepted by the called party and in progress.

RESPONSE: Confirmed. The SmartEvo™ ITS allows authorized staff to set up call watches on as many called numbers, inmates or inmate phones as necessary. The call watches can use one or more of the criteria to make complex watch conditions. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches one of the watch conditions, it will take one of the preset actions, including providing an audible notification, sending a text or email, or call a phone number and allow the user to listen to the call audio remotely. When listening remotely, the user enters a PIN and can listen to the call live, rewind or pause the call audio. When monitoring a call directly through the SmartEcosystem™ Dashboard, authorized staff can also disconnect the call in progress.

h. The system must allow for all calls remotely conferenced to designated personnel to be accepted by the individual with a unique PIN.

RESPONSE: Confirmed. When a call watch has been triggered, it will send an alert to the appropriate investigator who will need to enter a PIN to monitor the call in progress.

i. The system must have the capability to bridge a call to an authorized remote number for those phones, phone numbers, and/or PINS that are under surveillance by the investigative unit or authorized personnel. The system must have the options to allow the remote authorized personnel to receive the call to monitor at the same time the call is dialed out so the authorized personnel can hear the called party acceptance options.

RESPONSE: Confirmed.

j. The administrators must be able to continue to monitor other calls, through an on-site workstation while utilizing the remote live call- forwarding feature.

RESPONSE: Confirmed.

k. The system must be configurable to alert up to three designated personnel and prompted for a personal identification number when receiving a call from before the call is connected to the designated personnel.

RESPONSE: Confirmed.

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l. The system must allow authorized staff to enter in an e-mail address in which to receive a system generated e-mail indicating the automated call monitoring to the remote location which shall include at a minimum the inmate phone being used to place the call, the phone number being called, and the inmate placing the call.

RESPONSE: Confirmed.

m. The system must provide the ability for investigators to attach case notes to a call and view it from a report such as a call detail report. The system shall allow investigators to share notes about a call or keep them private if they choose. This feature must provide the ability to do a full text search against the notes attached to the call.

RESPONSE: Confirmed. The Investigate Interface provides a secure link between the correctional facility and external law enforcement agencies. The Investigate Interface is designed to aid Division staff and investigators with tracking and managing assets for specific incidents or individuals.

The Investigate Interface allows for the creation of new "cases" by system administrators. Once a case is created, users can publish various digital, text-searchable case-note assets to the case, such as:

- Call Detail Records
- Call Recordings
- Voicemail Messages
- Electronic and Scanned Paper Documents
- Text Data Entries and More

To keep confidential case information safe, the Investigate Interface also allows investigators to choose who can access the information stored in case files. Case files marked as "private" are only accessible to the investigator, case files marked as "shared" are only accessible to select, user-defined Division staff, and case files marked as "public" are accessible to any Division staff member with domain access.

n. The system must protect the recording from being purged when the client storage policy expires by allowing authorized staff to extend the expiration date of the associated call or download

RESPONSE: Confirmed. All call recordings from the SmartEvo™ ITS will be stored online and available through the SmartEcosystem™ Dashboard for the duration of the contract or the retention period defined by the Division. Authorized users can flag specific recordings as "locked" to prevent deletion during automated purge processes.

o. The call detail record must have the capability to download a call directly from the call detail report. The system must also allow authorized staff to copy multiple calls to a folder for download at a later time. The system must support unlimited recording folders per user. The recording folders must allow recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats. The recording folders must allow recordings to be downloaded as a ZIP file.

RESPONSE: Confirmed.

p. The Division is interested in providing off-site access to the inmate telephone monitoring system to other law enforcement agencies to use as an investigative tool. (Refer to 1.2.9) Vendor must disclose and explain the capabilities and limitations of its monitoring system to be used for this purpose.

RESPONSE: Smart Communications' SmartEcosystem™ Dashboard is web-based, allowing authorized staff to use any PC with a common web browser and active Internet connection to access and manage the SmartEvo™ ITS. Remote access provides the same features and functionalities, permitted by the user's level of access, that are available on the control workstations.

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I. System Accountability

a. Provide a thorough description of how calls are retrieved, processed, rated, billed and collected. Describe the process of how inmate telephone calls appear on commission summary reports to the Division. Provide the name of the clearinghouse responsible for billing and collection. Include in each step of the process how the vendor controls each phase. Include the procedure for notifying the clearinghouse of the call charges that apply.

RESPONSE: The billing procedure for Smart Communications' SmartEvo™ ITS adheres to the sequence described below:

At the beginning of a call, the inmate specifies the call type (i.e., Collect, Prepaid Collect, PIN Debit) and enters the destination number. The SmartEvo™ ITS validates the destination number, retrieves the rate for the call type and places the call. When the call is answered, the SmartEvo™ ITS automated operator provides the call rate information to the called party prior to call acceptance. The call rate is only applied after the call has been positively accepted by the called party. Upon completion/disconnection/termination of the accepted call, the SmartEvo™ ITS calculates the total cost of the call, which is permanently recorded in the Call Detail Record (CDR). For Prepaid Collect and PIN Debit call types, the total cost of the call is immediately debited from the appropriate account.

CDRs for Collect call types are generated in real-time and are transferred nightly to our Network Operations Center (NOC) via a prescheduled/automated process programmed in the SmartEvo™ ITS server. After receipt, our NOC personnel processes and then converts data in the CDR into a new file format that is recognizable by our contracted billing clearinghouse, ILD Teleservices. The newly formatted files are then submitted to the billing clearinghouse. ILD Teleservices then transmits the files to the appropriate Local Exchange Carrier (LEC). The LEC then applies the collect call charges to the called party's phone bill.

Smart Communications applies various quality assurance and verification techniques to minimize the likelihood of billing rejects.

b. Explain the business rules for billing, including your definition of a completed call.

RESPONSE: SmartEvo™ ITS billing begins when a call is actively accepted. A completed collect call is defined as a call that is placed by an inmate, positively accepted by a called party, and disconnected upon hang up or termination.

c. Provide information, a fee schedule, and follow-up data requested by the Division, so that the Division will be able to determine the vendor's ability to report the percentage of sales they indicate in their proposal.

RESPONSE: Commission reports accessible in the SmartEcosystem™ Dashboard reflect real-time data for inmate calls that have all been rated instantaneously. When an inmate lifts the receiver to make a call, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facilities to our network. Upon termination of the call by either end, the call record is completed and rated in real time. This information is then immediately viewable by authorized Division staff from the SmartEcosystem™ Dashboard Reports utility, making it impossible for Smart Communications or any other party to tamper with that data at any point. The SmartEcosystem™ Dashboard offers detailed reports for the Division to audit commission payments. These reports reflect recordings from every single call attempted through our service – whether billed or unbilled. Any additional reports can be customized and made accessible via the SmartEcosystem™ Dashboard.

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Public users are assessed a fee to deposit funds into a SmartEvo™ ITS Prepaid Collect or Inmate PIN Debit account, or a SmartInmate™ (Messaging, Entertainment and VVS) account. The deposit fee amount assessed is based on the deposit account type and method, as illustrated in the table below.

	Deposit Method	Fee Amount/Transaction
Deposit Fee Schedule	Secure Website (ITS)	$3.00
	Secure Website (Messaging, Entertainment & VVS)	$1.50
	Live Agent	$5.95
	Lobby Kiosk (if installed)	$3.00
	Mail-In Payment/Certified Check/Money Order	$0.00

The fees charged to users do not exceed those mandated by applicable tariffs or any rules of the Public Utilities Commission (PUC) and Federal Communications Commissions (FCC).

d. The Division must not be responsible for any unbillable, uncollectable or fraudulent telephone calls. Commissions to the Division must be based on gross billables as sent to billing and collection.

RESPONSE: Acknowledged and agreed.

e. Disclose and explain the policies and procedures the vendor has in place to limit annual bad debt, exposure to fraud, unbillables and uncollectables. Indicate vendor's percentage of bad debt, and percentage of unbillable calls.

RESPONSE: The SmartEvo™ ITS is a purpose-built digital switching platform; all aspects of the SmartEvo™ ITS have been designed for providing secured inmate calling services and features to help prevent fraudulent activities. The SmartEvo™ ITS is not a Private Branch eXchange (PBX), other type of telephone system or soft switch that needs to be tweaked into providing inmate phone calls. The SmartEvo™ ITS is delivered with many innovative security, fraud detection and prevention tools, including:

- **Voice Biometrics and PIN fraud prevention**: When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in our fully-autonomous voice biometrics system. During enrollment, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and can detect an inmate's attempt to defeat the voice biometrics engine. Active noise cancellation (ANC) is also automatically activated to reduce background noise. The voice biometric data captured during enrollment is stored in the SmartEvo™ ITS and used to verify an inmate's identity whenever they place a call. Our voice biometrics technology also monitors and continuously analyzes the voices of each party on every call in real time. Details of the analysis are retained for review and reporting after call completion. Real-time alerts can be configured to signal the detection of non-valid parties on a call that meets a preset confidence threshold.
- **Patented 3-Way Calling Detection**: Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques. The 3-Way Call Detection feature initially analyzes the existing line conditions and uses it as a baseline for the remainder of the call. The SmartEvo™ ITS monitors the call for conditions that indicate that the called party has activated a 3-Way Call or placed the call on hold. When a possible 3-Way Call attempt has been detected, the SmartEvo™ ITS performs the action as programmed by the system administrator.
- **Extra dialed digits detection and prevention**: The SmartEvo™ ITS is provisioned with enough resources to perform full time DTMF digit detection on every active call. Any dialed DTMF digits are detected and if

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not permitted, result in the call being terminated. The SmartEvo™ ITS provides flexible control over the use of extra digits during a call, including whether detection is enabled, which digits are permitted to be dialed and which digits will cause an immediate call termination.

- **Directory assistance/operator call prevention**: The SmartEvo™ ITS provides complete control over all calls placed through the system and disallows 800/900/information/operator call options. The ITS validates dialing patterns and specifically restricts certain prefixes, such as 900, 800, 888, 700, 976, 411, 911, and common patterns, such as “N11”, “10XXX”, “0” and “00”. Additionally, the ITS allows for very specific blocking based on wild card patterns, such as any “NPA” or “NPA-NXX” combinations. All inmate calls are processed by an automated operator.
- **Switch-hook/chain dialing detection and prevention**: The SmartEvo™ ITS prevents "hook-switch/chain dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call.
- **Positive DTMF call acceptance**: The SmartEvo™ ITS requires positive DTMF acceptance by the called party before an inmate’s call is connected. Called parties must physically press “1” on their telephone keypad to confirm acceptance of a call before any communication with an inmate can take place. The SmartEvo™ ITS recognizes legitimate call acceptance events and can distinguish them from standard or irregular ringing signals, answering machines, operator intercepts, quick disconnects, chain dialing, no voice from called party and other non-conforming telephone activities.
- **Incoming Call Prevention**: The SmartEvo™ ITS only allows outgoing calls. It is impossible to receive an incoming call through the SmartEvo™ ITS because IPVPN circuits are used to connect the facility to the data center so there is no interface/connection to a Plain Old Telephone System (POTS). Furthermore, the inmate telephones do not feature a call ringer or other way to indicate an incoming call.
- **Unlimited Call Watch Lists**: The SmartEvo™ ITS allows authorized staff to set up call watches on called numbers, inmates or inmate phones. Watches can also contain lists of numbers, such as staff, known gang members, accomplices or other high interest groups. When the SmartEvo™ ITS detects a call that matches a watch condition, it will take a preset action, such as provide an audible notification, send a text or email, or call a phone number to allow the user to listen remotely. The user enters a PIN and can listen to the call live, rewind or pause the call audio. The user can also disconnect the call in progress.

Smart Communications’ bad debt is less than 0.2%, with unbillable calls being less than 0.05%.

f. Detail the process the vendor will employ to complete calls to unbillable telephone numbers.

RESPONSE: Smart Communications’ SmartEvo™ ITS offers a variety of call payment options to help inmates stay in touch with family and friends. Call payment options supported by the SmartEvo™ ITS include Collect, Prepaid Collect (PPC), PIN Debit and Direct Bill.

To ensure maximum call completion, we have eliminated the need to set up billing arrangements with specific Competitive Local Exchange Carriers (CLECs) to complete collect calls to particular destination numbers. Using our prepaid calling solution allows the inmate a single complimentary one-minute call to each dialed number to explain account setup and funding options. Once the free call has been completed, the called party has the option to be instantly transferred to a live Smart Communications Customer Care Representative who can explain calling options and help the called party set up and fund a PPC account. Calling will be enabled as soon as the account is set up and funded.

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The majority of SmartEvo™ ITS call traffic is generated from PPC or PIN Debit calls. Over the past few years, there has been a decreasing number of CLECs and Local Exchange Carriers (LECs) that accept collect call billing. Typically, less than 2% of calls from our facilities pass validation and are eligible for traditional collect call billing.

g. Include a plan of action for integrating a prepaid calling system to the inmate commissary system. The current commissary provider is Canteen Correctional Services.

RESPONSE: Smart Communications' Network Operation Center (NOC) team will be responsible for interfacing the SmartEvo™ ITS with the Division's current JMS and commissary provider to provide ease of transferring money from the inmate's trust fund/commissary account to their ITS prepaid debit account as well as refunding any unused funds to the trust account upon the inmate's release.

The SmartEvo™ ITS provides one of the most flexible suites of interfaces to facilitate integration with third party systems such as JMS, inmate trust and commissary applications. With support for Real-time Modern SOAP and Restful Web Services, legacy flat file support including data translation and mapping tools and over 30 years of experience, nearly any integration can be achieved by our Network Operations Center (NOC) team.

h. Include a detailed explanation of other options offered by the vendor for the public to use to establish a prepaid calling account.

RESPONSE: Public users can make pre-payments for a specific phone number, pre-paid collect account or inmate account for any inmate communication services specific to this RFP in the following ways:

- Customer Care Center (Live Operators): 888-253-5178
- Interactive Voice Response (IVR): 888-253-5178
- Online: www.SmartInmate.com
- On-Site deposit kiosk (if installed)
- Western Union or money order

i. The vendor must provide a toll-free number for the public to use in checking their billing status.

RESPONSE: Confirmed. Our Customer Care Center representatives are available toll-free at 888-253-5178 to respond to any called party questions or billing concerns, 24/7/365.

j. The vendor must provide a toll-free number for the public to use in resolving billing questions. Vendor must include the process it uses to respond to inmate and/or inmate family complaints and requests for information. Indicate the average length of time a person must wait on hold before being connected with a customer service representative; and the average length of time for a customer complaint or request for information to be resolved. Include the toll-free number in the proposal.

RESPONSE: Public users who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-253-5178 or by visiting www.SmartInmate.com.

Inmates can submit a support ticket from a SmartTablet™ or SmartKiosk™ device.

The average on-hold time to reach a live, Smart Communications Customer Care Center representative is approximately 30 seconds. Our goal is to answer 80% of calls within 30 seconds. Service calls and support tickets are answered/responded to in the order in which they are received.

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k. Define the vendor's policy and experience with three-way conference calling from the inmate phones. Disclose and explain controls that the vendor has in place to limit three-way calling.

RESPONSE: Confirmed. Smart Communications' patented 3-Way Call Detection System is a highly-effective fraud deterrent. The system is integrated in the SmartEvo™ ITS without requiring additional hardware or software. Our 3-Way Call Detection System is unique in its ability to dynamically adapt to each phone call based on the complete end-to-end network conditions. This is a substantial improvement over traditional simple threshold silence detection techniques.

Highly Accurate 3-Way Call Detection:
The patented detection algorithms are completely developed and maintained by in-house digital signal processing engineers. As 3-way calling does not utilize a dedicated network signaling protocol, any detection system is forced to make the decision to act based on the information which can be observed on the live call. The algorithms in the SmartEvo™ ITS are tuned to perform to the level of aggressiveness desired to provide a good balance between detecting true 3-way calls versus false-detecting other call activities.

A common problem with all 3-Way Call Detection Systems, especially simple silence detection system, is falsely identifying legitimate calls as 3-way attempts due to common occurrences, such as placing a phone down on the table or covering the mouthpiece. Smart Communications' 3-Way Detection algorithm is specifically designed to avoid these problems by dynamically adapting at the start of each call, and during the ongoing call, by analyzing the characteristics of the telephone circuit in use. By adapting on the fly, our system can learn the difference between a true "on-hold" event versus a simple quiet conversation period. Our system can further adapt its performance based on geographic destinations or even specific called numbers and exchanges.

Operation:
The 3-Way Call Detection feature initially analyzes the existing line conditions to use as a baseline for the remainder of the call. The system then monitors the call for conditions that indicate the called party activated a 3-way call or placed the call on hold. When a possible 3-way call attempt has been detected, the system performs the action as programmed by the administrator and a record of the event is stored in the call detail record. After the call is complete, the 3-Way Call Detection System resets and waits for the next call to begin.

Fully Digital Signal Processing (DSP):
The SmartEvo™ ITS uses an all-digital processing system to analyze the characteristics and performance of each telephone call. Each port in the system provides a dedicated Digital Signal Processing (DSP) resource.

Dynamic Calibration, Remote Configuration and Adjustment:
At the start of each call, the system adapts the 3-way call process parameters based on the actual line and call conditions. Internally, the system has over 18 soft parameters that provide a fine level of precision to the call detection system. Most installations can use the factory settings, which are the result of extensive field trials and analysis. If necessary, these the parameters can be remotely adjusted to obtain optimum system performance.

Multiple Detection Options:
Upon detection of a 3-way call attempt, the system performs the action as programmed by the administrator:

- Disconnect the call
- Play a single prompt or begin playing a prompt at random intervals during the call
- Take no external action

Enable or Disable Detection:
Each call processed by the SmartEvo™ ITS can be classified and tagged to enable or disable 3-way call detection.

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This feature makes it possible to disable 3-way detection for calls to valid individuals, such as lawyers or public defenders, and enable it for calls to other numbers.

Record and Store Detection Details for Each Call:
The SmartEvo™ ITS creates a Call Detail Record (CDR) for each call. This record includes a field that indicates detection of a 3-way call attempt. Authorized users can retrieve information about 3-way call attempts through the call detail reporting feature.

GENERAL CONDITIONS & REQUIREMENTS

The proposal must include a technical response as well as a response in layman's terms for each requirement listed in this section. Each response must state that the vendor acknowledges and understands the requirement, how the vendor will accomplish or meet the requirement, and specific performance measures for the Division to monitor vendor performance in that area.

A. General Requirements

Services must be guaranteed for the duration of the contract period.

RESPONSE: Acknowledged and agreed.

B. Vendor Disclosure

a. The vendor must disclose and explain all one-time costs, if any, to the Division associated with the purchase, installation, and implementation of the inmate telephone system and recording and monitoring system, and all ongoing costs, if any, to the Division, for service, maintenance and the day-to-day operation of the inmate telephone system and recording and monitoring system. The Division will not be responsible for any costs not included in the vendor's proposal. As such, it is critical that the vendor fully understand the facilities, facility locations, grounds, wiring, cabling, software and equipment requirements, and any other factor(s) that could impact inmate telephone services.

RESPONSE: Not Applicable. Smart Communications will be responsible for all costs associated with the installation, maintenance and support of our proposed technologies and services, including equipment, hardware, wiring, installation, configuration, training and setup, etc. – there are no "one-time" or "ongoing" costs.

b. The vendor must state how long it has operated as an inmate telephone service provider, if the vendor has provided service under any other name in the past five years and if the vendor is currently involved in any litigation due to nonperformance, or with any competitors.



RESPONSE: Smart Communications was formed in 2009 and has been providing inmate communication technologies and services since our inception. Our SmartEvo™ ITS platform was introduced in 2018. The SmartEvo™ ITS platform was developed and is supported by the most knowledgeable and experienced individuals in the correctional telecommunications industry. For example, our Vice-President of Engineering, Thomas Spadaro, has over 30 years of experience in the design and development of real-time, large-scale communications systems for corrections. He worked on the development of the voice systems used by many of the major telecommunications carriers and service providers, including BellSouth, Verizon, AT&T, Sprint and several international carriers. In 1986, Thomas was credited as the co-inventor of the *first* purpose-built Inmate Phone

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Control System (IPCS) for Bell South. In 2000, he played a critical role in the introduction of the *first* Voice-Over Internet Protocol (VoIP) enabled IPCS and holds the earliest patent of this application. The telecommunications systems and software developed by our staff have been installed in over 450 correctional institutions and used by more than 158,000 inmates in the United States and abroad.

Smart Communications has never been involved in any litigation due to nonperformance of contract obligations. Smart Communications is currently engaged in litigation as a plaintiff against certain competitors relating to the misappropriation and protection of its intellectual property rights.

c. Vendor must disclose if it is presently negotiating a sale, acquisition or merger, which would alter its structure as described in its proposal.

RESPONSE: Not applicable. Smart Communications is not presently negotiating a sale, acquisition or merger that would alter our structure as described in our proposal.

d. Vendor must disclose any plan(s), which would result in sale, transfer, elimination or substantial modification to inmate telephone services described in its proposal.

RESPONSE: Not applicable. Smart Communications does not have any plans that would result in the sale, transfer, elimination or substantial modification to our SmartEvo™ ITS services as described in our proposal.

e. The vendor must explain how its rates compare to dominant carrier rates, if the rates are registered with the Kentucky Public Service Commission.

RESPONSE: In May 2021, the Federal Communications Commission (FCC) released 2021 ICS Order, which, among other actions, reformed the treatment of site commissions, set new interim interstate rate caps for prisons and jails with average daily populations of 1,000 or more incarcerated people, and capped international calling rates.

Type of Facility	Maximum Total Interstate Rate Cap (per minute)	Maximum International Rate Cap (per minute)
Prisons	$0.14*	$0.14* plus the average amount the provider paid to send calls from the U.S. to the foreign country
Jails with 1,000 or more incarcerated people	$0.16*	$0.16* plus the average amount the provider paid to send calls from the U.S. to the foreign country*
Jails with less than 1,000 incarcerated people	$0.21	$0.21 plus the average amount the provider paid to send calls from the U.S. to the foreign country

* These $0.14 and $0.16 caps include a $0.02 per minute allowance for "site commissions" if the service provider pays a prison or jail for the right to serve that facility. Where the provider pays no site commissions, these caps are $0.12 for prisons and $0.14 for jails. Where a state or local law sets the site commission amount, the provider may pass that amount through to consumers, as long as the total amount billed to the consumer is no more than $0.21 per minute.

Source: https://www.fcc.gov/general/ics-data-collections

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As the Lexington-Fayette Urban County Division of Community Corrections is a jail which houses 1,000 or more incarcerated people, service rates associated with ITS interstate and international call type rates must not exceed $0.16/minute if site commissions are offered or $0.14/minute if no site commissions are offered.

Smart Communications is presenting the Division with six separate cost proposals/financial offer Options (A, B, B1, B2, C and D). As illustrated in the table below, ITS service rates associated with our offer Options are 12.5% to 57.1% lower than the rates that are allowed by the FCC:

SmartEvo™ ITS/FCC Rate Cap Comparison Table				
Offer Option	**Proposed ITS Service Rate/Minute**	**FCC ITS Rate Cap/Minute**	**% Lower than FCC ITS Rate Cap**	**ITS Commission Rate**
A	$0.14	$0.16	12.5%	85.0%
B	$0.12	$0.16	25.0%	75.0%
B1	$0.10	$0.16	37.5%	65.0%
B2	$0.08	$0.16	50.0%	55.0%
C	$0.06	$0.14	57.1%	N/A
D	$0.08	$0.14	42.9%	N/A

NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/Interstate, Interstate and International) and payment types (Collect, Direct-Billed, Prepaid Collect and Inmate PIN Debit). ITS rates are fixed and do not change based on the time of day the call was placed/received. ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund.
**Service rate/call cost only applies inmate calls after their two free 20-minute daily calls have been utilized.*

Please note that ITS service providers are not required to file rates with the Kentucky Public Service Commission.

f. Detail any complaints which have been filed against the vendor, its subsidiaries, parent, or other corporate affiliate, or its sub-contractors by the FCC or Kentucky Public Service Commission in the past five years.

RESPONSE: Not applicable. Smart Communications, its subsidiaries, parent, or other corporate affiliate, or its sub-contractors are not aware of any complaints filed by the FCC or Kentucky Public Service Commission in the past five years.

g. Provide a complete list of all detention clients the vendor is presently under contract to for inmate telephone services. Provide, at a minimum, five references of inmate phone installations similar in size to that of the Division. Include the name of the facility, installation date, type of system, inmate population, number of inmate telephones, call volume, and the facility contact name with current address, phone number, fax number, and email address.

RESPONSE: Smart Communications is pleased to provide the following five client partner facility references regarding inmate phone installations similar in size to that of the Division:

REFERENCE #1	
Facility Name:	Louisville Metro/Jefferson Co. Dept. of Corrections
Address/Location:	400 S. 6th St., Louisville, KY 40202
ADP and Jail Capacity:	**ADP**: 1,350 | **Capacity**: 1,850 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services, including 287 ITS phone stations, 1,245 inmate tablets and 87 kiosks

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System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
Oct. 2023 Monthly Call Volume Details:	**# of Calls**: 88,493 | **# of Minutes**: 813,926
Primary Point of Contact:	Maj. Larry Bisson
POC Phone and Email:	502-379-3551 | Lawrence.bisson@louisvilleky.gov
Go-Live Date:	09/07/23

REFERENCE #2	
Facility Name:	Southwest Virginia Regional Jail Authority (SWRJA)
Address/Location:	15205 Joe Derting Dr., Abingdon, VA 24210
ADP and Jail Capacity:	**ADP**: 2,114 | **Capacity**: 2,525 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services, including 241 ITS phone stations, 601 inmate tablets and 103 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartRequest™, SmartEd™, SmartEntertainment™, SmartLaw™, SmartTablet™ and SmartKiosk™ Devices
Oct. 2023 Monthly Call Volume Details:	**# of Calls**: 62,254 | **# of Minutes**: 546,035
Primary Point of Contact:	Asst. Administration Lt. Col. Dwayne Lockhart
POC Phone and Email:	276-739-3520 ext. 5008| dlockhart@swvrja.com
Go-Live Date:	11/18/20

REFERENCE #3	
Facility Name:	Brevard County Jail
Address/Location:	860 Camp Rd., Cocoa, FL 32927
ADP and Jail Capacity:	**ADP**: 1,564 | **Capacity**: 2,000 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services, including 240 ITS phone stations, 653 inmate tablets and 55 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartRequest™, SmartLaw™, SmartTablet™ and SmartKiosk™ Devices
Oct. 2023 Monthly Call Volume Details:	**# of Calls**: 93,092 | **# of Minutes**: 763,600
Primary Point of Contact:	Maj. Vere Samuel
POC Phone and Email:	321-690-1500 | vere.samuel@bcso.us
Go-Live Date:	12/09/21

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REFERENCE #4	
Facility Name:	Washoe County Detention Facility
Address/Location:	911 Parr Blvd., Reno, NV 89512
ADP and Jail Capacity:	**ADP**: 1,300 | **Capacity**: 1,299 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services, including 144 ITS phone stations, 466 inmate tablets and 53 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, SmartVisit™, SmartRequest™, SmartEd™, SmartEntertainment™, SmartLaw™, Commissary Interface, SmartTablet™ and SmartKiosk™ Devices
Oct. 2023 Monthly Call Volume Details:	**# of Calls**: 61,958 | **# of Minutes**: 575,518
Primary Point of Contact:	Division Mgr. Kimberly Lintz
POC Phone and Email:	775-325-6410 | klintz@washoecounty.gov
Go-Live Date:	03/24/22

REFERENCE #5	
Facility Name:	Denton County Jail and Juvenile Detention Center
Address/Location:	127 N. Woodrow Ln., Denton, TX 76513
ADP and Jail Capacity:	**ADP**: 1,240 | **Capacity**: 1,788 (Beds)
System Architecture and Configuration:	Implementation of a secure, independent broadband network to support various centralized/web-based inmate communications technologies and services, including 229 ITS phone stations, 370 inmate tablets and 21 inmate kiosks
System Capability and Service Options Provided:	SmartEvo™ ITS, SmartInmate™ Electronic Messaging, MailGuard®, SmartRequest™, SmartLaw™, Commissary Interface and SmartTablet™ Devices
Oct. 2023 Monthly Call Volume Details:	**# of Calls**: 96,934 | **# of Minutes**: 784,772
Primary Point of Contact:	Captain Tim Rich
POC Phone and Email:	940-349-1700 | tim.rich@dentoncounty.com
Go-Live Date:	01/19/22

A complete list of all client partner detention facilities Smart Communications is presently under contract with is presented in "***Exhibit D: Confidential SmartEvo™ ITS Client Partner Contract List***."

IMPORTANT NOTE*: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

h. Provide a list of facilities where the vendor has provided inmate telephone services in the past five years but no longer provides the service. State the reason why vendor no longer provides the service.

RESPONSE: Not applicable. Smart Communications is proud to claim that no client partner facility in which our SmartEvo™ ITS has been implemented has elected to discontinue service use.

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C. Vendor Background

a. Provide vendor's history and experience providing inmate telephone services. State the number of years in business, number of inmate phone installations, size of systems, locations and number of present contracts. For the last ten installations, include the name of the facility, location, size and installation date.

RESPONSE: Smart Communications was formed in 2009 and has been providing inmate communication technologies and services since our inception. As detailed in "***Exhibit D: Confidential SmartEvo™ ITS Client Partner Contract List***," our SmartEvo™ ITS services are currently installed and operational at over 40 locations throughout the U.S. Details regarding our 10 most recent SmartEvo™ ITS installation projects are provided below:

Most Recent Project Installation/Completion Details #1	
Facility Name:	Sanilac County Jail
Facility Address:	65 N. Elk St., Sandusky, MI 48471
Facility Size:	**ADP**: 130 | **# of Beds**: 102
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	47
# of ITS Visitation Phones Installed:	N/A
# of Tablet Devices Installed:	61
# of Kiosk Devices Installed:	17
Installation "Go-Live Date":	10/18/23

Most Recent Project Installation/Completion Details #2	
Facility Name:	Louisville Metro/Jefferson Co. Department of Corrections
Facility Address:	400 S. 6th St., Louisville, KY 40202
Facility Size:	**ADP**: 1,350 | **# of Beds**: 1,850
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	287
# of ITS Visitation Phones Installed:	8
# of Tablet Devices Installed:	1,245
# of Kiosk Devices Installed:	87
Installation "Go-Live Date":	9/7/23

Most Recent Project Installation/Completion Details #3	
Facility Name:	Somerset County Jail
Facility Address:	123 E. Fairview St., Somerset, PA 15501
Facility Size:	**ADP**: 106 | **# of Beds**: 150
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

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# of ITS Stations Installed:	22
# of ITS Visitation Phones Installed:	2
# of Tablet Devices Installed:	65
# of Kiosk Devices Installed:	N/A
Installation "Go-Live Date":	9/7/23

Most Recent Project Installation/Completion Details #4	
Facility Name:	Middle River Regional Jail Authority
Facility Address:	350 Technology Dr., Staunton, VA 24401
Facility Size:	**ADP**: 818 | **# of Beds**: 902
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices
# of ITS Stations Installed:	179
# of ITS Visitation Phones Installed:	180
# of Tablet Devices Installed:	790
# of Kiosk Devices Installed:	66
Installation "Go-Live Date":	8/9/23

Most Recent Project Installation/Completion Details #5	
Facility Name:	Erie County Prison
Facility Address:	1618 Ash St., Erie, PA 16503
Facility Size:	**ADP**: 625 | **# of Beds**: 902
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices
# of ITS Stations Installed:	148
# of ITS Visitation Phones Installed:	10
# of Tablet Devices Installed:	761
# of Kiosk Devices Installed:	29
Installation "Go-Live Date":	8/1/23

Most Recent Project Installation/Completion Details #6	
Facility Name:	Jackson County Department of Corrections
Facility Address:	1300 Cherry St., Kansas City, MO 64106
Facility Size:	**ADP**: 777 | **# of Beds**: 875
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	220
# of ITS Visitation Phones Installed:	N/A
# of Tablet Devices Installed:	901

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# of Kiosk Devices Installed:	59
Installation "Go-Live Date":	7/12/23

Most Recent Project Installation/Completion Details #7	
Facility Name:	Lafayette County Detention Center
Facility Address:	711 Jackson Ave. East, Oxford, MS 38655
Facility Size:	**ADP**: 175 | **# of Beds**: 205
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	36
# of ITS Visitation Phones Installed:	12
# of Tablet Devices Installed:	60
# of Kiosk Devices Installed:	15
Installation "Go-Live Date":	7/6/23

Most Recent Project Installation/Completion Details #8	
Facility Name:	Barren County Detention Center
Facility Address:	201 Samson St., Glasgow, KY 42141
Facility Size:	**ADP**: 230 | **# of Beds**: 255
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	46
# of ITS Visitation Phones Installed:	24
# of Tablet Devices Installed:	195
# of Kiosk Devices Installed:	30
Installation "Go-Live Date":	6/13/23

Most Recent Project Installation/Completion Details #9	
Facility Name:	Johnson County Sheriff's Office
Facility Address:	101 N. Kansas Ave., Olathe, KS 66061
Facility Size:	**ADP**: 750 | **# of Beds**: 1,040
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, Commissary Interface, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	189
# of ITS Visitation Phones Installed:	N/A
# of Tablet Devices Installed:	922
# of Kiosk Devices Installed:	44
Installation "Go-Live Date":	6/12/23

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Most Recent Project Installation/Completion Details #10	
Facility Name:	Garland County Detention Center
Facility Address:	3564 Albert Pike Rd., Hot Springs, AR 71913
Facility Size:	**ADP**: 408 | **# of Beds**: 480
Technologies and Services Provided:	SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices
# of ITS Stations Installed:	88
# of ITS Visitation Phones Installed:	N/A
# of Tablet Devices Installed:	515
# of Kiosk Devices Installed:	29
Installation "Go-Live Date":	5/23/23

We are also pleased to report that on June 23, 2023, our firm entered into an agreement with the County of San Diego to provide our SmartEvo™ ITS and various other Incarcerated Persons (IPs) communication technologies and services to the seven separate detention facilities operated by the San Diego County Sheriff's Department. In 2022, these facilities housed an average daily population of over 4,000 IPs. The execution of this agreement was the result of an extensive competitive bid process. Installation of our technologies and services are currently underway.

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for point of contact details and additional information about all agencies we service.

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

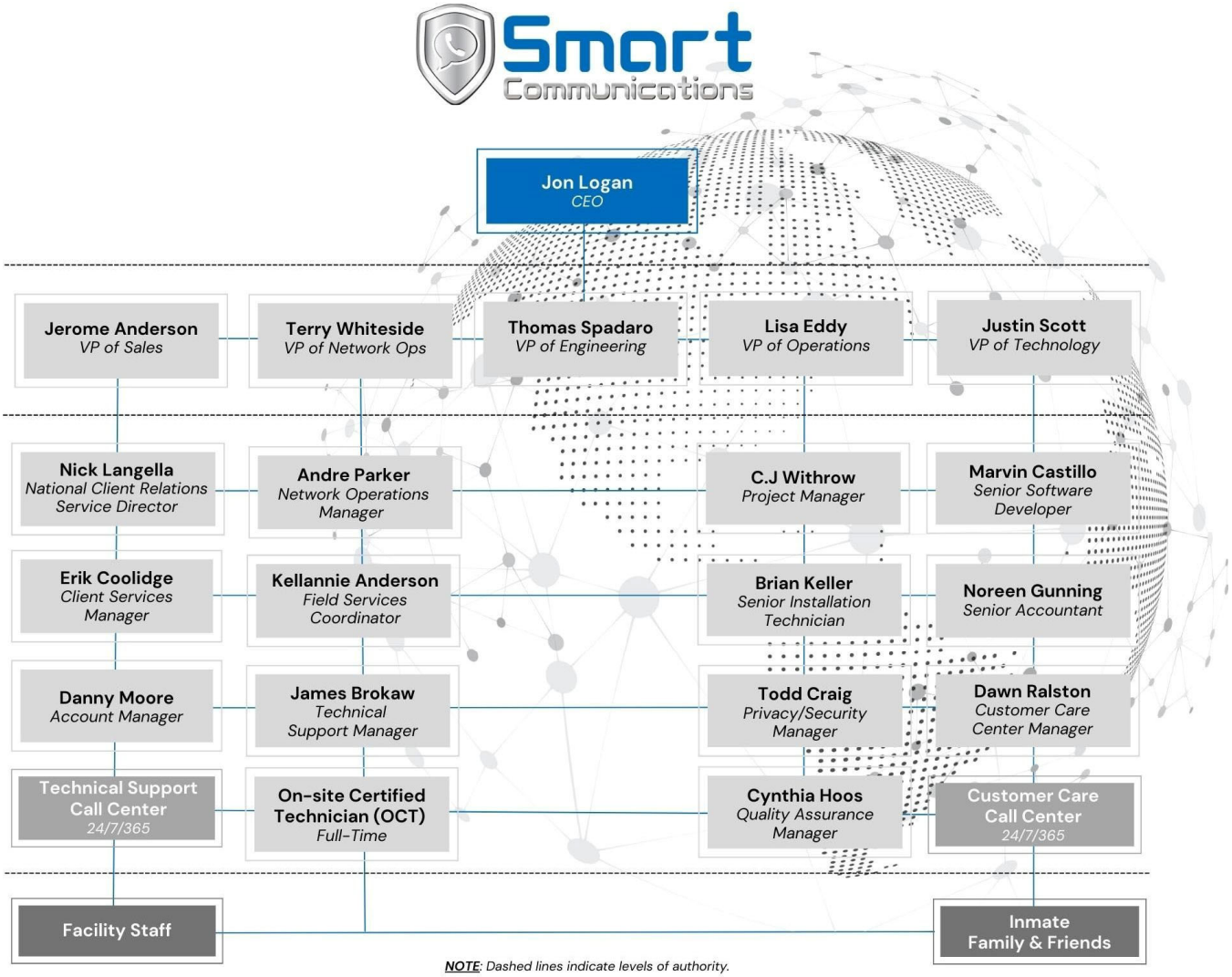
b. Vendor must indicate the form of ownership and the number of years vendor has been in business under current name(s). State previous vendor name, if applicable. Also include the names of any companies that vendor has acquired (in any manner) or has engaged with in a merger. All questions in this RFP pertaining to the vendor's organization include all associated companies as listed above.

RESPONSE: Smart Communications has operated under the same name since the company was formed and has not been involved in any company acquisitions or mergers.

c. Provide the names of each of the chief officers, if a corporation. Indicate the division responsible for inmate phones and provide an organizational chart of staff responsible for the management and administration of the division. Provide the year and state of corporation. If a partnership, provide the names of the partners.

RESPONSE: Smart Communications was incorporated in the state of Florida in 2009. Our sole chief officer is Jon Logan (CEO). An organizational chart detailing the staff responsible for the management and administration of our proposed technologies and services is provided below. Experience and qualifications of personnel to be involved with the project are detailed in section "***E. Vendor Qualifications***," item **f**.

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D. Vendor Stability

a. The vendor must be stable and financially solvent. Detail vendor's financial status and include as exhibits to the proposal, the vendor's most recent annual report or financial statement.

RESPONSE: Smart Communications Holding, Inc. is a successful, financially stable, privately owned corporation. We have an exclusive banking relationship with Truist Bank. Truist Bank is held by Truist Financial Corporation, headquartered in Charlotte, NC.

To demonstrate our financial stability and resources available to continue operations to meet the requirements of this RFP, the following information has been provided in "***Exhibit E: Confidential Financial Statements***:"

- FY 2022 Consolidated Financial Statements (Independent Accountant's Review Report)
- FY 2021 Consolidated Financial Statements (Audited)

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Please note, a fully audited version of our FY 2022 Consolidated Financial Statements should be available within the next 30 to 60 days. Unlike most firms in the industry, Smart Communications has *never* been subject to any liquidated damages or class action lawsuit.

***IMPORTANT NOTE**: Smart Communications is a privately owned company and our financial statements are highly confidential. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

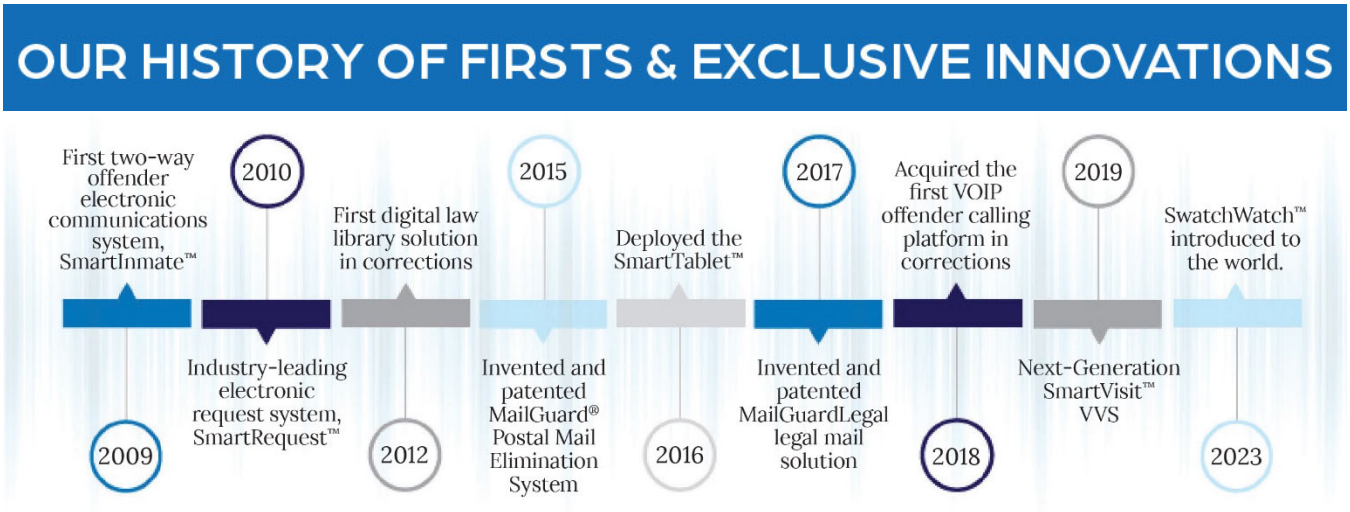
b. The vendor is required to submit a statement detailing its organization's financial stability and experience in providing inmate telephone equipment services and maintenance.

RESPONSE: Smart Communications is a true technology company driven by a passion for innovation. We are currently the fastest-growing communications company in corrections. This explosive growth is driven by earning client partner trust, listening to their needs, investing heavily in research/development and customer support, and developing innovative, first-to-market devices and features.

For over a decade, we have been delivering technologies and services that have revolutionized the corrections industry. In fact, many technologies and services that are now commonplace in corrections, such as inmate messaging/e-mail, inmate digital requests and grievances, and digital postal mail, were invented by Smart Communications.

In 2009, we launched SmartInmate™, the world's first two-way electronic messaging system exclusively designed for correctional use. SmartInmate™ not only changed the corrections environment by giving inmates access to a faster, more affordable option to stay connected with family and friends, it also provided an entirely new intelligence source to help investigators prevent and solve crimes. A year later, we launched SmartRequest™, the industry's first digital request/grievance/medical platform and deployed the first facility-wide digital law library.

The experience gained by deploying these new technologies and working directly with our facility partners gave us insight into the many challenges faced by correctional institutions and how we could use our technological expertise to provide solutions to overcome them. This solution-based approach led directly to the development of our proprietary SmartEvo™ Inmate Telephone System (ITS), the intelligent SmartVisit™ Video Visitation System (VVS), our patented, industry first MailGuard® Postal Mail Elimination and MailGuardLegal Privileged Mail Systems, and more.



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Our SmartEvo™ ITS platform was developed and is supported by the most knowledgeable and experienced individuals in the correctional telecommunications industry. For example, our Vice-President of Engineering, Thomas Spadaro, has over 30 years of experience in the design and development of real-time, large-scale communications systems for corrections. He worked on the development of the voice systems used by many of the major telecommunications carriers and service providers, including BellSouth, Verizon, AT&T, Sprint and several international carriers. In 1986, Thomas was credited as the co-inventor of the *first* purpose-built Inmate Phone Control System (IPCS) for Bell South. In 2000, he played a critical role in the introduction of the *first* Voice-Over Internet Protocol (VoIP) enabled IPCS and holds the earliest patent of this application. The telecommunications systems and software developed by our staff have been installed in over 450 correctional institutions and used by more than 158,000 inmates in the United States and abroad.

Headquartered in Seminole, FL, with various satellite offices located throughout the country, Smart Communications employs over 100 individuals, including strategically-located and experienced account and technical service representatives. Unlike other vendors that are owned and controlled by private equity funds, Smart Communications is a privately owned company and is not for sale. Our executives and team of great employees are all personally invested and here to stay. All technologies and services we offer are solely developed, managed, supported and enhanced in-house. This ensures the needs and interests of our client partners are the priority and will be met with the quickest and highest level of service and support available.

As indicated in our response to ***item a***. above, Smart Communications is a successful and financially stable corporation with the financial resources available to continue operations and meet the requirements of this RFP.

E. Vendor Qualifications

a. The vendor must be in the business of providing inmate telephone systems and related services (as specified in this RFP) for a period of three to five years before the proposal submission date. The vendor must provide documentation in its proposal supporting their experience.

RESPONSE: Smart Communications was formed in 2009 and has been providing inmate communication technologies and services since our inception. Our SmartEvo™ ITS platform was introduced in 2018. Below is a partial list of client partner facilities in which many of our proposed technologies and services, including SmartEvo™ ITS, have been installed and operational for over three years.

Facility Name	City/State	SmartEvo™ ITS "Go-Live" Date
Stephens County Jail	Toccoa, GA	5/15/20
Wayne County Correctional Facility	Honesdale, PA	7/21/20
Desoto County Adult and Juvenile Detention Centers	Hernando, MS	8/1/20
Clinton County Correctional Facility	McElhattan, PA	9/3/20
Gibson County Correctional Complex	Trenton, TN	11/12/20

For point of contact details and additional SmartEvo™ ITS client partner facilities, please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***."

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

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b. The vendor must list the names of customers in the immediate surrounding area and the years of experience in providing services in telecommunications in a correctional setting.

RESPONSE: Smart Communications has been providing inmate communication technologies and services for over 14 years. Our first client facility partner in the Commonwealth of Kentucky was established in July of 2015 through the implementation of our SmartInmate™ Electronic Messaging, SmartRequest™ Digital Request/Grievance/Medical Form platform, SmartLaw™ Digital Law Library and SmartKiosk™ devices at the Woodford County Detention Center in Versailles. Throughout the past eight years, our partnership with the Woodford County Detention Center has expanded through the provisioning of additional technologies and services, including our SmartVisit™ VVS, SmartEntertainment™ and patented MailGuard® Postal Mail Elimination System services, as well as our SmartTablet™ devices.

In September of 2023, our SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™ VVS, SmartEd™, SmartEntertainment™, SmartRequest™, SmartLaw™ Library, SmartTablet™ and SmartKiosk™ devices were implemented at the Louisville Metro/Jefferson County DOC. This project involved the installation of 287 ITS phone stations, 1,245 inmate tablets and 87 kiosks. These technologies and services are being provided under a contract our firm was awarded as a part of a competitive RFP/bid solicitation.

The same technologies and services implemented at the Louisville Metro/Jefferson County DOC are also in use at the Barren County Detention Center in Glasgow, KY.

Please refer to "***Exhibit A: Confidential Client Partner List and Testimonials***" for point of contact details and additional information about all agencies we service.

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

c. The vendor must meet all certification requirements of the Kentucky Public Service Commission, the FCC, and any other applicable laws, industry codes and standards throughout the term of the contract.

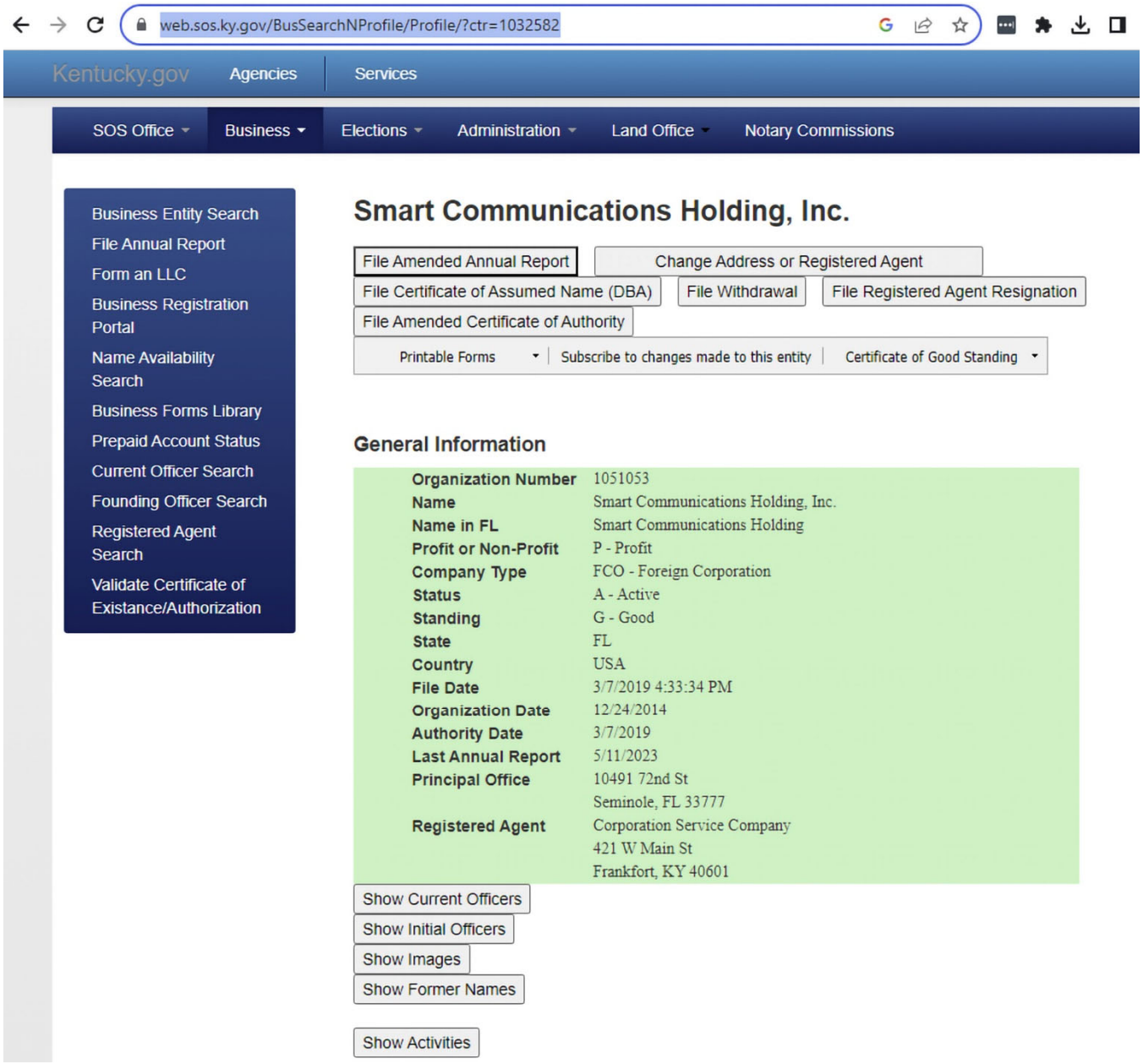
RESPONSE: Acknowledged and agreed.

d. The vendor must have all required permits, bonding and licensing to install, operate and provide the inmate telephone system and local, long distance and international call services proposed in their response to this RFP. The vendor must provide evidence that it is currently licensed to do business in the Commonwealth of Kentucky.

RESPONSE: Confirmed. Smart Communications has and/or will obtain and maintain all required permits, bonding and licenses to install, operate and provide the inmate telephone system and local, long distance and international call services throughout the contract term.

Smart Communications is registered (Organization #: 1051053) as an active Foreign Corporation that is in good standing with Kentucky Secretary of State's Office. Please accept the following screenshot from the Kentucky Secretary of State's Office website to serve as evidence that our firm is legally authorized to conduct business in the Commonwealth of Kentucky.

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e. The proposal must include the vendor's regulatory history in the Commonwealth of Kentucky and provide certification that the vendor is legally authorized to do business in the Commonwealth of Kentucky or, alternatively, will obtain a certificate to conduct business in the Commonwealth of Kentucky on or before the proposal due date.

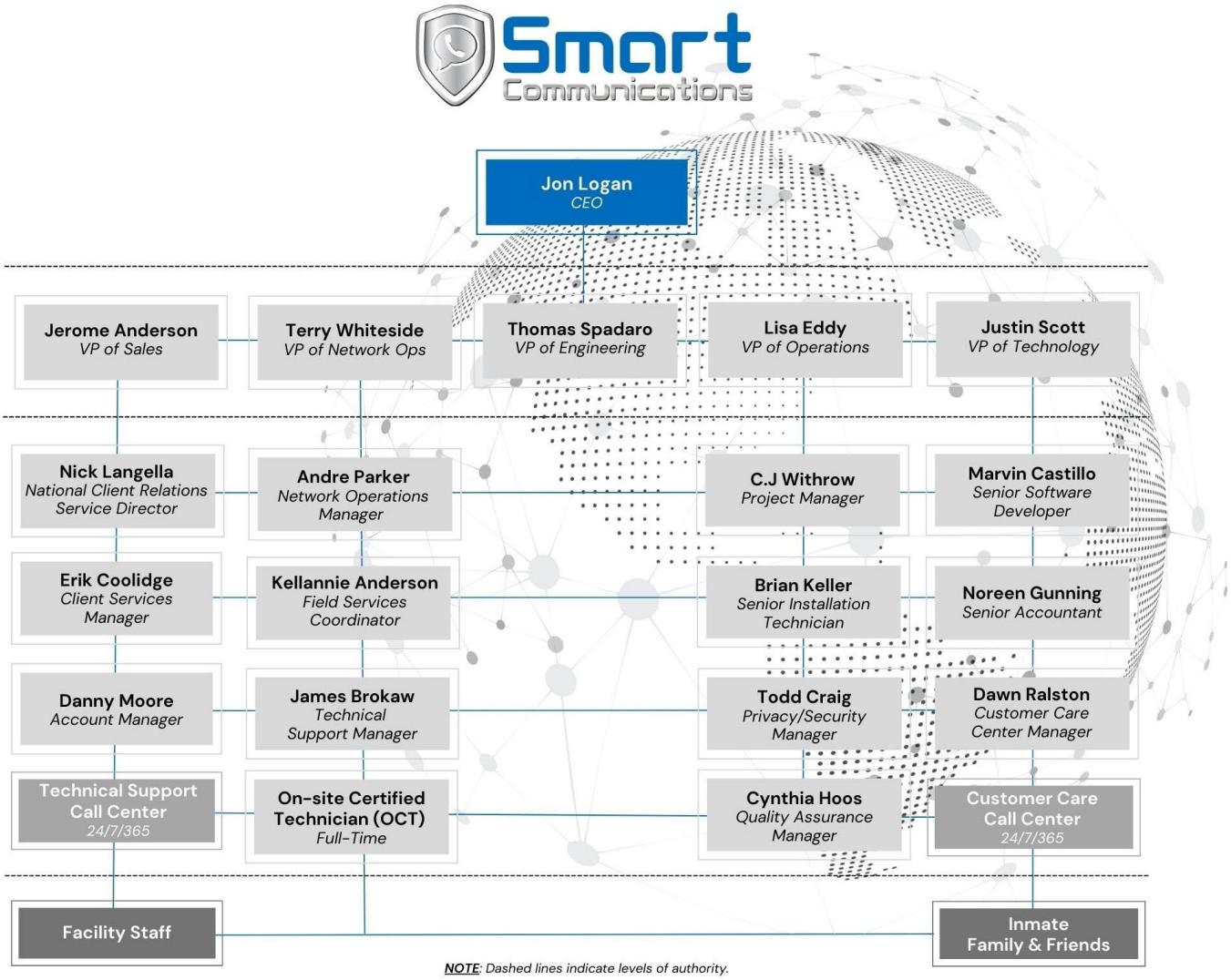
RESPONSE: Confirmed. Please accept the screenshot from the Kentucky Secretary of State's Office website provided in our response to the previous requirement to serve as evidence that Smart Communications is legally authorized to conduct business in the Commonwealth of Kentucky.

f. The vendor must identify an implementation project manager who will be responsible for the entire scope of system installation and cutover, and must be the primary point of contact for the Division during the

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installation/cutover process. Provide the position description and qualifications for the project manager, on-site manager, and all personnel who would be involved with the installation, programming, remote diagnostics, service and customer support of the Division inmate telephone system.

RESPONSE: The following Smart Communications team members will be involved to ensure the successful implementation and ongoing support for this project.



Account Manager – Danny Moore

Danny Moore is an experienced, driven and highly motivated sales professional adept at building strong and trust-based client relationships through transparent communication, responsiveness and the willingness to go the extra mile to meet their needs. Danny will serve as your lead point of contact for all matters relating to your account and service. Danny holds a bachelor's degree in Business Management from Christian Brothers University in Memphis, TN.

Project Manager – C.J Withrow

C.J Withrow has more than 35 years of experience working in a diverse range of technical and project management leadership roles in the Information and Communications Technology (ICT) sector for various firms based in Dayton,

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OH, such as Alpha Net, NetComm, Inc. and Chapel Electric. For 10 years, C.J also served as Tele/Data Instructor for the International Brotherhood of Electrical Workers (IBEW) Local 82's Joint Apprenticeship and Training Committee (JATC). C.J has degrees from both Pickaway-Ross Vocational Center (Chillicothe, OH) and the University of Tennessee – Knoxville. C.J has received training and certifications in multiple systems, including Building Industry Consulting Service International (BISCI) (DD2000 and DD102) certification, AMP Network Connect, Ortronics Systems Solutions, Leviton Voice/Data Fiber Optics and Telcom, Avaya Systimax, Axis Camera, Hubbell Permission Wiring, IBM Home Director, AT&T Fiber Optics, Oasis, OSHA and more. This training has allowed C.J to achieve proficiency in a variety of technical skills, including, but not limited to, 3M Hot Melt Connectors (ST, SC, FC), Multi Pair Cabling Splicing, 4/6/8 Pin Modular Plugs, Fluke Testers, 110 Punch Down Blocks, Corning Splicers, Wall and Rack Mount LIUs, Fiber Optic Connectors, as well as Fusion and Mechanical Splices.

Client Services Manager – Erik Coolidge

Erik Coolidge is a personable individual dedicated to providing clients with exceptional training and support. Erik has over 11 years of experience working in corrections. Prior to joining Smart Communications in 2022, Erik served for over two years as a Deputy Warden with the Tiago County Prison in Wellsboro, PA and was later promoted to Warden and served for over three years in that role. Erik's experience with serving in a correctional administration role provides him with insight about the challenges correctional facilities face and how to overcome them. Erik has been responsible for a range of client services, project management and training roles for the Eastern region. As the client services manager, he will monitor support tickets and ensure communication remains open between the clients he serves and the appropriate departments in-house. Erik holds a Bachelor of Science degree from Mansfield University in Criminal Justice Administration and has earned various certifications from the Pennsylvania Probation and Parole Board, including Firearm Education and Training Commission, Basic Training Academy, Advanced Firearms Fundamentals, Sentencing Guidelines Training and Dealing with Stress as a Probation/Parole Office.

Erik currently serves as a Client Services Manager for multiple Smart Communications client partner facilities located in Ohio, Kentucky, Michigan, Pennsylvania and Virginia including:

- Lake County Detention Facility (Painesville, OH)
- MonDay Comm. Correctional Facility (Dayton, OH)
- Morrow County Sheriff's Office (Mt. Gilead, OH)
- Barren County Detention Center (Glasgow, KY)
- Woodford County Detention Center (Versailles, KY)
- Ingham County Jail (Mason, MI)
- Butler County Prison (Bulter, PA)
- Tioga County Prison (Wellsboro, PA)
- Fairfax County Adult Detention Center (Fairfax, VA)
- Roanoke City Jail (Roanoke, VA)
- Licking County Sheriff's Office (Newark, OH)
- Montgomery County Sheriff's Office (Dayton, OH)
- Multi-County Correctional Center (Marion, OH)
- Louisville Metro/Jefferson Co. DOC (Louisville, KY)
- Jackson County Sheriff's Office (Jackson, MI)
- Clinton County Jail (McElhattan, PA)
- Wayne County Prison (Honesdale, PA)
- Newport New Sheriff's Office (Newport News, VA)
- Southwest Virginia Regional Jail Authority (SWVRJA)
- Western Regional Jail (Salem, VA)

Additional team members who will be involved in the implementation and ongoing support:

Provisioning Manager/Senior Technician – Brian Keller

Brian Keller is a detail oriented professional with over 36 years of experience in installations, troubleshooting, wiring and customer support regarding Voice over Internet Protocol (VoIP) inmate telephone and video visitation systems in the correctional facility industry. He is a dedicated team player with strong organizational skills and strives to meet or exceed customer expectations. Brian also enjoys building client relationships and has a proven track record of successfully completing any installation task assigned to him. Brian holds an associate degree in Electronics Technology, has a CISCO Network Association (CCNA) certification and has received Dbase III programming training.

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Director of Education and Client Services – Julie Gallman
Julie Gallman is gifted educator with over 28 years of classroom experience. Julie holds a BA in Elementary Education from Limestone College as well as an MA in Education from Converse College. As the Director of Education, Julie is committed to growing Smart Communications' inmate education programs as well as expanding certification training programs to help inmates gain meaningful employment upon release. Julie also serves as the Director of Client Services and she manages the on-site training of Smart Communications technologies and services when they are implemented in a facility.

Technical Support Manager – James Brokaw
James Brokaw is a talented Senior Full-Stack developer with 16 years of web development, programming and database administrator. His skillset includes Coldfusion, PHP, ASP.net, C#, Microsoft SQL Service, MySQL, Relational DB t-SQL, UDF, Javascript, jQuery, AJAX, CSS, SCCSS/SASS, Git Version Control as well as SOAP/XML data transfers. James' knowledge and ability to quickly resolve issues makes him an extremely effective Technical Support Manager.

Network Operations Manager – Andre Parker
With more than 25 years of experience in developing information technology solutions, Network Operations Manager Andre Parker specializes in seamless network design, and phone and server implementations. His strong attention to detail and organizational skills are matched by his dogged determination in creative troubleshooting and developing effective resolutions. These qualities consistently earn Andre special notice for providing exceptional customer support and communications.

Quality Assurance Manager – Cynthia Hoos
Cynthia Hoos has more than 20 years of technical expertise in the correctional industry and is responsible for managing Smart Communications' networks. Prior to joining Smart Communications, Cynthia spent 7 years as a presales technical consultant with Hewlett Packard, where she was a product specialist responsible for data-com, servers and communication products. Prior to HP, Cynthia spent 3 years with Scientific Dynamics as a Systems Integrator, where she was responsible for the inmate product certification.

Security/Privacy Manager – Todd Craig
Todd Craig is a former Acting Assistant Director, Chief of Security Technology and Warden for the Federal Bureau of Prisons (BOP). Todd brings over 36 years of federal and state correctional leadership experience, including institution security, emerging security technologies and cutting-edge enterprise-wide solution development and execution in the corrections industry. As BOP's Acting Assistant Director, Todd provided leadership, supervision and direction to 150 headquarters and 300 field Information, Policy and Public Affairs specialists at the agency's 122 field and six regional sites. He oversaw a budget of $75 million for IT infrastructure and nationwide enterprise network as well as developed, secured and deployed funding for IT infrastructure upgrade ($125 million), and contraband drone and cell phone interdiction ($17 million).

National Client Relations Director – Nick Langella
Nick Langella has over 25 years of senior level executive experience. Prior to joining Smart Communications, Nick served for three years as the Regional Client Relations Manager for an inmate communications service provider where he oversaw operations and customer relations for facilities located in Texas and Oklahoma. As a result of Nick's demonstrations, site visits and rollout of state-of-the-art equipment packages, he increased the company's portfolio by 26% as well as established programs that resulted in a vast increase in positive client endorsements.

Vice-President of Sales – Jerome Anderson
Jerome Anderson is an experienced, driven and highly motivated sales professional with an extensive knowledge of corrections. Prior to joining our team, he worked as a Regional Manager with Keefe Commissary for over 13 years. Jerome holds a bachelor's degree in Business Administration and Management from Baldwin Wallace University in Berea, OH.

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Vice President of Technology – Justin Scott
Justin Scott was Smart Communications' first employee over 14 years ago and is our Vice President of Technology to this day. Justin has been writing custom web applications most of his life, including the world's first inmate messaging system. Justin brings over 23 years of development experience, with over half of his experience working and writing software exclusively for correctional agencies. While Justin's skillset is grounded in ColdFusion and MS SQL Server, he also has vast experience working with a number of other web-based technologies, including PHP, ASP .Net (C#), as well as building native Windows applications in JavaScript using Electron. In conjunction with his web programming, Justin has been involved with network and systems administration, performing in a DevOps role since before the term existed. Justin wears many hats as the IT Director and is responsible for networks deployed at multiple locations and overseeing other staff members in technical support, field services, programming and online operations.

Vice President of Network Operations – Terry Whiteside
Terry Whiteside joined Smart Communications in January of 2019 and serves as our Vice President of Network Operations. Terry has over 30 years in the telecommunications industry, with more than 18 years in executive and engineering roles. Terry has a Bachelor of Applied Science Degree in Electronic Information Systems Engineering.

Vice President of Engineering – Thomas Spadaro
Thomas Spadaro has over 30 years of experience in the design and development of real-time, large-scale communications systems for corrections. Before his position at Smart Communications, Thomas worked on the development of the voice systems used by many of the major telecom carriers, including BellSouth, Verizon, AT&T, Sprint and several international carriers. Thomas is credited as the inventor or co-inventor on several corrections industry patents, including patents for VoIP and Three-Way call detection. Thomas currently leads the software development and quality assurance teams at Smart Communications.

Vice President of Operations – Lisa Eddy
Lisa Eddy has over 25 years of experience exclusively in the inmate telecommunications industry. Lisa has a broad understanding of the corrections industry, including staff training, customer service/retention, sales, marketing, contract management, installations and technical support.



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F. Sub-contractors

a. Sub-contractor relationships will be permitted; however, the Division must have a single-prime vendor who is responsible for the entire system.

RESPONSE: Acknowledged and agreed.

b. The vendor must disclose and explain its relationship with Sub-contractor (if any) and manufacturers as it pertains to the support of the vendor's proposed installation, implementation, maintenance, and/or management of the inmate telephone and monitoring systems throughout the contract term and any extension granted.

RESPONSE: Not applicable. We anticipate that Smart Communications employees will perform 100% of work tasks for the Division and 0% will be performed by subcontractors.

c. Provide the name, address and vendor history for each Sub-contractor to this proposal. State the number of year's Sub-contractor has been in business providing the services for which you are subcontracting. Describe the relationships between the prime and all proposed Sub-contractor to this proposal, including the division of roles and responsibilities that will be providing service to the Division. Vendor must provide the name, address and phone number of the key contact person for the prime and all Sub-contractor. Provide a copy of any contract or agreement with any Sub- contractor.

RESPONSE: Not applicable. Please refer to response to ***item b.*** above for details.

d. The vendor must disclose the services that will be subcontracted and to whom the services will be subcontracted to.

RESPONSE: Not applicable. Please refer to response to ***item b.*** above for details.

e. The vendor and its Sub-contractor will be required to comply with jail security regulations and must provide security background information prior to being granted access to any Division detention facility.

RESPONSE: Acknowledged and agreed.

G. Telephone Rates, Commissions and Commission Accountability

a. The Division's goal is to provide reasonable telephone rates for inmates and their families. Such rates must be maintained and monitored for the life of the contract.

RESPONSE: Acknowledged and agreed.

b. The vendor must list and explain in detail the charges that will be billed to the called parties when receiving calls (i.e., the toll charge and the surcharge).

RESPONSE: Please refer to the "***SmartEvo™ ITS Service/Commission Rate Table***" presented in response to item **h.**, below, for detail regarding the charges that will be billed to the called parties when receiving a collect call. The called party does not incur any charges when accepting a debit call placed by an inmate.

c. The vendor must list and explain the charges, if any, that will be incurred by inmates when placing calls.

RESPONSE: Please refer to the "***SmartEvo™ ITS Service/Commission Rate Table***" presented in response to item **h.**, below, for detail regarding the charges incurred by inmates when placing a call. The inmate does not incur any charges when placing a collect call.

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d. The vendor must list and explain the commissions the Division will receive in connection with the use of the system. The Division is requesting that vendors provide pricing/commissions on the following:

RESPONSE: Smart Communications is pleased to present the Division with six separate financial offer Options (A, B, B1, B2, C and D) as described below.

e. Option A – The Division receives commission on total gross revenue for a telephone calls, video visitation, and fee based tablet usage. Cost of additional services to the Division (educational programming, automated information system, video visitation).

RESPONSE:

Offer Option A - Service and Commission Rates|

Service Description	Service Rate	Total Gross Revenue Commission Rate Paid to Division
SmartEvo™ ITS:		
All ITS Call Types	$0.14/minute	85.0%
Voicemail Exchange (VMX™)	$1.00/message	100.0%
Local (On-site) Visitation	No Charge	N/A
SmartVisit™ VVS:		
Local (On-site)	No Charge	N/A
Remote	$0.15/minute	50.0%
SmartEntertainment™:		
Basic Content Streaming	No Charge	N/A
Premium Content Streaming	$0.03/minute	50.0%
SmartInmate™ Electronic Messaging:		
Internal Facility/Staff Text Messages	No Charge	N/A
Attorney Messages with Legal Document delivery and eSignature functionality	No Charge	
Text message (up to 30,000 characters)	8 ***free*** messages/month and $0.50 for each additional message	$20,000.00 annual fixed commission payment
Photo Attachment (inbound only)	$1.00/photo	

Offer Option A - Value-Added Technologies and Services Included at *NO COST*|

- Patented MailGuard® Postal Mail Elimination System service ($360,000.00 annual value)*
- Eight ***free*** SmartInmate™ messages every month per inmate ($52,000.00 annual value)*
- Dedicated, full-time On-site Certified Technician ($70,000.00 annual value)
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations
- Officer tablet devices
- Patented MailGuardLegal System service ($360,000.00 annual value)*
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- SmartEvo™ ITS Voice Biometrics
- SmartEcosystem™ Dashboard with Advanced Case Management, SmartLink™ Investigator, Call Transcription, Keyword Search/ Notification and other investigative tools

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• SmartKiosk™ devices • Inmate telephone hardware (wall-mounted, portable/rolling, visitation phones, etc.) • Secure, independent network infrastructure and hardware, redundant broadband Internet service and uninterruptible power supplies • 24/7/365 live, U.S. based customer and technical support	• SmartEd™ and SmartReentry™ tablet-based inmate educational resources and rehabilitative programs • SmartRequest™ Digital Request/Grievance/ Medical Form platform service • Automated Information System (AIS) service • Video Relay Service (VRS) • Jail Management System (JMS) and Commissary interfaces • Initial On-site Training *Based on an inmate average daily population (ADP) of 1,000.

For complete offer Option details, please refer to "***Exhibit F: Cost Proposal/Financial Offer Option Overview***."

f. Option B – The Division receives a reduced commission on total gross revenue for a telephone calls, video visitation, and fee based tablet usage. Cost of additional services to the Division (educational programming, automated information system, video visitation).

RESPONSE:

Offer Option B, B1 and B2 - Service and Commission Rates|

Service Description	Service Rate	Total Gross Revenue Commission Rate Paid to Division
SmartEvo™ ITS:		
All ITS Call Types – *Offer Option B*	$0.12/minute	75.0%
All ITS Call Types – *Offer Option B1*	$0.10/minute	65.0%
All ITS Call Types – *Offer Option B2*	$0.08/minute	55.0%
Voicemail Exchange (VMX™) – *Offer Options B, B1 and B2*	$1.00/message	100.0%
Local (On-site) Visitation – *Offer Options B, B1 and B2*	No Charge	N/A
SmartVisit™ VVS:		
Local (On-site)	No Charge	N/A
Remote	$0.15/minute	50.0%
SmartEntertainment™:		
Basic Content Streaming	No Charge	N/A
Premium Content Streaming	$0.03/minute	50.0%
SmartInmate™ Electronic Messaging:		
Internal Facility/Staff Text Messages	No Charge	N/A
Attorney Messages with Legal Document delivery and eSignature functionality	No Charge	
Text message (up to 30,000 characters)	8 ***free*** messages/month and $0.50 for each additional message	$20,000.00 annual fixed commission payment
Photo Attachment (inbound only)	$1.00/photo	

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Offer Option B, B1 and B2 - Value-Added Technologies and Services Included at *NO COST*|

• Patented MailGuard® Postal Mail Elimination System service ($360,000.00 annual value)* • Eight ***free*** SmartInmate™ messages every month per inmate ($52,000.00 annual value)* • Dedicated, full-time On-site Certified Technician ($70,000.00 annual value) • SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations • Officer tablet devices • SmartKiosk™ devices • Inmate telephone hardware (wall-mounted, portable/rolling, visitation phones, etc.) • Secure, independent network infrastructure and hardware, redundant broadband Internet service and uninterruptible power supplies • 24/7/365 live, U.S. based customer and technical support	• Patented MailGuardLegal System service ($360,000.00 annual value)* • SmartLaw™ Digital Law Library ($20,000.00 annual value)* • SmartEvo™ ITS Voice Biometrics • SmartEcosystem™ Dashboard with Advanced Case Management, SmartLink™ Investigator, Call Transcription, Keyword Search/ Notification and other investigative tools • SmartEd™ and SmartReentry™ tablet-based inmate educational resources and rehabilitative programs • SmartRequest™ Digital Request/Grievance/ Medical Form platform service • Automated Information System (AIS) service • Video Relay Service (VRS) • JMS and Commissary interfaces • Initial On-site Training **Based on an inmate average daily population (ADP) of 1,000.*

For complete offer Option details, please refer to "***Exhibit F: Cost Proposal/Financial Offer Option Overview***."

g. Option C – The Division receives a NO commission. Cost of additional services to the Division (educational programming, automated information system, video visitation).

RESPONSE:

Offer Option C - Service and Commission Rates|

Service Description	Service Rate	Total Gross Revenue Commission Rate Paid to Division
SmartEvo™ ITS:		
All ITS Call Types	$0.06/minute	N/A
Voicemail Exchange (VMX™)	$1.00/message	
Local (On-site) Visitation	No Charge	
SmartVisit™ VVS:		
Local (On-site)	No Charge	N/A
Remote	$0.10/minute	
SmartEntertainment™:		
Basic Content Streaming	No Charge	N/A
Premium Content Streaming	$0.03/minute	
SmartInmate™ Electronic Messaging:		
Internal Facility/Staff Text Messages	No Charge	N/A

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Attorney Messages with Legal Document delivery and eSignature functionality	No Charge	
Text message (up to 30,000 characters)	8 ***free*** messages/month and $0.50 for each additional message	
Photo Attachment (inbound only)	$1.00/photo	

Offer Option C - Value-Added Technologies and Services Included at *NO COST*|

- Patented MailGuard® Postal Mail Elimination System service ($360,000.00 annual value)*
- Eight ***free*** SmartInmate™ messages every month per inmate ($52,000.00 annual value)*
- Dedicated, full-time On-site Certified Technician ($70,000.00 annual value)
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations
- Officer tablet devices
- SmartKiosk™ devices
- Inmate telephone hardware (wall-mounted, portable/rolling, visitation phones, etc.)
- Secure, independent network infrastructure and hardware, redundant broadband Internet service and uninterruptible power supplies
- 24/7/365 live, U.S. based customer and technical support
- Patented MailGuardLegal System service ($360,000.00 annual value)*
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- SmartEvo™ ITS Voice Biometrics
- SmartEcosystem™ Dashboard with Advanced Case Management, SmartLink™ Investigator, Call Transcription, Keyword Search/ Notification and other investigative tools
- SmartEd™ and SmartReentry™ tablet-based inmate educational resources and rehabilitative programs
- SmartRequest™ Digital Request/Grievance/ Medical Form platform service
- Automated Information System (AIS) service
- Video Relay Service (VRS)
- JMS and Commissary interfaces
- Initial On-site Training

*Based on an inmate average daily population (ADP) of 1,000.

Offer Option D - Service and Commission Rates|

Offer Option D requires an annual payment of $300,000.00 ($25,000.00/month) from the Division to Smart Communications and includes ***two*** *free* ***20-minute SmartEvo™ ITS calls every day for each inmate***.

Service Description	Service Rate	Total Gross Revenue Commission Rate Paid to Division
SmartEvo™ ITS:		
All ITS Call Types	$0.08/minute*	N/A
Voicemail Exchange (VMX™)	$1.00/message	
Local (On-site) Visitation	No Charge	
SmartVisit™ VVS:		
Local (On-site)	No Charge	N/A
Remote	$0.15/minute	
SmartEntertainment™:		
Basic Content Streaming	No Charge	N/A
Premium Content Streaming	$0.03/minute	

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SmartInmate™ Electronic Messaging:		
Internal Facility/Staff Text Messages	No Charge	N/A
Attorney Messages with Legal Document delivery and eSignature functionality	No Charge	
Text message (up to 30,000 characters)	8 ***free*** messages/month and $0.50 for each additional message	
Photo Attachment (inbound only)	$1.00/photo	

Service Rate only applies to inmate ITS calls after their two **free daily ITS calls have been utilized.*

Offer Option D - Value-Added Technologies and Services Included|

- Two ***free*** 20-minute SmartEvo™ ITS calls every day per inmate ($1,168,000.00 annual value)*
- Patented MailGuard® Postal Mail Elimination System service ($360,000.00 annual value)*
- Eight ***free*** SmartInmate™ messages every month per inmate ($52,000.00 annual value)*
- Dedicated, full-time On-site Certified Technician ($70,000.00 annual value)
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations
- Officer tablet devices
- SmartKiosk™ devices
- Inmate telephone hardware (wall-mounted, portable/rolling, visitation phones, etc.)
- Secure, independent network infrastructure and hardware, redundant broadband Internet service and uninterruptible power supplies
- 24/7/365 live, U.S. based customer and technical support
- Patented MailGuardLegal System service ($360,000.00 annual value)*
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- SmartEvo™ ITS Voice Biometrics
- SmartEcosystem™ Dashboard with Advanced Case Management, SmartLink™ Investigator, Call Transcription, Keyword Search/ Notification and other investigative tools
- SmartEd™ and SmartReentry™ tablet-based inmate educational resources and rehabilitative programs
- SmartRequest™ Digital Request/Grievance/ Medical Form platform service
- Automated Information System (AIS) service
- Video Relay Service (VRS)
- JMS and Commissary interfaces
- Initial On-site Training

**Based on an inmate average daily population (ADP) of 1,000.*

For complete offer Option details, please refer to "***Exhibit F: Cost Proposal/Financial Offer Option Overview***."

h. The proposal must include a rate table representing the rate for the first minute, the rate for each additional minute, the cost for a twenty-minute telephone call, and the commissions paid to the Division based on the total gross revenue for the telephone call. The rate table must reflect various times of day. Excessive rates may be the basis for rejection of any proposal.

RESPONSE: Confirmed.

SmartEvo™ ITS Service/Commission Rate Table				
Offer Option	**ITS First Minute Rate**	**ITS Additional Minute Rate**	**20-Minute ITS Call Cost**	**Division Call Commission Amount**
A	$0.14	$0.14	$2.80	$2.38
B	$0.12	$0.12	$2.40	$1.80

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B1	$0.10	$0.10	$2.00	$1.30
B2	$0.08	$0.08	$1.60	$0.88
C	$0.06	$0.06	$1.20	N/A
D*	$0.08*	$0.08*	$1.60*	N/A

NOTE: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/Interstate, Interstate and International) and payment types (Collect, Direct-Billed, Prepaid Collect and Inmate PIN Debit). ITS rates are fixed and do not change based on the time of day the call was placed/received. ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund.
**Service rate/call cost only applies inmate calls after their two free 20-minute daily calls have been utilized.*

For complete offer Option details, please refer to "***Exhibit F: Cost Proposal/Financial Offer Option Overview***."

i. The total of the charges imposed on all inmate calls must be approved by the Division for all call categories – Local, IntraLATA, InterLATA, Intrastate, Interstate, and International calls for both collect and debit. Any change, increase or decrease, in the rate must be approved by the Division, in writing, prior to the change. Applicable rates must take into account time of day, day of week and holiday discounts, if any, as offered by vendor.

RESPONSE: Acknowledged and agreed.

j. Indicate the increments, (60 second, 30 second, 6 second, or other) in which calls are billed.

RESPONSE: SmartEvo™ ITS calls are billed in 60-second increments.

k. A copy of current rates must be on file with the Division at all times and the Division must be notified, in writing, of any proposed increases or decreases in the tariff and must approve of such change, in writing, prior to any change in rates.

RESPONSE: Acknowledged and agreed.

l. Any change in rate, increase or decrease, which is not approved by the Division in advance of the change will be considered a material breach of contract and may result in termination of the contract, at the sole discretion of the Division. Vendor must provide a guarantee that it will comply with this requirement and must explain, in detail, how the Division would monitor the rates throughout the term of the contract.

RESPONSE: Acknowledged and agreed. Upon request by the Division and as part of the Quarterly Account Review, Smart Communications will verify and provide written confirmation that there are no changes.

m. The vendor must provide an accessible toll free number where a billed party may call regarding any questions concerning billing. Inmates must be provided with a mailing address and instructions in English and Spanish on filing a complaint. All inquiries must be resolved promptly and fairly.

RESPONSE: Confirmed. Smart Communications provides the called party with the toll-free telephone number to our Customer Care Center. When a call is answered, the SmartEvo™ ITS automated operator provides the call rate information to the called party prior to call acceptance. The call rate is only applied after the call has been accepted by the called party. Upon completion/disconnection/termination of the accepted call, the SmartEvo™ ITS calculates the total cost of the call and permanently records it in the Call Detail Record. We apply various quality assurance and verification techniques to minimize the likelihood of billing disputes and rejects. Our Customer Care Center representatives are available toll-free at 888-253-5178 to respond to any called party questions or billing concerns, 24/7/365.

Inmates can file a complaint by using the SmartRequest™ Digital Grievance and Request application on the SmartKiosk™ and/or SmartTablet™ devices provided.

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n. Explain whether you can provide online accounting of all inmate telephone revenues through secured password Internet web access. The information would include at a minimum the following details; call detail report including all calls made by all offenders and listed by the Personal Identification Number (PIN), time and date of call, number called, length of call, cost of call and total cost of all calls. A history of all commissions and trouble tickets should also be available.

RESPONSE: Confirmed. SmartEvo™ ITS revenue and commission reports in the SmartEcosystem™ Dashboard reflect real-time data for inmate calls that have all been rated instantaneously. When an inmate lifts the receiver to make a call, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facilities to our network. Upon termination of the call by either end, the call record is completed and rated in real time. This information is then immediately viewable by authorized Division staff from the SmartEcosystem™ Dashboard Reports utility, making it impossible for Smart Communications or any other party to tamper with that data at any point. The SmartEcosystem™ Dashboard offers detailed reports for the Division to audit commission payments. These reports reflect recordings from every call attempted through our service – whether billed or unbilled. Any additional reports can be customized and made accessible via the SmartEcosystem™ Dashboard.

The SmartEcosystem™ Dashboard also features our "***Service Ticket***" platform, which allows authorized Division staff users to create and review service ticket requests.

o. Disclose and explain the vendor's policy on payment of commissions. Include when commissions are paid and the time period covered in the commission statement. For example, state the date the Division will receive a commission payment for calls placed during a set period of time and any interest paid on late payments.

RESPONSE: Smart Communications provides commission payments and summary reports no later than 30 days after the last day of the month of traffic. For example, the Division will receive commission payment on or about the 15th day of May for calls placed during the month of April. The Division may choose to receive their commission payment as a direct ACH deposit or paper check.

p. The commission offered to the Division must be based on the total of all non-free calls as sent to billing and collection with no deductions for fraud, bad debt, uncollectible or unbillable calls. Vendors must take note of this requirement in their Revenue Pro Forma's and provide a commission based on projected gross billables. Failure to pay the Division accurate commissions based on gross billables, on a regular, monthly basis will be grounds for the Division to cancel, without penalty, any contract executed as a result of this RFP.

RESPONSE: Acknowledged and agreed.

q. The vendor will be responsible for all billing disputes, claims or liabilities that may arise from this contract.

RESPONSE: Acknowledged and agreed.

r. Billing charges must begin at the time the calling party is connected and the called party accepts the call. Charges must be terminated when either party hangs up. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, etc., must not be billed. Such charges will be established through negotiation with the Division.

RESPONSE: Confirmed. Charges are only incurred once a call has been accepted by the called party.

s. The vendor will be required to submit monthly commission reports that include, at a minimum, the number of calls separated into Local, InterLATA, IntraLATA, Intrastate, Interstate, and International calls; the total minutes by Local, InterLATA, Intrastate, IntraLATA, Interstate, and International totals; differentiate prepaid

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versus collect calls, the total amounts billed; commission rates; and commission payments. A sample of the proposed commission report must be submitted with your proposal.

RESPONSE: Confirmed. The highly sophisticated call processing and accounting software Smart Communications' maintains ensures all call report and service usage data, including revenues and commissions, are accurate. When an inmate lifts the receiver to make a call, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facilities to our network. Upon termination of the call by either end, the call record is completed and rated in real time. This information is then immediately viewable by authorized Division staff from the SmartEcosystem™ Dashboard reports utility, making it impossible for Smart Communications or any other party to tamper with that data at any point. In our 14 years of business, we have never had a client facility contest the accuracy of any call report data or commission payment amounts.

Phone Commission Report Sample|


Phone Commission Report

Search

From: 05/01/2023 To: 05/31/2023

Sort Type: Call Type, Lata/Region

Exclude Booking and Courtesy Calls

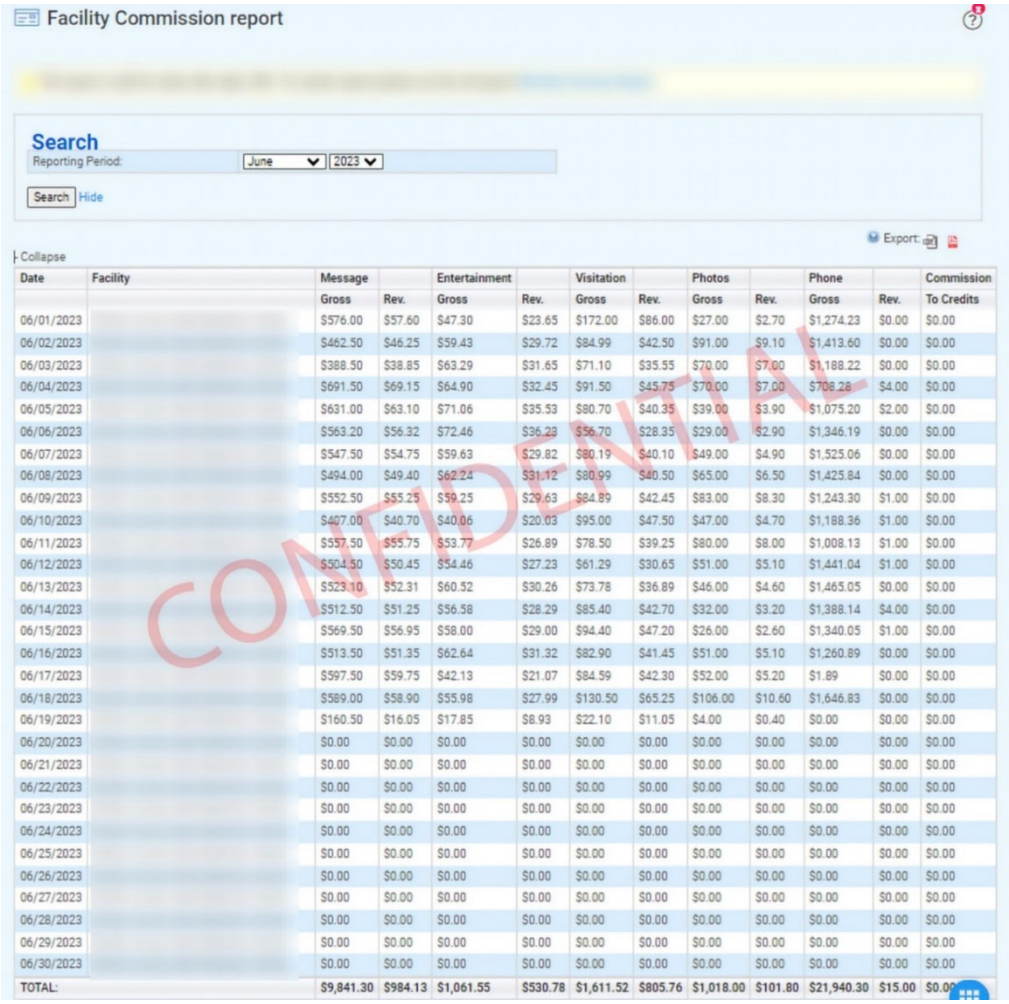
Search Export PDF Export CSV

Call Type	Tariff Type	Calls	Minutes	Gross Revenue	Commission Rate	Commission Earned
PIN Debit	interlata/interstate	4,855	39,998	$6,399.68	75%	$4,799.76
	interlata/intrastate	1,831	14,301	$2,288.16	75%	$1,716.12
	intralata/interstate	0	0	$0.00	75%	$0.00
	intralata/intrastate	36,156	296,997	$47,519.52	75%	$35,639.64
	international	341	2,586	$413.76	75%	$310.32
	local	12,520	102,353	$16,376.48	75%	$12,282.36
Total PIN Debit		55,703	456,235	$72,997.60		$54,748.20
PrePaid	interlata/interstate	3,568	33,695	$5,391.20	75%	$4,043.40
	interlata/intrastate	2,338	20,751	$3,320.16	75%	$2,490.12
	intralata/interstate	0	0	$0.00	75%	$0.00
	intralata/intrastate	28,753	249,604	$39,936.64	75%	$29,952.48
	international	5	52	$8.32	75%	$6.24
	local	12,503	108,361	$17,337.76	75%	$13,003.32
Total PrePaid		47,167	412,463	$65,994.08		$49,495.56
Zero to One	interlata/interstate	0	0	$0.00	75%	$0.00
	interlata/intrastate	0	0	$0.00	75%	$0.00
	intralata/interstate	0	0	$0.00	75%	$0.00
	intralata/intrastate	0	0	$0.00	75%	$0.00
	international	0	0	$0.00	75%	$0.00
	local	0	0	$0.00	75%	$0.00
Total Zero to One		0	0	$0.00		$0.00
Total	interlata/interstate	8,423	73,693	$11,790.88		$8,843.16
	interlata/intrastate	4,169	35,052	$5,608.32		$4,206.24
	intralata/interstate	0	0	$0.00		$0.00
	intralata/intrastate	64,909	546,601	$87,456.16		$65,592.12
	international	346	2,638	$422.08		$316.56
	local	25,023	210,714	$33,714.24		$25,285.68
Final Total:		102,870	868,698	$138,991.68		$104,243.76

	Call Type	Messages		Gross Revenue	Commission Rate	Commission Earned
Voice Mail	PrePaid	0		$0.00	0%	$0.00
			Grand Total:	$138,991.68		$104,243.76

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Facility Commission Report Sample|


Facility Commission report

Search
Reporting Period: June 2023
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Date	Facility	Message		Entertainment		Visitation		Photos		Phone		Commission
		Gross	Rev.	Gross	Rev.	Gross	Rev.	Gross	Rev.	Gross	Rev.	To Credits
06/01/2023		$576.00	$57.60	$47.30	$23.65	$172.00	$86.00	$27.00	$2.70	$1,274.23	$0.00	$0.00
06/02/2023		$462.50	$46.25	$59.43	$29.72	$84.99	$42.50	$91.00	$9.10	$1,413.60	$0.00	$0.00
06/03/2023		$388.50	$38.85	$63.29	$31.65	$71.10	$35.55	$70.00	$7.00	$1,188.22	$0.00	$0.00
06/04/2023		$691.50	$69.15	$64.90	$32.45	$91.50	$45.75	$70.00	$7.00	$708.28	$4.00	$0.00
06/05/2023		$631.00	$63.10	$71.06	$35.53	$80.70	$40.35	$39.00	$3.90	$1,075.20	$2.00	$0.00
06/06/2023		$563.20	$56.32	$72.46	$36.23	$56.70	$28.35	$29.00	$2.90	$1,346.19	$0.00	$0.00
06/07/2023		$547.50	$54.75	$59.63	$29.82	$80.19	$40.10	$49.00	$4.90	$1,525.06	$0.00	$0.00
06/08/2023		$494.00	$49.40	$62.24	$31.12	$80.99	$40.50	$65.00	$6.50	$1,425.84	$0.00	$0.00
06/09/2023		$552.50	$55.25	$59.25	$29.63	$84.89	$42.45	$83.00	$8.30	$1,243.30	$1.00	$0.00
06/10/2023		$407.00	$40.70	$40.06	$20.03	$95.00	$47.50	$47.00	$4.70	$1,188.36	$1.00	$0.00
06/11/2023		$557.50	$55.75	$53.77	$26.89	$78.50	$39.25	$80.00	$8.00	$1,008.13	$1.00	$0.00
06/12/2023		$504.50	$50.45	$54.46	$27.23	$61.29	$30.65	$51.00	$5.10	$1,441.04	$1.00	$0.00
06/13/2023		$523.10	$52.31	$60.52	$30.26	$73.78	$36.89	$46.00	$4.60	$1,465.05	$0.00	$0.00
06/14/2023		$512.50	$51.25	$56.58	$28.29	$85.40	$42.70	$32.00	$3.20	$1,388.14	$4.00	$0.00
06/15/2023		$569.50	$56.95	$58.00	$29.00	$94.40	$47.20	$26.00	$2.60	$1,340.05	$1.00	$0.00
06/16/2023		$513.50	$51.35	$62.64	$31.32	$82.90	$41.45	$51.00	$5.10	$1,260.89	$0.00	$0.00
06/17/2023		$597.50	$59.75	$42.13	$21.07	$84.59	$42.30	$52.00	$5.20	$1.89	$0.00	$0.00
06/18/2023		$589.00	$58.90	$55.98	$27.99	$130.50	$65.25	$106.00	$10.60	$1,646.83	$0.00	$0.00
06/19/2023		$160.50	$16.05	$17.85	$8.93	$22.10	$11.05	$4.00	$0.40	$0.00	$0.00	$0.00
06/20/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/21/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/22/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/23/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/24/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/25/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/26/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/27/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/28/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/29/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/30/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:		$9,841.30	$984.13	$1,061.55	$530.78	$1,611.52	$805.76	$1,018.00	$101.80	$21,940.30	$15.00	$0.00

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t. There shall be no costs to the Division as a result of entering into a contract.

RESPONSE: Acknowledged and agreed.

u. The vendor must list any other charges or revenues that are associated with the system.

RESPONSE: Public users are assessed a fee to deposit funds into a SmartEvo™ ITS Prepaid Collect or Inmate PIN Debit account, or a SmartInmate™ (Messaging, Entertainment and VVS) account. The deposit fee amount assessed is based on the deposit account type and method, as illustrated in the table below.

	Deposit Method	Fee Amount/Transaction
Deposit Fee Schedule	Secure Website (ITS)	$3.00
	Secure Website (Messaging, Entertainment & VVS)	$1.50
	Live Agent	$5.95
	Lobby Kiosk (if installed)	$3.00
	Mail-In Payment/Certified Check/Money Order	$0.00

The fees charged to users do not exceed those mandated by applicable tariffs or any rules of the Public Utilities Commission (PUC) and Federal Communications Commissions (FCC).

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H. Transition and Implementation Requirements

a. The vendor must provide a transition plan that provides a smooth cut-over to the new system with minimal downtime, loss of telephone access, revenue, data, call records and/or recordings. This plan must ensure that continuity of services is maintained at a consistently high level with minimal interruption.

RESPONSE: Confirmed. Smart Communications has extensive experience installing and maintaining inmate communications systems throughout the country. We have developed standard installation, cut-over and turn-up procedures that minimize disruptions and allow the new systems to come online quickly with minimal facility staff involvement.

Please refer to our response to item **b.,** below, for complete project plan/implementation schedule details.

b. The vendor must provide an implementation schedule that includes all key milestones commencing with the contract effective date.

RESPONSE: Smart Communications utilizes a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.



By coupling this phased approach to project management/ implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 90 days of contract execution.

A brief description of each project management/implementation phase, Project Milestones, Risk Mitigation Plans and a complete list of the tasks and sub-tasks associated with each phase are provided below. Please note that the plan/schedule provided below is "preliminary" and can be adjusted, if necessary, to help achieve the Division's project completion objective.



Initiation (1.0): Immediately after contract execution, Smart Communications conducts an internal planning meeting to review and discuss the project and related documentation, including the RFP Scope of Work, preliminary project/implementation plan timeline and executed contract. During this meeting, Smart Communications staff are officially assigned to specific roles and project team/groups, which include:

- Account Manager
- Project Manager
- Quality Assurance Manager
- Client Services Manager
- Installation Team
- Software Engineers

Field Service Technicians (FSTs) located at our headquarters in Seminole, FL are also notified that a new client is being onboarded.

The preliminary project/implementation plan timeline is updated with official project team/group assignments as well as any other changes that may have resulted from contract negotiations.

After the internal planning meeting has concluded, an introductory/project kick-off call is conducted with the Division's designated project lead. The primary purpose of this call is to schedule an on-site pre-installation survey and project planning meeting, obtain the names and point of contact details for the primary project

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stakeholders, including IT department manager, facility escorts, materials receiver and any other project liaisons, as well as to request facility floorplans and site access/security/background check forms.

The Initiation phase concludes after the on-site site survey and project planning meeting has been scheduled and the Division's record in our internal project management system is updated with all relevant information discussed and obtained during this phase.

Planning (2.0): During the planning phase, an on-site pre-installation site survey will be conducted by Smart Communications' project manager and installation team staff who thoroughly inspect the facility's architecture, existing inmate communication systems infrastructure and jail system interfaces.



The project manager records various pieces of critical information to allow for a formal project/implementation plan timeline to be drafted and presented to the Division for approval. The formal project plan will contain detailed information, including but not limited to:

- Telephone/equipment room details:
  - Physical location(s) and dimensions
  - Cabinet or rack mount requirements
  - Electrical and surge protection requirements
  - HVAC requirements
  - Telephone demarcation point(s)
- Wireless Access Points (WAPs)
- Building to building connectivity (fiber) (if applicable)
- Hardware quantities and installation points:
  - Network hardware
  - SmartEvo™ ITS
  - SmartKiosk™ devices
  - SmartTablet™ devices and charging stations
  - MailGuardLegal Cart
- Detailed project plan/implementation timeline with Gantt Chart
- Main Distribution Frame (MDF) location
- Independent Distribution Frames (IDFs), housing units/pods and number of inmates per unit/pod
- Jail System Interfaces:
  - Jail Management System (JMS)
  - Commissary
  - Inmate Trust Fund (ITF)
- Preferred local electrical contractor(s)
- Detailed provisioned service list:
  - SmartEvo™ ITS
  - MailGuard® and MailGuardLegal
  - SmartVisit™ VVS
  - SmartInmate™ Electronic Messaging
  - SmartRequest™
  - SmartLaw™ Digital Law Library
  - SmartEd™ and SmartReentry™
  - SmartEntertainment™
  - Jail System Interfaces

The formal project plan will be submitted to the Division's Project Lead (PL) five days after the pre-installation site survey has been completed.

Network broadband circuit delivery is subject to long delivery lead times. To expedite this process, the Network Operations Center (NOC) orders these circuits and services from Internet Service Provider(s) that will be used to support the systems to be installed immediately after the pre-installation site-survey.

Shortly after the pre-installation site survey has been conducted and the formal project plan has been submitted, the on-site project planning meeting with the Division's designated staff will take place. During this meeting, unique facility needs will be discussed, stakeholder questions and concerns are addressed and the formal project plan/implementation plan timeline is reviewed and approved.

The Planning phase concludes with the scheduling of on-site installation and training of facility staff.

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Execution (3.0): This phase consists of several tasks and subtasks, including the following:



- Requisition of hardware from inventory and preparation
- Design and development of applicable jail system interfaces
- QA testing of applicable jail system interfaces
- Configuration of QA testing of provisioned service applications
- Post installation hardware/system application QA testing
- Shipping of hardware to site location
- Creation of client user profiles and permissions in the SmartEcosystem™ Dashboard
- Acquisition, conversion and loading of inmate data feeds
- Site installation
- On-site facility staff training

The Execution phase concludes with performance of final hardware/systems testing, cut-over and turn-up.

Monitor and Control (4.0): During this phase, the 5-day Customer Acceptance period is initiated. During this time, the facility's systems are closely monitored on-site by Smart Communications' on-site staff and remotely by our NOC technicians.



The Monitor and Control phase concludes with the client's confirmation/acceptance that all technologies and services provided are functioning properly.

Project Close (5.0): During this final phase, Smart Communications will complete any outstanding action items, if applicable, and will request the client's PL contact to sign-off on the successful completion of the project. A Project Implementation Satisfaction survey will also be distributed to be completed by Division staff involved with the implementation. Once the Division has signed-off on the project, the record is closed in our internal project management system.



Project Milestones|

The fields associated with major milestones are shaded in light gray within each high-level, preliminary project plan/implementation schedule provided below and can be broken down into pre-installation, on-site installation and post-installation milestones, as detailed in the narrative below:

Pre-Installation Milestones|

Pre-installation milestones are achieved during both the project Initiation and Planning phases.

1. Completion of Internal Planning/Kick-off Meeting
2. Completion of Introductory/Project Kick-off Call with the Division's PL and Scheduling of Pre-Installation Site Survey Planning Meeting
3. Submission of Required Site Access/Security/Background Check Forms
4. Completion of Pre-Installation Site Survey
5. Submission of Revised/Formal Project Plan/Implementation Schedule to Division's PL
6. Ordering of Network Broadband Circuitry
7. On-site Project Planning Meeting with PL and Designated Facility Staff
8. Scheduling of Equipment Installation and Facility Staff Training

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On-site Installation Milestones|

On-site installation milestones are achieved during the project Execution phase. The first set of these milestones is primarily achieved by Smart Communications' NOC, Software Engineering (SE) and Materials Procurement/Warehouse (MP) personnel and include:

1. Finalization of Network Diagram
2. Requisition of Network and Inmate Hardware from Inventory
3. Ordering of Additional, Site-Specific Materials (i.e., cable, conduit, etc.)
4. Preparation/Configuration of Network and Inmate Hardware
5. Creation of FTP Account to Support JMS, Commissary and Other Applicable Jail System Interfaces
6. Shipping and Delivery of Hardware and Additional Materials to Site

After the hardware and additional materials are delivered to the site, our NOC and SE, along with Quality Assurance (QA) and Client Services Management (CSM) personnel work towards the completion of the second set of on-site installation milestones, which include:

1. Creation of SmartEcosystem™ Dashboard Client User Profiles and Permissions
2. Acquisition, Conversion and Loading of Inmate Data Feeds
3. Quality Assurance Testing of JMS, Commissary and Other Applicable Jail System Interfaces
4. Configuration and Quality Assurance Testing of Provisioned Service Applications (i.e., SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging, SmartEd™, SmartLaw™ Digital Law Library, etc.)

While Smart Communications' NOC, SE, QA and CSM staff work towards the completion of the second set of on-site Installation milestones, our Installation Team Members (ITMs) begin the installation of the hardware and additional materials delivered to the site location.

Post-Installation Milestones|

Post-installation milestones are achieved during the project Execution, Monitor and Control, and Project Close phases and include:

1. Successful Installation of All Network and Inmate Hardware and Additional Site Materials
2. All Network and Inmate Hardware Installed is Identified, Labeled and Documented in the Site Equipment Inventory List
3. Completion of All Post-Installation Hardware/System Application Quality Assurance Tests to Verify Functionality
4. Completion of On-Site Training with Facility Staff User Groups (i.e., System Administrator, Supervisory General and Investigation Staff)
5. Completion of System(s) Cut-Over and Turn-Up
6. Initiation of 5-day Customer Acceptance Period
7. Receipt of Confirmation/Acceptance of Proper System Functionality from the Division's PL

Risk Mitigation Plan|

Though standard project implementation/installation procedures are used, each project is unique and is subject to certain controllable and non-controllable risks as well as assumptions. Smart Communications has developed various risk mitigation plans to help ensure timely project completion, even when faced with challenges and unforeseen circumstances.

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Risk Description: Equipment delivery issues (i.e., delivery delay, incorrect equipment is delivered, non-functional and/or non-conforming equipment)

Risk Type: Controllable

Risk Impact: May delay project completion timeline

Risk Mitigation Strategy: Our Provisioning Manager orders the necessary equipment shortly after receipt of the Notification of Award (NOA) to ensure it is delivered at the appropriate time. If there is a delivery delay or other problem with the equipment ordered by the Provisioning Manager, we can keep the project implementation on schedule by immediately fulfilling the equipment order from surplus inventory maintained at our warehouse.

Risk Description: Site readiness issues (i.e., age and condition of facility's network infrastructure or wiring)

Risk Type: Controllable

Risk Impact: May delay project completion as additional technicians may be required to repair, replace or upgrade existing infrastructure and/or wiring

Risk Mitigation Strategy: Shortly after contract award, our Project Manager and installation team will conduct a thorough site survey with the appropriate Division staff member who can provide access to all areas throughout the facility in which network infrastructure and equipment will be deployed. During the site survey, the facility's existing network infrastructure and wiring will be inspected. If the site survey inspection reveals substantial infrastructure and wiring upgrades are needed, and such upgrades would create an unacceptable delay in project implementation, our Project Manager will arrange to subcontract these basic installation tasks to the local engineering/technical firm selected by the Division. If subcontractors are used, such personnel will be subjected to thorough background screenings and will work in full compliance with all facility access policies and rules. All costs associated with infrastructure and wiring upgrades and the use of subcontractors are paid in full by Smart Communications.

Risk Description: Training issues (i.e., facility staff scheduling/availability, classroom availability, open internet accessibility)

Risk Type: Controllable

Risk Impact: Incomplete or insufficient training can prevent Division staff from effectively using and taking advantage of all features and benefits of the technologies and services being provided.

Risk Mitigation Strategy: Upon award of contract, our Project Manager submits a training request to our Education and Client Services Director. Our Education and Client Services Director then assigns this request to the appropriate Instructor/Client Services team member. The Instructor/Client Services team member assigned to the training request will contact the appropriate Division point of contact and conduct an initial interview to determine training needs. During this initial interview, the following topics will be discussed:

1. Introduction and general discussion of technologies and services to be provided
2. Identification of facility staff who will need to be trained in the use and operation of the technologies and services to be provided
3. Establishment of facility staff user permissions and roles (staff, staff administrator, investigator and system administrator)

As soon as the project implementation plan is finalized by the Project Manager and the system go-live/turn-up date has been established, the assigned Instructor/Client Services team member will communicate this information to the appropriate facility point of contact and set a firm on-site training date and location. To provide facility staff with the best training and transition experience possible, we recommend on-site training is scheduled for the day before or the day of the system go-live/turn-up date. This provides facility staff with the

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opportunity to immediately work with the systems in the facility itself. Furthermore, the Instructor/Client Services will remain on-site the day after training is conducted to provide staff with additional support.

In addition to on-site training, Client Services will provide remote, web-based training as needed. These online instructor-led training courses serve to introduce new Division staff to Smart Communications' technologies and services or to refresh the knowledge base of or introduce new features to existing staff. Both on-site and remote training are available upon request at no cost throughout the contract term.

Risk Description: Implementation delay or service disruption caused by third-party network circuit/connection provider

Risk Type: Non-Controllable

Risk Impact: Like all inmate communications providers, we rely on third-party firms to provide the broadband network circuits and connection necessary for our technologies and services to operate. Implementation delays or service disruptions sometimes occur because these third-party providers, for reasons beyond our control, do not meet expected installation times or service levels.

Risk Mitigation Strategy: If any issues arise with provisioning these network circuits/connections, it is immediately escalated to our VP of Network Operations who will work with the third-party provider to resolve the issue as soon as possible and keep the Division informed of the resolution status. Broadband circuits are a critical component required for the delivery/operation of the technologies and services we provide and typically involve the longest lead times. To help ensure project completion deadlines are met, these circuits are ordered immediately after receipt of NOA.

Risk Description: Delays in integrating required data feeds from the Division's jail management system (JMS), commissary providers, inmate trust fund (ITF) or other third-party system vendor

Risk Type: Non-Controllable

Risk Impact: The ability to integrate the data feeds of the Division's existing JMS, Commissary, ITF or other third-party jail system into our systems is dependent on the third-party's level of cooperation, as well as requirements that may be unique to their systems.

Risk Mitigation Strategy: Smart Communications has successfully interfaced our technologies and services with multiple local and nationally recognized third-party JMS, commissary, ITF and other jail system providers. With support for real-time modern SOAP and Restful Web Services, legacy flat file support including data translation and mapping tools, and over 30 years of experience, nearly any interface can be achieved by our software engineers and Network Operations Center (NOC) team. A specific team of software engineers and NOC staff will be assigned to the Division. Among other things, this team will maintain a project interface log to build the design of the interface. All interfaces developed are rigorously performance tested by our in-house Quality Assurance (QA) team to ensure functionality prior to deployment.

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Preliminary Project Plan/Implementation Schedule|

Lexington-Fayette Urban County Government (LFUCG)
Preliminary Project Plan/Implementation Schedule

WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
-	**LFUCG Project Plan/Implementation Schedule Total Duration**	**90**	**1/15/24**	**4/5/24**	-
1.0	**INITIATION (Starts Immediately After Contract Execution)**	**2**	**1/15/24**	**1/16/24**	-
1.1	**Schedule and Conduct Internal Planning Meeting:**	**1**	**1/15/24**	**1/15/24**	**CSM, PM, AM**
1.1.1	*Review and discussion of project related documentation:*				"
1.1.1.1	*RFP Scope of Work, proposal and preliminary project plan/implementation schedule*				"
1.1.1.2	*Executed contract*				"
1.1.2	*Official assignment of Smart Communications project team members/groups, roles and responsibilities:*				"
1.1.2.1	*Account Manager (AM)*				"
1.1.2.2	*Client Services Manager (CSM)*				"
1.1.2.3	*Project Manager (PM)*				"
1.1.2.4	*Installation Team Members (ITMs)*				"
1.1.2.5	*Field Service Technicians (FSTs)*				"
1.1.2.6	*Software Engineers (SE)*				"
1.1.2.7	*Network Operations Center (NOC)*				"
1.1.2.8	*Quality Assurance (QA)*				"
1.1.2.9	*Materials Procurement/Warehouse (MP)*				"
1.1.2.10	*Subcontractor Staff (if applicable) (SUB)*				"
1.1.3	*Research Local Internet Service Providers (ISPs)*				*PM*
1.1.4	*Schedule client introductory/project kick-off call with LFUCG's designated Project Lead (PL)*				*CSM*
1.1.5	*Update LFUCG's project record within internal project management system:*				*PM*
1.1.5.1	*LFUCG Project Lead name and point of contact information*				*CSM*
1.1.5.2	*Revisions to preliminary project plan/implementation schedule based upon RFP requirements/contract execution date.*				*PM*
1.1.5.3	*Client introductory/project kick-off call date and time*				*CSM*
1.2	**Conduct Introductory/Project Kick-Off Call with LFUCG's Project Lead (PL):**	**1**	**1/16/24**	**1/16/24**	**CSM, AM, PM, PL**
1.2.1	*Schedule onsite pre-installation survey and project planning meeting*				"
1.2.2	*Request client primary project stakeholder names and point of contact information:*				*CSM*
1.2.2.1	*IT Department Administrator (ITDA)*				"
1.2.2.2	*Jail Administrator (JA)*				"
1.2.2.3	*Facility Systems Administrator (FSA)*				"
1.2.2.4	*Network Administrator (NA)*				"
1.2.2.5	*Facility Escort(s) (FE)*				"
1.2.2.6	*Materials Receiver (MR)*				"
1.2.2.7	*Additional Project Liaisons (APL) (if applicable)*				"
1.2.3	*Request facility floorplans and site access/security/background check forms*				*PM*
1.3	**Update LFUCG's Project Record within Internal Project Management System with Information Obtained from Introductory/Project Kick-Off Call**	**1**	**1/16/24**	**1/16/24**	**CSM, PM, AM**

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.0	**PLANNING**	**23**	**1/17/24**	**2/16/24**	**-**
2.1	**Submit Required Site Access/Security/Background Check Forms**	**1**	**1/17/24**	**1/17/24**	**PM**
2.2	**Conduct Pre-installation Site Survey:**	**2**	**1/22/24**	**1/23/24**	**PM, ITM(s), FST(s), PL, FE, ITDA, NA**
2.2.1	*Examination and inspection of facility architecture, existing inmate communication systems infrastructure and jail system interfaces:*				*PM, ITM(s), FST(s), ITMs, ITDA, NA, FE*
2.2.1.1	*Telephone/data equipment room details:*				*PM, ITDA, NA, FE*
2.2.1.1.1	*Physical location(s) and dimensions*				"
2.2.1.1.2	*Cabinet or rack mount requirements*				"
2.2.1.1.3	*Electrical and surge protection requirements*				"
2.2.1.1.4	*HVAC requirements*				"
2.2.1.1.5	*Telephone demarcation point(s)*				"
2.2.2	*Identify Main Distribution Frame (MDF) location*				"
2.2.3	*Identify of number of Independent Distribution Frames (IDFs), housing units/pods, number of inmates per housing unit/pod*				"
2.2.4	*Jail System Interfaces:*				"
2.2.4.1	*Jail Management System (JMS)*				"
2.2.4.2	*Commissary*				"
2.2.4.3	*Inmate Trust Fund (ITF)*				"
2.2.5	*Wireless Access Points (if applicable)*				"
2.2.5.1	*Frequency bands currently in use (to prevent interference)*				"
2.2.6	*Inspection and testing of existing telecom/network cabling*				"
2.2.7	*Identification of build to building connectivity (fiber) (if applicable)*				"
2.2.8	*Review electrical/cabling requirements and identify preferred local subcontractors (if applicable)*				"
2.2.9	*Identify new/additional hardware installation points (if applicable)*				"
2.2.10	*Update LFUCG's project record within internal project management system with information obtained from pre-installation site survey*				"
2.3	**Create and Remit Formal Project Plan/Implementation Schedule to LFUCG's Project Lead (PL) for Initial Review:**	**5**	**1/24/24**	**1/30/24**	**PM, PL**
2.3.1	*Point of contact details for LFUCG's primary project stakeholders and project management/installation team staff*				*PM*
2.3.2	*Provisioned Services List:*				"
2.3.2.1	*SmartEvo™ ITS related:*				"
2.3.2.1.1	*Inbound Voicemail Exchange (VMX™)*				"
2.3.2.1.2	*Video Relay Service (VRS)*				"
2.3.2.1.3	*On-site ITS Visitation*				"
2.3.2.2	*SmartInmate™ Electronic Messaging related:*				"
2.3.2.2.1	*Text Messaging*				"
2.3.2.2.2	*Inbound Photo Delivery*				"
2.3.2.3	*MailGuard®*				"
2.3.2.4	*MailGuardLegal*				"
2.3.2.5	*SmartVisit™ VVS:*				"
2.3.2.5.1	*Onsite video visitation*				"
2.3.2.5.2	*Remote video visitation*				"
2.3.2.5.3	*Remote video on-demand (VOD) visitation*				"
2.3.2.6	*SmartRequest™ Digital Request/Grievance/Medical Form System*				"
2.3.2.7	*SmartLaw™ Digital Law Library*				"
2.3.2.8	*SmartEd™ and SmartReentry™ (tablet devices only)*				"
2.3.2.9	*SmartEntertainment™ (tablet devices only)*				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
2.3.2.10	Automated Information System (AIS)				"
2.3.3	Jail System Interfaces:				"
2.3.3.1	Jail Management System (JMS)				"
2.3.3.2	Commissary				"
2.3.3.3	Inmate Trust Fund (ITF)				"
2.3.4	Provisioned Hardware List:				"
2.3.4.1	Network hardware quantities and installation point(s):				"
2.3.4.1.1	Firewall				"
2.3.4.1.2	Ethernet Switches				"
2.3.4.1.3	PoE Ethernet Switches				"
2.3.4.1.4	Analog/VoIP Gateway (ITS installs only)				"
2.3.4.1.5	Media Server (VVS installs only)				"
2.3.4.1.6	Uninterruptible Power Supply (UPS)				"
2.3.4.2	SmartEvo™ ITS related hardware quantities and installation points				"
2.3.4.2.1	Inmate telephone stations (stationary) with specified cord length				"
2.3.4.2.2	Inmate telephone stations (mobile) with specified cord length				"
2.3.4.2.3	TTY/TTD devices				"
2.3.4.2.4	Inmate telephone visitation sets with specified cord length				"
2.3.4.3	SmartTablet™ hardware quantities and installation points:				"
2.3.4.3.1	Charging stations				"
2.3.4.3.2	Wireless access points (WAPs)				"
2.3.4.4	SmartKiosk™ hardware quantities and installation points:				"
2.3.4.4.1	Kiosk user type (inmate or public)				"
2.3.4.4.2	Kiosk mounting type (wall, floor or pedestal)				"
2.3.4.5	MailGuardLegal Cart quantity and delivery locations				"
2.4	**Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)**	**18**	**1/24/24**	**2/16/24**	**PM, NOC**
2.5	**Conduct Onsite Project Planning Meeting with LFUCG's Project Lead and Designated Stakeholders - IT Department Administrator (ITDA), Jail Administrator (JA), Facility Systems Administrator (FSA), Network Administrator (NA), Facility Escort (FE) and Additonal Project Liaisons (APL):**	**1**	**2/2/24**	**2/2/24**	**PM, CSM, AM, ITDA, JA, FSA, NA, APL, FE**
2.5.1	Introductions with review/finalization of team roles and responsibilities				"
2.5.2	Review scope, objectives and requirements of project and contract				"
2.5.3	Discuss other unique facility needs				"
2.5.4	Address client stakeholder questions and concerns				"
2.5.5	Discuss and finalize on-site routine maintenance schedule				"
2.5.6	Finalize and approve formal project plan/implementation schedule				"
2.5.7	Update LFUCG's project record within internal project management system with information obtained from project planning meeting				PM, CSM
2.6	**Scheduling of On-site Installation and Training:**	**1**	**2/2/24**	**2/2/24**	**PM, CSM, PL**
2.6.1	Identification and scheduling of facility escort(s) and review of facility access policies and procedures				"
2.6.2	Identification of on-site training location				"
2.6.3	Identification and scheduling of facility staff to participate in on-site training in accordance with user groups (facility staff, staff administrator, investigators and systems administrator)				"
2.6.4	Schedule removal of existing provider's hardware				"
2.6.5	Travel arrangements/scheduling for installation team staff and instructor				PM, CSM
2.6.6	Update LFUCG's project record within internal project management system with onsite installation and training information				PM

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.0	**EXECUTION**	**67**	**1/24/24**	**4/25/24**	**-**
3.1	**Network Design, Network Hardware Requistion from Inventory and Configurations:**	**8**	**1/24/24**	**2/2/24**	**NOC, SE, MP**
3.1.1	*Build network diagrams*				"
3.1.2	*Configure system network monitoring and recording faculties*				"
3.1.3	*Create DNS hostname*				"
3.1.4	*Add network(s) to location*				"
3.1.5	*Verify billing address*				"
3.1.6	*Firewall*				"
3.1.6.1	*Install remote access scripts*				"
3.1.6.2	*Verify firewall rules*				"
3.1.7	*Ethernet Switches*				"
3.1.8	*PoE Ethernet Switches*				"
3.1.9	*Analog/VoIP Gateways*				"
3.1.10	*Media Server*				"
3.1.11	*WAPs*				"
3.1.12	*Uninterruptible Power Supply (UPS)*				"
3.2	**User Hardware Requisition from Inventory and Preparation:**	**13**	**1/24/24**	**2/9/24**	**PM, SE, CSM, MP**
3.2.1	*SmartEvo™ ITS hardware:*				*PM, MP*
3.2.1.1	*Inmate telephone stations (stationary)*				"
3.2.1.2	*Inmate telephone stations (mobile)*				"
3.2.1.3	*TTY/TTD devices*				"
3.2.1.4	*Order ITS rate and tax tables*				*SE*
3.2.1.5	*Install instructions into phones*				"
3.2.1.6	*Inmate telephone visitation sets*				"
3.2.2	*SmartKiosk™ hardware*				*PM, MP*
3.2.3	*SmartTablet™ hardware and charging stations*				"
3.2.4	*MailGuard® Postal Mail Elimination System Staging:*				*CSM*
3.2.4.1	*Establish client P.O. Box for inmate personal mail delivery*				"
3.2.4.2	*Prepare change of mailing address notice to be distributed to inmate friends, family and constituents*				"
3.2.5	*MailGuardLegal hardware*				*PM, MP*
3.2.7	*Hiring and training of On-site Certified Technician (OCT)*				*CSM*
3.3	**Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces:**	**15**	**2/5/24**	**2/23/24**	**SE**
3.3.1	*Create FTP Account*				"
3.3.2	*Send data feed requirements and request inmate data feeds (PIN, PAN, Account Balances, etc...) to appropriate vendors*				"
3.4	**Ship System Hardware to Site Location/Client Materials Receiver (MR) (includes time in transit)**	**3**	**3/25/24**	**3/27/24**	**MP, MR**
3.5	**Create SmartEcosystem™ Dashboard Client User Profiles and Permissions:**	**15**	**2/12/24**	**3/1/24**	**CSM**
3.5.1	*Systems Administrator*				"
3.5.2	*Supervisory staff*				"
3.5.3	*General staff*				"
3.5.4	*Investigative staff*				"
3.6	**Inmate Data Feed Acquisition, Conversion and Loading:**	**10**	**2/28/24**	**3/12/24**	**SE, PM**
3.6.1	*Scrub received inmate data received*				"
3.6.2	*Load inmate PIN, PAN, and account data into SmartEcosystem™ Dashboard*				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.6.3	Load facility announcement and voice prompts into SmartEcosystem™ Dashboard				"
3.6.4	Test initial data received				"
3.6.5	Verify housing assignment integration				SE, PM
3.6.6	Automate data imports				SE
3.6.7	Integrate extra JMS data fields (if applicable)				"
3.7	**QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces**	**5**	**3/13/24**	**3/19/24**	**SE**
3.8	**Configuration and QA Testing Provisioned Service Applications:**	**13**	**3/20/24**	**4/5/24**	**SE, CSM, NOC**
3.8.1	SmartEvo™ ITS related:				SE
3.8.1.1	Inbound Voicemail Exchange (VMX™)				"
3.8.1.2	Video Relay Service (VRS)				"
3.8.1.3	On-site ITS Visitation				"
3.8.2	SmartInmate™ Electronic Messaging related:				"
3.8.2.1	Text Messaging				"
3.8.2.2	Inbound Photo Delivery				"
3.8.3	MailGuard®				CSM, SE
3.8.3.1	Enable MailGuard® options (i.e. locations, mailbox selection, etc…)				CSM
3.8.3.2	Establish personal mail switchover date				"
3.8.3.3	Upload change of inmate mailing address notice to facility's website				SE
3.8.4	MailGuardLegal				"
3.8.5	SmartVisit™ VVS related:				CSM, SE, NOC
3.8.5.1	Establish user types				CSM
3.8.5.2	Collect and configure onsite and remote video visitation schedule details				CMS, SE
3.8.5.3	Configure onsite and remote video visitation firewall				NOC
3.8.6	SmartRequest™ Digital Request/Grievance/Medical Forms:				CSM, SE
3.8.6.1	Acquire and/or request/grievance/medical form materials				CSM
3.8.6.2	Develop and program SmartRequest™ form workflows/facility staff responsibilities				"
3.8.6.3	Send SmartRequest™ invitations to all applicable facility staff				"
3.8.6.4	Establish SmartRequest™ Turn-Up Date				"
3.8.7	SmartLaw™ Digital Law Library:				CSM, SE
3.8.7.1	Establish SmartLaw™ Digital Law Library Turn-Up Date				CSM
3.8.8	SmartEd™ and SmartReentry™				SE
3.8.9	SmartEntertainment™				"
3.8.10	Automated Information System (AIS)				"
3.8.11	Develop customized inmate family and friend informational brochures and signage				"
3.9	**Complete Site Installation Prerequisites:**	**10**	**3/14/24**	**3/27/24**	**PM, ITMs, FSTs, FE, SUB (if applicable)**
3.9.1	Cabling and Electrical:				"
3.9.1.1	LFUCG preferred electrical contractor (if applicable)				"
3.9.1.2	LFUCG preferred low voltage contractor (if applicable)				"
3.10	**Site Installation:**	**7**	**3/28/24**	**4/5/24**	**PM, ITMs, FSTs, QA, CSM, NOC, MR, ITDA, NA, FE**
3.10.1	Confirm all hardware has been received onsite				PM, ITMs, FSTs, MR
3.10.2	Conduct initial test of installed broadband circuits and internet service to verify connectivity/functionality				PM, QA, NA, ITDA

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.10.3	Install network equipment hardware and test remote access				ITMs, FSTs, QA, NA
3.10.4	Install SmartEvo™ ITS related hardware:				ITMs, FSTs
3.10.4.1	Identify ANIs				PM
3.10.5	Install inmate SmartKiosk™ devices				ITMs, FSTs
3.10.6	Install, configure and test WAPs				NOC, QA
3.10.7	Install SmartTablet™ device charging stations				ITMs, FSTs
3.11	**Post Installation Hardware/System Application QA Testing:**	**8**	**4/8/24**	**4/18/24**	**PM, ITMs, FSTs, QA, CSM, SE, FE**
3.11.1	Verify SmartEvo™ ITS related hardware functionality and call/sound quality on all provisioned services:				FSTs, QA
3.11.1.1	Outgoing calls				"
3.11.1.2	Inbound Voicemail Exchange (VMX™)				"
3.11.1.3	Video Relay Service (VRS)				"
3.11.1.4	On-site visitation calls				"
3.11.3	SmartKiosk™ and/or SmartTablet™ related:				"
3.11.3.1	Verify wired network connectivity				NOC
3.11.3.2	Verify wireless network connectivity				"
3.11.3.3	Verify device login functionality				FSTs, QA
3.11.3.4	Verify SmartVisit™ VVS functionality and call/sound/video quality				"
3.11.3.5	Verify functionality of all provisioned SmartInmate™ Electronic Messaging system features				"
3.11.3.6	Verify SmartRequest™ application functionality and routing				QA, CSM
3.11.3.7	Verify SmartLaw™ Digital Law Library functionality and accessibility				"
3.11.3.8	Verify PDF Viewer and Calendar applications functionality and accessibility				"
3.11.3.9	Confirm accessibility of facility documents (inmate handbook, PREA information, etc…)				"
3.11.3.10	Confirm device's video player is functional and facility videos are accessible				"
3.11.3.11	Verify functionality and accessibility of MailGuard® related services				"
3.11.3.12	Verify SmartEd™ and SmartReentry application functionality and accessibility (tablet devices only)				"
3.11.3.13	Verify SmartEntertainment™ functionality and sound/video quality (tablet devices only)				"
3.11.3.14	Verify commissary interface functionality				QA, SE
3.11.3.15	Verify inmate trust fund balance and debit purchase lookup functionality and accuracy				"
3.11.3.16	Verify CareerOneStop Job Search functionality and accessibility				"
3.11.4	Test MailGuardLegal Cart functionality/performance				QA
3.11.5	Verify Automated Information System (AIS) functionality and accuracy				QA, CSM, SE
3.12	**Conduct On-site Training with Facility Staff User Groups (Systems Administrator, Supervisory Staff, General Staff, Investigation Staff):**	**2**	**4/18/24**	**4/19/24**	**CSM, Facility User Groups**
3.12.1	Distribute customized inmate family and friend informational brochures and signage				"
3.13	**Final Hardware/Systems Testing, Cut-Over and Turn-Up:**	**4**	**4/22/24**	**4/25/24**	**PM, FSTs, CSM, QA, SE, NOC, ITDA**
3.13.1	SmartEvo™ ITS related hardware and systems:				PM, ITMs, FSTs, QA, SE
3.13.1.1	Assign descriptions to housing areas/units by ANI				PM, SE
3.13.1.2	Assign devices to housing areas/units				"

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WBS Task ID	Task Name	Duration (Days)	Start Date	End Date	Resources Employed
3.13.2	*SmartKiosk™ and/or SmartTablet™ related hardware and applications:*				*PM, CSM, QA, SE, NOC*
3.13.2.1	*Install SSH (Secure Shell) keys*				*SE*
3.13.2.2	*Disable "coming soon" screen*				*"*
3.13.2.3	*Remote restart all devices*				*NOC*
3.13.2.4	*Distribute SmartTablet™ devices to inmates*				*PM, CSM*
3.13.2.5	*SmartInmate™ Electronic Messaging related systems*				*SE, QA*
3.13.2.6	*MailGuard®*				*QA, CSM*
3.13.2.6.1	*Update facility website to indicate MailGuard® is active*				*CSM, ITDA*
3.13.2.7	*MailGuardLegal*				*QA, CSM*
3.13.2.8	*SmartVisit™ VVS related systems*				*"*
3.13.2.9	*SmartRequest™ Digital Request/Grievance/Medical Form system*				*"*
3.13.2.10	*SmartLaw™ Digital Law Library*				*"*
3.13.2.11	*SmartEd™ and SmartReentry™*				*"*
3.13.2.12	*SmartEntertainment™*				*"*
3.13.2.13	*Deposit kiosk related systems*				*"*
4.0	**MONITOR AND CONTROL**	**5**	**4/26/24**	**5/2/24**	**-**
4.1	**Initiate 5-day Customer Acceptance Period**	**5**	**4/26/24**	**5/2/24**	**PM, QA, CSM, NOC, PL, Facility User Groups**
4.2	**Remote and on-site systems monitoring and diagnostics**	**5**	**4/26/24**	**5/2/24**	**NOC**
5.0	**PROJECT CLOSE**	**1**	**5/3/24**	**5/3/24**	**-**
5.1	**Complete any outstanding action items (if applicable)**	**1**	**5/3/24**	**5/3/24**	**PM**
5.2	**LFUCG Project Leader (PL) project completion sign-off**	**1**	**5/3/24**	**5/3/24**	**PM, PL**
5.3	**Distribution of project implementation satisfaction survey**	**1**	**5/3/24**	**5/3/24**	**CSM, PM, PL**
5.4	**Close out LFUCG's project record within internal project management system**	**1**	**5/3/24**	**5/3/24**	**PM, CSM**

c. The vendor will be expected to coordinate with the incumbent and the Division to allow for an uninterrupted transition and implementation of new services.

RESPONSE: Confirmed. Smart Communications will coordinate removal of the current ITS system with the Division and the incumbent inmate telephone services provider to allow for an uninterrupted transition and implementation of the proposed SmartEvo™ ITS.

Smart Communications will replace the incumbent provider's inmate telephones with new phones. The incumbent provider's phones will be boxed and place in an area designated by the Division to be later picked up by the incumbent provider. Smart Communications' ITS equipment will be installed to run parallel to the incumbent system. When the ITS is ready to be cut over, a Smart Communications technician will remove the incumbent provider's inmate telephone cables that terminate the inmate telephones on the 66 blocks and connect with their cables.

Once the system is fully cut over and operational, Smart Communications will coordinate with the incumbent provider and Division to remove ITS equipment from the facility.

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I. Training Requirements

a. The vendor shall provide training and training documents, throughout the contract term, for various aspects of the system administration, operation and reporting for various levels of personnel. Training must be provided at no cost to the Division. Describe the nature and content of the training programs the vendor will provide for Division staff, including course descriptions and/or table of contents.

RESPONSE: Confirmed. All technologies and services provided by Smart Communications include comprehensive initial on-site training at ***no cost***. Training is typically provided in eight-hour sessions. These sessions are divided into separate course modules designed to focus on the needs of the different SmartEcosystem™ Dashboard permission/access levels: Staff, Staff Administrator, Investigator and System Administrator. Our on-site training programs are designed to enable Division staff to use all features the first day of installation and ensure appropriate Division staff has received all necessary training prior to "going live."

ON-SITE TRAINING OVERVIEW		
Course Module	**Topics**	**Access Level Focus**
Introduction/Overview	• Accessing and navigating the system • Logging in, logging out and changing passwords • Accessing online help • Contacting Technical Support	Staff
Division User Administration	• Creating user accounts • Assigning and administering permissions • Requests and Grievances • Inmate documents and video upload • User management report features • Auditing and activity tracking	Staff Administrator
Inmate Administration	• Adding and changing inmate accounts/PINS • Suspending/deactivating inmate accounts/PINs • Adding/editing device access based on location • Generating standard and custom reports • Inmate administration reports	Staff Administrator
Investigation/Monitoring	• Live call monitoring and playback • Monitoring inmate application use • Recognizing trends in inmate activity • Adding and sharing notes • Setting up system alerts • Running CDR analyses • Transferring CDR, audio, video and text data to disk	Investigator
System Administration	• Time-saving tips and tricks • System maintenance and upgrades • Reporting an issue/creating a trouble ticket • Issue prioritization and escalation levels • Issue response and resolution times	System Administrator

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In addition to on-site training, Smart Communications offers remote, web-based training. These online instructor-led training courses serve to introduce new Division staff to Smart Communications' technologies and services or to refresh the knowledge base of/introduce new features to existing staff. Both on-site and remote training are available upon request at ***no cost*** throughout the contract term.

As Smart Communications' technologies and services are continuously upgraded and enhanced, user guides provided on static media, such as printed documents or digital files on a thumb drive, quickly become outdated. To ensure new and existing users are provided with the most current information, our web-based SmartEcosystem™ Dashboard features dynamic pop-up definitions on key system terms and functions. The pop-ups include step-by-step instruction to help staff better understand and complete both basic/common and advanced tasks. These pop-up definitions can be printed if desired.

b. The vendor shall provide video-based training and training documents, throughout the contract term, for the inmate population. Explain how inmate will be instructed on the use of the phone system, the depositing of money for phone system use by family and friends, and the transfer of account funds for the purpose of designating all, or a portion, of the funds for either commissary use or phone system use. The intent is to enable the inmate to use his funds for either commissary or prepaid phone calls.

RESPONSE: Confirmed. Smart Communications will supply the facility with informational pamphlets for inmates and public users that explain how to use the communication services and how to open accounts, as well as deposit or transfer funds.

Smart Communications will also provide the facility with a custom "MailGuard® Notice." This notice will provide inmates as well as their family and friends with important MailGuard® Postal Elimination System information to help ensure a smooth and seamless transition. Additional materials such as posters are also available. These materials are provided in both English and Spanish (additional languages are available upon request).

Digital copies of all informational pamphlets and posters may also be accessed by inmates via the SmartTablet™ and SmartKiosk™ devices provided.

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Information Pamphlet Sample (Tri-fold, 11” x 8.5”)

Deposit Options

Calling Accounts

There are a variety of ways to deposit funds into calling accounts. Once processed, deposited funds are available for immediate use.

Online - quick, convenient, secure and available 24/7/365. Visit www.smartinmate.com and log into your account.

Live Operator - available 7 days a week from 7:00am to 12:00 Midnight EST by calling our toll-free Customer Care at 888-843-1972.

Lobby Kiosk - some facilities have lobby kiosks where deposits can be made with credit card or cash.

Automated Operator - available 24/7/365 by calling our toll-free Customer Care at 888-843-1972 and selecting “Make a Deposit” from the automated menu.

Mail - deposit funds via money order or certified check. Include the phone number of the Prepaid Collect (PPC) or PIN Debit calling account in which funds are to be deposited. Also include the phone number of the party depositing funds. Make payable to "Smart Communications“ and mail to:

Smart Communications Deposit Center
P.O. Box 1848
Pinellas Park, FL 33780

Notes: Online, Kiosk and automated operator deposits are subject to a $3.00 processing fee. Live operator deposits are subject to a $5.95 processing fee. Deposits sent through mail are not subject to a processing fee.

SmartInmate™ Accounts

SmartInmate™ account funds can only be deposited online. Visit www.smartinmate.com and log in to your account. A minimum $5.00 deposit is required. Each deposit is subject to a $1.50 processing fee.

Questions?
Contact Customer Care at 888-843-1972
or visit www.smartinmate.com

Corporate HQ
Smart Communications
10491 72nd St.
Seminole, FL 33777

Smart Communications

Staying Connected Resource Guide



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Please review this guide to learn more about the communications services offered by this facility to help you and your loved one stay connected:

- Phone Calling with Voicemail
- Remote Video Visitation
- Electronic Messaging and Photo Delivery

Getting Started

Visit www.smartinmate.com or contact Customer Care at 888-843-1972 to create your account and deposit funds.

Calling account funds can be used for:

- Prepaid Collect (PPC) phone number(s) to receive prepaid calls or leave voicemails
- PIN Debit for inmates to make prepaid calls

SmartInmate™ account funds can be used to:

- Send "postage paid" messages
- Open/read "collect/COD" messages
- Send digital photos to your loved one
- Schedule/conduct Remote Video Visitations

Customer Care

Our Customer Care Call Center is open 7 days a week from 7:00am to 12:00 Midnight EST and can be reached toll-free at 888-843-1972.

Our friendly, knowledgeable, U.S. based Customer Care representatives are prepared to assist you:

- Create an account
- Deposit funds into an account
- Communication service questions and rates
- Billing and refund questions

Phone Calls

Smart Communications offers different calling account options to allow you to pay for inmate phone calls in advance and stay connected.

Prepaid Collect (PPC) - allows family and friends to pay for collect calls they receive from an inmate in advance. The PPC account holder decides which phone numbers are allowed and how much they want to spend on receiving collect calls.

Voicemail Exchange (VMX™) - PPC calling account funds can also be used to leave voicemails for an inmate.

PIN Debit - family and friends can deposit funds directly into PIN Debit accounts. These account funds are owned by the inmate and can be used to pay for calls they place to any facility-approved phone number.



To prevent disconnection, avoid the following actions during a call:

- Press any buttons on phone's dial pad
- Attempt to transfer or perform a 3-way call
- Stop the conversation or place call on hold
- Use or answer "call waiting"

Remote Video Visitation

SmartVisit Video Visitation allows you to have video calls with an inmate from the comfort and privacy of your own PC with web camera and internet connection.

- Include your loved one in everyday activities, birthdays, holiday gatherings, etc.
- Saves time, expense and hassle of traveling to the facility
- More comfortable visiting experience for younger children



Messaging & Photo Delivery

SmartInmate™ is a two-way electronic messaging service that allows you to send and receive messages from your smartphone or PC. Inmates can send and receive messages on secure/password protected kiosks or tablets stationed at the institution.

SmartInmate™ also provides a one-way photo delivery service. Photos can be accessed by inmates an unlimited number of times.



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MailGuard® Notice Sample

MailGuard Notice

The Southwest Virginia Regional Jail Authority has contracted with Smart Communications to install Kiosks/Tablets in all housing units and will be available to inmates for outside and internal communications.

To maintain security and safety of the inmates and staff, **Effective January 1st, 2021** all inmate postal mail must be sent to the following address:

Smart Communications-Southwest Virginia Regional Jail - *(insert Facility Name)*
Attention To: *(insert INMATE NAME-ID NUMBER)*
P.O. Box 9110 *(for Abingdon Jail)*
P.O. Box 9111 *(for Tazewell Jail)*
P.O. Box 9112 *(for Haysi Jail)*
P.O. Box 9113 *(for Duffield Jail)*
Seminole, FL 33775-****

The Inmate Name and ID Number must be clearly PRINTED on the outside of the envelope or postcard, to ensure the mail is posted to the correct amount. Mail not containing the inmate ID Number and the Name will be "Returned to Sender"

All regular inmate postal mail (Postcards, Letters, Greeting Cards, etc.) will be scanned into the system and available to the inmates to view their postal mail via the inmate kiosk/tablets.

Please be advised that when you mail an item, the original document will be destroyed. Concerning important documents like marriage certificates, birth certificates, social security cards and pictures, please do not mail original documents. You should only mail copies of these documents or pictures that you do not mind not getting back. These will be scanned into the electronic system and destroyed after 30 days.

Upon release inmates can login to the public website at: https://www.smartinmate.com and enter their inmate number and password and download their photos, messages, and postal mail for FREE.

Family and friends are encouraged to communicate with their loved ones incarcerated at the jail. The mail is a good resource for maintaining that line of communication.

Legal Mail and Money Orders

All legal mail and money order will continue to be mailed to the following addresses:

Abingdon Facility	Duffield Facility	Haysi Facility	Tazewell Facility
INMATE NAME	INMATE NAME	INMATE NAME	INMATE NAME
P.O. Box 280	P.O. Box 367	P.O. Box 535	115 Court Street
Meadowview, VA 24361	Duffield, VA 24244	Haysi, VA 24256	Tazewell, VA 2465

Legal correspondence must be clearly marked as such from an attorney, court, Department of Corrections or the Parole Board.

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MailGuard® Poster Samples (11” x 17”)



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J. Performance Monitoring and Compliance

a. The Division shall have the right to audit, when it so determines, the activities of the vendor to insure contract compliance. The Division may elect to use a qualified independent auditor or a management firm for this purpose. If so, the Division will select a third party for audit purposes. The audit will include, but is not limited to, equipment and system operations, call processing, maintenance, management support, revenue and commission information and reporting, including the rating and billing of calls, and the preparation of revenue and commission reports. The vendor must cooperate by providing any and all necessary information, including that from a Clearinghouse, in a timely fashion. Failure to cooperate will be grounds for termination of the contract between the parties.

RESPONSE: Acknowledged and agreed.

b. At the end of the contract period the vendor will work with Division staff to facilitate a smooth transition of uninterrupted inmate telephone service with the replacement vendor. Any phone wiring and related conduit and switches installed during the contract become the property of the Division. Vendor's equipment must be removed in such a manner as to allow existing wiring to be reused.

RESPONSE: Acknowledged and agreed.

K. Additional Services

The vendor may include any other information or suggestions that are believed to be relevant but are not specifically asked for in this RFP. Such information or suggestions should be accompanied by detailed explanations of any innovations, alternatives, or approaches that it proposes in its response to this RFP. The vendor must disclose any one-time or ongoing costs, if any, to the Division and how the enhancements or customized services will impact the commission to the Division. Additional services, features, enhancement or options will not be included in the evaluation process, but may, at the option of the Division, be included in the contract for services resulting from this RFP.

RESPONSE: By partnering with Smart Communications, the Division will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms



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Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support inmate phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Inmates - In addition to connection and communication, the SmartWatch™ provides the most advanced live inmate tracking technology in the industry, far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical exact inmate location within inches, track history of movement, see live mapping in real time of all inmates in motion or segregate monitoring to specific inmates. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - This intelligent device monitors every inmate in real time with vital health and wellness data and reporting. Inmate body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each inmate's physical health in real time, keeping the agency ahead of tragedies before they happen.

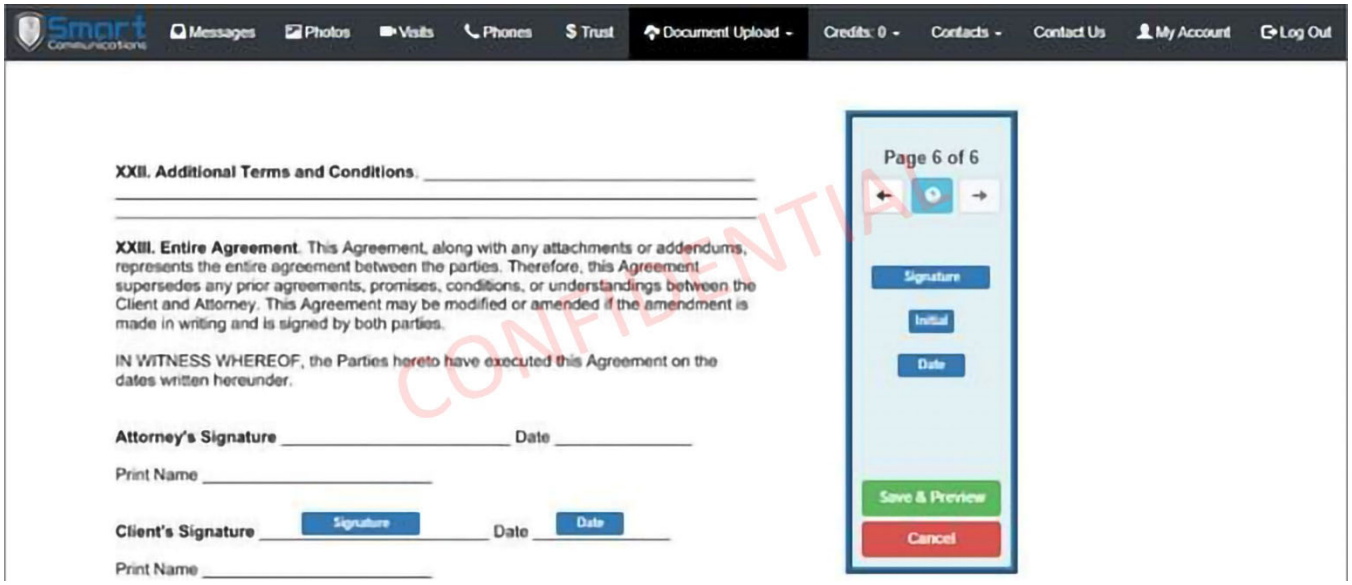
Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire inmate environment. With baked-in intelligence controls fully integrated in the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators to monitor phone calls, visits, text and emails, as well as shadow inmates in live time with voice biometrics, key word tracking, covertly monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence in the inmate environment at levels never possible before.

Secure Messaging and eSignature|

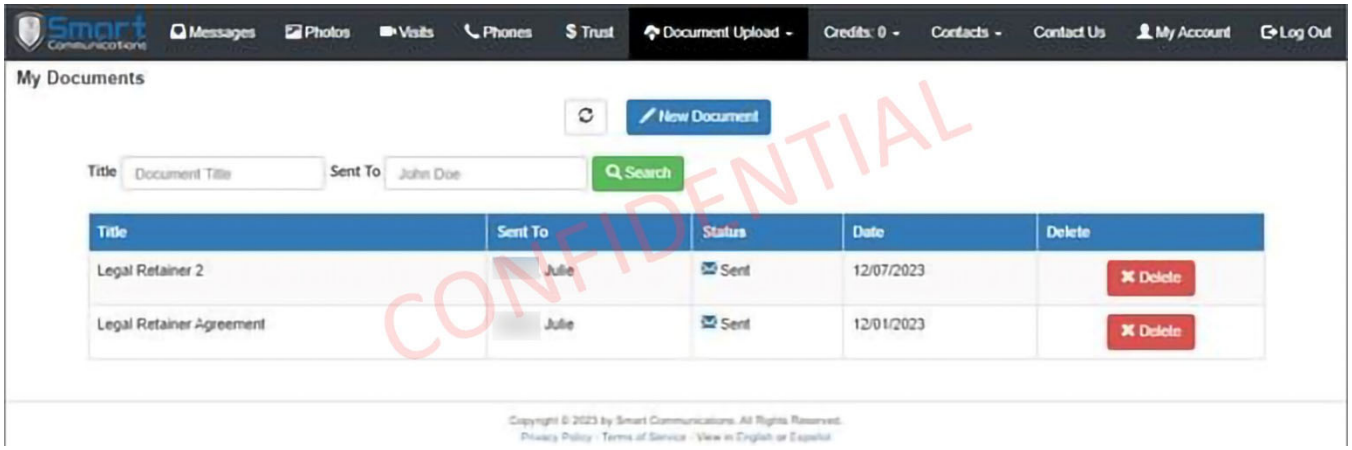


Our proposed SmartInmate™ Electronic Messaging System platform also includes a specialized Attorney Messaging feature with eSignature functionality. This feature allows vetted attorneys to exchange electronic messages and legal documents confidentially with inmates at ***no cost***. With eSignature functionality, attorneys can insert required signatures, initials and date stamp fields into a legal document. This function helps improve efficiency by eliminating the need for legal documents requiring an inmate's signature to be physically mailed to the facility.

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Inmates can enter the appropriate data (i.e., their signature, initials, date stamp) into the legal document's required form fields and send the completed document back to their attorney. The title, status and date of all legal documents exchanged are recorded for reference purposes.



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Exhibit A: Confidential Client Partner List and Testimonials

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify us immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

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Garland County Detention Center
3564 Albert Pike Rd. | Hot Springs, AR 71913
ADP: 300 | **Capacity**: 350
Contract Start Date: 5/23/2023 | **Contract Exp. Date**: 5/23/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Deputy Steven Elrod | **Phone**: (501) 651-7804
Email: selrod@garlandcounty.org

Poinsett County Jail
1500 Justice Dr | Harrisburg, AR 72432
ADP: 97 | **Capacity**: 136
Contract Start Date: 9/8/2017 | **Contract Exp. Date**: 9/8/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Dep. Jeremy Lally | **Phone**: (870) 578-5411
Email: jlally@poinsettcounty.us

Crawford County Jail
409 Main St | Van Buren, AR 72956
ADP: 258 | **Capacity**: 307
Contract Start Date: 12/7/2016 | **Contract Exp. Date**: 11/3/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Verlin Winters | **Phone**: (479) 474-1721
Email: vwinters@crawford-county.org

Miller County Jail
2300 East St | Texarkana, AR 71854
ADP: 312 | **Capacity**: 300
Contract Start Date: 10/8/2015 | **Contract Exp. Date**: 12/31/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Chief Dep. Mark Lewis | **Phone**: (870) 774-3001
Email: mlewis@millercountyso.us

Craighead County Jail
901 Willett Rd. | Jonesboro, AR 72403
ADP: 286 | **Capacity**: 433
Contract Start Date: 7/24/2015 | **Contract Exp. Date**: 7/31/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Keith Bowers | **Phone**: (870) 933-4526
Email: kbowers@craigheadso.org

Benton County Jail
1300 SW 14th St | Bentonville, AR 72712
ADP: 760 | **Capacity**: 749
Contract Start Date: 12/5/2017 | **Contract Exp. Date**: 12/5/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartSmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Harold Gage | **Phone**: (479) 271-1011
Email: harold.gage@bentoncountyar.gov

Mississippi County Jail
685 N County Road 599 | Luxora, AR 72358
ADP: 97 | **Capacity**: 150
Contract Start Date: 8/22/2017 | **Contract Exp. Date**: 12/31/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Asst. Jail Admin. Haley Hooten | **Phone**: (870) 658-2243
Email: jail.admin@mcagov.com

Pope County Jail
3 Emergency Ln | Russellville, AR 72802
ADP: 181 | **Capacity**: 173
Contract Start Date: 4/20/2016 | **Contract Exp. Date**: 4/15/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Dep. Blake WIlson | **Phone**: (479) 968-2558
Email: bwilson@popecoso.org

Carroll County Detention Center
205 Hailey Rd | Berryville, AR 72616
ADP: 75 | **Capacity**: 100
Contract Start Date: 8/12/2015 | **Contract Exp. Date**: 8/12/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Dep. Chief Jerry Williams | **Phone**: (870) 350-1305
Email: jerry.w.williams@me.com

White County Jail
1600 E Booth Rd Ste 200 | Searcy, AR 72143
ADP: 382 | **Capacity**: 330
Contract Start Date: 3/5/2015 | **Contract Exp. Date**: 12/31/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Dep. Ray Coffman | **Phone**: (501) 278-8050
Email: raycoffman@wcso.cc

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San Diego County Detention Bureau
1173 Front St. | San Diego, CA 92101
ADP: 4,036 | **Capacity**: 5,695
Contract Start Date: TBD | **Contract Exp. Date**: 6/23/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, SmartVisit™, SmartEd™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Cmmdr. Billy Duke | **Phone**: (858) 974-2278
Email: billy.duke@sdsheriff.org

Santa Cruz County Sheriff's Office
259 Water Street | Santa Cruz, CA 95060
ADP: 344 | **Capacity**: 611
Contract Start Date: 9/2/2021 | **Contract Exp. Date**: 6/30/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Christopher Shearer | **Phone**: (831) 454-7800
Email: christopher.shearer@santacruzcounty.us

Tuolumne County Jail
175 Yaney Ave | Sonora, CA 95370
ADP: 147 | **Capacity**: 240
Contract Start Date: 5/4/2018 | **Contract Exp. Date**: 12/15/2022
Services Provided: SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Sgt. Eric Roberts | **Phone**: (209) 770-5348
Email: eroberts@co.tuolumne.ca.us

Orange County Corrections Department
3723 Vision Blvd. | Orlando, FL 32839
ADP: 2,858 | **Capacity**: 3,800
Contract Start Date: TBD | **Contract Exp. Date**: 1/31/2028
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
IT Project Lead Kenroy Ellis | **Phone**: (40) 836-3560
Email: kenroy.ellis@ocfl.net

Flagler County Sheriffs' Office
1002 Justice Lane | Bunnell, FL 32110
ADP: 198 | **Capacity**: 400
Contract Start Date: 12/5/2022 | **Contract Exp. Date**: 7/28/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEntertainment™, SmartRequest™, SmartLaw™ Library and SmartTablet™ Devices

Primary Point of Contact Details
Chief Daniel Engert | **Phone**: (386) 586-4862
Email: dengert@flaglersheriff.com

City of Santa Ana Police Dept.
62 Civic Center Plaza | Santa Ana, CA 92702
ADP: 400 | **Capacity**: 502
Contract Start Date: 10/18/2022 | **Contract Exp. Date**: 11/1/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartLaw™ Library, SmartEd™, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Mr. Ken Willard | **Phone**: (714) 245-8128
Email: kwillard@santa-ana.org

San Mateo County Corrections Division
300 Bradford St. | Redwood City, CA 94063
ADP: 781 | **Capacity**: 1,500
Contract Start Date: 6/6/2019 | **Contract Exp. Date**: 8/31/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEntertainment™, SmartRequest™ and SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. John Kovach | **Phone**: (650) 599-3016
Email: jkovach@smcgov.org

Washington County Justice Center
26861 US Hwy 34 | Akron, CO 80720
ADP: 180 | **Capacity**: 200
Contract Start Date: 10/29/2019 | **Contract Exp. Date**: 6/23/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Capt. Amanda Stivers | **Phone**: (970) 345-6865
Email: astivers@co.washington.co.us

St. Johns County Detention Facility
3955 Lewis Speedway | Saint Augustine, FL 32084
ADP: 500 | **Capacity**: 714
Contract Start Date: 3/28/2023 | **Contract Exp. Date**: 12/1/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartLaw™ Library, SmartEd™, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Ms. Caitlin Parkin | **Phone**: (904) 209-2208
Email: cparkin@sjso.org

Highlands County Jail
338 S Orange St | Sebring, FL 33870
ADP: 466 | **Capacity**: 512
Contract Start Date: 8/31/2022 | **Contract Exp. Date**: 6/21/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Maj. Tim Lethbridge | **Phone**: (863) 402-7201
Email: tlethbridge@highlandssheriff.org

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Brevard County Sheriff's Office

860 Camp Rd | Cocoa, FL 32927
ADP: 1,564 | **Capacity**: 2,000
Contract Start Date: 12/7/2021 | **Contract Exp. Date**: 12/1/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Maj. Vere Samuel | **Phone**: (321) 690-1500
Email: vere.samuel@bcso.us

Osceola County Department of Corrections

402 Simpson Rd | Kissimmee, FL 34744
ADP: 650 | **Capacity**: 851
Contract Start Date: 8/18/2021 | **Contract Exp. Date**: 8/18/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Anthony Ciuzio | **Phone**: (407) 742-4325
Email: anthony.ciuzio@osceola.org

Hernando County Detention Center

16425 Spring Hill Dr | Brooksville, FL 34604
ADP: 700 | **Capacity**: 821
Contract Start Date: 10/2/2019 | **Contract Exp. Date**: 10/2/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Admin. Asst. Elizabeth O'Donnell | **Phone**: (352) 544-2334
Email: eodonnell@hernandosheriff.org

Levy County Jail

9150 NE 80th Ave | Bronson, FL 32621
ADP: 158 | **Capacity**: 304
Contract Start Date: 4/23/2019 | **Contract Exp. Date**: 4/23/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Scott Snyder | **Phone**: (352) 486-5121 ext 248
Email: ssnyder@levyso.com

Polk County Department of Detention

1891 Jim Keene Blvd | Winter Haven, FL 33880
ADP: 2,997 | **Capacity**: 3,500
Contract Start Date: 7/28/2017 | **Contract Exp. Date**: 7/27/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Marco Avila | **Phone**: (863) 534-6103
Email: mavila@polksheriff.org

Indian River Sheriff's Office

4055 41st Ave | Vero Beach, FL 32960
ADP: 482 | **Capacity**: 612
Contract Start Date: 10/20/2021 | **Contract Exp. Date**: 10/29/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Ms. Shannon Kartak | **Phone**: (772) 978-6318
Email: skartak@ircsheriff.org

Sarasota County Jail

2020 Main Street | Sarasota, FL 34230
ADP: 920 | **Capacity**: 1,100
Contract Start Date: 7/29/2020 | **Contract Exp. Date**: 7/29/2023
Services Provided: SmartInmate with Attorney Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Capt. James Forrest | **Phone**: (941) 861-4102
Email: james.forrest@sarasotasheriff.org

Volusia County Division of Corrections

1354 Indian Lake Road | Daytona Beach, FL 32124
ADP: 1,690 | **Capacity**: 1,500
Contract Start Date: 9/6/2019 | **Contract Exp. Date**: 6/6/2029
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartSmartEd™, SmartEntertainment™, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Capt. Mike Gallenkamp | **Phone**: (386) 254-1562
Email: mgallenkamp@volusia.org

Seminole County Jail and Juvenile Facility

211 Eslinger Way | Sanford, FL 32773
ADP: 846 | **Capacity**: 1,394
Contract Start Date: 12/12/2018 | **Contract Exp. Date**: 12/12/2024
Services Provided: SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Sgt. William Noonan | **Phone**: (407) 448-0104
Email: wnoonan@seminolesheriff.org

Charlotte County Jail

26601 Airport Rd | Punta Gorda, FL 33982
ADP: 648 | **Capacity**: 960
Contract Start Date: 6/20/2017 | **Contract Exp. Date**: 6/20/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Lt. Ryan Barber | **Phone**: (941) 833-6357
Email: rbarber@ccsofl.net

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Lee County Sheriff's Office
14750 Six Mile Cypress Pkwy | Ft. Myers, FL 33912
ADP: 1,571 | **Capacity**: 2,000
Contract Start Date: 3/10/2016 | **Contract Exp. Date**: 9/1/2029
Services Provided: SmartInmate™ Messaging, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Owen Trulock | **Phone**: (239) 258-3667
Email: otrulock@sheriffleefl.org

Columbia County Sheriff's Office
389 NW Quinten St | Lake City, FL 32055
ADP: 229 | **Capacity**: 255
Contract Start Date: 9/26/2013 | **Contract Exp. Date**: 9/26/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Cedric May | **Phone**: (386) 623-1122
Email: cedric.may@columbiasheriff.org

Dawson County Detention Center
19 Tucker Ave | Dawsonville, GA 30534
ADP: 126 | **Capacity**: 192
Contract Start Date: 9/22/2021 | **Contract Exp. Date**: 12/31/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Anthony Davis | **Phone**: (706) 344-3535 ext. 20091
Email: adavis@dawsoncountysheriff.org

Jefferson County Correctional Institute
1159 Clarks Mill Rd | Louisville, GA 30434
ADP: 140 | **Capacity**: 190
Contract Start Date: 11/4/2020 | **Contract Exp. Date**: 11/30/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartEntertainment™ and SmartTablet™ Devices

Primary Point of Contact Details
Asst. Warden Stanley Williams | **Phone**: (478) 625-7077
Email: sgwilliams@jeffersoncountyga.gov

Mitchell County Correctional Institute
4838 GA Hwy 37 | Camilla, GA 31730
ADP: 149 | **Capacity**: 160
Contract Start Date: 2/6/2020 | **Contract Exp. Date**: 2/2/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartEd™ and SmartTablet™ Devices

Primary Point of Contact Details
Dep. Warden Johnny Duckworth | **Phone**: (229) 336-2045
Email: jduckworth@mitchellcountyga.net

Putnam County Jail
130 Orie Griffin Blvd. | Palatka, FL 32178
ADP: 399 | **Capacity**: 403
Contract Start Date: 2/7/2014 | **Contract Exp. Date**: 10/8/2026
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Karly Yoder | **Phone**: (386) 268-0694
Email: kyoder@putnamsheriff.org

Collier County Jail
3319 Tamiami Trl E Bldg J | Naples, FL 34112
ADP: 654 | **Capacity**: 1,300
Contract Start Date: 10/20/2012 | **Contract Exp. Date**: 2/8/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Program Mgr. Robin Eckenroth | **Phone**: (239) 252-9551
Email: robin.eckenroth@colliersheriff.org

Jones County Jail
123 Holmes Hawkins Drive | Gray, GA 31032
ADP: 140 | **Capacity**: 156
Contract Start Date: 12/16/2020 | **Contract Exp. Date**: 10/12/2023
Services Provided: SmartEvo™ ITS, SmartVisit™, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Dalton Hart | **Phone**: (478) 986-3479
Email: dalton.hart@jcsheriff.org

Coweta County Correctional Institute
560 Greison Trl | Newnan, GA 30263
ADP: 185 | **Capacity**: 300
Contract Start Date: 6/2/2020 | **Contract Exp. Date**: 6/2/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartSmartEd™, SmartEntertainment™, SmartLaw™ Library and SmartTablet™ Devices

Primary Point of Contact Details
Warden Larry Clifton | **Phone**: (770) 254-3723
Email: lclifton@coweta.ga.us

Spalding County Correctional Institute
401 Justice Blvd | Griffin, GA 30224
ADP: 430 | **Capacity**: 510
Contract Start Date: 9/3/2019 | **Contract Exp. Date**: 11/3/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Warden Carl Humphrey | **Phone**: (770) 467-4760
Email: chumphrey@spaldingcounty.com

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Worth County Jail
201 N Main St Ste 14 | Sylvester, GA 31791
ADP: 79 | **Capacity**: 76
Contract Start Date: 5/17/2019 | **Contract Exp. Date**: 12/8/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Rhonda Carter | **Phone**: (229) 776-8211
Email: rcarter@worthcosheriff.com

Will County Sheriff's Office
95 S Chicago St | Joliet, IL 60436
ADP: 595 | **Capacity**: 1,000
Contract Start Date: 11/1/2022 | **Contract Exp. Date**: 10/31/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Dep. Chief Vincent Perillo | **Phone**: (815) 740-5647
Email: vperillo@willcosheriff.org

Grant County Jail
214 E 4th St | Marion, IN 46953
ADP: 299 | **Capacity**: 274
Contract Start Date: 4/20/2017 | **Contract Exp. Date**: 4/19/2023
Services Provided: SmartInmate™ with Attorney Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Todd Fleece | **Phone**: (765) 688-8168
Email: tfleece@grantcounty.net

Saline County Jail
251 North 10th St. | Saline, KS 67401
ADP: 256 | **Capacity**: 200
Contract Start Date: 4/27/2023 | **Contract Exp. Date**: 12/27/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Jeremiah Hayes | **Phone**: (785) 826-6502
Email: jerermiah.hayes@saline.org

Barren County Detention Center
201 Samson St. | Glasgow, KY 42141
ADP: 230 | **Capacity**: 255
Contract Start Date: 6/13/2023 | **Contract Exp. Date**: 2/23/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Beth Boston | **Phone**: (254) 413-2846
Email: bboston@glasgow-ky.com

Stephens County Jail
1677 Scenic Dr. | Toccoa, GA 30577
ADP: 175 | **Capacity**: 192
Contract Start Date: 7/18/2018 | **Contract Exp. Date**: 7/18/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. John Ulm | **Phone**: (706) 886-2514
Email: julm@stephenssheriff.com

Livingston County Sheriff's Office
844 W Lincoln St | Pontiac, IL 61764
ADP: 152 | **Capacity**: 200
Contract Start Date: 4/6/2022 | **Contract Exp. Date**: 4/5/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartSmartEd™, SmartEntertainment™ and SmartTablet™ Devices

Primary Point of Contact Details
Sgt. Lisa Draper | **Phone**: (815) 844-5774 ext. 8
Email: ldraper@livingstoncountyil.gov

Johnson County Sheriff's Office
101 N. Kansas Ave. | Olathe, KS 66061
ADP: 750 | **Capacity**: 1,040
Contract Start Date: 6/12/2023 | **Contract Exp. Date**: 5/31/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, Commissary Interface, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Greg Smith | **Phone**: (913) 715-5900
Email: greg.smith@jocogov.org

Louisville Metro/Jefferson Co. Department of Corrections
400 S. 6th St. | Louisville, KY 40202
ADP: 1,350 | **Capacity**: 1,850
Contract Start Date: TBD | **Contract Exp. Date**: 12/31/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Jerry Collins | **Phone**: (504) 574-2167
Email: jerry.collins@louisvilleky.gov

Woodford County Detention Center
204 Beasley Dr | Versailles, KY 40383
ADP: 138 | **Capacity**: 220
Contract Start Date: 7/1/2015 | **Contract Exp. Date**: 6/30/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEntertainment™, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Dep. Nathaniel Brashear | **Phone**: (859) 873-3196
Email: nbrashear@woodfordcountyky.gov

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Calcasieu Parish Jail
5410 E Broad St | Lake Charles, LA 70615
ADP: 840 | **Capacity**: 1,500
Contract Start Date: 8/9/2022 | **Contract Exp. Date**: 6/30/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartSmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Cmmdr. Brandon Strenth | **Phone**: (337) 491-3768
Email: bstrenth@cpso.com

Washington Parish Jail
1002 Main Street | Franklinton, LA 70438
ADP: 175 | **Capacity**: 180
Contract Start Date: 7/22/2020 | **Contract Exp. Date**: 3/8/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Asst. Warden Barry Cooper Jr | **Phone**: (985) 839-3434
Email: bcooper@wpso.la.gov

Natchitoches Parish Jail
299 Edwina Dr | Natchitoches, LA 71457
ADP: 325 | **Capacity**: 572
Contract Start Date: 8/27/2019 | **Contract Exp. Date**: 8/27/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Glenn Sers | **Phone**: (318) 357-9300
Email: hsers@npsheriff.net

Saint John the Baptist Parish Jail
100 Dep Barton Granier Dr | Laplace, LA 70068
ADP: 137 | **Capacity**: 150
Contract Start Date: 3/21/2019 | **Contract Exp. Date**: 3/21/2026
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, IOV, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Sgt. Brian Brocato | **Phone**: (985) 652-9513
Email: brian.brocato@stjohnsheriff.org

St Mary's County Detention Center
41880 Baldridge Street | Leonardtown, MD 20650
ADP: 230 | **Capacity**: 280
Contract Start Date: 5/12/2019 | **Contract Exp. Date**: 5/12/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Program Mgr. Christiana King | **Phone**: (301) 475-4200 ext. 2247
Email: christiana.king@stmarysmd.com

Tangipahoa Parish Corrections
101 Campo Lane | Amite, LA 70422
ADP: 556 | **Capacity**: 600
Contract Start Date: 7/23/2020 | **Contract Exp. Date**: 7/14/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Warden Heath Martin | **Phone**: (225) 290-7686
Email: martinh@tpso.org

Morehouse Parish Jail
351 S Franklin St | Bastrop, LA 71220
ADP: 422 | **Capacity**: 496
Contract Start Date: 3/5/2020 | **Contract Exp. Date**: 3/22/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Chief Isaac Brown | **Phone**: (318) 874-7855
Email: ibrown@mpso.net

Terrebonne Parish Jail
3211 Grand Calliou Road | Houma, LA 70361
ADP: 567 | **Capacity**: 650
Contract Start Date: 3/29/2019 | **Contract Exp. Date**: 7/10/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartSmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Stephen Bergeron | **Phone**: (985) 876-2500
Email: sbergeron@tpso.net

Richland Parish Detention Center
456 Highway 15 Unit II | Rayville, LA 71269
ADP: 780 | **Capacity**: 780
Contract Start Date: 3/28/2018 | **Contract Exp. Date**: 6/22/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Warden Ricky Scott | **Phone**: (318) 248-3057
Email: rscott@richlandso.org

Sanilac County Jail
65 N. Elk St. | Sandusky, MI 48471
ADP: 130 | **Capacity**: 102
Contract Start Date: TBD | **Contract Exp. Date**: 5/9/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Ryan McConnachie | **Phone**: (810) 648-6339
Email: rmcconnachie@sanilaccounty.net

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Ingham County Sheriff's Office

640 N Cedar St | Mason, MI 48854
ADP: 300 | **Capacity**: 444
Contract Start Date: 2/17/2023 | **Contract Exp. Date**: 2/16/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Robert Earle | **Phone**: (517) 676-8321
Email: rearle@ingham.org

Ottawa County Sheriff's Office

12220 Fillmore Street | West Olive, MI 49460
ADP: 258 | **Capacity**: 384
Contract Start Date: 1/24/2022 | **Contract Exp. Date**: 12/31/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Chief Derek Christensen | **Phone**: (616) 786-4140
Email: dchristensen@miottawa.org

Jackson County Department of Corrections

1300 Cherry St. | Kansas City, MO 64106
ADP: 777 | **Capacity**: 875
Contract Start Date: 7/12/2023 | **Contract Exp. Date**: 3/14/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Deputy Dir. Deloris Wells | **Phone**: (816) 881-4210
Email: dwells@jacksongov.org

Lafayette County Detention Center

711 Jackson Ave. East | Oxford, MS 38655
ADP: 175 | **Capacity**: 205
Contract Start Date: 7/6/2023 | **Contract Exp. Date**: 2/10/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Johnny McDonald | **Phone**: (662) 234-6421
Email: jmcdonald@lafayettecoms.com

Marion-Walthall Regional Correctional Facility

503 S Main St | Columbia, MS 39429
ADP: 599 | **Capacity**: 765
Contract Start Date: 9/26/2017 | **Contract Exp. Date**: 9/26/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartRequest™, SmartKiosk™ and SmartTablet™ Devices

Primary Point of Contact Details
Maj. Zac Guidroz | **Phone**: (601) 736-3621
Email: zguidroz@mwcf.us

Jackson County Sheriff's Office

1995 Chanter Road | Jackson, MI 49201
ADP: 222 | **Capacity**: 380
Contract Start Date: 5/18/2022 | **Contract Exp. Date**: 5/19/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™ ,SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Mike Coburn | **Phone**: (517) 768-1605
Email: mcoburn@mijackson.org

Oakland County Jail and Children's Village

1201 N Telegraph Rd | Pontiac, MI 48341
ADP: 932 | **Capacity**: 1,558
Contract Start Date: 11/16/2020 | **Contract Exp. Date**: 2/3/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Steve Schneider | **Phone**: (248) 858-1084
Email: schneiders@oakgov.com

Dunklin County Justice Center

1175 Floyd St. | Kennett, MO 63857
ADP: 106 | **Capacity**: 173
Contract Start Date: 4/3/2017 | **Contract Exp. Date**: 1/28/2024
Services Provided: SmartInmate™ Messaging, SmartLaw™ Library, SmartRequest™ , SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Ms. Nicole Green | **Phone**: (573) 888-2424
Email: nicolegreen@dunklincomo.org

Tate County Sheriff's Office

1 Justice Dr | Senatobia, MS 38668
ADP: 90 | **Capacity**: 164
Contract Start Date: 10/12/2017 | **Contract Exp. Date**: 10/12/2029
Services Provided: SmartInmate™ Messaging, MS, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Jail Admin. Anna Sloan - Clayton | **Phone**: (662) 562-4434
Email: aclayton@tatecountysheriff.com

Jefferson-Franklin County Regional Correctional Facility - MDOC

279 MS HWY 33 | Fayette, MS 39069
ADP: 335 | **Capacity**: 500
Contract Start Date: 6/30/2016 | **Contract Exp. Date**: 5/18/2026
Services Provided: SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Henry Felton | **Phone**: (601) 597-8766
Email: henfelton@att.net

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Kemper-Neshoba County Regional Facility - MDOC

374 Stennis Industrial Park Rd | De Kalb, MS 39328
ADP: 380 | **Capacity**: 494
Contract Start Date: 5/13/2016 | **Contract Exp. Date**: 12/2/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Warden Jordan Jowers | **Phone**: (601) 743-5767
Email: jjowers@knrcf.us

DeSoto County Jail and Juvenile Detention Center

311 W South St | Hernando, MS 38632
ADP: 310 | **Capacity**: 550
Contract Start Date: 10/24/2013 | **Contract Exp. Date**: 8/19/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Dir. Chad Wicker | **Phone**: (662) 469-8551
Email: cwicker@desotocountyms.gov

Robeson County Jail

122 Legend Rd | Lumberton, NC 28358
ADP: 305 | **Capacity**: 410
Contract Start Date: 8/2/2018 | **Contract Exp. Date**: 8/1/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Lloyd Powell | **Phone**: (910) 671-6284
Email: lpowell@robesoncoso.org

Washoe County Adult and Juvenile Detention Centers

911 E Parr Blvd | Reno, NV 89512
ADP: 1,085 | **Capacity**: 1,124
Contract Start Date: 3/24/2022 | **Contract Exp. Date**: 3/24/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
County Manager Kimberly Lintz | **Phone**: (775) 328-2971
Email: klintz@washoecounty.us

Licking County Sheriff's Office

155 E Main St | Newark, OH 43055
ADP: 300 | **Capacity**: 332
Contract Start Date: 3/15/2022 | **Contract Exp. Date**: 3/15/2027
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Jail Admin. Wes Wagner | **Phone**: (740) 670-5555
Email: wwagner@lickingcounty.gov

Noxubee County Jail

505 S Jefferson St | Macon, MS 39341
ADP: 35 | **Capacity**: 12
Contract Start Date: 5/5/2016 | **Contract Exp. Date**: 5/5/2023
Services Provided: SmartInmate™ Messaging, Commissary Interface and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Jackee Sherrod | **Phone**: (662) 726-9841
Email: ncadc2020@yahoo.com

Missoula County Detention Center

2340 Mullan Rd. | Missoula, MT 59808
ADP: 400 | **Capacity**: 394
Contract Start Date: TBD | **Contract Exp. Date**: 7/11/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™ ,SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Jason Kowalski | **Phone**: (406) 258-4498
Email: jkowalski@co.missoula.mt.us

Douglas Co. Depy. of Corrections & Criminal Justice

710 S 17th St | Omaha, NE 68102
ADP: 1,053 | **Capacity**: 1,467
Contract Start Date: 10/31/2022 | **Contract Exp. Date**: 10/31/2027
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Asst. Dir. Amber Redmon | **Phone**: (402) 599-2267
Email: amber.redmon@douglascounty-ne.gov

Morrow County Sheriff's Office

101 Home Rd | Mount Gilead, OH 43338
ADP: 131 | **Capacity**: 128
Contract Start Date: 3/15/2022 | **Contract Exp. Date**: 3/14/2025
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartLaw™ Library and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Christina High | **Phone**: (419) 947-1151
Email: chigh@morrowcountysheriff.org

Lake County Adult Detention Facility

104 East Erie Street | Painesville, OH 44077
ADP: 365 | **Capacity**: 400
Contract Start Date: 8/19/2021 | **Contract Exp. Date**: 8/18/2026
Services Provided: SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartLaw™ Library and SmartTablet™ Devices

Primary Point of Contact Details
Capt. Cynthia Brooks | **Phone**: (440) 350-5503
Email: cynthia.brooks@lakecountyohio.gov

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Montgomery County Jail
330 W 2nd St | Dayton, OH 45422
ADP: 736 | **Capacity**: 914
Contract Start Date: 3/29/2019 | **Contract Exp. Date**: 5/31/2026
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Dave Parin | **Phone**: (937) 496-6964
Email: parind@mcohiosheriff.org

Multi-County Adult Correctional Center
1514 Victory Rd | Marion, OH 43302
ADP: 185 | **Capacity**: 215
Contract Start Date: 11/15/2016 | **Contract Exp. Date**: 1/4/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Dir. Steve Aiken | **Phone**: (740) 387-7434
Email: saiken@co.marion.oh.us

Crook County Jail
400 NE 3rd St | Prineville, OR 97754
ADP: 35 | **Capacity**: 86
Contract Start Date: 5/12/2020 | **Contract Exp. Date**: 10/5/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Cpl. Hannah Pierce | **Phone**: (541) 416-3620
Email: hannah.pierce@crookcountysheriff.org

Erie County Prison
1618 Ash St. | Erie, PA 16503
ADP: 625 | **Capacity**: 902
Contract Start Date: 8/1/2023 | **Contract Exp. Date**: 3/10/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Deputy Warden Michael Holman | **Phone**: (814) 451-7521
Email: mholman@eriecountypa.gov

Butler County Prison
202 S. Washington St. | Butler, PA 16001
ADP: 429 | **Capacity**: 564
Contract Start Date: 1/24/2022 | **Contract Exp. Date**: 1/24/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Warden Joseph DeMore | **Phone**: (724) 431-2174
Email: jdemore@co.butler.pa.us

MonDay Community Correctional Institution
1951 S. Gettysburg Ave. | Dayton, OH 45408
ADP: 250 | **Capacity**: 270
Contract Start Date: 2/6/2019 | **Contract Exp. Date**: 3/30/2027
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Asst. Dir. David Bell | **Phone**: (937) 225-5811
Email: belld@mcohio.org

Grady County Jail
215 N. 3rd St. | Chickasha, OK 73018
ADP: 629 | **Capacity**: 700
Contract Start Date: 3/18/2016 | **Contract Exp. Date**: 3/18/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartSmartEd™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Rusty Winsett | **Phone**: (405) 222-1000
Email: rwinsett@gccja.com

Somerset County Jail
123 E. Fairview St. | Somerset, PA 15501
ADP: 106 | **Capacity**: 150
Contract Start Date: TBD | **Contract Exp. Date**: 4/4/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Dep. Warden Brian Pelesky | **Phone**: (814) 445-1608
Email: peleskyb@co.somerset.pa.us

Tioga County Prison
1768 Shumway Hill Rd | Wellsboro, PA 16901
ADP: 77 | **Capacity**: 67
Contract Start Date: 7/11/2022 | **Contract Exp. Date**: 7/10/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuard®I, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Warden Ryan Fish | **Phone**: (570) 724-5911
Email: rfish@tiogacountypa.us

Clinton County Correctional Facility
58 Pine Mountain Rd | McElhattan, PA 17748
ADP: 171 | **Capacity**: 300
Contract Start Date: 9/3/2020 | **Contract Exp. Date**: 9/3/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Warden Angela Hoover | **Phone**: (570) 769-7680
Email: ahoover@clintoncountypa.com

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Wayne County Correctional Facility
44 Mid Wayne Dr | Honesdale, PA 18431
ADP: 61 | **Capacity**: 200
Contract Start Date: 7/21/2020 | **Contract Exp. Date**: 3/15/2027
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Warden Kevin Bishop | **Phone**: (570) 253-2621 ext. 1500
Email: kbishop@waynecountypa.gov

Florence County Sheriff's Office
6719 Friendfield Rd | Effingham, SC 29541
ADP: 303 | **Capacity**: 512
Contract Start Date: 1/27/2022 | **Contract Exp. Date**: 7/3/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Maj. Michael Brown | **Phone**: (843) 665-2121 ext. 445
Email: mbrown@fcso.org

Lancaster County Detention Center
1941 Pageland Hwy | Lancaster, SC 29720
ADP: 167 | **Capacity**: 121
Contract Start Date: 5/5/2021 | **Contract Exp. Date**: 5/5/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ ,SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Stacy Hatfield | **Phone**: (803) 313-2224
Email: shatfield@lacoso.net

York County Detention Center
1675 York Hwy Ste 3A | York, SC 29745
ADP: 450 | **Capacity**: 565
Contract Start Date: 6/12/2019 | **Contract Exp. Date**: 6/22/2026
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Rodney Hope | **Phone**: (803) 628-3080
Email: rodney.hope@yorkcountygov.com

Lexington County Detention Center
521 Gibson Rd. | Lexington, SC 29071
ADP: 800 | **Capacity**: 702
Contract Start Date: 3/20/2019 | **Contract Exp. Date**: 6/30/2024
Services Provided: SmartInmate™ with Attorney Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Brian Currence | **Phone**: (803) 785-8230
Email: bcurrence@lcsd.sc.gov

Pennslyvania Dept. of Corrections (All 25 Facilities)
1920 Technology Parkway | Mechanicsburg, PA 17050
ADP: 36,000 | **Capacity**: 44,840
Contract Start Date: 9/10/2018 | **Contract Exp. Date**: 9/10/2023
Services Provided: MailGuard®

Primary Point of Contact Details
Ms. Chris Meukel | **Phone**: (717) 728-2097
Email: cmeukel@pa.gov

Spartanburg County Detention
950 California Ave | Spartanburg, SC 29303
ADP: 1,200 | **Capacity**: 1,400
Contract Start Date: 6/9/2021 | **Contract Exp. Date**: 3/8/2022
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartSmartEd™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Lt. Mark Freeman | **Phone**: (864) 596-2607
Email: mfreeman@spartanburgcounty.org

Colleton County Sheriff's Office
112 S. Miller Street | Walterboro, SC 29488
ADP: 55 | **Capacity**: 95
Contract Start Date: 10/10/2020 | **Contract Exp. Date**: 9/30/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Wanda Taylor | **Phone**: (843) 549-5742
Email: wtaylor@colletoncounty.org

Berkeley County Detention Center
300 California Ave | Moncks Corner, SC 29461
ADP: 460 | **Capacity**: 500
Contract Start Date: 6/11/2019 | **Contract Exp. Date**: 6/10/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartSmartEd™, SmartEntertainment™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Sgt. Danny Jones | **Phone**: (843) 719-4391
Email: danny.jones@berkeleycountysc.gov

Hamblen County Jail
510 Allison St Ste 1 | Morristown, TN 37814
ADP: 255 | **Capacity**: 255
Contract Start Date: 3/25/2021 | **Contract Exp. Date**: 10/25/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. William Hart | **Phone**: (423) 586-3781
Email: william.hart@co.hamblen.tn.us

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Gibson County Correctional Complex
401N S College St. | Trenton, TN 38382
ADP: 300 | **Capacity**: 329
Contract Start Date: 7/21/2020 | **Contract Exp. Date**: 1/16/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, Commissary Interface, SmartEd™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Sherry Smith | **Phone**: (731) 855-1121
Email: sjsmith@gibsonsheriff.com

Webb County Jail
902 Victoria Street | Laredo, TX 78040
ADP: 451 | **Capacity**: 570
Contract Start Date: 11/2/2022 | **Contract Exp. Date**: 5/22/2025
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, SmartEd™, SmartEntertainment™, SmartLaw™ Library and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Alejandro Gutierrez | **Phone**: (956) 523 - 4400
Email: agutierrez@webbcountytx.gov

Bell County Sheriff's Office
101 E. Central Ave. | Belton, TX 78042
ADP: 1,256 | **Capacity**: 1,400
Contract Start Date: 11/18/2021 | **Contract Exp. Date**: 9/30/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Shane Sowell | **Phone**: (254) 933-5468
Email: shane.sowell@bellcounty.texas.gov

Lubbock County Sheriff's Office
3502 North Holly Ave | Lubbock, TX 79408
ADP: 1,455 | **Capacity**: 1,454
Contract Start Date: 8/11/2021 | **Contract Exp. Date**: 8/11/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Asst. Chief Dep. Ryan Braus | **Phone**: (806) 775-7009 ext. 9
Email: rbraus@lubbockcounty.gov

Jefferson County Downtown Correctional Facility and Minnie Rogers Juvenile Facility
5030 Highway 69 S | Beaumont, TX 77705
ADP: 879 | **Capacity**: 1,220
Contract Start Date: 6/28/2019 | **Contract Exp. Date**: 3/4/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™ VVS, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief John Shauberger | **Phone**: (409) 835-8720
Email: jshauberger@co.jefferson.tx.us

Moore County Sheriff's Office
58 S Elm St. | Lynchburg, TN 37352
ADP: 27 | **Capacity**: 35
Contract Start Date: 6/15/2018 | **Contract Exp. Date**: 6/15/2023
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Jail Admin. Libbi Stejskal | **Phone**: (931) 307-6449
Email: lstejskal@metromoorecounty.org

Denton County Jail and Juvenile Detention Center
127 N Woodrow Ln | Denton, TX 76205
ADP: 1,046 | **Capacity**: 1,788
Contract Start Date: 1/9/2022 | **Contract Exp. Date**: 10/31/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Dep. Barry Caver | **Phone**: (940) 349-1701
Email: barry.caver@dentoncounty.com

Brazos County Detention Center
1700 Highway 21 W | Bryan, TX 77803
ADP: 605 | **Capacity**: 1,089
Contract Start Date: 11/2/2021 | **Contract Exp. Date**: 11/2/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Sgt. Abby Belangeri | **Phone**: (979) 361-4871
Email: abelangeri@brazoscountytx.gov

Ector County Detention Center
844 W Lincoln St. | Odessa, TX 79760
ADP: 858 | **Capacity**: 1079
Contract Start Date: 9/13/2019 | **Contract Exp. Date**: 9/13/2027
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, Commissary Interface, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Steve McNeill | **Phone**: (432) 335-3060
Email: stevemcneill@ectorcountysheriff.us

Kerr County Jail
400 Clearwater Paseo | Kerrville, TX 78028
ADP: 233 | **Capacity**: 328
Contract Start Date: 5/8/2019 | **Contract Exp. Date**: 11/15/2023
Services Provided: SmartInmate™ Messaging, MS, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
Asst. Jail Admin. Andrew Blizzard | **Phone**: (830) 739-4844
Email: ablizzard@co.kerr.tx.us

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Middle River Regional Jail Authority

350 Technology Dr. | Staunton, VA 24401
ADP: 818 | **Capacity**: 902
Contract Start Date: 8/9/2023 | **Contract Exp. Date**: 3/10/2028
Services Provided: SmartEvo™ ITS, SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartVisit™, Commissary Interface, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™ and SmartTablet™ Devices

Primary Point of Contact Details
IT Director Kimberly Hardy | **Phone**: (540) 245-5420
Email: khardy@mrrjva.gov

Southwest Virginia Regional Jail Authority (SWVRJA) - Abingdon, Duffield, Haysi and Tazewell

15205 Joe Derting Drive | Abingdon, VA 24210
ADP: 2,000 | **Capacity**: 2,000
Contract Start Date: 11/18/2020 | **Contract Exp. Date**: 9/14/2023
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, MailGuard®, MailGuardLegal, SmartVisit™, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Col. Dwayne Lockhart | **Phone**: (276) 739-3520
Email: dlockhart@swvrja.com

Roanoke City Jail

324 Campbell Ave SW | Roanoke, VA 24016
ADP: 407 | **Capacity**: 550
Contract Start Date: 11/30/2017 | **Contract Exp. Date**: 8/31/2023
Services Provided: SmartInmate™ with Attorney Messaging, MailGuard®, MailGuardLegal, SmartEd™, SmartEntertainment™, SmartLaw™ Library, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Security Chief Nikki Jenkins | **Phone**: (540) 853-2621
Email: nikki.jenkins@roanokeva.gov

Snohomish County Corrections

3025 Oakes Ave. | Everett, WA 98201
ADP: 450 | **Capacity**: 1,321
Contract Start Date: TBD | **Contract Exp. Date**: TBD
Services Provided: CONTRACT IN NEGOTIATIONS

Primary Point of Contact Details
Lt. Clint Moll | **Phone**: (425) 388-3474
Email: clinton.moll@co.snohomish.wa.us

Lewis County Jail

351 NW North St | Chehalis, WA 98532
ADP: 180 | **Capacity**: 356
Contract Start Date: 2/3/2018 | **Contract Exp. Date**: 2/3/2026
Services Provided: SmartInmate™ Messaging, MailGuard®, MailGuardLegal, Commissary Interface, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Chief Chris Sweet | **Phone**: (360) 740-2714
Email: chris.sweet@lewiscountywa.gov

Fairfax County Adult Detention Center

10520 Judicial Dr | Fairfax, VA 22030
ADP: 1,200 | **Capacity**: 1,260
Contract Start Date: 4/21/2021 | **Contract Exp. Date**: 3/14/2024
Services Provided: SmartEvo™ ITS, SmartInmate™ Messaging, ms, SmartVisit™, SmartLaw™ Library, SmartRequest™, SmartTablet™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. C.J. Oakley | **Phone**: (703) 246-2100
Email: charles.oakley@fairfaxcounty.gov

Newport News County Jail

224 26th St | Newport News, VA 23607
ADP: 445 | **Capacity**: 450
Contract Start Date: 3/14/2019 | **Contract Exp. Date**: 3/13/2027
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartEd™, SmartEntertainment™, SmartLaw™ Library and SmartTablet™ Devices

Primary Point of Contact Details
Support Svcs. Mgr. Tracy Hayes | **Phone**: (757) 926-8535
Email: thayes@nnva.gov

Western Virginia Regional Jail

5885 W River Rd | Salem, VA 24153
ADP: 840 | **Capacity**: 800
Contract Start Date: 7/20/2016 | **Contract Exp. Date**: 1/19/2024
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartEd™, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Capt. Chad Keller | **Phone**: (540) 378-3708
Email: chad.keller@wvarj.org

Kitsap County Corrections

614 Division St MS 33 | Port Orchard, WA 98366
ADP: 398 | **Capacity**: 518
Contract Start Date: 1/1/2022 | **Contract Exp. Date**: 12/31/2026
Services Provided: SmartInmate™ Messaging, MailGuard®, SmartVisit™, SmartLaw™ Library, SmartRequest™ and SmartKiosk™ Devices

Primary Point of Contact Details
Lt. Keith Hall | **Phone**: (360) 337-7107
Email: khall@co.kitsap.wa.us

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Client Partner Testimonials and References|

Smart Communications is pleased to share the following testimonials/recommendation letters to help provide your agency with insight as to our past performance on other contracts and the tremendous value we offer.

Mike Griffis
Sheriff
Eddie Mancha
Chief Deputy
P.O. BOX 2066
ODESSA TEXAS 79760
(432)335-3050
FAX (432)335-3586

March 21, 2022

We live in an era when legislation continues to add increased workloads on law enforcement organizations. While having the added struggle of personnel shortages, we regularly search for innovating solutions at overcoming challenges. Throughout the past few years, the implementation of Smart Communications helped our detention center with a variety of stellar advancements, including – Mail Guard, electronic grievance process, inmate electronic messaging capabilities, and widespread access to a digital law library. These features created no financial strain to the taxpayer, and yielded a wealth of benefit to the detention center and inmates alike.

Inmate correspondence also serves as a valuable resource for gathering intelligence about potential threats inside the facility or details related to criminal investigations. Through use of this feature, detention personnel identified numerous individuals presenting with suicidal ideation, threats to assault others, and attempts to smuggle in contraband. This resource benefits the community in reducing criminal activity and identifying some of the warning signs of persons experiencing a mental health crisis.

Throughout the nation, a large sum of detention centers face a new emerging threat of illicit substances introduced into the jail. Inmates discovered a method of exploiting the privileged correspondence of legal mail as a vessel to transport illicit drugs inside the secured area of the detention center. Under the guise of legal mail, the papers are soaked and dried with harmful substances. These often consist of THC, synthetic cannabinoids, fentanyl, and other narcotic analgesics. Risks of overdose, injuries to inmates and staff amassed substantial concerns with the compromised vulnerability of legal mail.

In a meeting with our strategic partner, Smart Communications offered yet another solution to an existing challenge. With use of a specialized cart, scanned documents of legal mail become accessible to inmates through encrypted files. The tangible papers themselves do not enter the cell, as they either become stored within inmate personal property or shredded in the presence of the inmate. This new practice of disseminating legal mail is currently in the implementation phase at this detention center, and we are enthusiastic about cutting down on drugs entering the facility.

Captain Steven McNeill, Psy.D.
Jail Administrator

Sheriff Mike Griffis

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Spalding COUNTY

SPALDING COUNTY CORRECTIONAL INSTITUTION
Carl Humphrey, Warden
Anthony Washington, Deputy Warden of Security
Beth Griffin, Deputy Warden of Care & Treatment

SCCI began using inmate tablets through a contract with Smart Communications in September of 2020. The initial plan was to process inmate mail through the Smart Communication processing facility and have it downloaded to the tablets for inmate viewing. This decision was made to protect SCCI staff members and inmates from potential harmful and/or lethal chemicals placed on letters, cards and envelopes.

To date, inmate mail continues to be downloaded to the inmate tablets. This process allows more time for Mail Room staff to complete other tasks and creates a safer living and working environment by reducing the clutter of excess correspondence in the inmate living areas and eliminating the entrance of foreign substances into the facility on inmate mail.

Inmates also have the benefit of electronic messaging and video visits using the Smart Communications tablets. Electronic messaging gives SCCI inmates an alternative to the inmate phone system and allows instantaneous written contact with inmate family members.

Video visits through the Smart Communications tablets has been especially helpful during COVID-19 pandemic when face to face inmate visits are not possible. Video visitation was eagerly welcomed and widely used by the inmate population.

Warden's Signature

12-28-2020
Date

295 JUSTICE BLVD. • GRIFFIN, GEORGIA 30224 • TEL. 770-467-4760 • FAX 770-467-4766

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MARION COUNTY
REGIONAL CORRECTIONAL FACILITY
BERKLEY HALL, SHERIFF DEREK MINGO, WARDEN
503 SOUTH MAIN STREET • COLUMBIA, MS • 39429
PHONE: 601.736.3621 FAX: 601.736.4473

January 20, 2021

To Whom It May Concern:

Marion County Mississippi has been using Smart Communications since April of 2017. Starting with the SmartKiosk system then later adding the MailGuard system and just recently added the tablets. I have worked in investigations since 2014 and would say that the systems we use from Smart Communications are a huge asset to gathering information, intel and helping push cases along to the District Attorney and followed by prosecution.

We have been able to use these systems to identify phone numbers tied to large narcotic cases and even find out locations and develop location patterns based on the information the system provides. These systems have assisted in all types of cases including murder, kidnapping, sexual assaults, narcotics, extortion just to name a few. The ability to monitor inmate correspondence by implementing key words and have those messages sent directly to an assigned e-mail is a huge time saver and allows investigators to use their time wisely and not have to sit and read messages word for word every day.

Marion County's system has been used to assist in cases worked by the Federal Bureau of Investigations, the Drug Enforcement Administration, Mississippi Bureau of Investigations, Mississippi Bureau of Narcotics, Mississippi Department of Corrections, the Attorney Generals office and numerous County and municipalities locally.

This system is extremely user friendly and even the most novice officer can use it. It offers a way to monitor inmate population all while making revenue for the agency while also providing intel that would normally take countless man hours or would never be gathered. I would recommend this system to any agency that houses inmates of any kind or custody.

Major Zack Guidroz
Marion County Sheriffs Office
Marion County Mississippi

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COUNTY SHERIFF

January 29, 2021

Smart Communications
10491 72nd St.
Seminole, FL 33777

To Whom It May Concern:

The Montgomery County Jail has been using Smart Communications' SmartKiosks since May of 2019. These kiosks have been a game changer for our jail. We no longer have mail coming into our facility as it goes directly to Smart Communications facility where it is scanned into the kiosk. This has cut down on contraband coming into the facility and also limits the amount of trash and papers in our housing units.

When the Coronavirus Pandemic hit in March 2020, we were not utilizing all the features on the kiosk system. At the time we were only allowing inmates to submit request, grievances, receive photos and mail. The Ohio Governor Mike DeWine shut down much of Ohio including not allowing public visitors in jail's and prison facilities. Once this occurred, I was able to contact Smart Communications who had our Video visitation for inmate's families up in running in only a few days. Smart Communications continued to work with us to allow video visitation for attorneys and also free messaging for all attorneys and public defenders doing business in our facility.

Smart Communications employees are very proactive and when problems do occur, they are quick to respond and fix the issue. All the employees I have personally dealt with from Smart Communications are very friendly, personable and ready to help once called upon.

If you're looking for a better solution for your jail, I would highly recommend Smart Communications.

Thanks,

Captain Brad Daugherty Montgomery
County Sheriff's Office 345 W.
Second Street
Dayton, OH 45402

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Office of the Sheriff
CITY OF NEWPORT NEWS

P.O. Box 57
224 – 26th Street
Newport News, VA 23607

Gabriel A. Morgan
Sheriff

(757) 926-8759
Fax: (757) 926-8429

January 4, 2021

To whom it may concern,

The Newport News Sheriff's Office is pleased to be a reference for Smart Communications and the services they provide for us.

We have been partners with Smart Communications for a couple of years now. Our main reason for contracting with them, was for the mail scanning service. This has been a huge asset in preventing the introduction of contraband into our jail. We fully expected resistance from our inmate population when this change occurred and were surprised at how easily they accepted this new way of receiving mail. Perhaps the ability to send and receive messages made that an easy trade off. Actual mail numbers have declined significantly.

The system is very user friendly. In fact, it is so easy to navigate, I find myself using the SmartMail system for quick lookups of inmate locations, and basic information. This is so much easier than our Jail Management System. The ability to electronically share information and notices to our inmate population, has saved us on our printing budget.

We are very happy with the SmartMail system and the attentiveness of the Smart Communications Team.

Colonel Eileen Sprinkle
Chief Deputy
Newport News Sheriff's Office

CLIENT PARTNER TESTIMONIAL

Desoto County Adult and Juvenile Detention Center
Hernando, MS | Client Partner Since 2013

"The no-cost, total inmate technology solution the DCSO is receiving from Smart Communications has resulted in multiple benefits to inmates and staff. DCSO inmates now have free access to tablets equipped with various educational, self-help, reentry resources as well as entertainment options. All DCSO inmates are also provided with free messages every week to help them stay connected with family and friends. MailGuard and MailGuardLegal are reducuing labor costs and are helping to keep inmates and facility staff safe by elminating any risk of contraband or bio-hazards from entering DCSO jail facilities via postal mail. Furthermore, as the DCSO's ITS and VVS provider, Smart Communications has dramatically reduced the costs of these services for inmates while guaranteeing the facility $216,000.00 in annual commission revenue."

-Captain Jeff Jackson

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Exhibit B: Service Escalation Matrix and Maintenance Plan

Smart Communications provides dependable service from initial system design planning and implementation through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the Division at ***no cost***.

Technical and maintenance support services will be provided to the Division by in-house Smart Communications staff:

- Account Manager (Danny Moore)
- Network Operations Center (NOC)
- Technical Support Center (TSC)

Additional technical and maintenance support services will be provided by our qualified technicians:

- On-site Certified Technician (OCT)
- Field Service Technicians (FSTs)

Account Manager|
Danny Moore will serve as the Division's Account Manager and primary point of contact. As the Account Manager, Danny will provide the Division with service and support in following areas:

- Technology and Service Utilization
- Proactive and Reactive Communications
- Staff and Inmate Training Support
- Troubleshooting and Trouble Ticket Assistance

Smart Communications is committed to ensuring our technologies and services continue to meet and exceed the Division expectations. To deliver on this commitment, Danny will meet with facility staff each quarter to discuss their satisfaction with system performance, and the quality of the support and maintenance provided. During these meetings, Danny will also provide information relating to any new systems, options and/or features available that will benefit inmates and staff. Danny may be reached via email smartcomm.danny@gmail.com or phone 727-313-1309.

Network Operations Center (NOC)|
To ensure 99.99% uptime, Smart Communications' NOC team utilizes an advanced application that monitors the health, security and capacity of the networks, applications and hardware utilized by our technologies and services, 24/7/365. This continuous monitoring allows our network experts to identify, diagnose and resolve potential system and network irregularities/inconsistencies before they become a problem that negatively impacts service. If an irregularity/inconsistency is detected, the monitoring application immediately sends an alert to NOC staff to investigate and address. If it is determined that additional technical support is needed, the NOC will contact the Onsite Certified Technician (OCT). The NOC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch a Field Service Technicians (FST) to the facility.

Technical Support Center (TSC)|
Smart Communications' TSC is located in Seminole, FL. Should a service issue arise, our highly trained, professional TSC staff is available 24/7/365 to assist the Division via the following methods:

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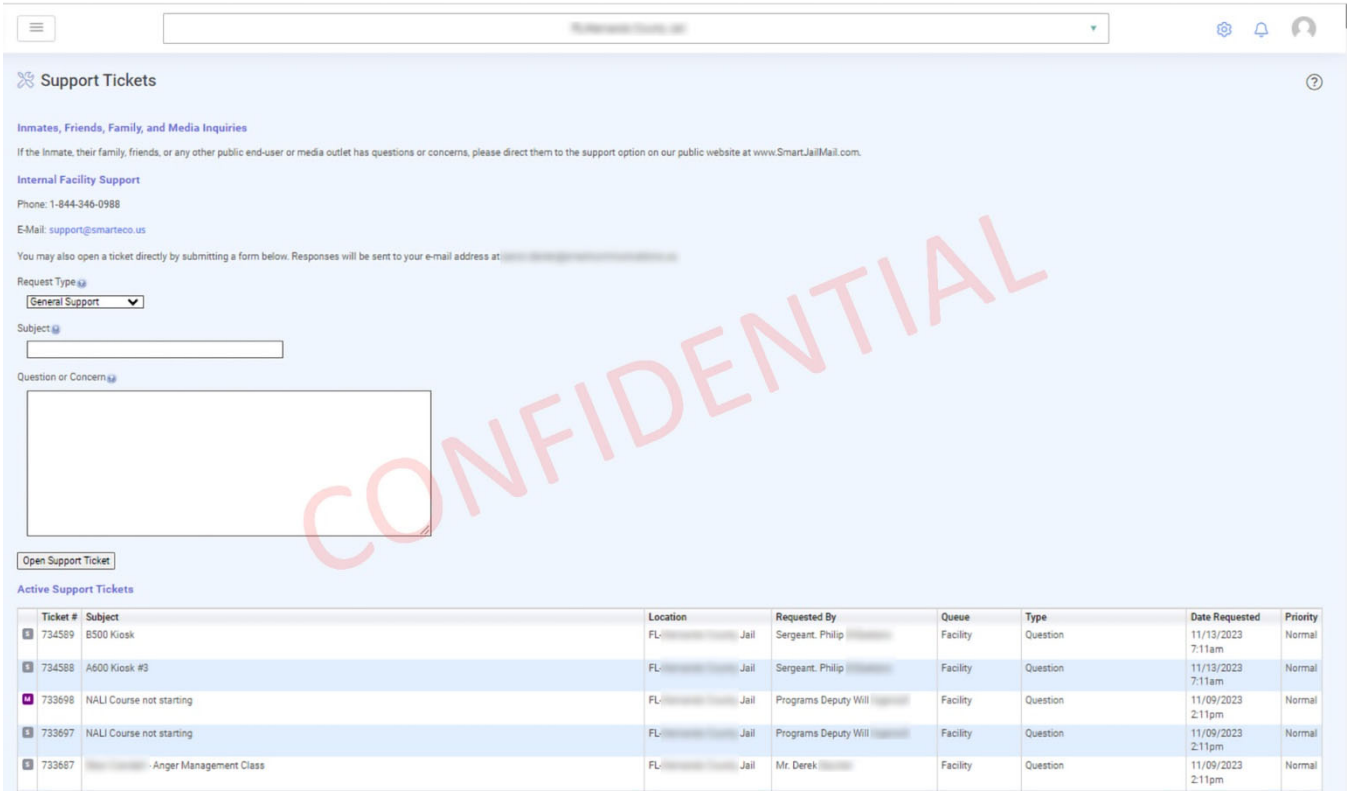
Toll-free Phone: 844-346-0988
Email: support@smarteco.us
Web Portal: https://manage.smartjailmail.com

Smart Communications' TSC uses a ticketing system to manage service requests. When a service request is received, the TSC representative will open a new ticket. Each service request ticket is assigned a priority level (P1, P2, or P3) based on the percentage of the system being adversely affected. The priority level assigned determines the target resolution type, client communications and updates, as well as the escalation path.

SERVICE REQUEST TICKET PRIORITY LEVELS AND ESCALATION PATHS|

Priority Level	*Examples/Characteristics*	*Target Resolution Time*	*Client Updates*	*Escalation Path*
P1	Loss of critical functionality as determined by: • Complete system failure • Complete loss of call monitoring or recording functionality • Complete loss of administrative or investigative access or functionality • When 25% or more of inmate telephones are not working in a specific area/housing unit	<4 hours	Every Hour	Ticket request is immediately reported to Vice-President of Network Operations
P2	Loss of significant functionality as determined by the Division: • Loss of call monitoring or recording capabilities at facility (other than a complete loss) • Data backup failure • When 5-25% of inmate telephones are not working in a specific area/housing unit	<8 hours	Every 2 Hours	P2 issues not resolved within 8 hours are reported to the Network Operations Center (NOC) Manager and are escalated to Priority Level 1 (P1)
P3	Loss of non-significant functionality as determined by the Division: • Software fixes not critical to operations • Loss of trouble ticket system • When 5% of less of inmate telephone are working in a specific area/housing unit	<24 hours	Every 4 Hours	P3 issues not resolved within 24 hours are reported to the Technical Support Center (TSC) Manager and are escalated to Priority Level 2 (P2)

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TSC representatives take full ownership of the service request ticket they are assigned and will make every effort to resolve the service issue remotely within the designated timeframe and escalated according to priority level. If it is determined that a service request ticket cannot be resolved remotely, TSC will contact the Onsite Certified Technician (OCT). The TSC and OCT work together to further evaluate the issue and work towards resolution. If the issue is unable to be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch a Field Service Technicians (FST) to the facility.

TSC representatives will also be responsible for providing client updates relating the issue resolution status and closing the service ticket once the issue has been resolved.

Onsite Certified Technician (OCT)|

To help ensure we provide the Division with the best support and maintenance service possible a full-time On-site Certified Technician (OCT) will be provided by Smart Communications.

Duties of the OCT includes, but are not be limited to:

- Provide maintenance on all inmate telephones and related equipment, as needed, and perform preventative maintenance for the SmartEvo™ ITS, SmartVisit™ VVS, and SmartTablet™ and SmartKiosk™ devices
- Maintain all SmartEcosystem™ databases associated with the SmartEvo™ ITS, SmartVisit™ VVS, SmartTablet™ devices; enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS
- Manage SmartTablet™ device replacement, as necessary, to maintain the desired inmate-to-tablet distribution ratio

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- Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone numbers and designating specified numbers as privileged
- Provide reports and investigative assistance at the Division's request, such as the following:
  - SmartEvo™ ITS activity reports, including usage and revenue
  - SmartVisit™ VVS activity reports, including remote and on-site video visitation sessions and remote revenue
  - SmartTablet™ device activity reports, including educational program and entertainment content usage/revenue
  - SmartEvo™ ITS and SmartVisit™ VVS call monitoring
  - Request and service ticket reports
  - Investigation documentation, including CDRs and audio, audio/visual recordings, electronic messages and scanned inmate postal mail

Field Support Technicians (FSTs)|

Smart Communications employs numerous Field Service Technicians (FSTs) throughout the country. Our FSTs have an extensive technical background and are certified to work on all the technologies and services we provide. If additional on-site support is needed to resolve an issue, an FST will be dispatched to the facility. These individuals will be equipped with the appropriate tools and an inventory of system components/replacement parts whenever on-site support or repairs are needed.

System Updates|

Smart Communications is committed to delivering new technology and system improvements to our clients as they become available. Smart Communications plans for quarterly releases of major application upgrades, including a major version update once a year. Hot issues or emergency feature requests are incorporated using the same strict development process and are released as system patches. In between scheduled updates, minor system patches are applied as needed to incorporate urgent client feature requests. System patches are also incorporated into the next quarterly release cycle. System patches and upgrades are provided at ***no cost***.

All software enhancements and patches for all Smart Communications' components are developed and tested by our in-house software engineering and quality assurance teams. Dedicated and authorized service personnel are permitted remote access to the servers through firewall permissions which only permit access from our corporate network. Software updates are applied and tested. Each update has processes in place to back out and restore a previous version, if necessary. All software is version-controlled and devices report currently running versions back to a central management system.

Immediate SmartTablet™ Replacement|

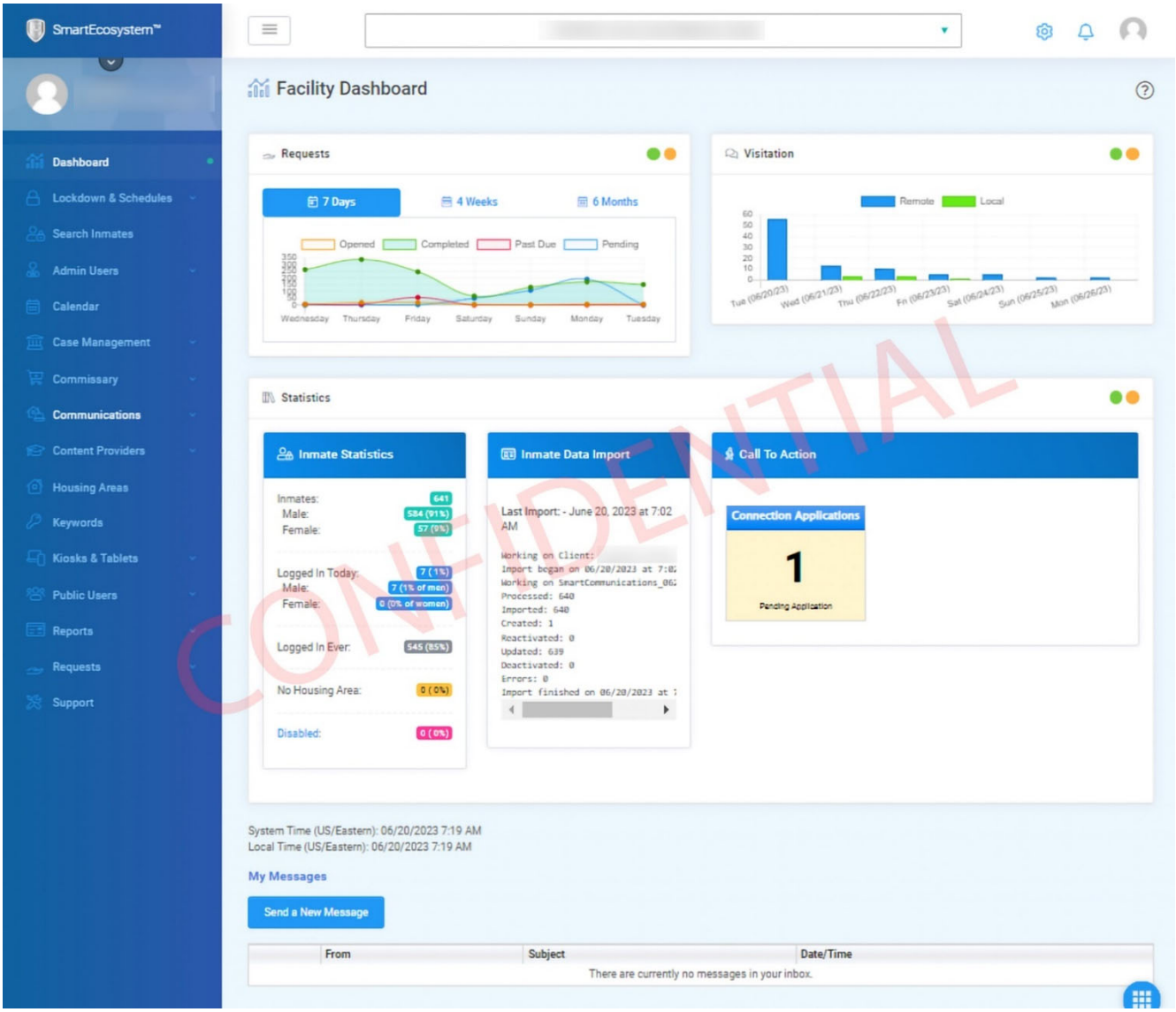
Smart Communications will provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. Pre-printed shipping labels and boxes to return damaged/inoperable devices will also be provided. Upon receipt of the damaged/inoperable device, we will send a replacement to replenish the spare device pool. Smart Communications will provide additional/replacement tablets to the Division at ***no cost*** and we do not hold the Division liable for any SmartTablet™ device that sustains damage.

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Exhibit C: Confidential SmartEcosystem™ Dashboard Overview and Sample Reports

All Smart Communications' inmate communication services are administered via the SmartEcosystem™ Dashboard. The SmartEcosystem™ Dashboard's unified and fully integrated design provides authorized facility users with access to all inmate communication service monitoring, reporting, data sharing and investigative tools in one place, with a single login. Authorized users can use any PC with a modern browser and active Internet connection to access and utilize the SmartEcosystem™ Dashboard.

SmartEcosystem™ Dashboard Main Menu|



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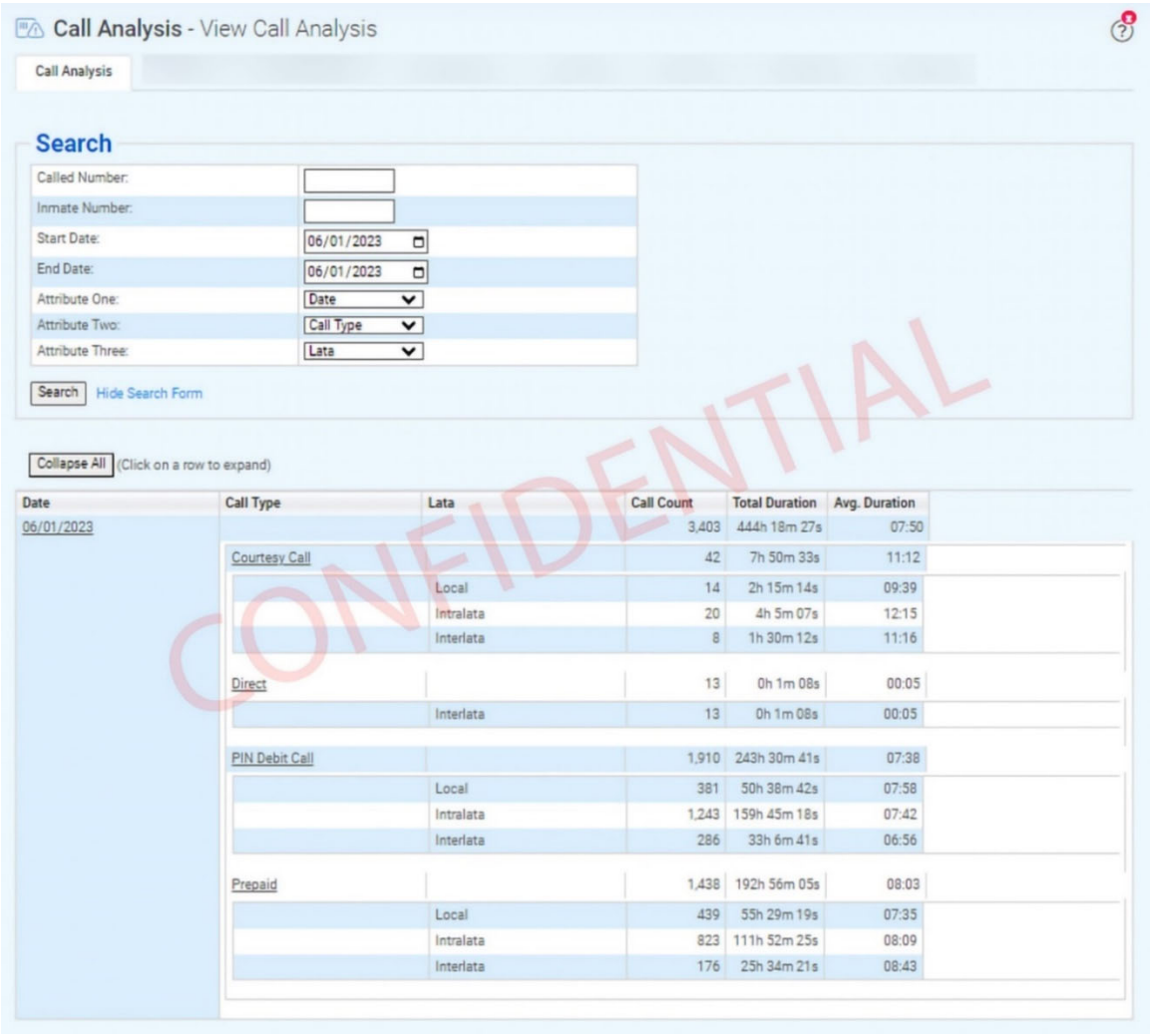
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SmartEvo™ ITS Call Detail Record (CDR) Analysis, Search and Reporting Tools|

Each SmartEvo™ ITS call attempt results in the automatic creation of a Call Detail Record (CDR) that is stored on our secure and redundant data centers. The CDR captures various data points related to each call, including the date and time of the call, the duration of the call, the originating and receiving phone numbers, call type (prepaid collect, PIN debit, collect, direct, etc.), associated charges and more.

CDR data is accessible to authorized facility users via the SmartEcosystem™ Dashboard. The SmartEcosystem™ is equipped with a broad range of call analysis, call search and reporting tools to allow CDR data to be effectively used to support the facility's inmate telephone administration, investigation and security efforts.

Call Analysis Search Menu|

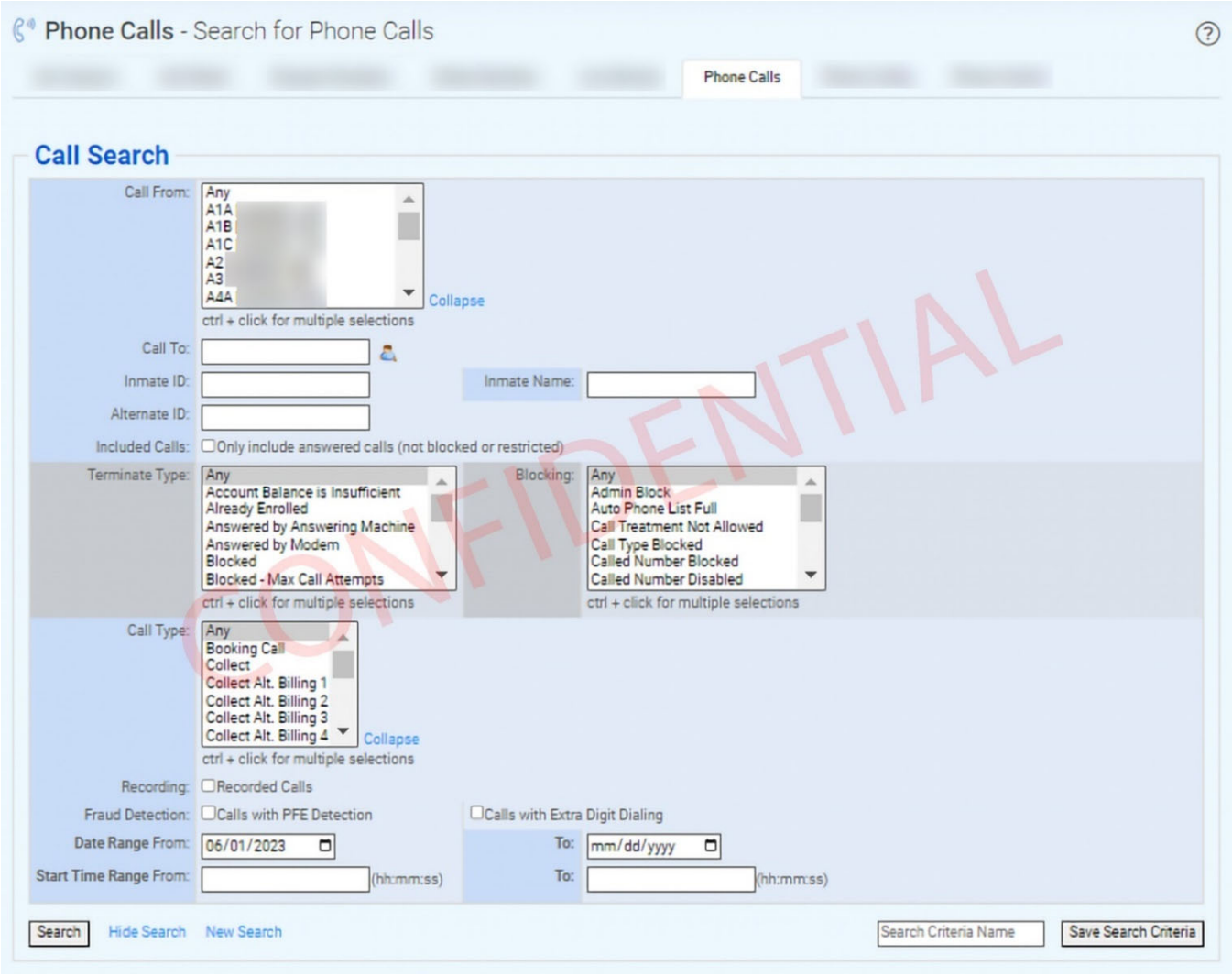


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The SmartEcosystem™ Dashboard's Call Analysis function allows authorized users to generate call record reports within a defined Date Range based upon a Called Number, Inmate Number and/or the combination of up to three other separate Attributes (i.e. Call Type, Circuit (Phone Station), Termination Type, PIN, ANI, Duration, Blockcode, etc.).

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Call Search Menu|



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The SmartEcosystem™ Dashboard's Call Search function allows authorized users to quickly isolate calls of interest and/or generate reports based upon a single or multiple parameters. These parameters include:

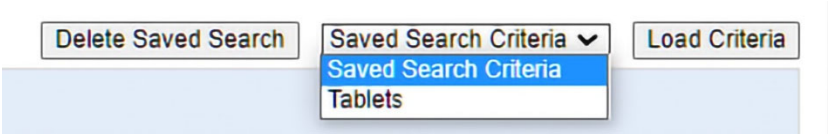
- Call From (individual, group or all phones stations)
- Call To (dialed number or public user's name)
- Caller Details (inmate name, ID, alternate ID and PIN)
- Answered Calls (not blocked or restricted)
- Call Termination Type (time up for timed call, called party hung up, busy signal, etc.)
- Call Block Type (admin block, call type blocked, called number blocked, etc.)
- Call Type (prepaid collect, PIN debit, collect, direct, booking, etc.)
- Recorded Calls
- Suspicious/Fraudulent Calls (calls with 3-way call (PFE) or extra digits dialed detected)

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- Target/Hot Numbers by telephone and/or housing unit
- Call Date Range
- Call Time Range

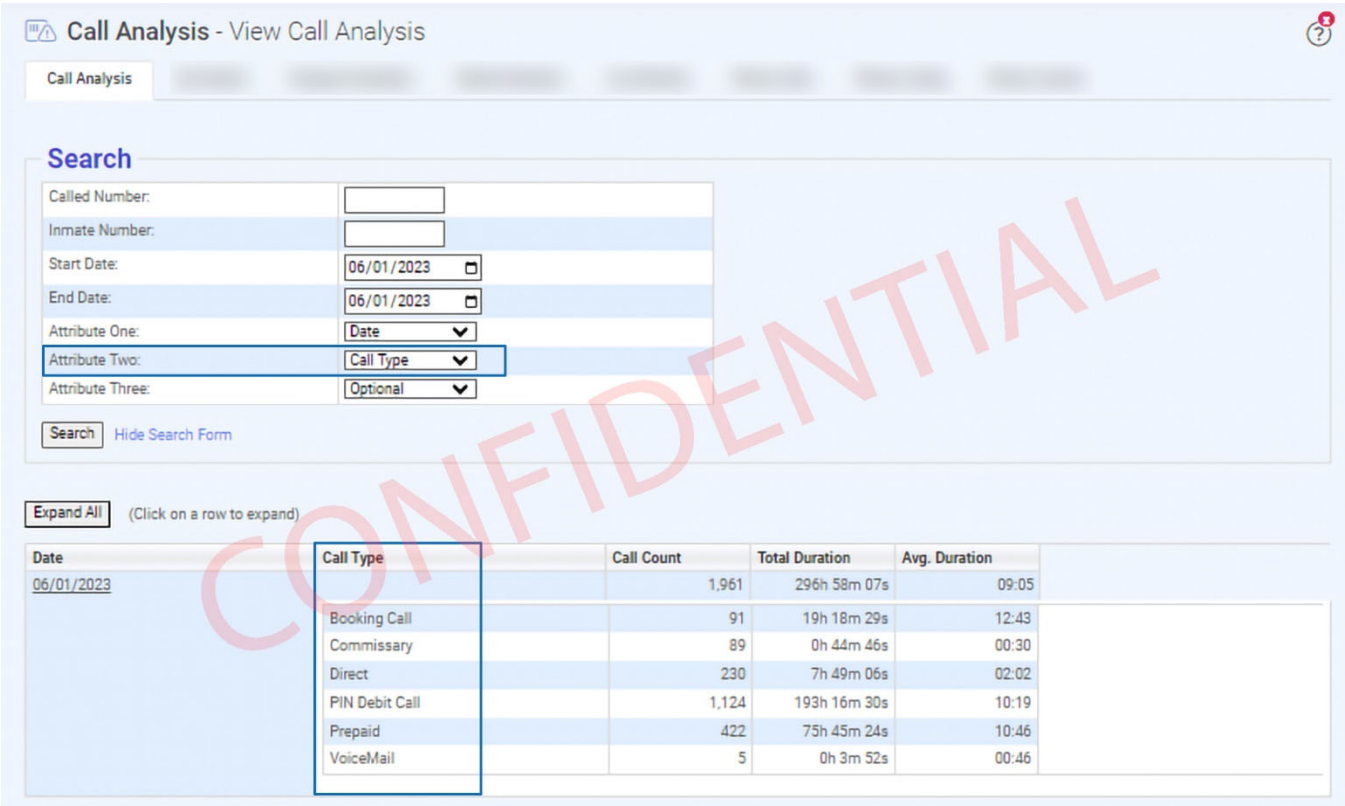
Call Search results can be downloaded, printed or exported to .CSV or .PDF file.

The SmartEcosystem™ allows users to store Call Search parameters for reuse when needed. This time saving feature makes routine investigations simple to reload and use when needed. Once a set of search criteria is saved, a new option on the search form will allow the selection of saved searches to preload the search form. Once the saved search is loaded, it can be modified, such as entering a different date range or inmate ID.



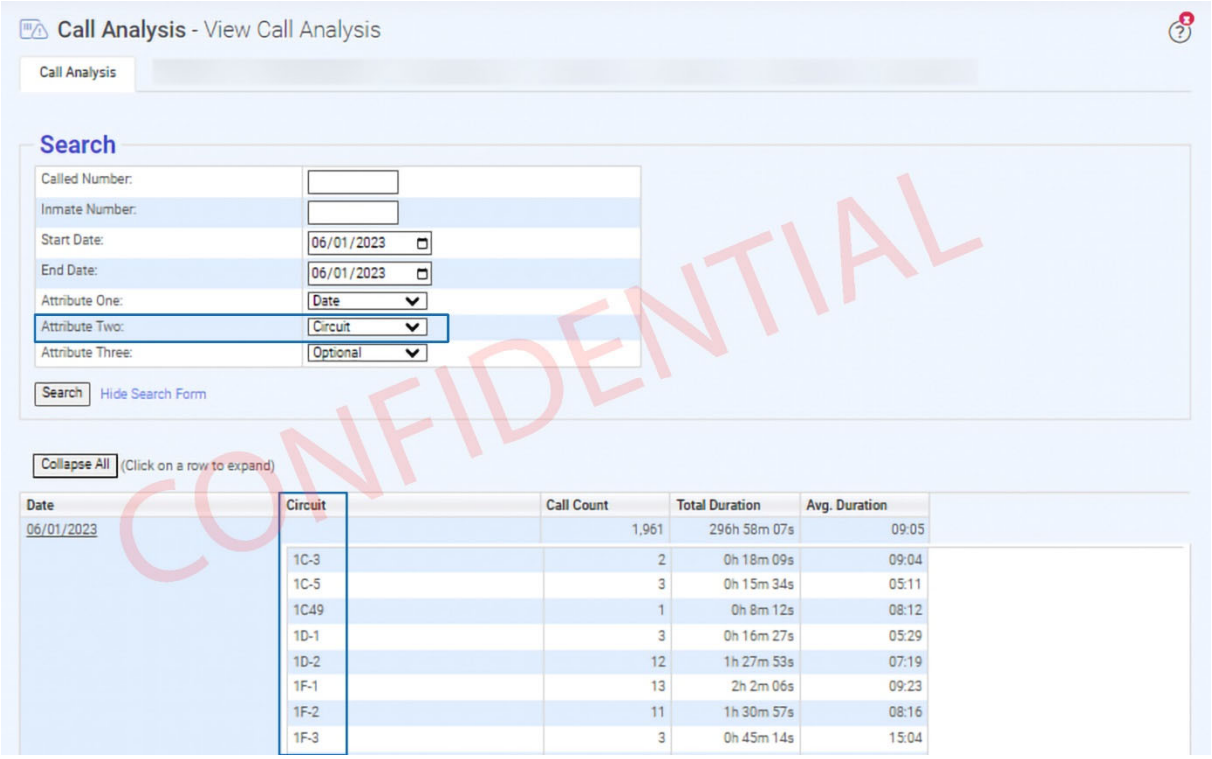
The following are various samples of some of the standard and customizable SmartEvo™ ITS reports available in the SmartEcosystem™ Dashboard. Please note that our dedicated in-house software engineers can create additional reports to meet any specific reporting needs at ***no cost***.

Call Analysis by Call Type Report Sample:

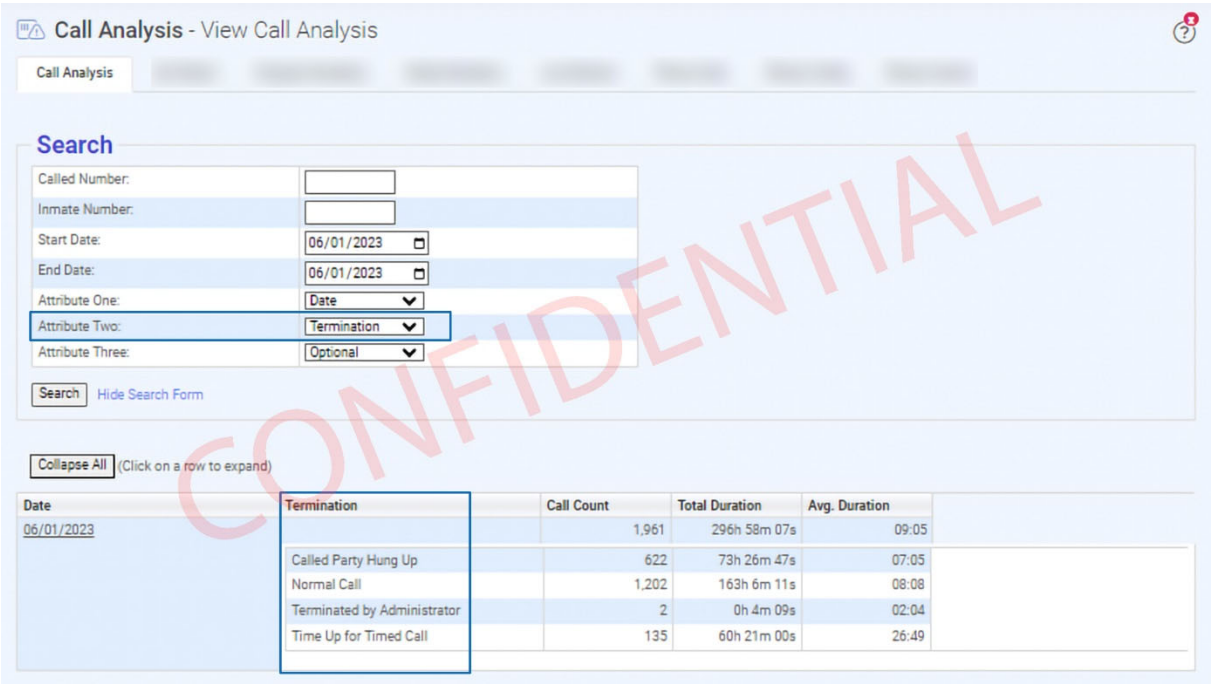


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Call Analysis by Circuit (Phone Station) Report Sample:

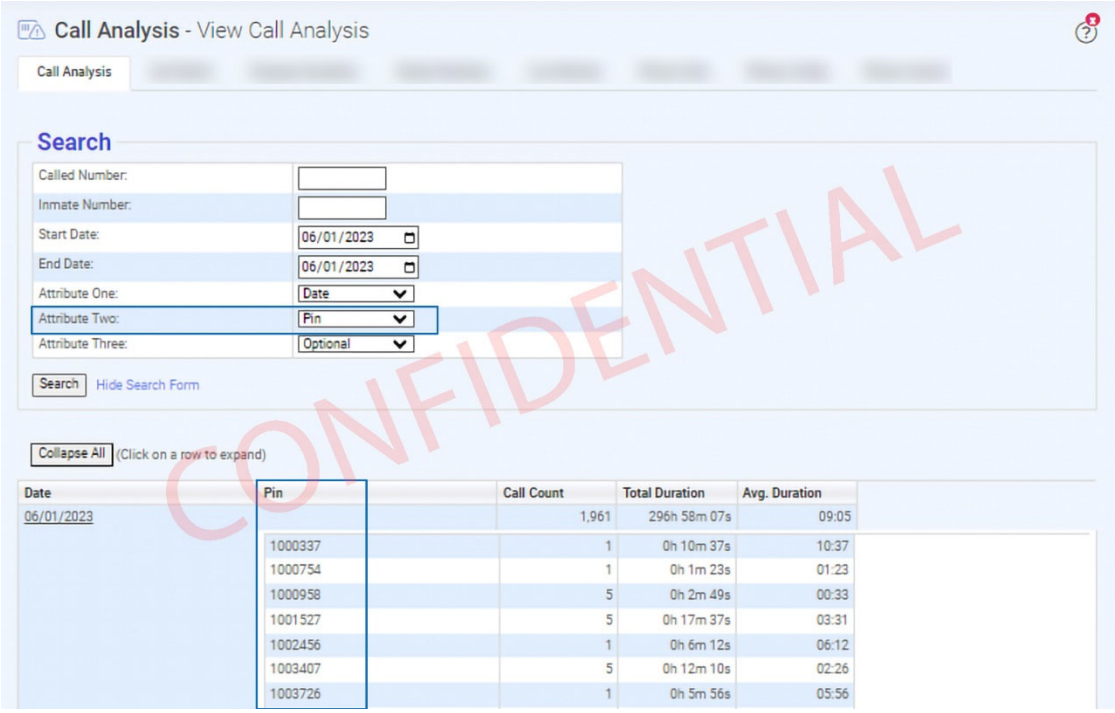


Call Analysis by Termination Type Report Sample:

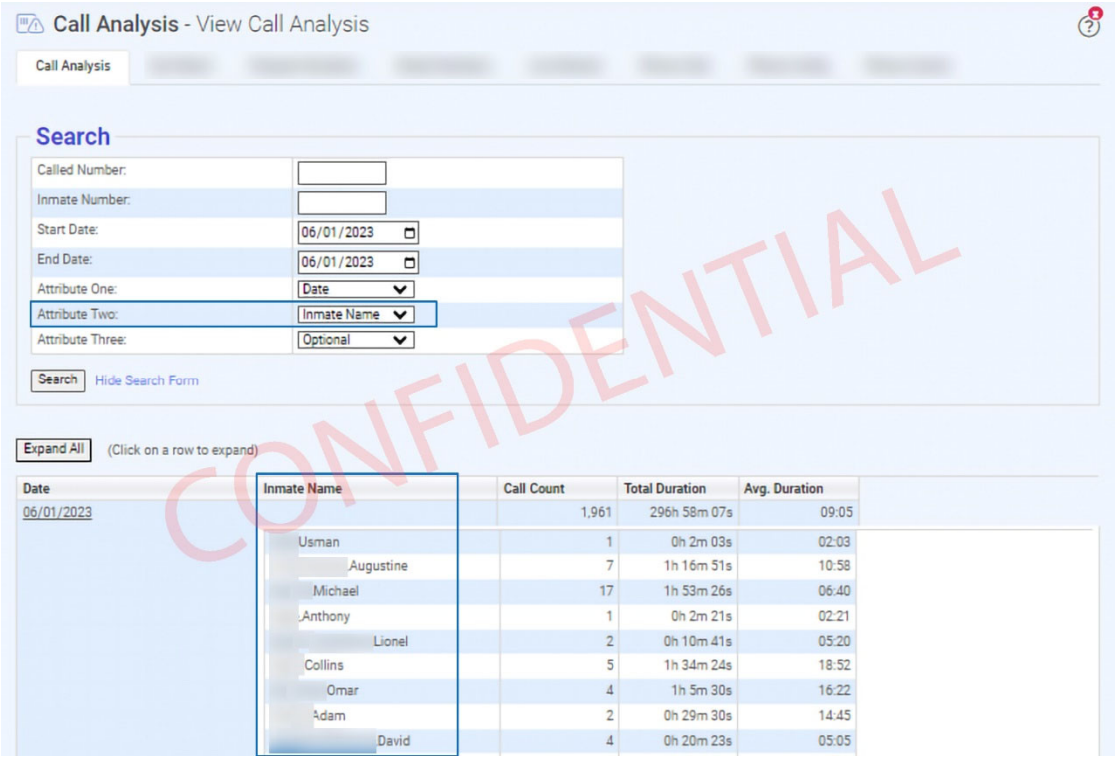


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Call Analysis by PIN Report Sample:



Call Analysis by Inmate Name Report Sample:



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Call Summary/Traffic Detail Report Sample |

Call Summary - Call Summary Report

Date Range

Start Date:	05/01/2023
End Date:	05/30/2023

Build Report

Export:

Call
Summary by Call Type From May 1, 2023 to May 30, 2023

PIN Debit Call

Region	Call Count	Minutes	Average	Total Charges	Average Charge
Local IntraState	22,294	244,058	10.95	$17,084.06	$0.81
Intralate IntraState	28	268	9.57	$18.76	$0.71
Intralate InterState	560	7,057	12.60	$493.99	$1.28
Interlata IntraState	1,223	13,401	10.96	$938.07	$0.81
Interlata InterState	5,465	60,573	11.08	$4,240.11	$1.12
Interlata International	1,314	11,976	9.11	$838.32	$0.92
Total for PIN Debit Call	30,884	337,333	10.92	$23,613.31	$0.76

Prepaid

Region	Call Count	Minutes	Average	Total Charges	Average Charge
Local IntraState	9,703	119,401	12.31	$10,746.09	$1.18
Intralate IntraState	11	221	20.09	$19.89	$1.92
Intralate InterState	238	3,797	15.95	$341.73	$2.08
Interlata IntraState	729	8,662	11.88	$779.58	$1.14
Interlata InterState	1,095	12,631	11.54	$1,136.79	$1.50
Interlata International	13	124	9.54	$11.16	$1.24
Total for Prepaid	11,789	144,836	12.29	$13,035.24	$1.11

Voice Mail Msg Chrg

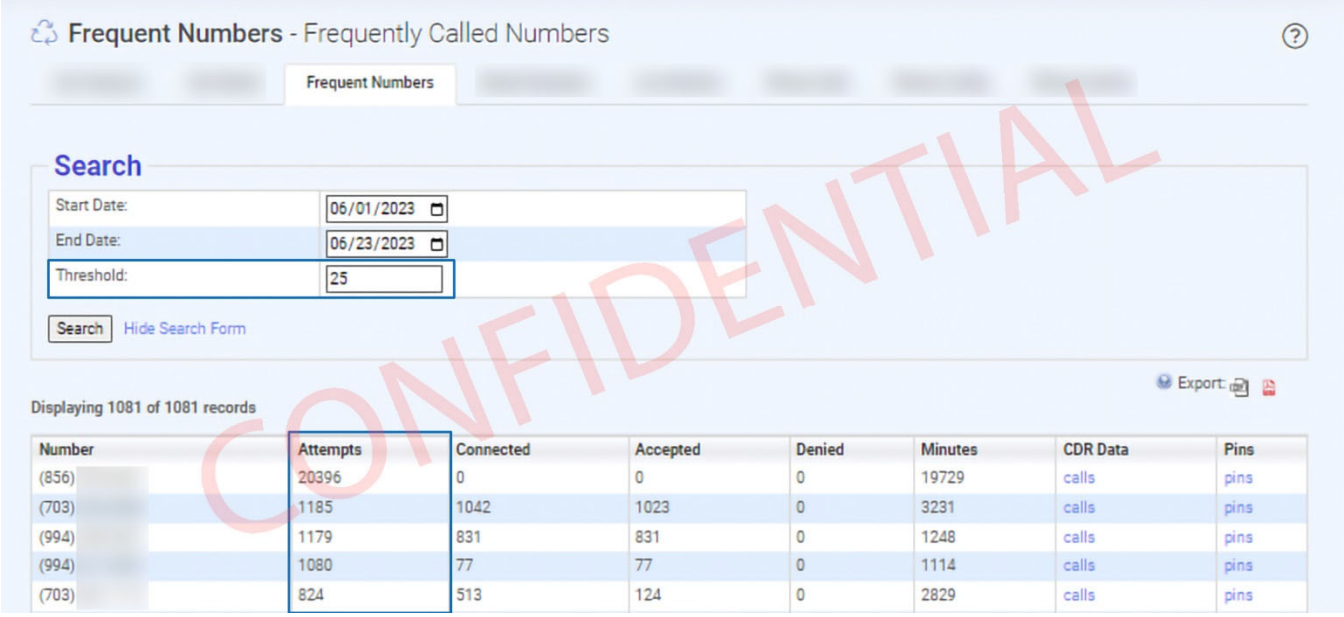
Region	Call Count	Minutes	Average	Total Charges	Average Charge
Interlata International	20	0	0.00	$20.00	$1.00
Total for Voice Mail Msg Chrg	20	0	0.00	$20.00	$1.00

Grand Total	42,693	482,169	11.29	$36,668.55	$0.86

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Frequently Called Number Report Sample|



Frequent Numbers - Frequently Called Numbers

Frequent Numbers

Search

Start Date: 06/01/2023
End Date: 06/23/2023
Threshold: 25

Search | Hide Search Form

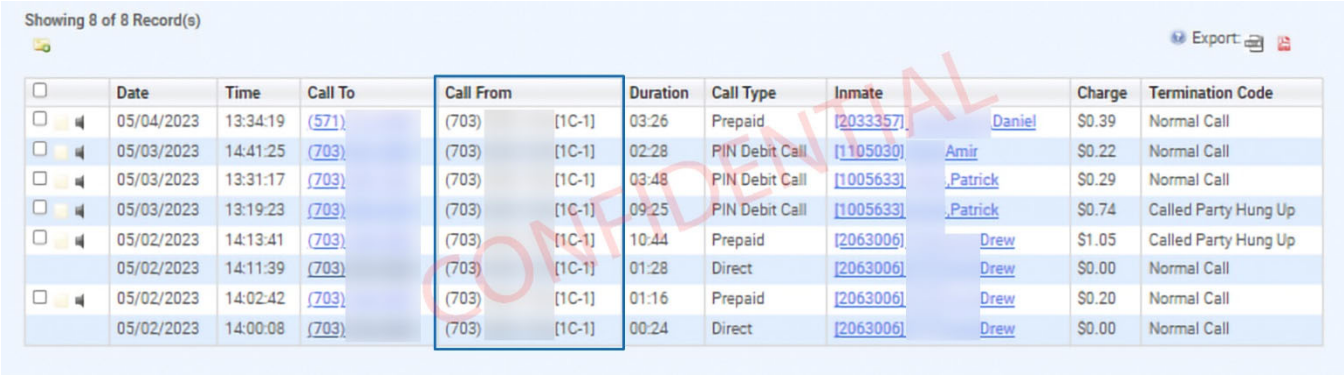
Export:

Displaying 1081 of 1081 records

Number	Attempts	Connected	Accepted	Denied	Minutes	CDR Data	Pins
(856)	20396	0	0	0	19729	calls	pins
(703)	1185	1042	1023	0	3231	calls	pins
(994)	1179	831	831	0	1248	calls	pins
(994)	1080	77	77	0	1114	calls	pins
(703)	824	513	124	0	2829	calls	pins

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Call Search by Phone Report Sample|



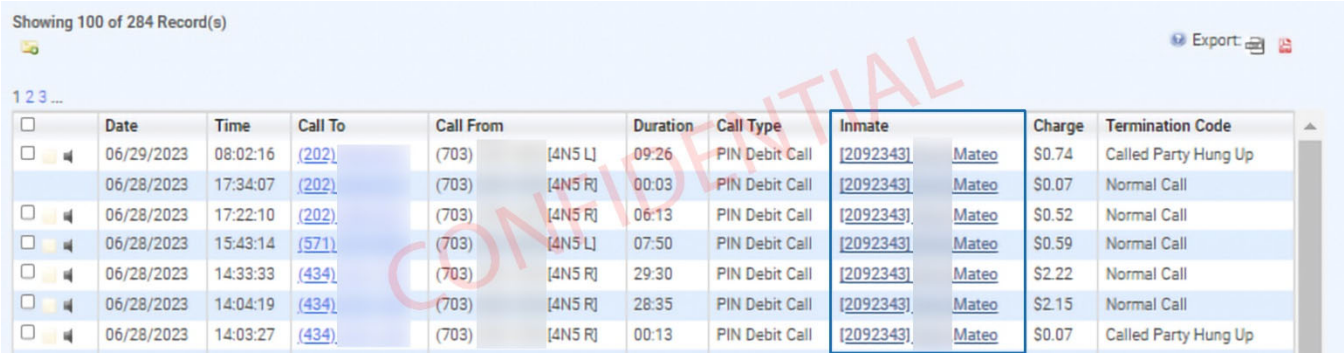
Showing 8 of 8 Record(s)

Export:

Date	Time	Call To	Call From	Duration	Call Type	Inmate	Charge	Termination Code
05/04/2023	13:34:19	(571)	(703) [1C-1]	03:26	Prepaid	[2033357] Daniel	$0.39	Normal Call
05/03/2023	14:41:25	(703)	(703) [1C-1]	02:28	PIN Debit Call	[1105030] Amir	$0.22	Normal Call
05/03/2023	13:31:17	(703)	(703) [1C-1]	03:48	PIN Debit Call	[1005633] ,Patrick	$0.29	Normal Call
05/03/2023	13:19:23	(703)	(703) [1C-1]	09:25	PIN Debit Call	[1005633] ,Patrick	$0.74	Called Party Hung Up
05/02/2023	14:13:41	(703)	(703) [1C-1]	10:44	Prepaid	[2063006] Drew	$1.05	Called Party Hung Up
05/02/2023	14:11:39	(703)	(703) [1C-1]	01:28	Direct	[2063006] Drew	$0.00	Normal Call
05/02/2023	14:02:42	(703)	(703) [1C-1]	01:16	Prepaid	[2063006] Drew	$0.20	Normal Call
05/02/2023	14:00:08	(703)	(703) [1C-1]	00:24	Direct	[2063006] Drew	$0.00	Normal Call

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Call Search by Inmate Report Sample|



Showing 100 of 284 Record(s)

Export:

1 2 3 ...

Date	Time	Call To	Call From	Duration	Call Type	Inmate	Charge	Termination Code
06/29/2023	08:02:16	(202)	(703) [4N5 L]	09:26	PIN Debit Call	[2092343] Mateo	$0.74	Called Party Hung Up
06/28/2023	17:34:07	(202)	(703) [4N5 R]	00:03	PIN Debit Call	[2092343] Mateo	$0.07	Normal Call
06/28/2023	17:22:10	(202)	(703) [4N5 R]	06:13	PIN Debit Call	[2092343] Mateo	$0.52	Normal Call
06/28/2023	15:43:14	(571)	(703) [4N5 L]	07:50	PIN Debit Call	[2092343] Mateo	$0.59	Normal Call
06/28/2023	14:33:33	(434)	(703) [4N5 R]	29:30	PIN Debit Call	[2092343] Mateo	$2.22	Normal Call
06/28/2023	14:04:19	(434)	(703) [4N5 R]	28:35	PIN Debit Call	[2092343] Mateo	$2.15	Normal Call
06/28/2023	14:03:27	(434)	(703) [4N5 R]	00:13	PIN Debit Call	[2092343] Mateo	$0.07	Called Party Hung Up

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Debit Call Refused Report Sample|

Showing 100 of 13187 Record(s)

Export:

1 2 3 4 5 6 7 8 9 10 ...

	Date	Time	Call To	Call From		Duration	Call Type	Inmate		Charge	Termination Code
	05/31/2023	22:51:59	(571)	(703)	[3S1 L]	02:20	PIN Debit Call	[2110188]	Jose	$0.00	Debit Call Refused
	05/31/2023	22:49:20	(571)	(703)	[3S1 L]	02:38	PIN Debit Call	[2110188]	Jose	$0.00	Debit Call Refused
	05/31/2023	22:46:05	(571)	(703)	[3S1 L]	02:43	PIN Debit Call	[2110188]	Jose	$0.00	Debit Call Refused
	05/31/2023	22:44:23	(703)	(703)	[4N5 R]	00:39	PIN Debit Call	[2092343]	Mateo	$0.00	Debit Call Refused
	05/31/2023	22:44:02	(703)	(703)	[Available]	02:22	PIN Debit Call	[2076763]	Daniel	$0.00	Debit Call Refused
	05/31/2023	22:36:18	(571)	(703)	[3S1 L]	02:08	PIN Debit Call	[2107907]	David	$0.00	Debit Call Refused
	05/31/2023	22:35:22	(540)	(703)	[4A-1]	01:08	PIN Debit Call	[2106114]	Tyler	$0.00	Debit Call Refused
	05/31/2023	22:31:52	(202)	(703)	[C5]	01:42	PIN Debit Call	[2087252]	Nakia	$0.00	Debit Call Refused
	05/31/2023	22:29:56	(202)	(703)	[C5]	01:48	PIN Debit Call	[2087252]	Nakia	$0.00	Debit Call Refused

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Call Terminated Due to Insufficient Account Balance Report Sample|

Showing 100 of 2706 Record(s)

Export:

1 2 3 4 5 6 7 8 9 10 ...

	Date	Time	Call To	Call From		Duration	Call Type	Inmate		Charge	Termination Code
	05/31/2023	22:58:40	(571)	(703)	[4S1 R]	00:16	Direct	[2005774]	Nehemiah	$0.00	Account Balance is Insufficient
	05/31/2023	22:55:28	(571)	(703)	[4S1 R]	00:22	Direct	[2005774]	Nehemiah	$0.00	Account Balance is Insufficient
	05/31/2023	22:49:56	(703)	(703)	[GH2-1]	00:18	Prepaid	[1057981]	Kelvin	$0.00	Account Balance is Insufficient
	05/31/2023	22:22:14	(240)	(703)	[4N2 L]	00:17	Direct	[2032133]	Terrence	$0.00	Account Balance is Insufficient
	05/31/2023	22:21:38	(240)	(703)	[4N2 L]	00:23	Direct	[2032133]	Terrence	$0.00	Account Balance is Insufficient
	05/31/2023	22:21:18	(240)	(703)	[4N2 L]	00:19	Direct	[2032133]	Terrence	$0.00	Account Balance is Insufficient
	05/31/2023	22:15:19	(571)	(703)	[4N4 L]	00:12	Direct	[1045468]	Curtis	$0.00	Account Balance is Insufficient

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Called Party Hung Up Report Sample|

Showing 100 of 15521 Record(s)

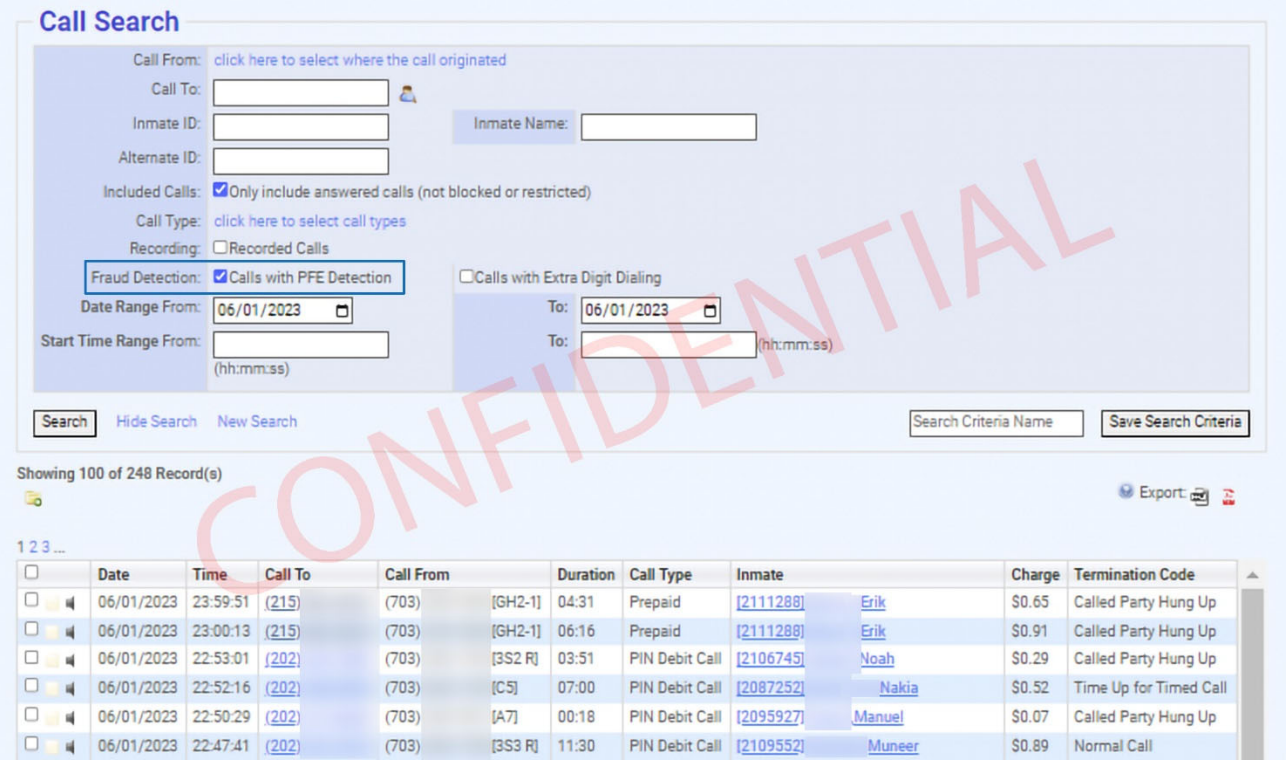
Export:

1 2 3 4 5 6 7 8 9 10 ...

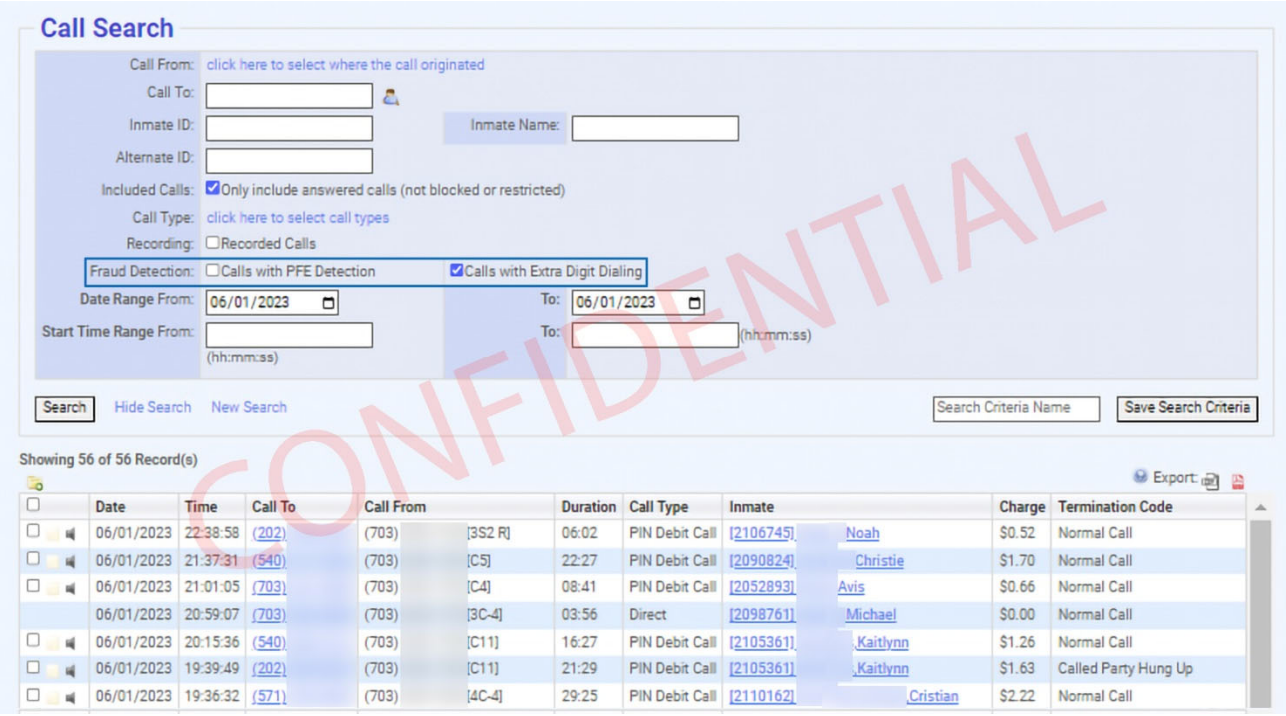
	Date	Time	Call To	Call From		Duration	Call Type	Inmate		Charge	Termination Code
	05/31/2023	23:45:39	(703)	(703)	[FH-1]	05:10	Prepaid	[2064025]	Danielle	$0.58	Called Party Hung Up
	05/31/2023	22:57:52	(202)	(703)	[4S2 L]	01:03	PIN Debit Call	[2078292]	Noah	$0.14	Called Party Hung Up
	05/31/2023	22:54:57	(202)	(703)	[3S3 L]	00:18	PIN Debit Call	[2111112]	Celvin	$0.07	Called Party Hung Up
	05/31/2023	22:51:36	(202)	(703)	[3S3 R]	05:20	PIN Debit Call	[2065184]	Phil	$0.44	Called Party Hung Up
	05/31/2023	22:51:01	(360)	(703)	[4S2 L]	05:53	Prepaid	[2078292]	Noah	$0.78	Called Party Hung Up
	05/31/2023	22:50:05	(202)	(703)	[C9]	02:27	PIN Debit Call	[2083380]	Keirina	$0.22	Called Party Hung Up
	05/31/2023	22:49:31	(571)	(703)	[A7]	08:14	PIN Debit Call	[2095927]	Manuel	$0.66	Called Party Hung Up
	05/31/2023	22:48:08	(703)	(703)	[FR Mobile 2]	08:17	Direct	[2096736]	Jhansi	$0.00	Called Party Hung Up

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3-Way Call/Possible Fraud Exception (PFE) Report Sample|



Extra Digits Dialed Report Sample|



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Phone Commission Report Sample|

Phone Commission Report

Search

From: 05/01/2023 To: 05/31/2023

Sort Type: Call Type, Lata/Region

Exclude Booking and Courtesy Calls

Search

Export PDF Export CSV

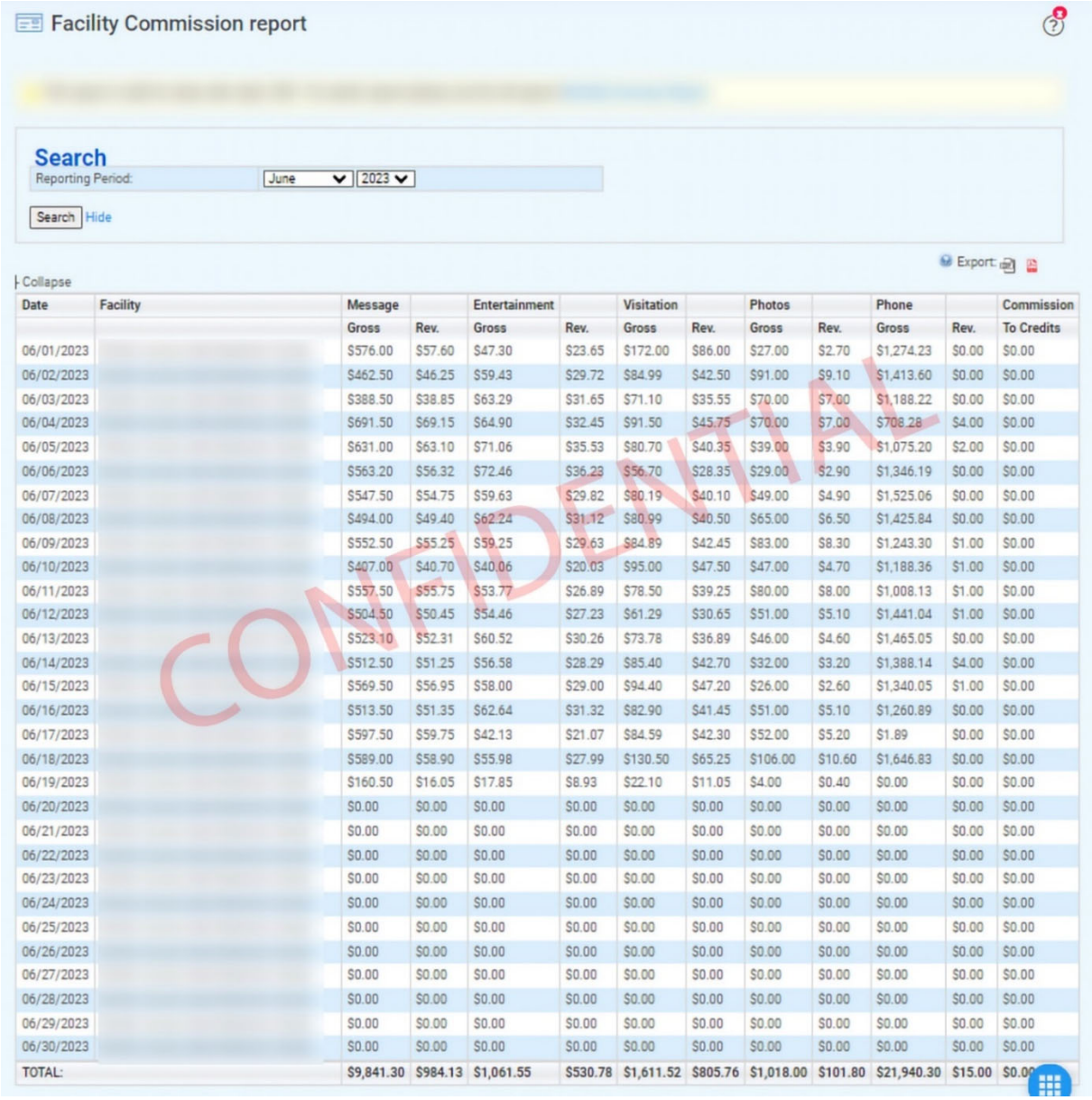
Call Type	Tariff Type	Calls	Minutes	Gross Revenue	Commission Rate	Commission Earned
PIN Debit	interlata/interstate	4,855	39,998	$6,399.68	75%	$4,799.76
	interlata/intrastate	1,831	14,301	$2,288.16	75%	$1,716.12
	intralata/interstate	0	0	$0.00	75%	$0.00
	intralata/intrastate	36,156	296,997	$47,519.52	75%	$35,639.64
	international	341	2,586	$413.76	75%	$310.32
	local	12,520	102,353	$16,376.48	75%	$12,282.36
Total PIN Debit		55,703	456,235	$72,997.60		$54,748.20
PrePaid	interlata/interstate	3,568	33,695	$5,391.20	75%	$4,043.40
	interlata/intrastate	2,338	20,751	$3,320.16	75%	$2,490.12
	intralata/interstate	0	0	$0.00	75%	$0.00
	intralata/intrastate	28,753	249,604	$39,936.64	75%	$29,952.48
	international	5	52	$8.32	75%	$6.24
	local	12,503	108,361	$17,337.76	75%	$13,003.32
Total PrePaid		47,167	412,463	$65,994.08		$49,495.56
Zero to One	interlata/interstate	0	0	$0.00	75%	$0.00
	interlata/intrastate	0	0	$0.00	75%	$0.00
	intralata/interstate	0	0	$0.00	75%	$0.00
	intralata/intrastate	0	0	$0.00	75%	$0.00
	international	0	0	$0.00	75%	$0.00
	local	0	0	$0.00	75%	$0.00
Total Zero to One		0	0	$0.00		$0.00
	interlata/interstate	8,423	73,693	$11,790.88		$8,843.16
	interlata/intrastate	4,169	35,052	$5,608.32		$4,206.24
Total	intralata/interstate	0	0	$0.00		$0.00
	intralata/intrastate	64,909	546,601	$87,456.16		$65,592.12
	international	346	2,638	$422.08		$316.56
	local	25,023	210,714	$33,714.24		$25,285.68
Final Total:		102,870	868,698	$138,991.68		$104,243.76

	Call Type	Messages		Gross Revenue	Commission Rate	Commission Earned
Voice Mail	PrePaid	0		$0.00	0%	$0.00
			Grand Total:	$138,991.68		$104,243.76

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Facility Commission Report Sample|



Facility Commission report

Search
Reporting Period: June 2023
Search Hide

Export:

Collapse

Date	Facility	Message		Entertainment		Visitation		Photos		Phone		Commission
		Gross	Rev.	Gross	Rev.	Gross	Rev.	Gross	Rev.	Gross	Rev.	To Credits
06/01/2023		$576.00	$57.60	$47.30	$23.65	$172.00	$86.00	$27.00	$2.70	$1,274.23	$0.00	$0.00
06/02/2023		$462.50	$46.25	$59.43	$29.72	$84.99	$42.50	$91.00	$9.10	$1,413.60	$0.00	$0.00
06/03/2023		$388.50	$38.85	$63.29	$31.65	$71.10	$35.55	$70.00	$7.00	$1,188.22	$0.00	$0.00
06/04/2023		$691.50	$69.15	$64.90	$32.45	$91.50	$45.75	$70.00	$7.00	$708.28	$4.00	$0.00
06/05/2023		$631.00	$63.10	$71.06	$35.53	$80.70	$40.35	$39.00	$3.90	$1,075.20	$2.00	$0.00
06/06/2023		$563.20	$56.32	$72.46	$36.23	$56.70	$28.35	$29.00	$2.90	$1,346.19	$0.00	$0.00
06/07/2023		$547.50	$54.75	$59.63	$29.82	$80.19	$40.10	$49.00	$4.90	$1,525.06	$0.00	$0.00
06/08/2023		$494.00	$49.40	$62.24	$31.12	$80.99	$40.50	$65.00	$6.50	$1,425.84	$0.00	$0.00
06/09/2023		$552.50	$55.25	$59.25	$29.63	$84.89	$42.45	$83.00	$8.30	$1,243.30	$1.00	$0.00
06/10/2023		$407.00	$40.70	$40.06	$20.03	$95.00	$47.50	$47.00	$4.70	$1,188.36	$1.00	$0.00
06/11/2023		$557.50	$55.75	$53.77	$26.89	$78.50	$39.25	$80.00	$8.00	$1,008.13	$1.00	$0.00
06/12/2023		$504.50	$50.45	$54.46	$27.23	$61.29	$30.65	$51.00	$5.10	$1,441.04	$1.00	$0.00
06/13/2023		$523.10	$52.31	$60.52	$30.26	$73.78	$36.89	$46.00	$4.60	$1,465.05	$0.00	$0.00
06/14/2023		$512.50	$51.25	$56.58	$28.29	$85.40	$42.70	$32.00	$3.20	$1,388.14	$4.00	$0.00
06/15/2023		$569.50	$56.95	$58.00	$29.00	$94.40	$47.20	$26.00	$2.60	$1,340.05	$1.00	$0.00
06/16/2023		$513.50	$51.35	$62.64	$31.32	$82.90	$41.45	$51.00	$5.10	$1,260.89	$0.00	$0.00
06/17/2023		$597.50	$59.75	$42.13	$21.07	$84.59	$42.30	$52.00	$5.20	$1.89	$0.00	$0.00
06/18/2023		$589.00	$58.90	$55.98	$27.99	$130.50	$65.25	$106.00	$10.60	$1,646.83	$0.00	$0.00
06/19/2023		$160.50	$16.05	$17.85	$8.93	$22.10	$11.05	$4.00	$0.40	$0.00	$0.00	$0.00
06/20/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/21/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/22/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/23/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/24/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/25/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/26/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/27/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/28/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/29/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
06/30/2023		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:		$9,841.30	$984.13	$1,061.55	$530.78	$1,611.52	$805.76	$1,018.00	$101.80	$21,940.30	$15.00	$0.00

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The highly sophisticated call processing and accounting software that we maintain ensures all call report and service usage data, including revenues and commissions, are accurate. When an inmate lifts the receiver to make a call, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facilities to our network. Upon termination of the call by either end, the call record is completed and rated in real time. This information is then immediately viewable by authorized Division staff from the SmartEcosystem™ Dashboard reports utility, making it impossible for Smart Communications or any other party to tamper with that data at any point. In our 14 years of business, Smart Communications has never had a client facility contest the accuracy of any call report data or commission payment amounts.

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Additional SmartEcosystem™ Dashboard Reporting Tools|

Other standard reporting tools available in the SmartEcosystem Dashboard include:

SmartVisit™ VVS Reports

- Recent, In Progress and Upcoming/Scheduled Reports
- Past Visits/Session History Reports

SmartInmate™ Reports

- Electronic Messaging High Usage Report
- Unique Message View Count by Staff Member
- Photos Approved/Rejected by Staff Member
- Keyword Tracking Reports

SmartRequest™ Reports

- Opened and Closed Inmate General Requests
- Opened and Closed Inmate Grievances
- Opened and Closed Inmate Medical Requests
- Opened and Closed Inmate Medical Forms
- Average Response Time by Inmate Request Type
- Answered Inmate Request Log
- Staff Response by Inmate Request Type and Date
- Request Aging Report
- 24+ Hours to Respond to Request/Grievance Report
- Inmate Document Acknowledgement

SmartEd™ and SmartReentry™ Reports

- Beyond Prison, Probation and Parole (BPPP) Inmate Progress and Submitted Response Reports
- North American Learning Institute (NALI) Inmate Progress Reports
- iPathways LMS Inmate Progress/Participation Reports

SmartLaw™ Digital Law Library Inmate Usage Activity and Detail Reports

SmartEntertainment™ Inmate Usage Reports

Inmate Connection Reports

Facility Staff SmartEcosystem™ Dashboard Activity Reports

All reports may be exported as a MS Excel or Adobe PDF file.

Please note that our dedicated in-house software engineers can create additional Smart Communications' reports to meet any specific reporting needs at ***no cost***.

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Exhibit D: Confidential SmartEvo™ ITS Client Partner Contract List

***IMPORTANT NOTE**: Our client references and partnership details are confidential proprietary business development information. To the extent such information is sought by a third party via public record request or otherwise, Smart Communications will assert all applicable exemptions to protect such information from public disclosure. Please notify Smart Communications immediately if any portion of our RFP response marked confidential is the subject of any public record request so that we may respond appropriately.*

Smart Communications SmartEvo™ ITS services are currently installed and operational under contract at the following client partner facilities:

Facility Name	City/State
Garland County Detention Center	Hot Springs, AR
City of Santa Ana Police Dept.	Santa Ana, CA
Brevard County Sheriff's Office	Cocoa, FL
Hernando County Detention Center	Brooksville, FL
Highlands County Jail	Sebring, FL
Indian River Sheriff's Office	Vero Beach, FL
St. Johns County Detention Facility	Saint Augustine, FL
Dawson County Detention Center	Dawsonville, GA
Stephens County Jail	Toccoa, GA
Will County Sheriff's Office	Joliet, IL
Johnson County Sheriff's Office	Olathe, KS
Saline County Jail	Saline, KS
Barren County Detention Center	Glasgow, KY
Louisville Metro/Jefferson Co. DOC	Louisville, KY
Ingham County Sheriff's Office	Mason, MI
Jackson County Sheriff's Office	Jackson, MI
Oakland County Jail and Children's Village	Pontiac, MI
Ottawa County Sheriff's Office	West Olive, MI
Sanilac County Jail	Sandusky, MI
Jackson County Department of Corrections	Kansas City, MO
DeSoto County Jail and Juvenile Detention Center	Hernando, MS
Lafayette County Detention Center	Oxford, MS
Washoe County Adult and Juvenile Detention Centers	Reno, NV
Crook County Jail	Prineville, OR
Butler County Prison	Butler, PA
Clinton County Correctional Facility	McElhattan, PA
Erie County Prison	Erie, PA
Somerset County Jail	Somerset, PA
Tioga County Prison	Wellsboro, PA
Wayne County Correctional Facility	Honesdale, PA
Colleton County Sheriff's Office	Walterboro, SC
Florence County Sheriff's Office	Effingham, SC

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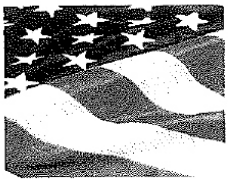
Lancaster County Detention Center	Lancaster, SC
York County Detention Center	York, SC
Gibson County Correctional Complex	Trenton, TN
Bell County Sheriff's Office	Belton, TX
Brazos County Detention Center	Bryan, TX
Denton County Jail and Juvenile Detention Center	Denton, TX
Jefferson Co. Downtown Correctional Facility and Minnie Rogers Juvenile Facility	Beaumont, TX
Webb County Jail	Laredo, TX
Fairfax County Adult Detention Center	Fairfax, VA
Middle River Regional Jail Authority	Staunton, VA
Southwest Virginia Regional Jail Authority (SWVRJA) - Abingdon, Duffield, Haysi and Tazewell	Abingdon, VA

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Exhibit E: Confidential Financial Statements

2022 Consolidated Financial Statements – Independent Accountant's Review Report|



M L S

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management
Smart Communications Holding, Inc.
Seminole, Florida 33777

We have reviewed the accompanying consolidated financial statements of Smart Communications Holding, Inc. (a corporation), which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of income and retained earnings and cash flows for the year then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Smart Communications Holding, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Mark A Shreve CPA P.C.
M. L. Shreve CPA, P.C.
Whitehall, Michigan
July 26, 2023

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2022 Consolidated Balance Sheet|

Smart Communications Holding, Inc.
Consolidated Balance Sheet
December 31, 2022

ASSETS			
Current Assets			
Cash and Cash Equivalents	$ 852,272		
Accounts Receivable - Trade	617,034		
Technology Grant Advances	37,539		
Taxes Receivable - Federal	355,700		
Prepaid Corporate Taxes - Florida	65,628		
Prepaid Facility Commissions	458,333		
Prepaid Expenses	265,601		
Inventory	690,704		
Total Current Assets		$	3,343,011
Fixed Assets			
Buildings	6,715,548		
Kiosk Computer System	2,987,602		
Computer Software	2,987,876		
Leasehold Improvements	355,751		
Vehicles	2,682,697		
Display System & Demo Build	43,780		
Equipment	599,489		
Furniture	131,051		
	16,503,774		
Less: Accumulated Depreciation	(7,196,441)		
Property & Equipment, Net			9,307,333
Other Assets			
Shareholder Loans	1,453,193		
Accounts Receivable - Affiliated Entities	7,496,203		
Deferred Income Taxes - Federal	536,251		
Deferred Taxes - Florida	90,269		
Total Other Assets			9,575,916
TOTAL ASSETS		$	22,226,260
LIABILITIES AND EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 1,289,422		
Accrued Credit Cards	264,120		
Accrued Commissions	971,993		
Accrued Expenses	332,813		
Current Portion - Long Term Debt	589,405		
Total Current Liabilities		$	3,447,753
Long Term Liabilities			
Lattice Technology License	668,000		
Notes Payable - Vehicles	59,714		
Less Current Portion	(589,405)		
Total Long Term Debt			138,309
Total Liabilities			3,586,062
EQUITY			
Common Stock	364,667		
Paid In Capital	392,151		
Retained Earnings	17,883,380		
Total Equity			18,640,198
TOTAL LIABILITIES AND EQUITY		$	22,226,260

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See Accountant's Review Report and Notes

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2022 Consolidated Income Statement|

Smart Communications Holding, Inc.
Consolidated Income Statement
For the year ended December 31, 2022

Revenue		
Revenue from Contracts with Customers - Mail Services		
Mail Services Income		$ 4,512,000
Revenue from Contracts with Custmers - Messaging		
Messaging Sales		25,932,773
Telephone Call Sales		9,982,533
Telephone Service Fees		4,388,973
Trust Account Funding Fees		37,076
		40,341,355
Returns and Allowances		(35,341)
Net Messaging Sales		40,306,014
Total Net Revenue withh Customers		44,818,014
Miscellaneous Income		81,183
Total Net Revenue		44,899,197
Total Cost of Sales		(24,076,834)
Gross Profit		20,822,363
Total Expenses		(15,762,740)
Income /Loss from Operations		5,059,623
Other Income and (Expense)		
Interest Expense	$ (14,140)	
Penalties and Late Fees	(22,137)	
		(36,277)
Net Other Income and (Expense)		(36,277)
Income Before Taxes		5,023,346
Provision for Income Taxes		
State Income Tax Expense	(110,987)	
Florida Corporate Tax Expense	(282,300)	
Federal Income Tax	(1,019,300)	
Total Provision for Taxes		(1,412,587)
Net Income (Loss) for the Year		$ 3,610,759

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See Accountant's Review Report and Notes

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2021 Consolidated Financial Statements – Independent Auditor's Report|



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December 21, 2022

Independent Auditor's Report

To the Board of Directors
Smart Communications Holding, Inc.
Seminole, Florida 33777

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Smart Communications Holding, Inc., which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Smart Communications Holding, Inc. as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section or our report. We are required to be independent of Smart Communications Holding, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Smart Communications Holding, Inc.'s ability to continue as a going concern for year ended December 31, 2023.

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2021 Consolidated Balance Sheet (Audited)|

Smart Communications Holding, Inc.
Consolidated Balance Sheet
December 31, 2021

ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 5,404,652	
Accounts Receivable - Trade	239,086	
Accounts Receivable - Employees	7,149	
Technology Grant Advances	37,539	
Taxes Receivable - Florida	109,937	
Prepaid Corporate Taxes - Florida	100,000	
Prepaid Expenses	674,500	
Inventory	1,894,388	
Total Current Assets		$ 8,467,251
Fixed Assets		
Buildings	4,034,661	
Kiosk Computer System	2,987,602	
Computer Software	2,987,875	
Leasehold Improvements	355,710	
Vehicles	2,514,000	
Display System & Demo Build	43,780	
Equipment	599,469	
Furniture	131,051	
	13,654,148	
Less: Accumulated Depreciation	(5,525,408)	
Property & Equipment, Net		8,128,740
Other Assets		
Shareholder Loans	428,855	
Accounts Receivable - Affiliated Entities	1,899,986	
Deferred Income Taxes - Federal	536,251	
Deferred Taxes - Florida	90,269	
Total Other Assets		2,955,361
TOTAL ASSETS		$ 19,551,352
LIABILITIES AND EQUITY		
LIABILITIES		
Current Liabilities		
Accounts Payable	$ 1,331,100	
Accrued Credit Cards	102,916	
Accrued Commissions	581,378	
Accrued Expenses	254,750	
Federal Income Tax Payable	20,153	
Note Payable - ACG Global	36,694	
Current Portion - Long Term Debt	825,000	
Total Current Liabilities		$ 3,151,991
Long Term Liabilities		
Lattice Technology License	1,187,500	
Notes Payable - Vehicles	68,687	
Less Current Portion	(825,000)	
Total Long Term Debt		431,187
Total Liabilities		3,583,178
EQUITY		
Common Stock	364,667	
Paid In Capital	392,151	
Retained Earnings	15,211,356	
Total Equity		15,968,174
TOTAL LIABILITIES AND EQUITY		$ 19,551,352

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See Notes to Consolidated Financial Statements.

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2021 Consolidated Income Statement (Audited)|

Smart Communications Holding, Inc.
Consolidated Income Statement
For the year ended December 31, 2021

Revenue		
Mail Services Income		$ 4,512,000
Messaging Sales		21,628,106
Telephone Call Sales		5,510,925
Telephone Service Fees		638,138
Miscellaneous Income		30,252
		32,319,421
Sales Reporting Errors		(370,089)
Less Reurns and Allowances		(22,955)
		31,926,377
Total Cost of Sales		(15,795,401)
Gross Profit		16,130,976
Total Expenses		(10,961,790)
Income /Loss from Operations		5,169,186
Other Income and (Expense)		
Gain on Sale of Assets		540,589
Interest Expense	$ (125,242)	
Penalties and Late Fees	(170,123)	
		(295,365)
Net Other Income and (Expense)		245,224
Income Before Taxes		5,414,410
Provision for Income Taxes		
Florida Income Tax	(119,794)	
Federal Income Tax	(783,902)	
Total Provision for Taxes		(903,696)
Net Income (Loss) for the Year		$ 4,510,714

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See Notes to Consolidated Financial Statements.

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Exhibit F: Cost Proposal/Financial Offer Option Overview

Smart Communications is pleased to present the Lexington-Fayette Urban County Government (LFUCG) with six separate inmate communication technology and service package offer Options (A, B, B1, B2, C and D).

All Options are composed of our turnkey SmartEvo™ ITS, SmartVisit™ VVS, SmartEntertainment™ and SmartInmate™ Electronic Messaging System services, as well as the following value-added technologies, services and benefits at ***no cost***:

- Patented MailGuard® Postal Mail Elimination System service ($360,000.00 annual value)*
- Eight ***free*** SmartInmate™ messages every month for each inmate ($52,000.00 annual value)*
- Dedicated, full-time On-site Certified Technician ($70,000.00 annual value)
- SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations
- Officer tablet devices
- SmartKiosk™ devices
- Inmate telephone hardware (wall-mounted, portable/rolling, visitation phones, etc.)
- Secure, independent network infrastructure and hardware with redundant broadband Internet service and uninterruptible power supplies
- 24/7/365 live, U.S. based customer and technical support
- Patented MailGuardLegal System service ($360,000.00 annual value)*
- SmartLaw™ Digital Law Library ($20,000.00 annual value)*
- SmartEvo™ ITS Voice Biometrics
- SmartEcosystem™ Dashboard with Advanced Case Management, SmartLink™ Investigator, Call Transcription, Keyword Search/ Notification and other investigative tools
- SmartEd™ and SmartReentry™ tablet-based inmate educational resources and rehabilitative programs
- SmartRequest™ Digital Request/Grievance/ Medical Form platform service
- Automated Information System (AIS) service
- Video Relay Service (VRS)
- Jail Management System (JMS) and Commissary interfaces
- Initial On-site Training

*Based on an inmate average daily population (ADP) of 1,000.

TOTAL VALUE-ADDED TECHNOLOGIES, SERVICES & BENEFITS OVER 3-YEAR CONTRACT TERM:

$2,586,000.00+

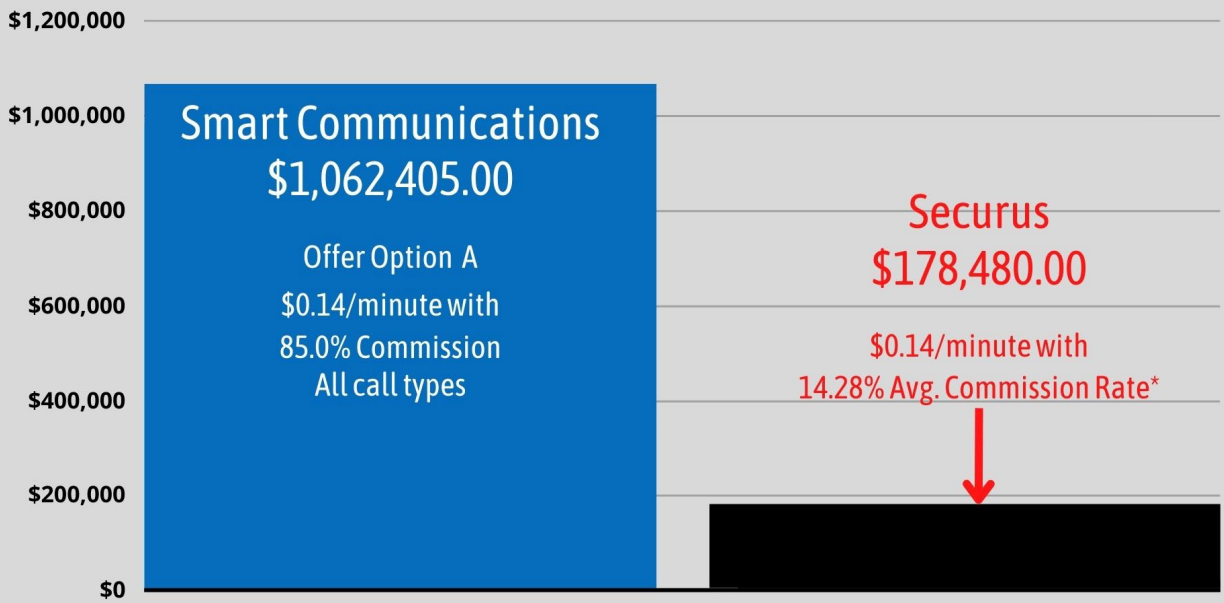
Our proposed inmate communications packages are unique in that all systems are fully integrated in our secure, web-based SmartEcosystem™ Dashboard, providing a single location for authorized staff to access all system administration, monitoring, reporting, data sharing and investigation tools. The centralization and unification of these systems substantially reduces staff burden while maximizing operational efficiency. Since the SmartEcosystem™ Dashboard is web-based, it can be accessed on-site or remotely on any computer with an Internet connection – no additional hardware or software is required.

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When evaluating our SmartEvo™ ITS Call/Commission Rates, please note:

» Unlike other providers, Smart Communications pays ITS commission based on "true" Gross Call Revenue on all call types, including interstate and international. This means the LFUCG will receive commission on every single revenue-generating phone call. There are no deceptive accounting practices or misrepresentation of FCC Orders to reduce facility commission revenue.

PROJECTED ANNUAL ITS COMMISSION REVENUE COMPARISON



NOTE: *Projections based upon 5 months of ITS call revenue/commission data (March - August 2023) in which ITS gross revenue totaled $1,249,888.00.*
**14.28% value calculated by dividing total commission paid ($178,480.00) by total ITS gross revenue earned ($1,249,888.00).*

Additional information about all aspects of our proposal, technologies, services and benefits is provided in greater detail in the sections that follow.

Our firm is corrections' most innovative company. For more than a decade, we have been driven by our passion for innovation, resulting in the development of multiple new technologies and services that have truly transformed the inmate communication landscape for the better. *As a dynamic firm committed to providing our client partners with superior value, our proposed options are flexible and we are open to discussing any alternative rate structures that may better suit the LFUCG's objectives.*



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We welcome the opportunity to demonstrate our proposed technologies and services to the LFUCG as a part of the RFP evaluation process. This demonstration will provide you with an invaluable firsthand look at all potential solutions, allowing for a more informed and strategic approach to selecting the inmate communication service provider that best aligns with your specific needs and goals. Moreover, it will provide the LFUCG with a chance to learn more about our latest innovation, the SmartWatch™ Offender Wearable. The SmartWatch™ is the most advanced technology ever introduced to the corrections environment and offers a whole new universe of control, communication, intelligence and possibilities.

If you have any questions, would like to schedule a demonstration or discuss modifications to our proposed offer Options, please do not hesitate to contact me directly via email jon.logan@smartcommunications.us or phone 888-253-5178.

Thank you for your consideration and we are excited about the opportunity to collaborate with the LFUCG and contribute to the improvement of inmate communication, safety and efficiency at your facility.

Respectfully,



Jon Logan
CEO - Smart Communications

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The First, Most Field-Proven and Innovative Inmate Telephone System Available

SmartEvo™ Inmate Telephone System (ITS)

Smart Communications' state-of-the-art SmartEvo™ ITS includes:

Administration and Control|

- Robust call scheduling and control feature set provides automated and manual, granular control over all aspects of availability and access privileges
- Multiple call analysis tools providing standard and customizable reports
- Easy to manage global and personal allowable number lists
- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level

Security|

- Voice biometrics
- 3-way calling and hook-switch dialing detection and prevention
- Positive DTMF call acceptance
- 24/7/365 remote network monitoring ensures 99.99% uptime

Recording Storage and Retrieval|

- CDRs, call recordings and systems data are stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations
- All CDR and recording data is accessible to staff for one year or longer after agreement expiration
- Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format

Call Monitoring and Investigative Tools|

- Unlimited and undetectable live call monitoring
- Hot number/call watch list offering text, phone or email alert notifications
- Call transcription with translation and keyword search
- Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies
- "*Best Known Name and Address*" feature queries internal client databases to help locate the address associated with telephone numbers
- SmartLink™ tools allow investigators to check for any links between inmates and public individuals or other inmates using multi-path and multi-relation analysis

Optional Value-Added Features|

- Compatibility/deployment of on-site, visitation telephone hardware
- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling
- Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows
- Custom speed dial to agency-defined numbers and/or designated voicemail boxes for inmates to contact PREA, crime tips, public defenders and more
- Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing

SmartEvo™ ITS Service/Commission Rate Offers		
Offer Option	**ITS Rate/Minute**	**Commission Rate**
A	$0.14	85.0%
B	$0.12	75.0%
B1	$0.10	65.0%
B2	$0.08	55.0%
C	$0.06	N/A
D*	$0.08*	

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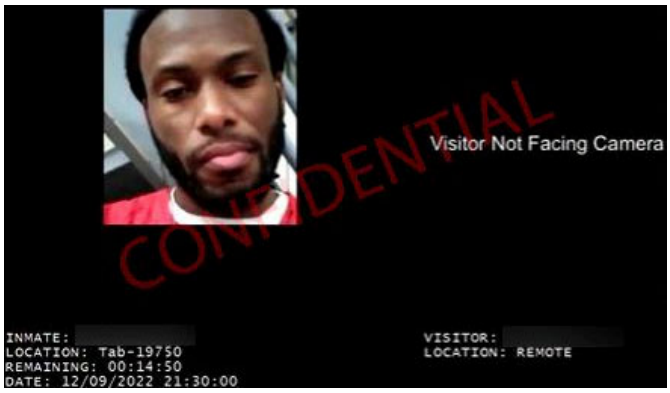
***NOTE**: ITS rates apply to all call tariff (Local, IntraLATA/Intrastate, InterLATA/Interstate, Interstate and International) and payment types (Collect, Direct-Billed, Prepaid Collect and Inmate PIN Debit). ITS rates and commissionable revenue do not include local, state or federal taxes, or any amount Smart Communications collects for payments required by statutory or regulatory programs mandated by governmental agencies, such as the Federal Universal Service Fund. Local (On-site) Visitation calls are provided at **no charge**. SmartEvo™ ITS Voicemail Exchange (VMX™) service is available. This service allows public users to leave up to a 60-second voicemail for a charge of $1.00/voicemail message. The Division will receive 100.0% commission on total gross VMX™ revenue if offer Option A, B, B1, or B2 is selected.*

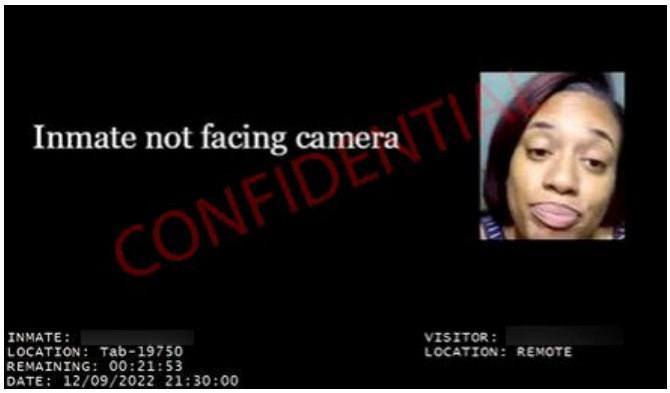
Offer Option D requires an annual payment of $300,000.00 ($25,000.00/month) from the Division to Smart Communications and includes two **free 20-minute SmartEvo™ ITS calls every day for each inmate ($1,168,000.00 annual value based upon current ADP of 1,000 inmates. Service rate/call cost only applies inmate calls after their two free 20-minute daily calls have been utilized.*

True "Self-Service" Video Visitation With Zero Staff Involvement

SmartVisit™ Video Visitation System (VVS)

Smart Communications' SmartVisit™ VVS was introduced in 2015 and remains the most intelligent video visitation platform in corrections. SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement. Our advanced content filtering software eliminates the need for staff to "baby-sit" a visitation session. Only the user's face is shown, blocking out all other content, such as backgrounds, gang signs/hand gestures, nudity and other "virtual contraband."





The secure, web-based SmartEcosystem™ Dashboard provides authorized staff with access to important VVS details, reports and information, including:

- **Welcome/Dashboard**: provides a summary view of the number of visits scheduled each day for the week, units offline, recording space and a message board.
- **Session History Report**: includes visitor/inmate name, session date, session start/end times, visitor station location and inmate/pod station location.
- **Video Visitation Recordings**: recorded visits are searchable, viewable and downloadable in .MP4 format.
- **User Activity Reports**: details facility staff use of the system, by user.

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Additionally, our SmartVisit™ VVS helps keeps inmates connected with their family and friends by supporting Video on Demand (VOD) which allows inmates to initiate their own remote video visitation sessions on SmartKiosk™ or SmartTablet™ devices with no minimum usage requirements.

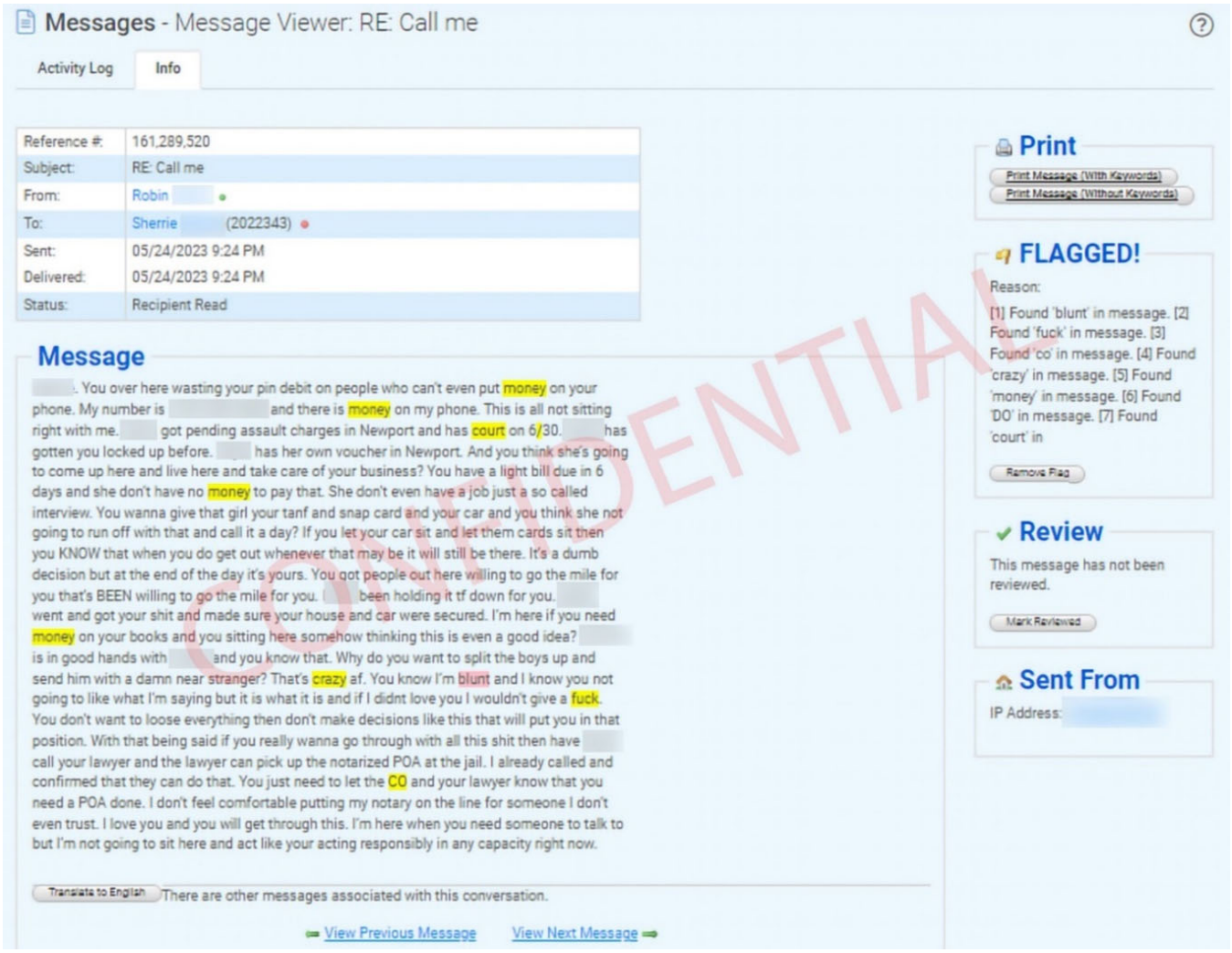
SmartVisit™ VVS Service/Commission Rate Offers		
Offer Option	**Remote VVS Rate/Minute**	**Commission Rate**
A	$0.15	50.0%
B		
B1		
B2		
C	$0.10	N/A
D	$0.15	
***NOTE**: Local (On-site) Video Visitation is provided at **no charge**.*		

Corrections First and Most Field Proven System with Unlimited Free Attorney Messaging and Legal Document Delivery with eSignature Functionality

SmartInmate™ Electronic Messaging System

Smart Communications' offer options include the provision of our SmartInmate™ Electronic Messaging System service. This highly intelligent system allows inmates to stay in contact with their friends and family via a controlled electronic messaging platform like email. SmartInmate™ has many built-in investigative features; for example, SmartInmate™ can automatically monitor and send instant notifications when messages containing user-defined keywords or names are transmitted, or when inmates being shadowed under investigation send/receive messages or connect with a new public user. SmartInmate™ also collects data on public users who communicate with inmates at your agency. Such data includes connected inmates, phone numbers, IP-addresses, email addresses, GPS locations and more. SmartInmate™ messages are fully keyword searchable with keywords highlighted in the search results.

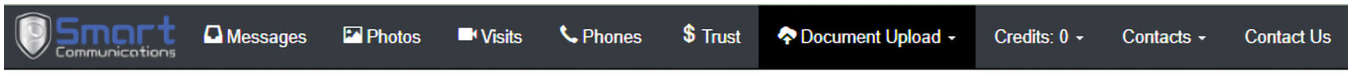
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SmartInmate™ also includes a specialized Attorney Messaging feature with eSignature functionality. This feature allows vetted attorneys to exchange electronic messages and legal documents confidentially with inmates at ***no cost***. With eSignature functionality, attorneys can insert required signatures, initials and/or date stamp fields into a legal document. This function helps improve efficiency by eliminating the need for legal documents requiring an inmate's signature to be physically mailed to the facility. Inmates can enter the appropriate data (i.e., their signature, initials, date stamp) into the legal document's required form fields and send the completed document back to their attorney. The title, status and date of all legal documents exchanged are recorded for reference purposes.

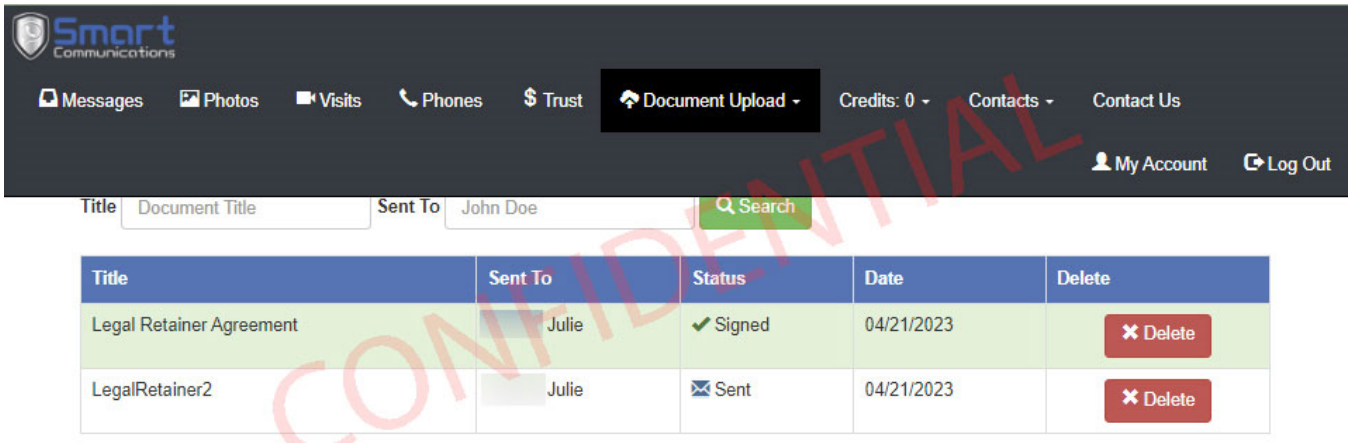


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Inmates can enter the appropriate data (i.e., their signature, initials, date stamp) into the legal document's required form fields and send the completed document back to their attorney. The title, status and date of all legal documents exchanged are recorded for reference purposes.



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Additionally, SmartInmate™ allows approved contacts to share digital photos with inmates. Prior to delivery to an inmate, staff can electronically approve or reject the photo. If "virtual" contraband (nudity, offensive gestures/behaviors, etc.) is detected during the review process, the photo is rejected and is not delivered to the inmate. The sender is notified when a digital photo they attempted to share with an inmate is rejected. This notification includes the reason why the photo was rejected/not delivered. The photo sharing/delivery function of SmartInmate™ allows only approved contacts to share digital photos with inmates. Inmates are not able to take or share photos.

SmartInmate™ Electronic Messaging Service/Commission Rate Offers		
Offer Option	**Service Rates**	**Commission Rate**
A	8 ***FREE*** messages/month (up to 30,000 characters) – $0.50 for each additional message $1.00/photo attachment (in-bound only)	$20,000.00 annual commission payment
B		
B1		
B2		
C		N/A
D		
***NOTE**: Internal facility/staff text messages as well as attorney messages with legal document delivery and eSignature functionality are provided at **no charge**.*		

FREE COMMUNICATION...NO INMATE LEFT BEHIND.

Studies have consistently found that inmates who maintain close contact with their family members while incarcerated have better post-release outcomes and lower recidivism rates.

To ensure all inmates can stay connected with their family regardless of their financial situation, Smart Communications will donate eight FREE SmartInmate™ Messages every month to each inmate – $52,000.00 annual value.

Since 2009, Smart Communications has donated over 40 million free messages.

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Completely Eliminate 100% of Drugs and Other Contraband From Entering Your Facility Through Inmate Postal Mail at NO COST

Patented MailGuard® Postal Mail Elimination System

Smart Communications' offer includes our patented MailGuard® Postal Mail Elimination System service to enhance facility safety and efficiency at ***no charge*** ($360,000.00 annual value). MailGuard® provides a complete solution to one of corrections' longest running problems and security loopholes –contraband and secret communications entering facilities in inmate postal mail. MailGuard® keeps your staff and inmates safer by providing a remote, virtual mailroom that processes and electronically delivers inmate postal mail with zero agency staff labor or exposure risk.



Non-privileged Inmate postal mail is sent directly to our MailGuard® processing center in Seminole, FL. Upon arrival, our highly trained staff utilize cutting-edge technology to convert the inmate mail into a high-definition, full-color, digital .PDF file. These digital files are then uploaded to our intelligent MailGuard® platform for facility staff review/approval. After review/approval the digital mail files are automatically delivered to the inmates via SmartKiosk™ or SmartTablet™ devices available at the facility. MailGuard® also serves as an invaluable investigative/ intelligence gathering tool. Digital mail is database searchable and allows investigative staff to gain intelligence.

Our public MailGuardTracker.com website allows mail senders to check the delivery status of their mail by signing up for a free account. Users are also offered optional email/text message notifications to receive status updates and can have their rejected mail returned electronically. All processed mail is available for inmates to download for up to six months after their release at ***no charge***.



Our offer also includes the provision of our patented MailGuardLegal Privileged Mail System service at ***no charge*** ($360,000.00 annual value). This field-proven system eliminates delivery of illicit substances through privileged legal mail without violating inmate confidentiality or privacy rights. The system includes a portable MailGuardLegal Cart equipped with customized hardware, allowing inmates to open, scan and print their legal mail under the direct supervision of an officer.

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The Easiest to Use, Most Customizable and Detailed Electronic Form Submission Platform Provided at NO COST

SmartRequest™ Digital Request/Grievance/Medical Forms



Smart Communiations' proposal includes our SmartRequest™ Digital Request/Grievance/ Medical Form System service. As the world's first digital inmate request/grievance/medical form system in corrections, SmartRequest™ is also the easiest to use, most customizable and detailed electronic form submission platform available. SmartRequest™ automates the inmate form process and helps eliminate paperwork. Electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility. Requests are responded to electronically allowing inmates to get answers quickly; the system can provide automated standard responses and status updates to all involved. The workflow on the SmartRequest™ platform is custom-tailored to department policies and is easy to customize without vendor assistance. Limitations, timers, forwarding, notes, reassignment, escalating, appeals, Jail Management System (JMS) integration, automated reporting (including keyword tracking) and more are all standard features.

Inmate Self–Service Access to Current Legal Resources and Aids Provided at NO COST

SmartLaw™ Digital Law Library



Smart Communications' SmartKiosk™ and SmartTablet™ devices will be configured to provide inmates with self-service access to a digital Law Library at ***no charge*** ($20,000.00 annual value). This value-added benefit reduces staff burden by eliminating the need to escort inmates through the facility to access legal resources. The digital Law Library is kept current with real-time updates, meeting the legal needs of inmates. It provides inmates with access to Federal and State statutes and case law, a legal dictionary, a practice manual and other legal aids to assist them with research pertinent to their case. The time an inmate spends accessing the Law Library is logged and retained in our system. The retention of this information creates an audit trail to provide proof of access to help reduce and counter legal disputes.

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Jail Management System (JMS), Commissary and Other Related System Interfaces Provided at NO COST

Smart Communications will interface with the LFUCG's JMS and host your commissary vendor's menu at ***no charge***. These interfaces will allow inmates to order commissary directly through the SmartEvo™ ITS, SmartKiosk™ devices and SmartTablet™ devices. We will also work with the appropriate providers to ensure all required deposit/banking services and hardware is available.

Smart Communications will also provide the LFUCG with 24/7/365 Automated Information Service (AIS) interfaces. The AIS provides both inmates and external users with general facility and inmate information over the phone automatically, alleviating staff burden.

Inmates access the AIS by entering a speed dial number on any designated inmate phone. Once connected, inmates can access information regarding charges, court dates, visitation eligibility, bond amount, etc.

External users access the AIS by dialing the facility's main telephone number. Once connected, external users can access information such as facility address and directions, visitation policies, inmate charges, inmate court dates, inmate visitation eligibility, inmate bond amount, etc. The AIS also provides external users with the option to set up and fund a personal prepaid account or deposit funds into an inmate's PIN debit account.

Time Tested, Correctional Grade Hardware Provided at NO COST

SmartTablet™ and SmartKiosk™ Devices

Smart Communications has over a decade of experience in the research, development and delivery of custom, correctional-grade kiosks and tablets. Our SmartKiosk™ and SmartTablet™ devices are engineered to withstand inmate abuse and meet the unique safety and security requirements of correctional facilities.



Each SmartKiosk™ device connects via Cat5e or Cat6 Ethernet cable to a dedicated port on an Ethernet switch that is connected to a dedicated Local Area Network (LAN). This connection allows SmartKiosk™ devices to connect to other allowable devices on the LAN or over the Wide Area Network (WAN). All SmartKiosk™ devices feedback to a central router and firewall located within the facility. A secure connection from the facility to the SmartVisit™ application located in Smart Communications' data center is provided to allow SmartKiosk™ devices to be managed. SmartKiosk™ devices are capable of being powered by 110VAC or PoE via the connected network Ethernet cable.

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The SmartKiosk™ is composed of a 17.0" touchscreen LCD display designed for high-threat environments, a high-definition IP camera and other electrical/computer hardware mounted in a high-strength, 12-gauge steel housing. The housing fully encloses the internal components and does not have any openings or external hinges which prevents tampering and exposure to liquids. The housing also features smooth rounded edges to prevent injury and a rounded top design. To provide optimal sound quality and user privacy, SmartKiosk™ devices are equipped with a corded telephone handset. The handset is constructed of heavy-duty polycarbonate molded plastic and does not contain any removable parts. The handset's cable is contained in a flexible, stainless steel, armored sheathing with a pull strength that exceeds 1,000 ft-pounds and is attached to a SmartKiosk™ device via a bayonet lock method.

Our wireless SmartTablet™ devices offer a variety communication services and resources to help keep inmates connected and informed. Our devices can be configured to provide inmate access to the following applications:

- Phone Calls
- Entertainment: Movies, TV Shows, eBooks, Games, and Music/Radio
- Requests, Grievances and Medical Forms
- Facility Notices, Informational Documents and Videos
- Video Visitation
- MailGuard® Digitized Postal Mail
- Law Library
- PDF Viewer/Documents
- Commissary Ordering
- Video Relay Services (VRS)
- Messaging
- Education and Reentry Content
- Job Search
- Calendar
- Trust Account/Debit Lookup

All aspects of our SmartTablet™ devices and wireless charging stations are purpose-built from the ground up to meet the unique durability, security and safety requirements necessary to support safe, reliable and hassle-free operations within a correctional environment.

Our 4th generation SmartTablet™ device's 7.0" touch screen LCD display is protected by a 2mm thick, chemically strengthened, glass cover. The display glass is composed of alkali-aluminosilicate material that makes the glass tougher and scratch resistant, which allows the glass to survive impacts, deep cuts and scratches.

SmartTablet™ Device Overview



SmartTablet™ (front view)

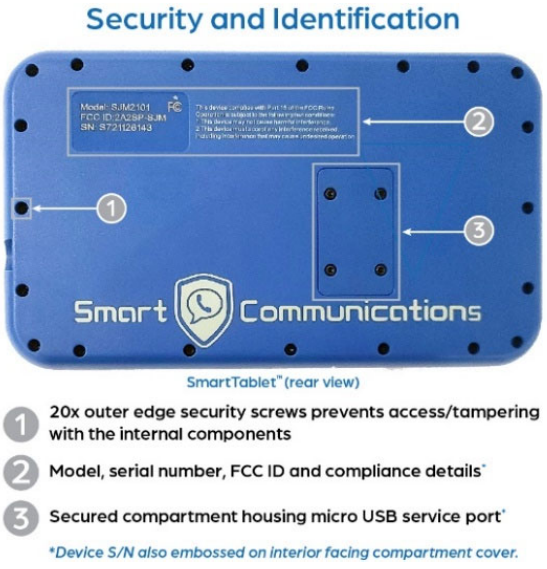
1. Battery Charge Status LED, bi-colored (red = battery charging, green = battery fully charged)
2. Built-in Camera, 2 MegaPixel*
3. Ambient Light Sensor (auto-adjusts screen brightness)
4. Built-in Microphone
5. Built-in Speakers with Adjustable Volume Control

Camera is only enabled during facial detection security login and SmartVisit™ VVS application use.

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The device's LCD display and internal components are housed in an ultra-rugged and chemical-stain resistant Lexan® polycarbonate (PC) resin polymer. The outer edge of the housing is lined with 20 security screws that require a custom tool for removal. To further prevent inmates from accessing components or hiding contraband in the device, the interior of the device is only accessible after all 20 security screws have been removed. Four additional security screws are used to secure the cover of the compartment that houses the device's micro USB service port. SmartTablet™ devices are also equipped with a standard 1/8" (3.5mm) TRRS Auxiliary Audio Jack that is compatible with most earbuds, headphones or headsets offered by the LFUCG's commissary provider.

SmartTablet™ devices are produced in batch lots. To assure quality after production, devices are selected at random from the lot and are subjected to a variety of free fall/drop endurance, chemical resistance/corrosion endurance, operational/storage temperature shock and other quality control tests.



SmartTablet™ (rear view)

1. 20x outer edge security screws prevents access/tampering with the internal components
2. Model, serial number, FCC ID and compliance details*
3. Secured compartment housing micro USB service port*

*Device S/N also embossed on interior facing compartment cover.



SmartTablet™ (bottom view) SmartTablet™ Wireless Charging Station

SmartTablet™ devices are powered by an internal, 3.7v rechargeable li-ion battery. When fully charged, a device can be used continuously for more than 8 hours. Custom, FCC compliant wireless charging stations are provided that can charge up to 10 SmartTablet™ devices simultaneously. Our charging stations feature safe contact charging technology, which maximizes convenience, safety and security. Our charging slots feature electronic short circuit protection and do not have single use fuses that would need to be replaced. A SmartTablet™ is charged by simply inserting the device, face up or face down into any of the wireless charging station's slots. When inserted, the +/- charging pads located on the bottom of the tablet engage the charging pins in the slot, which automatically initiates the battery charge cycle – there are no cables or wires to connect or exposed ports. The battery charge status is indicated by the bi-colored LED located on the top of the tablet device. The LED turns from red to green when the device's battery is fully charged.

Our charging stations are only capable of charging SmartTablet™ devices, and unlike charging stations offered by other vendors, they cannot be used to charge contraband electronic devices, such as cell phones. This design also reduces staff burden, as inmates can check-out, check-in, charge and store SmartTablet™ devices with zero involvement from facility staff and no clunky charging carts to manage.

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Inmate Education and Rehabilitative Programming Provided at NO COST

SmartEd™ and SmartReentry™



SmartEd™ and SmartReentry™ tablet-based inmate education platforms will be provided at ***no cost*** to inmates or the LFUCG. SmartEd™ is composed of 20,000 instructional videos and 7,000 practices exercises relating to core educational subjects. SmartReentry™ includes Beyond Prison, Probation and Parole (BPPP). BPPP is a 10-part interactive reentry video series that helps change the way incarcerated individuals view their path to rehabilitation. The series features inspiring stories told by successful formerly-incarcerated men and women who have overcome the challenges, obstacles and fears associated with transitioning from prison back to society, family and community. This video series empowers instructors and support groups to help participants make the most out of the powerful, inspiring and motivational messages/strategies in each BPPP video.

Smart Communications' SmartEd™ is a highly customizable and expandable platform that can be configured to support more advanced educational, reentry, life skills, self-improvement and recovery courses such as: iPathways, North American Learning Institute (NALI) and the Breaking Free Group. Each of our advanced educational resources requires significant amount of bandwidth, network resources, licensing fees and in some cases facility staff resources to deliver and maintain and therefore are typically provided separately.

Smart Communications looks forward to discussing which of these advanced programs can be provided at ***no cost*** to best complement and/or enhance the LFUCG's current educational and rehabilitative program offerings as well as ensure resources are deployed in the most effective and efficient manner possible.

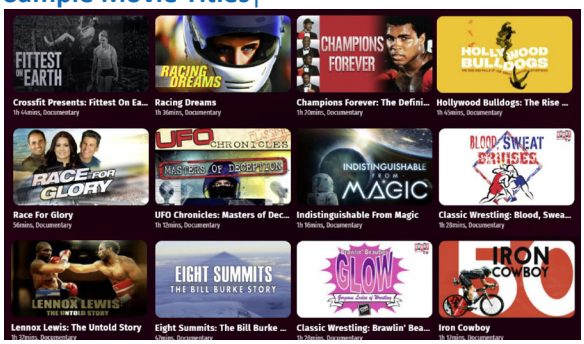
Free eBooks and Low Cost Streaming Movies, TV Series, Games and More

SmartEntertainment™ Streaming Media Platform

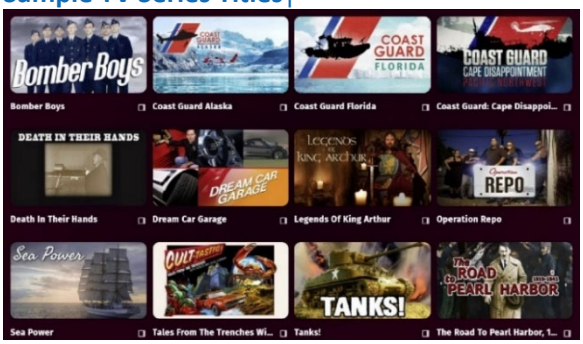
Our SmartEntertainment™ platform, available on SmartTablet™ devices, helps keep inmates occupied while providing the LFUCG with the ability to earn additional commissions. SmartEntertainment™ offers a wide variety of streaming media choices, including movies, tv series, select radio stations, audio books and video games. Carrying G or PG-13 ratings only, all content accessible on the SmartEntertainment™ platform is "correctional-friendly." The SmartEcosystem™ Dashboard gives authorized facility staff full control over all content available to inmates.

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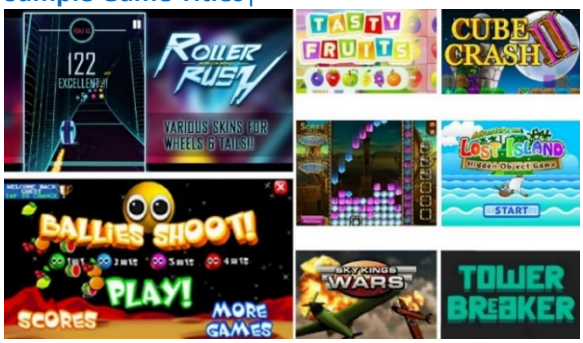
Sample Movie Titles|



Sample TV Series Titles|



Sample Game Titles|



Book Titles|

PROJECT GUTENBERG

Free access to over 1,000 popular classical eBook titles from the Project Gutenberg Library, including such titles as "*Pride and Prejudice*," "*The Adventures of Sherlock Holmes*," "*War and Peace*," "*The Call of the Wild*," and more.

SmartEntertainment™ content is immediately streamed on demand to an inmate's tablet – there is no centralized kiosk needed to transfer content. Premium SmartEntertainment™ content is available at an affordable flat per minute rate so inmates don't have to pay a hefty daily, weekly or monthly subscription fee to access content.

SmartEntertainment™ Premium Content Service/Commission Rate Offers		
Offer Option	**Service Rate/Minute**	**Commission Rate**
A	$0.03	50.0%
B		
B1		
B2		
C		N/A
D		
***NOTE**: Basic content streaming is provided at **no charge**.*		

Deposits|

Public users are assessed a fee to deposit funds into a SmartEvo™ ITS Prepaid Collect, Inmate PIN Debit account or SmartInmate™ (Messaging, Entertainment and VVS) account. The deposit fee amount assessed is based on the deposit account type and method as illustrated in the table below.

	Deposit Method	Fee Amount/Transaction
Deposit Fee Schedule	Secure Website (ITS)	$3.00
	Secure Website (Messaging, Entertainment & VVS)	$1.50
	Live Agent	$5.95
	Lobby Kiosk (if applicable)	$3.00
	Mail-In Payment/Certified Check/Money Order	$0.00

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A Whole New Universe of Control, Communication, Intelligence and Possibilities

SmartWatch™ Offender Wearable

By partnering with Smart Communications, the Division will be among the first agencies to have the opportunity to utilize our latest innovation – the SmartWatch™.

The SmartWatch™ is the most advanced technology ever introduced to the corrections environment, opening a whole new universe of control, communication, intelligence and possibilities:

- Communication and control
- Live location tracking and monitoring
- Health and wellness monitoring and alerts
- Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring
- Facility alerts, announcements, digital forms

Communication and Connection - The SmartWatch™ provides total communication and connection to the facility and the outside world, leveraging advanced technology to support offender phone calls, video visitation, telehealth visits, privileged visits, text messaging, email, MailGuard® mail scanning, digital request forms, optional music, movies, media and more.



Tracking and Monitoring Offenders - In addition to connection and communication, the SmartWatch™ provides the most advanced live offender tracking technology in the industry. Far superior to decades of old RFID tracking capabilities. The SmartWatch™ can trace live and historical, exact offender location within inches, track history of movement, see live mapping in real time of all offenders in motion or segregate monitoring to specific offenders. Create patterns, alerts of motion and gathering activities, and more.

Health and Wellness - The SmartWatch™ is an intelligent device that monitors every offender in real time with vital health and wellness data and reporting. Offender body temperature, oxygen level and heart rate are monitored and reported in real time, with a customizable monitoring dashboard to create reports, alerts, emergency alarms, wellness histories and more, allowing agency operators and medical staff to have their finger on the pulse of each offender's physical health in real time, keeping the agency ahead of tragedies before they happen.

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Intelligence and Control - The SmartWatch™ opens a new universe of never before possibilities of live and historical intelligence and control of the entire offender environment. With baked-in intelligence controls fully integrated into the SmartEcosystem™ Dashboard, the SmartWatch™ allows administrators and investigators the ability to monitor phone calls, visits, text, emails, as well as shadow offenders in live time with voice biometrics, key word tracking, covert monitoring voice and video capabilities – all at the fingertips of administrators. SmartWatch™ empowers agency intelligence within the offender environment at levels never possible before.

SmartWatch™ is the future and Smart Communications welcomes you to the possibilities.





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Exhibit G: Acknowledgement of Addendum

Addendum #1 – Issued 11/20/23

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #1

RFP Number: #47-2023

Date: November 20, 2023

Subject: Inmate Telephone Services for Community Corrections

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. A walk-thru is planned for November 27, 2023, 10:00 am, at 600 Old Frankfort Pike, Lexington, KY. No questions will be allowed during the walk-thru. Any questions must be sent through the Q&A module on IonWave after walk-thru.
2. The criteria for cost will be broken down into 10 points for commission rate and 10 points for cost to inmate.
3. See attached Securus agreement and amendments.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Smart Communications

ADDRESS: 10491 72nd St., Seminole, FL 33777

SIGNATURE OF BIDDER: Jon Logan, CEO

200 East Main St., Lexington, KY 40507 / 859.258.3320 Phone / 859.258.3322 Fax / lexingtonky.gov

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Addendum #2 – Issued

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #2

RFP Number: #47-2023

Date: November 22, 2023

Subject: Inmate Telephone Services for Community Corrections

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

See attached commission reports.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Smart Communications

ADDRESS: 10491 72nd St., Seminole, FL 33777

SIGNATURE OF BIDDER: Jon Logan, CEO

200 East Main St., Lexington, KY 40507 / 859.258.3320 Phone / 859.258.3322 Fax / lexingtonky.gov

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Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between the Lexington-Fayette Urban County Government, hereinafter referred to as "Customer," and Smart Communications Holding, LLC and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems and Exclusivity. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, and upon the going live of each respective service, Provider shall be the sole and exclusive provider of inmate telephone services (ITS) and all inmate communication services available on or provided by a tablet or kiosk system as set forth in the accompanying Schedule(s), including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. Ownership. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. License Restrictions: The Software is to be used solely in connection with Provider's Services by Customer and

inmates housed at Customer's Facility in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party′s;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. This Agreement shall commence on the effective date and shall continue for a period of three (3) years from the date of system going live. After the original term, this Agreement shall automatically renew annually for up to three (3) terms of one (1) year in length each, unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term. The terms and conditions herein shall govern for so long as Provider continues to provide its system and services.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

9. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are

informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by applicable law, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing

personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Cooperative Contract. This contract may be used cooperatively with other agencies (in the state of Kentucky or elsewhere as applicable), for the procurement of Provider's services under like or similar terms as set forth herein, or as negotiated depending on an agency's specific needs.

23. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

24. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought in Lexington, Kentucky and governed by the laws of the state of Kentucky.

25. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

26. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

27. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

28. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

29. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

30. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. Interpretation. The language in this Agreement is to be construed according to its plain meaning and not strictly for or against either party. The parties have reviewed this Agreement and no ambiguities are known to exist; however, to the extent any ambiguity is later discovered, any rule that such ambiguity is to be resolved for or against either party does not apply.

32. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

34. Authority. Each Party represents and warrants that it has the authority to enter into this Agreement, and that the individual signing on its behalf likewise has authority to do so.

35. Cooperation in Transition. Customer shall send all appropriate notices in a timely manner in order to ensure transition to Provider can occur at the appropriate time.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Lexington-Fayette Urban County Government

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:
200 E Main St
Lexington, KY 40507

Provider: Smart Communications Holding, LLC

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:
10491 72nd St.
Seminole, FL 33777

Schedule of Services Agreement

This Schedule is between the Lexington-Fayette Urban County Government, hereinafter referred to as "Customer," and Smart Communications Holding, LLC and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: Community Corrections, 600 Old Frankfort Circle, Lexington, KY 40510

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Inmate Telephone System

1. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.

2. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	**Collect**	**PrePaid Collect**	**PrePaid Debit**
Local	$0.06	$0.06	$0.06
IntraState	$0.06	$0.06	$0.06
IntraLATA	$0.06	$0.06	$0.06
InterState	$0.06	$0.06	$0.06
InterLATA	$0.06	$0.06	$0.06
International	$0.06	$0.06	$0.06

3. Inbound voicemail messages will be provided at a fixed rate of $1.00 per voicemail.

4. All applicable taxes and fees will additionally be collected according to local, state, and federal regulations. Provider will comply with all applicable federal, state, and local regulations including, but not limited to, the rules, regulations and orders of the Federal Communications Commission (FCC).

5. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

6. In consideration of the rates provided under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and

interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

7. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.

8. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.

9. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.

Customer's Responsibilities (Inmate Phone System)

10. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.

11. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.

12. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.

13. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.

14. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

15. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.

16. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

17. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartTablets™ and Secure Network

18. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.

19. Provider will furnish its proprietary SmartTablet™ on a 1:1 inmate to tablet ratio based on the Average Daily Population ("ADP"). Reserve tablets shall also be provided in the amount of ten percent (10%) the initial number of tablets deployed. Customer shall determine which inmates have access to the SmartTablets™.

20. Provider will also furnish up to fifteen (15) Staff Tablets dedicated for Customer staff use only. The replacement cost for Staff Tablets is four hundred dollars ($400) each.

21. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

22. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

23. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

24. Provider will provide and install tablet charging station(s) as a "home base" within each housing unit in the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

25. Based on the 1:1 deployment model, each tablet will be assigned to a specific inmate. If an assigned tablet stops working, the inmate to whom it is assigned can return it to Customer staff for shipping back to Provider for maintenance. Provider will facilitate pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to Customer.

26. Upon receipt of non-functioning tablets, Provider will evaluate to determine the cause. Tablets will either be replaced under warranty, or, if vandalism is determined to be the cause, the inmate will be responsible for repayment in accordance with the procedures set forth herein.

Damage (SmartTablets™)

27. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form and assist in obtaining restitution. Inmates responsible for causing intentionally damaged tablets will be invoiced for the replacement cost by Provider, and such invoice can be paid through a public user or payment transfer from the inmate's trust account. Once the balance has been paid, a new tablet will be issued and assigned to the inmate.

28. Any inmates without an assigned tablet due to an unpaid balance owed for vandalism will have access to select community tablets, for which only essential services will be made available.

SmartInmate™ Electronic Messaging

29. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™), accessible via Provider's SmartTablet™ devices. Provider is responsible for providing and

installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

30. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

31. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

32. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.

33. Provider will provide each inmate at Customer's Facility with credits for eight (8) messages per month at no charge, to satisfy the needs of indigent inmates.

34. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

35. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.

36. Electronic Messaging. Each "email" message (up to 30,000 characters in length) is billed at fifty cents ($0.50), which corresponds to 50 credits.

37. Photo Delivery Service. Each approved photo is billed at one dollar ($1.00), which corresponds to 100 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

38. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.

39. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

40. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

41. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

42. Customer will provide (e.g., by facilitating cooperation with Customer's JMS vendor) a list of all inmates residing in the Customer Jail Facilities and their current housing assignments via electronic delivery twice each day. Customer acknowledges that this data feed is critical to the functionality of Provider's services herein, including to ensure that each inmate is authorized to use only those tablets appropriate to their assignment.

43. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

44. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by U.S. Patent No. 11,457,013, and multiple pending patent applications.

45. Provider shall provide its patented MailGuard Postal Mail Elimination® system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablets™ within the Customer's Facility.

46. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablets™ at no cost to Customer.

47. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.

48. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablets™.

49. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

50. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.

51. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.

52. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.

53. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

54. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.

55. Provider will maintain electronic records for a period of seven (7) years from the date the record was created. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

56. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

57. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

58. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

59. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.

60. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will return the mail to the sender.

61. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.

62. Customer will give prompt notice in writing to Provider of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuard Legal™ System

63. Provider is the exclusive licensee of MailGuard Legal™, the patented postal mail elimination system for legal mail covered by U.S. Patent No. 10,659,630 and other pending patent applications.

64. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include an initial deployment of two (2) MailGuard Legal™ Mail Scanning Carts to handle the legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") processed by the Facility.

65. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate.

66. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuard Legal™ system, at no cost to Customer.

67. The Legal Mail may be scanned in the presence of the inmate for electronic delivery to the inmate or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™ system.

68. Customer understands and agrees that the MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.

69. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuard Legal™ Mail system.

Digital MailGuard Legal™

70. Provider will provide at no cost to Customer its Digital MailGuard Legal™ system for use by the inmates of the Customer's jail facility and their attorneys. Provider is exclusively responsible for providing all hardware, software, and all networking requirements needed for operation of the system.

71. Provider shall facilitate the electronic delivery of digital copies of legal mail sent from attorneys who have been pre-approved by Customer directly to inmates through Provider's proprietary digitally encrypted process.

72. The encrypted digital files can only be opened by inmates using Provider's system with Provider's proprietary authentication protocols. Once authenticated, inmates can view digitally transmitted legal mail and legal documents via Provider's SmartTablet™ devices using a separate login process.

73. Customer acknowledges and understands that Provider's MailGuard Legal™ system does not allow for any digital copies of legal mail to be monitored, reviewed, accessed, or investigated.

74. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while supervising the inmates' use of Provider's Digital MailGuard Legal™ system.

Video Visitation

75. Provider will provide at no cost to Customer a video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

76. Provider's video visitation system will be accessible to inmates via Provider's SmartTablets™.

77. Provider will additionally provide at no cost to Customer a limited number of video visitation kiosks. Six (6) total kiosks shall be provided and installed - one kiosk in disciplinary area and five in the lobby area.

78. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.

79. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.

80. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.

81. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.

82. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

83. Provider will make available to each inmate at Customer's Facility two free remote video visits per week, up to thirty (30) minutes in length.

84. Thereafter, remote video visitation will be billed at $0.10 per minute, subject to change by mutual agreement of the parties. Onsite video visitation shall be provided at no charge.

Grievances, General and Medical Requests

85. Provider will additionally deploy applications for Inmate electronic general and medical requests as well as well as electronic grievance forms, available via SmartTablet™ devices.

86. Provider's system presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

87. Provider shall provide Inmates with access to a law library at no cost, via the SmartTablet™ devices. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

88. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming basic content (for free) or premium content (at a rate of three credits / three cents ($0.03) per minute).

89. Provider will provide access to its extensive SmartEd™ educational platform via SmartTablet™ devices, where a full suite of Educational Programs can be made available.

Commissary Hosting and Integration

90. At Customer's request, Provider will host Customer's commissary vendor's menu on Provider's system, at no cost to Customer.

91. At Customer's request, Provider will integrate with Customer's jail management system (JMS) at no cost to Customer.

Customer Training

92. Upon the installation of Provider's system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

Service Commitments

93. On-Site Technician. Provider will supply one full-time on-site technician for real-time dedicated support of Provider's system at Customer's facility, at no cost to Customer.

94. Remote Monitoring. Provider's system is monitored in real time and most issues are detected and resolved automatically. To the extent an issue arises that is undetected by Provider's remote monitoring system or Provider's full-time on-site technicians, Customer shall promptly notify Provider by way of Provider's service ticket system or other agreed-upon means.

Modifications

95. The parties may make changes to the financial terms, type of equipment, or deployment models set forth herein as needed upon mutual agreement of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Lexington-Fayette Urban County Government	**Provider: Smart Communications Holding, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SMART COMMUNICATIONS HOLDING, LLC, FOR THE INSTALLATION AND OPERATION OF AN INMATE COMMUNICATIONS SYSTEM AT THE DIVISION OF COMMUNITY CORRECTIONS, AT NO COST TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Smart Communications Holding, LLC, for the installation and operation of an inmate communications system at the Division of Community Corrections, at no cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
077-24:JJR:4862-0685-8403, v. 1

RESOLUTION NO. 075 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SMART COMMUNICATIONS HOLDING, LLC, FOR THE INSTALLATION AND OPERATION OF AN INMATE COMMUNICATIONS SYSTEM AT THE DIVISION OF COMMUNITY CORRECTIONS, AT NO COST TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Smart Communications Holding, LLC, for the installation and operation of an inmate communications system at the Division of Community Corrections, at no cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

077-24:JJR:4862-0685-8403, v. 1

R-075-2024
Contract #035-2024

Smart Communications
CORRECTIONS SIMPLIFIED. www.smartcommunications.us 888-253-5178 10491 72nd St. | Seminole, FL 33777

Schedule of Services Agreement

This Schedule is between the Lexington-Fayette Urban County Government, hereinafter referred to as "Customer," and Smart Communications Holding, LLC and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: Community Corrections, 600 Old Frankfort Circle, Lexington, KY 40510

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Inmate Telephone System

1. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.

2. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	**Collect**	**PrePaid Collect**	**PrePaid Debit**
Local	$0.06	$0.06	$0.06
IntraState	$0.06	$0.06	$0.06
IntraLATA	$0.06	$0.06	$0.06
InterState	$0.06	$0.06	$0.06
InterLATA	$0.06	$0.06	$0.06
International	$0.06	$0.06	$0.06

3. Inbound voicemail messages will be provided at a fixed rate of $1.00 per voicemail.

4. All applicable taxes and fees will additionally be collected according to local, state, and federal regulations. Provider will comply with all applicable federal, state, and local regulations including, but not limited to, the rules, regulations and orders of the Federal Communications Commission (FCC).

5. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

6. In consideration of the rates provided under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and

interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

7. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.

8. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.

9. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.

Customer's Responsibilities (Inmate Phone System)

10. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.

11. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.

12. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.

13. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.

14. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

15. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.

16. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

17. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartTablets™ and Secure Network

18. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.

19. Provider will furnish its proprietary SmartTablet™ on a 1:1 inmate to tablet ratio based on the Average Daily Population ("ADP"). Reserve tablets shall also be provided in the amount of ten percent (10%) the initial number of tablets deployed. Customer shall determine which inmates have access to the SmartTablets™.

20. Provider will also furnish up to fifteen (15) Staff Tablets dedicated for Customer staff use only. The replacement cost for Staff Tablets is four hundred dollars ($400) each.

21. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

22. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

23. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

24. Provider will provide and install tablet charging station(s) as a "home base" within each housing unit in the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

25. Based on the 1:1 deployment model, each tablet will be assigned to a specific inmate. If an assigned tablet stops working, the inmate to whom it is assigned can return it to Customer staff for shipping back to Provider for maintenance. Provider will facilitate pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to Customer.

26. Upon receipt of non-functioning tablets, Provider will evaluate to determine the cause. Tablets will either be replaced under warranty, or, if vandalism is determined to be the cause, the inmate will be responsible for repayment in accordance with the procedures set forth herein.

Damage (SmartTablets™)

27. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form and assist in obtaining restitution. Inmates responsible for causing intentionally damaged tablets will be invoiced for the replacement cost by Provider, and such invoice can be paid through a public user or payment transfer from the inmate's trust account. Once the balance has been paid, a new tablet will be issued and assigned to the inmate.

28. Any inmates without an assigned tablet due to an unpaid balance owed for vandalism will have access to select community tablets, for which only essential services will be made available.

SmartInmate™ Electronic Messaging

29. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™), accessible via Provider's SmartTablet™ devices. Provider is responsible for providing and

installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

30. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

31. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

32. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.

33. Provider will provide each inmate at Customer's Facility with credits for eight (8) messages per month at no charge, to satisfy the needs of indigent inmates.

34. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

35. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.

36. Electronic Messaging. Each "email" message (up to 30,000 characters in length) is billed at fifty cents ($0.50), which corresponds to 50 credits.

37. Photo Delivery Service. Each approved photo is billed at one dollar ($1.00), which corresponds to 100 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

38. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.

39. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

40. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

41. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

42. Customer will provide (e.g., by facilitating cooperation with Customer's JMS vendor) a list of all inmates residing in the Customer Jail Facilities and their current housing assignments via electronic delivery twice each day. Customer acknowledges that this data feed is critical to the functionality of Provider's services herein, including to ensure that each inmate is authorized to use only those tablets appropriate to their assignment.

43. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

44. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by U.S. Patent No. 11,457,013, and multiple pending patent applications.

45. Provider shall provide its patented MailGuard Postal Mail Elimination® system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablets™ within the Customer's Facility.

46. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablets™ at no cost to Customer.

47. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.

48. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablets™.

49. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

50. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.

51. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.

52. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.

53. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

54. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.

55. Provider will maintain electronic records for a period of seven (7) years from the date the record was created. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

56. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

57. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

58. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

59. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.

60. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will return the mail to the sender.

61. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.

62. Customer will give prompt notice in writing to Provider of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuard Legal™ System

63. Provider is the exclusive licensee of MailGuard Legal™, the patented postal mail elimination system for legal mail covered by U.S. Patent No. 10,659,630 and other pending patent applications.

64. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include an initial deployment of two (2) MailGuard Legal™ Mail Scanning Carts to handle the legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") processed by the Facility.

65. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate.

66. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuard Legal™ system, at no cost to Customer.

67. The Legal Mail may be scanned in the presence of the inmate for electronic delivery to the inmate or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™ system.

68. Customer understands and agrees that the MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.

69. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuard Legal™ Mail system.

Digital MailGuard Legal™

70. Provider will provide at no cost to Customer its Digital MailGuard Legal™ system for use by the inmates of the Customer's jail facility and their attorneys. Provider is exclusively responsible for providing all hardware, software, and all networking requirements needed for operation of the system.

71. Provider shall facilitate the electronic delivery of digital copies of legal mail sent from attorneys who have been pre-approved by Customer directly to inmates through Provider's proprietary digitally encrypted process.

72. The encrypted digital files can only be opened by inmates using Provider's system with Provider's proprietary authentication protocols. Once authenticated, inmates can view digitally transmitted legal mail and legal documents via Provider's SmartTablet™ devices using a separate login process.

73. Customer acknowledges and understands that Provider's MailGuard Legal™ system does not allow for any digital copies of legal mail to be monitored, reviewed, accessed, or investigated.

74. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while supervising the inmates' use of Provider's Digital MailGuard Legal™ system.

Video Visitation

75. Provider will provide at no cost to Customer a video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

76. Provider's video visitation system will be accessible to inmates via Provider's SmartTablets™.

77. Provider will additionally provide at no cost to Customer a limited number of video visitation kiosks. Six (6) total kiosks shall be provided and installed - one kiosk in disciplinary area and five in the lobby area.

78. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.

79. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.

80. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.

81. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.

82. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

83. Provider will make available to each inmate at Customer's Facility two free remote video visits per week, up to thirty (30) minutes in length.

84. Thereafter, remote video visitation will be billed at $0.10 per minute, subject to change by mutual agreement of the parties. Onsite video visitation shall be provided at no charge.

Grievances, General and Medical Requests

85. Provider will additionally deploy applications for Inmate electronic general and medical requests as well as well as electronic grievance forms, available via SmartTablet™ devices.

86. Provider's system presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

87. Provider shall provide Inmates with access to a law library at no cost, via the SmartTablet™ devices. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

88. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming basic content (for free) or premium content (at a rate of three credits / three cents ($0.03) per minute).

89. Provider will provide access to its extensive SmartEd™ educational platform via SmartTablet™ devices, where a full suite of Educational Programs can be made available.

Commissary Hosting and Integration

90. At Customer's request, Provider will host Customer's commissary vendor's menu on Provider's system, at no cost to Customer.

91. At Customer's request, Provider will integrate with Customer's jail management system (JMS) at no cost to Customer.

Customer Training

92. Upon the installation of Provider's system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

Service Commitments

93. On-Site Technician. Provider will supply one full-time on-site technician for real-time dedicated support of Provider's system at Customer's facility, at no cost to Customer.

94. Remote Monitoring. Provider's system is monitored in real time and most issues are detected and resolved automatically. To the extent an issue arises that is undetected by Provider's remote monitoring system or Provider's full-time on-site technicians, Customer shall promptly notify Provider by way of Provider's service ticket system or other agreed-upon means.

Modifications

95. The parties may make changes to the financial terms, type of equipment, or deployment models set forth herein as needed upon mutual agreement of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Lexington-Fayette Urban County Government

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 3/8/2024

Provider: Smart Communications Holding, LLC

By: Smart Communications Holding, LLC

Name: Jon Logan

Title: CEO

Date: 2/14/2024

CORRECTIONS SIMPLIFIED. www.smartcommunications.us 888-253-5178 10491 72nd St. | Seminole, FL 33777

Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between the Lexington-Fayette Urban County Government, hereinafter referred to as "Customer," and Smart Communications Holding, LLC and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems and Exclusivity. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, and upon the going live of each respective service, Provider shall be the sole and exclusive provider of inmate telephone services (ITS) and all inmate communication services available on or provided by a tablet or kiosk system as set forth in the accompanying Schedule(s), including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. Ownership. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. License Restrictions: The Software is to be used solely in connection with Provider's Services by Customer and

inmates housed at Customer's Facility in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. This Agreement shall commence on the effective date and shall continue for a period of three (3) years from the date of system going live. After the original term, this Agreement shall automatically renew annually for up to three (3) terms of one (1) year in length each, unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term. The terms and conditions herein shall govern for so long as Provider continues to provide its system and services.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

9. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are

informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by applicable law, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing

personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Cooperative Contract. This contract may be used cooperatively with other agencies (in the state of Kentucky or elsewhere as applicable), for the procurement of Provider's services under like or similar terms as set forth herein, or as negotiated depending on an agency's specific needs.

23. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

24. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought in Lexington, Kentucky and governed by the laws of the state of Kentucky.

25. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

26. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

27. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

28. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

29. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

30. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. Interpretation. The language in this Agreement is to be construed according to its plain meaning and not strictly for or against either party. The parties have reviewed this Agreement and no ambiguities are known to exist; however, to the extent any ambiguity is later discovered, any rule that such ambiguity is to be resolved for or against either party does not apply.

32. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

34. Authority. Each Party represents and warrants that it has the authority to enter into this Agreement, and that the individual signing on its behalf likewise has authority to do so.

35. Cooperation in Transition. Customer shall send all appropriate notices in a timely manner in order to ensure transition to Provider can occur at the appropriate time.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Lexington-Fayette Urban County Government

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 2/8/2024

Email:

Notice Address:
200 E Main St
Lexington, KY 40507

Provider: Smart Communications Holding, LLC

By: Smart Communications Holding, LLC

Name: Jon Logan

Title: CEO

Date: 2/14/24

Email: Jon.Logan@Smartcommunications.us

Notice Address:
10491 72nd St.
Seminole, FL 33777

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0142-24

File ID:	0142-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	037-2024	**In Control:**	Urban County Council
				File Created:	01/31/2024
File Name:	UK Research Foundation Incentive Grant			**Final Action:**	03/07/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $316,126.75. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. Returned Christina King 3/12/2024. MS

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Blue Sheet, FY 2024 UKRF_Class B Infra - Council map, FY24 Class BI UKRF GAA with Att A_Grantee Signed, 0142-24- UKRF WQ Grant 4884-0455-2101 v.1.docx, R-076-2024, Contract #037-2024	**Enactment Number:**	R-076-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0142-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $316,126.75. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class B Infrastructure) Storm Water Quality Projects Incentive Grant for the University of Kentucky Research Foundation for improvements to an existing stream while enhancing ongoing upstream stormwater improvements at University Court, in the amount of $316,126.75. Funds are Budgeted. (L0142-24) (Martin/Albright)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/30/2024

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4052-303204-3373-78112
This Fiscal Year Impact: $316,126.75
Annual Impact: $316,126.75
Project: WQINCENTIVE_24
Activity: WQ_GRANT
Budget Reference:
Current Balance: $1,634,333.97

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : _____
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: January 29, 2024

SUBJECT: Recommendation for an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for the University of Kentucky Research Foundation.

Request

The purpose of this memorandum is to request approval of an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for the University of Kentucky Research Foundation in the amount of $316,126.75.

Purpose of Request

Grant funds to be used to support improvements to an existing stream while enhancing ongoing upstream stormwater improvements planned for fall of 2024 at University Court. This project will impact stormwater quality in the corridor adjacent to UK's Shawneetown and Central Baptist Hospital, as well as neighboring residential areas. The project elements include stream stabilization/naturalization (approx. 600 LF) to a channelized blue-line stream, installation of a new detention & infiltration area, and tree canopy enhancement (40 new medium-size trees) (approx. 16,000 SF). The project also incorporates stormwater education by allowing Civil Engineering students to take part in both the design and construction phases during the spring 2024 semester. In addition, Landscape Architecture students will select the tree species and oversee installation during the fall 2024 semester.

Project Cost in FY24 and in Future Budget Years

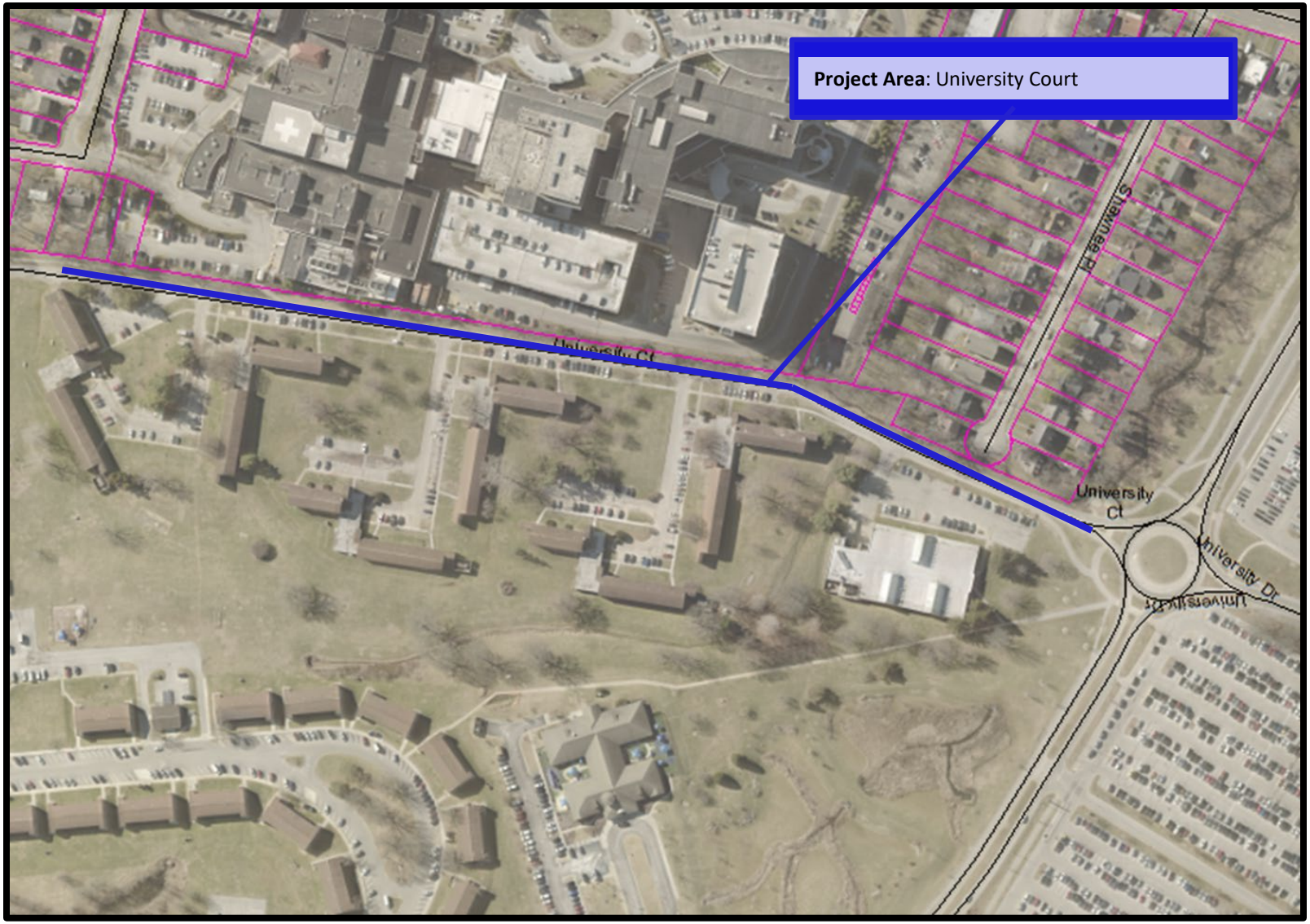
The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of $316,126.75 with a cost share of $79,122.50.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



University of Kentucky Research Foundation

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$316,126.75** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **UNIVERSITY COURT, LEXINGTON, KENTUCKY 40503** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to

design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall

be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator

with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds: the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining

Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government 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 Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, as of the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER: **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**
500 SOUTH LIMESTONE
109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

BY: Kim C. Carter 1/8/2024 VLT

NAME: Kim C. Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim C Carter, as the duly authorized representative for and on behalf of UKRF, on this the 8th day of January, 2024.

My commission expires: 9/8/26.

NOTARY PUBLIC

JUDY [illegible] DUNCAN
NOTARY PUBLIC
COMM. # KYNP57535
COMMONWEALTH OF KENTUCKY
COMMISSION EXPIRES SEPTEMBER 08, 2026

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
University of Kentucky Research Foundation (UKRF)

GRANT PROGRAM — **2024 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Project Manager:
Britney Ragland
859-257-4172 (phone)
britney.ragland@uky.edu (email)

Project Site Location & Property Owner:
University of Kentucky
University Court
1000 1500 Nicholasville Road
Lexington, KY 40503
PVA: 94018930

Project Team:
Central Baptist Hospital
Neighbor Property Owners

Design Engineering Firm:
Abbie Jones Consulting
1022 Fontaine Road
Lexington, KY 40502
859-559-3443 (phone)
Abbie Jones, P.E. (Engineer of Record)
abbie@abbie-jones.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on University Court, Lexington, Kentucky 40503 owned by the University of Kentucky. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The overall purpose of this project is to incorporate water quality and quantity controls by reducing roadway flooding, adding tree canopy, and stream stabilization/naturalization work on a blue-line stream at University Court.

Project Elements

A. Stream Stabilization/Naturalization – the proposed project will provide stabilization and greening (approximately 600 LF) to a channelized blue-line stream. The vision is to remove asphalt (accrued sedimentation), remove invasive species, provide native species, and provide positive drainage with small "pools" or "steps" in the narrow areas.

B. New detention & infiltration area – The project will install small detention areas along the University Court that would function as a long-term sediment pond.

C. Tree canopy – The addition of forty (40) new medium-size trees (approx. 16,000 SF) will be installed to provide a significant tree canopy in this area.

D. Stormwater Education – As part of the Fall and Spring 24 semesters, the Civil Engineering students will review the design (Spring 24) and construction (Fall 24); and the Landscape Architecture students will select the tree species and oversee installation by the contractor (Fall 24).

1) STORMWATER CONTROL FACILITIES DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

  i) Prior to the start of design
  ii) At the completion of approximately 50% design
  iii) At the 95% completion of the design documents

  The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.

- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

  Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov

  Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov

  Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov

  Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov

  Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov

  Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov

  Stormwater, Mark Sanders– msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) *STORMWATER CONTROL FACILITIES CONSTRUCTION:*

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**
- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
   - Existing condition photographs

2. The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3. If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4. If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by

LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall verify the need and ensure all permits are received *(e.g.,* local, FEMA, Army Corp, DOW, etc.) prior to any work.

2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.

3. Encroachment agreements shall be obtained when working within any private utility areas.

4. An Inspection, Operation, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

5. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

6. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.02% cost share offered in the application (approximately $79,112.50).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	February 2024
Kick-off	March 2024
Design Documents	April 2024 – June 2024
Permitting	June 2024 – September 2024
Construction	September 2024 – December 2024
Project Closeout / Final Report to LFUCG	December 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase:	**$ 55,000.00**
2. Construction Phase and other items:	**$ 340,249.25**
TOTAL PROJECT COSTS:	**$ 395,249.25**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 316,126.75 (not-to-exceed)
Estimated Cost Share	$ 79,122.50
Est. Total Project Cost	**$ 395,249.25**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

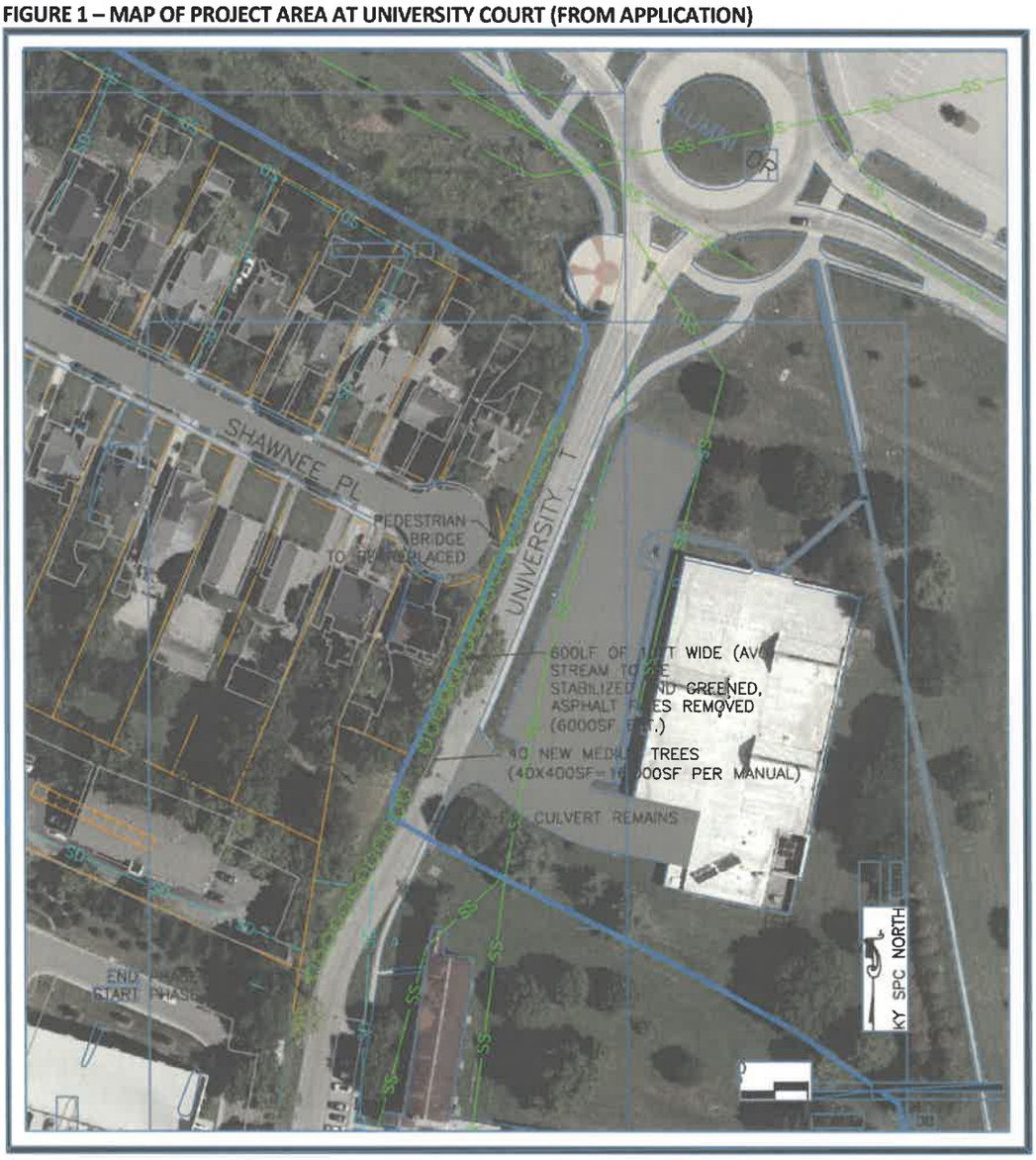
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Design								
2	Design - Site/Civil Related Services	Consultant	Project Administration-UKY	$ 20,000.00	LS	1.0	$ 20,000.00	$ -	$ 20,000.00
3	Design - Site/Civil Related Services	Consultant	Plan Development-UKY	$ 9,000.00	LS	1.0	$ 9,000.00	$ -	$ 9,000.00
4	Design - Site/Civil Related Services	Consultant	Contract Documents	$ 20,000.00	LS	1.0	$ 20,000.00	$ -	$ 20,000.00
5	Design - Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	$ 6,000.00	LS	1.0	$ 6,000.00	$ -	$ 6,000.00
6								Subtotal	$ 55,000.00
7	Construction								
8	Construction	Contractor	Construction Staking	$ 4,000.00	LS	1	$ 200.00	$ 3,800.00	$ 4,000.00
9	Construction (Improvements)	Contractor	Safety	$ 2,500.00	LS	1	$ 125.00	$ 2,375.00	$ 2,500.00
10	Construction (Improvements)	Contractor	Supervisor	$ 10,000.00	LS	1	$ 500.00	$ 9,500.00	$ 10,000.00
11	Construction (Improvements)	Contractor	Bond	$ 2,750.00	LS	1	$ 137.50	$ 2,612.50	$ 2,750.00
12	Construction	Contractor	Maintenance of Traffic	$ 10,000.00	LS	1	$ 500.00	$ 9,500.00	$ 10,000.00
13	Construction (Improvements)	Contractor	Utilities Allowance	$ 5,000.00	LS	1	$ 250.00	$ 4,750.00	$ 5,000.00
14	Construction (Improvements)	Contractor	Remove Concrete Apron	$ 500.00	LS	1	$ 25.00	$ 475.00	$ 500.00
15	Construction (Improvements)	Contractor	Remove Headwall	$ 500.00	EA	1	$ 25.00	$ 475.00	$ 500.00
16	Construction (Improvements)	Contractor	Remove Metal Bridge	$ 2,000.00	EA	1	$ 100.00	$ 1,900.00	$ 2,000.00
17	Construction (Improvements)	Contractor	Sloped End Headwall	$ 3,500.00	EA	2	$ 350.00	$ 6,650.00	$ 7,000.00
18	Construction (Improvements)	Contractor	36" RCP and bedding stone	$ 150.00	LF	8	$ 60.00	$ 1,140.00	$ 1,200.00
19	Construction (Improvements)	Contractor	Storm Manhole	$ 5,000.00	EA	4	$ 1,000.00	$ 19,000.00	$ 20,000.00
20	Construction (Improvements)	Contractor	Handrail for new ped bridge	$ 2,500.00	LS	1	$ 125.00	$ 2,375.00	$ 2,500.00
21	Construction (Improvements)	Contractor	Replace metal ped bridge after construction	$ 2,500.00	LS	1	$ 125.00	$ 2,375.00	$ 2,500.00
22	Construction (Improvements)	Contractor	Surface Inlet Type 'B' (DBI)	$ 4,000.00	EA	3	$ 600.00	$ 11,400.00	$ 12,000.00
23	Construction (Improvements)	Contractor	No. 2 Stone (as needed)	$ 2,000.00	LS	1	$ 100.00	$ 1,900.00	$ 2,000.00
24	Construction (Improvements)	Contractor	Seed/Sod	$ 2,000.00	LS	1	$ 100.00	$ 1,900.00	$ 2,000.00
25	Construction (Improvements)	Contractor	Final Dressing/Recreate Ditchline	$ 15,000.00	LS	1	$ 750.00	$ 14,250.00	$ 15,000.00
26	Construction (Improvements - Materials)	Contractor	Earthwork/Grading	$ 30,000.00	LS	1	$ 1,500.00	$ 28,500.00	$ 30,000.00
27	Construction (Improvements)	Contractor	Haul off Spoils (in pipe area)	$ 30.00	CY	500	$ 750.00	$ 14,250.00	$ 15,000.00
28	Construction (Demolition)	Contractor	Clearing and Grubbing (Arborist)	$ 5,000.00	LS	1	$ 250.00	$ 4,750.00	$ 5,000.00
29	Construction (Improvements)	Contractor	Flume Inlet (concrete)	$ 2,000.00	LS	1	$ 100.00	$ 1,900.00	$ 2,000.00
30	Construction (Improvements)	Contractor	Sawcut and Pavement Repair (Asphalt/Flowable)	$ 7,000.00	LS	1	$ 350.00	$ 6,650.00	$ 7,000.00
31	Construction (Improvements)	Contractor	Silt Fence	$ 5.00	LF	600	$ 150.00	$ 2,850.00	$ 3,000.00
32	Construction (Improvements)	Contractor	Inlet Protections	$ 500.00	EA	8	$ 200.00	$ 3,800.00	$ 4,000.00
33	Construction (Improvements)	Contractor	BMP/Street Cleaning	$ 10,000.00	LS	1	$ 500.00	$ 9,500.00	$ 10,000.00
34	Construction (Improvements)	Contractor	Medium Tree (per LFUCG)	$ 500.00	EA	40	$ 1,000.00	$ 19,000.00	$ 20,000.00
35	Construction (Improvements)	Contractor	Stream Stabilization and Green BMPs (not full stream restoration because not enough space)	$ 100.00	LF	600	$ 3,000.00	$ 57,000.00	$ 60,000.00
								Subtotal	$ 257,450.00
36	Other (Miscellaneous) Costs								
37	Other (Miscellaneous) Costs	Contractor	Mobilization & Demobilization (6.5%)	$ 20,309.25	LS	1.0	$ -	$ 20,309.25	$ 20,309.25
38	Other (Miscellaneous) Costs	Project Manager	Project Management Fees (10%)	$ 31,245.00	LS	1.0		$ 31,245.00	$ 31,245.00
39	Other (Miscellaneous) Costs	Project Manager	Contingency (10%)	$ 31,245.00	LS	1.0	$ 11,250.00	$ 19,995.00	$ 31,245.00
40						TOTAL PROJECT BUDGET:	$ 79,122.50	$ 316,126.75	$ 395,249.25
41							ORGANIZATION SHARE 20.0%	GRANT SHARE 80.0%	
42			*COST SHARE % = 20.02%			OK			
43									

FIGURE 1 – MAP OF PROJECT AREA AT UNIVERSITY COURT (FROM APPLICATION)



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $316,126.75.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to University of Kentucky Research Foundation, for a stormwater quality project.

Section 2 – That an amount, not to exceed $316,126.75, be and hereby is approved for payment to University of Kentucky Research Foundation, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0142-24:EPT:4884-0455-2101, v. 1

RESOLUTION NO. 076 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $316,126.75.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to University of Kentucky Research Foundation, for a stormwater quality project.

Section 2 – That an amount, not to exceed $316,126.75, be and hereby is approved for payment to University of Kentucky Research Foundation, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0142-24:EPT:4884-0455-2101, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 12th day of March, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$316,126.75** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **UNIVERSITY COURT, LEXINGTON, KENTUCKY 40503** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to

design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall

be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator

with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining

Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government 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 Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, as of the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Mackenzie Seek

Deputy CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION
500 SOUTH LIMESTONE
109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

BY: Kim C. Carter 1/3/2024 VLT

NAME: Kim C. Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim C Carter, as the duly authorized representative for and on behalf of UKRF, on this the 8th day of January, 2024.

My commission expires: 9/8/26.

JUDY STIVERS DUNCAN NOTARY PUBLIC COMM. # KYNP57535 MY COMMISSION EXPIRES SEPTEMBER 08, 2026 COMMONWEALTH OF KENTUCKY

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
University of Kentucky Research Foundation (UKRF)

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Project Manager:
Britney Ragland
859-257-4172 (phone)
britney.ragland@uky.edu (email)

Project Site Location & Property Owner:
University of Kentucky
University Court
1000 1500 Nicholasville Road
Lexington, KY 40503
PVA: 94018930

Project Team:
Central Baptist Hospital
Neighbor Property Owners

Design Engineering Firm:
Abbie Jones Consulting
1022 Fontaine Road
Lexington, KY 40502
859-559-3443 (phone)
Abbie Jones, P.E. (Engineer of Record)
abbie@abbie-jones.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on University Court, Lexington, Kentucky 40503 owned by the University of Kentucky. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The overall purpose of this project is to incorporate water quality and quantity controls by reducing roadway flooding, adding tree canopy, and stream stabilization/naturalization work on a blue-line stream at University Court.

Project Elements

A. Stream Stabilization/Naturalization – the proposed project will provide stabilization and greening (approximately 600 LF) to a channelized blue-line stream. The vision is to remove asphalt (accrued sedimentation), remove invasive species, provide native species, and provide positive drainage with small "pools" or "steps" in the narrow areas.

B. New detention & infiltration area – The project will install small detention areas along the University Court that would function as a long-term sediment pond.

C. Tree canopy – The addition of forty (40) new medium-size trees (approx. 16,000 SF) will be installed to provide a significant tree canopy in this area.

D. Stormwater Education – As part of the Fall and Spring 24 semesters, the Civil Engineering students will review the design (Spring 24) and construction (Fall 24); and the Landscape Architecture students will select the tree species and oversee installation by the contractor (Fall 24).

1) STORMWATER CONTROL FACILITIES DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

  i) Prior to the start of design
  ii) At the completion of approximately 50% design
  iii) At the 95% completion of the design documents

  The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.

- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) STORMWATER CONTROL FACILITIES CONSTRUCTION:

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**
- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
   - Existing condition photographs

2. The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3. If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4. If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by

LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall verify the need and ensure all permits are received *(e.g.,* local, FEMA, Army Corp, DOW, etc.) prior to any work.

2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.

3. Encroachment agreements shall be obtained when working within any private utility areas.

4. An Inspection, Operation, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

5. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

6. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.02% cost share offered in the application (approximately $79,112.50).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	February 2024
Kick-off	March 2024
Design Documents	April 2024 – June 2024
Permitting	June 2024 – September 2024
Construction	September 2024 – December 2024
Project Closeout / Final Report to LFUCG	December 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase:	**$ 55,000.00**
2. Construction Phase and other items:	**$ 340,249.25**
TOTAL PROJECT COSTS:	**$ 395,249.25**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 316,126.75 (not-to-exceed)
Estimated Cost Share	$ 79,122.50
Est. Total Project Cost	**$ 395,249.25**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

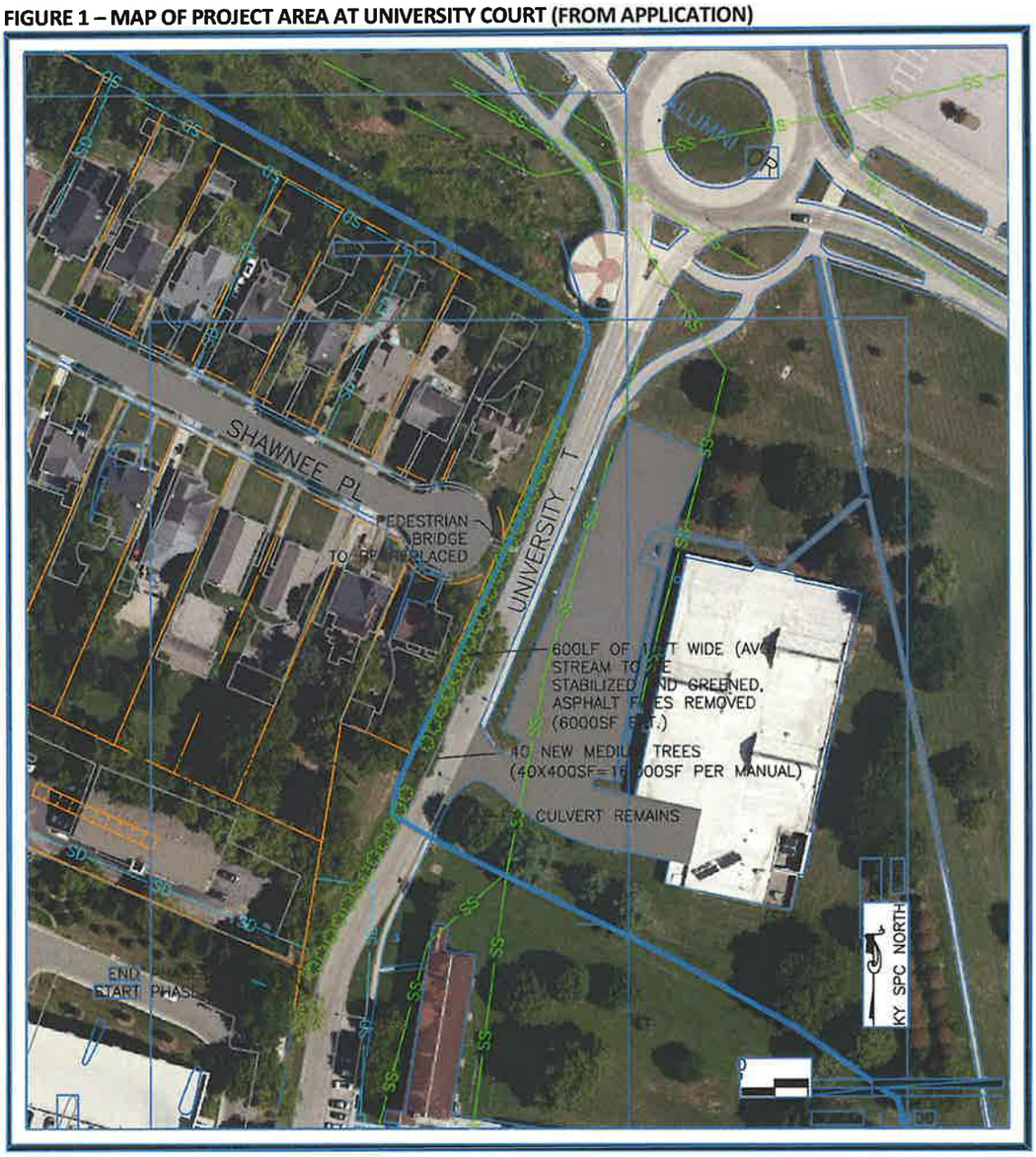
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

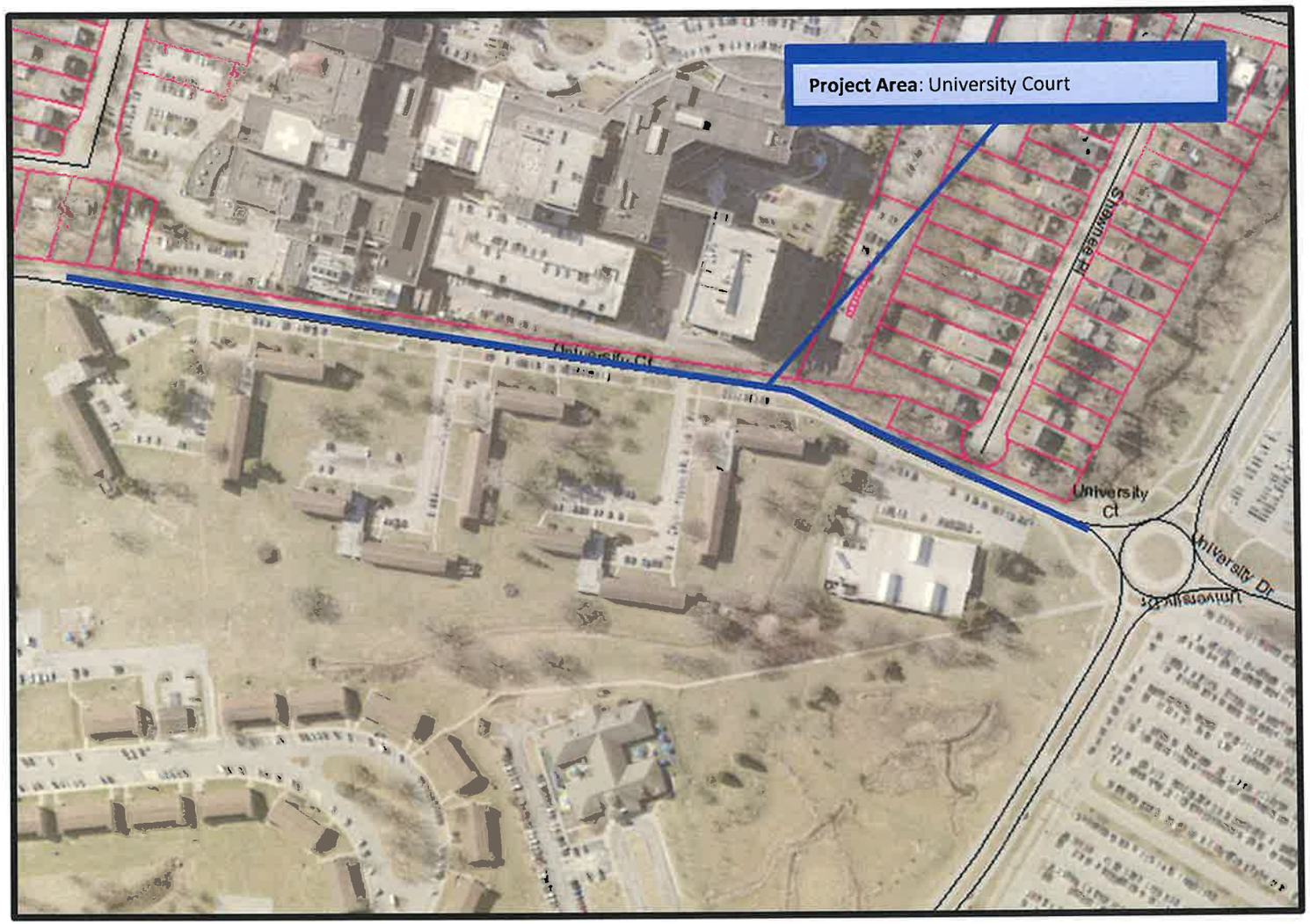
TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design - Site/Civil Related Services	Consultant	Project Administration-UKY	$ 20,000.00	LS	1.0	$ 20,000.00	$ -	$ 20,000.00
3	Design - Site/Civil Related Services	Consultant	Plan Development-UKY	$ 9,000.00	LS	1.0	$ 9,000.00	$ -	$ 9,000.00
4	Design - Site/Civil Related Services	Consultant	Contract Documents	$ 20,000.00	LS	1.0	$ 20,000.00	$ -	$ 20,000.00
5	Design - Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	$ 6,000.00	LS	1.0	$ 6,000.00	$ -	$ 6,000.00
6								Subtotal	$ 55,000.00
7	**Construction**								
8	Construction	Contractor	Construction Staking	$ 4,000.00	LS	1	$ 200.00	$ 3,800.00	$ 4,000.00
9	Construction (Improvements)	Contractor	Safety	$ 2,500.00	LS	1	$ 125.00	$ 2,375.00	$ 2,500.00
10	Construction (Improvements)	Contractor	Supervisor	$ 10,000.00	LS	1	$ 500.00	$ 9,500.00	$ 10,000.00
11	Construction (Improvements)	Contractor	Bond	$ 2,750.00	LS	1	$ 137.50	$ 2,612.50	$ 2,750.00
12	Construction	Contractor	Maintenance of Traffic	$ 10,000.00	LS	1	$ 500.00	$ 9,500.00	$ 10,000.00
13	Construction (Improvements)	Contractor	Utilities Allowance	$ 5,000.00	LS	1	$ 250.00	$ 4,750.00	$ 5,000.00
14	Construction (Improvements)	Contractor	Remove Concrete Apron	$ 500.00	LS	1	$ 25.00	$ 475.00	$ 500.00
15	Construction (Improvements)	Contractor	Remove Headwall	$ 500.00	EA	1	$ 25.00	$ 475.00	$ 500.00
16	Construction (Improvements)	Contractor	Remove Metal Bridge	$ 2,000.00	EA	1	$ 100.00	$ 1,900.00	$ 2,000.00
17	Construction (Improvements)	Contractor	Sloped End Headwall	$ 3,500.00	EA	2	$ 350.00	$ 6,650.00	$ 7,000.00
18	Construction (Improvements)	Contractor	36" RCP and bedding stone	$ 150.00	LF	8	$ 60.00	$ 1,140.00	$ 1,200.00
19	Construction (Improvements)	Contractor	Storm Manhole	$ 5,000.00	EA	4	$ 1,000.00	$ 19,000.00	$ 20,000.00
20	Construction (Improvements)	Contractor	Handrail for new ped bridge	$ 2,500.00	LS	1	$ 125.00	$ 2,375.00	$ 2,500.00
21	Construction (Improvements)	Contractor	Replace metal ped bridge after construction	$ 2,500.00	LS	1	$ 125.00	$ 2,375.00	$ 2,500.00
22	Construction (Improvements)	Contractor	Surface Inlet Type 'B' (DBI)	$ 4,000.00	EA	3	$ 600.00	$ 11,400.00	$ 12,000.00
23	Construction (Improvements)	Contractor	No. 2 Stone (as needed)	$ 2,000.00	LS	1	$ 100.00	$ 1,900.00	$ 2,000.00
24	Construction (Improvements)	Contractor	Seed/Sod	$ 2,000.00	LS	1	$ 100.00	$ 1,900.00	$ 2,000.00
25	Construction (Improvements)	Contractor	Final Dressing/Recreate Ditchline	$ 15,000.00	LS	1	$ 750.00	$ 14,250.00	$ 15,000.00
26	Construction (Improvements - Materials)	Contractor	Earthwork/Grading	$ 30,000.00	LS	1	$ 1,500.00	$ 28,500.00	$ 30,000.00
27	Construction (Improvements)	Contractor	Haul off Spoils (in pipe area)	$ 30.00	CY	500	$ 750.00	$ 14,250.00	$ 15,000.00
28	Construction (Demolition)	Contractor	Clearing and Grubbing (Arborist)	$ 5,000.00	LS	1	$ 250.00	$ 4,750.00	$ 5,000.00
29	Construction (Improvements)	Contractor	Flume Inlet (concrete)	$ 2,000.00	LS	1	$ 100.00	$ 1,900.00	$ 2,000.00
30	Construction (Improvements)	Contractor	Sawcut and Pavement Repair (Asphalt/Flowable)	$ 7,000.00	LS	1	$ 350.00	$ 6,650.00	$ 7,000.00
31	Construction (Improvements)	Contractor	Silt Fence	$ 5.00	LF	600	$ 150.00	$ 2,850.00	$ 3,000.00
32	Construction (Improvements)	Contractor	Inlet Protections	$ 500.00	EA	8	$ 200.00	$ 3,800.00	$ 4,000.00
33	Construction (Improvements)	Contractor	BMP/Street Cleaning	$ 10,000.00	LS	1	$ 500.00	$ 9,500.00	$ 10,000.00
34	Construction (Improvements)	Contractor	Medium Tree (per LFUCG)	$ 500.00	EA	40	$ 1,000.00	$ 19,000.00	$ 20,000.00
35	Construction (Improvements)	Contractor	Stream Stabilization and Green BMPs (not full stream restoration because not enough space)	$ 100.00	LF	600	$ 3,000.00	$ 57,000.00	$ 60,000.00
								Subtotal	$ 257,450.00
36	**Other (Miscellaneous) Costs**								
37	Other (Miscellaneous) Costs	Contractor	Mobilization & Demobilization (6.5%)	$ 20,309.25	LS	1.0	$ -	$ 20,309.25	$ 20,309.25
38	Other (Miscellaneous) Costs	Project Manager	Project Management Fees (10%)	$ 31,245.00	LS	1.0		$ 31,245.00	$ 31,245.00
39	Other (Miscellaneous) Costs	Project Manager	Contingency (10%)	$ 31,245.00	LS	1.0	$ 11,250.00	$ 19,995.00	$ 31,245.00
40						TOTAL PROJECT BUDGET:	$ 79,122.50	$ 316,126.75	$ 395,249.25
41							ORGANIZATION SHARE	GRANT SHARE	
42			*COST SHARE % = 20.02% OK				20.0%	80.0%	
43									

FIGURE 1 – MAP OF PROJECT AREA AT UNIVERSITY COURT (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



University of Kentucky Research Foundation

ATTACHMENT B
TO FY 2024 CLASS B INFRASTRUCTURE GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

PROPERTY LEGAL DESCRIPTION:
_____
_____
_____
_____
_____

SAMPLE

STORMWATER CONTROL FACILITIES DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class _BI_

1. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
2. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
3. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
4. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
5. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>

[1] Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.
[2] Placement in Service Month is the month the facility goes into service.
[3] Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, _____<property owner name>_____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **_____<property owner name>_____** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

   On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

10. Agrees that in the event the <property owner name>, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, <property owner name>, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

SAMPLE

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	-
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	3.33%	-	-	-	-	-
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5%	22.5%	17.5%	12.5%	7.5%	2.5%

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

SAMPLE

_____

Linda Gorton, Mayor

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

SAMPLE

Prepared by:

_____

Evan P. Thompson, Attorney Senior
LFUCG – Department of Law
200 East Main Street
Lexington, KY 40507
(859) 258-3500

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0143-24

File ID:	0143-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	042-2024	**In Control:**	Urban County Council
				File Created:	01/31/2024
File Name:	LFUCG Streetfest Encroachment			**Final Action:**	03/07/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute and submit an application for an Encroachment Permit to the Ky. Transportation Cabinet, to allow for the closure of Oliver Lewis Way for StreetFest, at no cost to the Urban County Government. [Div. of Environmental Services, Carey]

Notes: In office 1/31/2024. MS

Signed and filed in the CCO. 3/18/2024. MS

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	bluesheet memo KYTC Encroachment Permit App StreetFest, LFUCG Streetfest Application for Encroachment Permit, 0143-24- StreetFest Road Closure App to KYTC 4872-8919-4917 v.1.docx, R-077-2024, Contract # 042-2024	**Enactment Number:**	R-077-2024
Deed #:		**Hearing Date:**	
Drafter:	Crystal Williams Goodwin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0143-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute and submit an application for an Encroachment Permit to the Ky. Transportation Cabinet, to allow for the closure of Oliver Lewis Way for StreetFest, at no cost to the Urban County Government. [Div. of Environmental Services, Carey]

Summary

Authorization to sign the Kentucky Transportation Cabinet (KYTC) Application for Encroachment Permit for the closure of Oliver Lewis Way for StreetFest to be held on May 11, 2024. No Budgetary impact. (L0143-24) (Carey/Albright)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes Completed by Evan Thompson 1/31/2024

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact: $/

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: January 29, 2024

SUBJECT: Encroachment Permit Application for Streetfest

Request
The purpose of this memorandum is to request Council authorization for the Mayor to sign the Kentucky Transportation Cabinet (KYTC) Application for Encroachment Permit for the closure of Oliver Lewis Way for StreetFest to be held on May 11, 2024.

Why are you requesting?
StreetFest is an annual street event celebrating alternative modes of transportation. The event allows the public to walk, bike, and skate in the road as a way to encourage and promote different modes of transportation in Lexington. During the event, Oliver Lewis Way will be closed off to motor vehicle traffic. Oliver Lewis Way is a state-maintained road, and KYTC requires an encroachment permit in order to close this road.

What is the cost in this budget year and future budget years?
N/A

Are the funds budgeted?
N/A

File Number: 0143-24

Director / Commissioner: Carey / Albright

KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 10/2020

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT LFUCG	**ADDRESS** 200 E Main Street		
EMAIL jmaugans@lexingtonky.gov	**CITY** Lexington	**STATE** KY	**ZIP** 40507
CONTACT NAME 1 Julia Maugans	**EMAIL** jmaugans@lexingtonky.gov	**PHONE #** **CELL #** (859) 280-8514	
CONTACT NAME 2 (*if applicable*)	**EMAIL**	**PHONE #** **CELL #**	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Oliver Lewis Way	**CITY** Lexington		**STATE** Kentucky	**ZIP** 40507
COUNTY Fayette	**ROUTE #** KY922	**MILE POINT** 0.000 to 0.509	**LONGITUDE** (*X*) -84.508837	**LATITUDE** (*Y*) 38.045853

ADDITIONAL LOCATION INFORMATION:
Oliver Lewis Way from S Broadway to W High Street

FOR KYTC USE ONLY

PERMIT TYPE: ☐ Air Right ☐ Entrance ☐ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☐ by Permit **LOCATION:** ☐ Left ☐ Right ☐ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

The City of Lexington and the Lexington Area Metropolitan Planning Organization are planning to host StreetFest as part of Lexington's Bike Month. This will be the second annual event celebrating spring, physical activity and streets as shared, public spaces on Saturday, May 11 from 10am-12pm. We plan to close down Oliver Lewis Way from Broadway to High Street, creating a car-free loop, and invite residents to bike, skate, scoot or walk. Anticipated attendance is 400 people or more. Part of the reason this segment of roadway was selected is because it is a one-mile loop and no private access points are involved.

The road closure is planned to take place from 8am to 1pm. The Lexington Police Department is handling traffic control.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

_____ _____
SIGNATURE **DATE**

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. **INDEMNITY:**

- **A.** PERFORMANCE BOND: The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
- **B.** PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
- **C.** LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
- **D.** It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

UTILITY

NAME (Utility Representative)

TITLE (Utility Representative)

SIGNATURE (Utility Representative)

DATE

Kentucky 811 Know what's below. Call before you dig.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT AN APPLICATION FOR AN ENCROACHMENT PERMIT TO THE KENTUCKY TRANSPORTATION CABINET, TO ALLOW FOR THE CLOSURE OF OLIVER LEWIS WAY FOR STREETFEST, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute and submit an Application for an Encroachment Permit, which is attached hereto and incorporated herein by reference, to the Kentucky Transportation Cabinet, to allow for the closure of Oliver Lewis Way for StreetFest, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0143-24:EPT:4872-8919-4917, v. 1

RESOLUTION NO. 077 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT AN APPLICATION FOR AN ENCROACHMENT PERMIT TO THE KENTUCKY TRANSPORTATION CABINET, TO ALLOW FOR THE CLOSURE OF OLIVER LEWIS WAY FOR STREETFEST, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute and submit an Application for an Encroachment Permit, which is attached hereto and incorporated herein by reference, to the Kentucky Transportation Cabinet, to allow for the closure of Oliver Lewis Way for StreetFest, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0143-24:EPT:4872-8919-4917, v. 1

R-077-2024
Contract #042-2024

KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 10/2020
Page 1 of 4

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT LFUCG	**ADDRESS** 200 E Main Street		
EMAIL jmaugans@lexingtonky.gov	**CITY** Lexington	**STATE** KY	**ZIP** 40507
CONTACT NAME 1 Julia Maugans	**EMAIL** jmaugans@lexingtonky.gov	**PHONE #**	
		CELL # (859) 280-8514	
CONTACT NAME 2 (*if applicable*)	**EMAIL**	**PHONE #**	
		CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Oliver Lewis Way	**CITY** Lexington		**STATE** Kentucky	**ZIP** 40507
COUNTY Fayette	**ROUTE #** KY922	**MILE POINT** 0.000 to 0.509	**LONGITUDE** (*X*) -84.508837	**LATITUDE** (*Y*) 38.045853

ADDITIONAL LOCATION INFORMATION:
Oliver Lewis Way from S Broadway to W High Street

FOR KYTC USE ONLY

PERMIT TYPE: ☐ Air Right ☐ Entrance ☐ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☐ by Permit **LOCATION:** ☐ Left ☐ Right ☐ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

The City of Lexington and the Lexington Area Metropolitan Planning Organization are planning to host StreetFest as part of Lexington's Bike Month. This will be the second annual event celebrating spring, physical activity and streets as shared, public spaces on Saturday, May 11 from 10am-12pm. We plan to close down Oliver Lewis Way from Broadway to High Street, creating a car-free loop, and invite residents to bike, skate, scoot or walk. Anticipated attendance is 400 people or more. Part of the reason this segment of roadway was selected is because it is a one-mile loop and no private access points are involved.

The road closure is planned to take place from 8am to 1pm. The Lexington Police Department is handling traffic control.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

Linda Horton
SIGNATURE

3/18/2024
DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. **INDEMNITY:**
   - **A.** PERFORMANCE BOND: The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
   - **B.** PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
   - **C.** LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
   - **D.** It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 10/2020

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 10/2020

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

_____
UTILITY

_____ _____
NAME (Utility Representative) TITLE (Utility Representative)

_____ _____
SIGNATURE (Utility Representative) DATE

Kentucky 811 Know what's below. Call before you dig.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0145-24

File ID:	0145-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/01/2024
File Name:	FLSA Evaluation- Solids Processing Supervisor			**Final Action:**	03/07/2024

Title: An Ordinance amending the authorized strength by abolishing two (2) classified positions of Solids Processing Supervisor, Grade 519E, and creating two (2) classified positions of Solids Processing Supervisor, Grade 519N, in the Div. of Water Quality, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective the first payroll Monday following passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Bluesheet Memo 24-0035, From To 24.0035, ORD 0145-24 4888-9131-6642 v.1.docx, O-028-2024	**Enactment Number:**	O-028-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0145-24

Title

An Ordinance amending the authorized strength by abolishing two (2) classified positions of Solids Processing Supervisor, Grade 519E, and creating two (2) classified positions of Solids Processing Supervisor, Grade 519N, in the Div. of Water Quality, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt;

transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective the first payroll Monday following passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish two exempt positions and create two non-exempt positions in the Division of Water Quality, effective the first payroll Monday following passage of Council.

(L0145-24) (George/Hamilton)

Budgetary Implications: No

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted:

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: February 1, 2024

SUBJECT: **FLSA Evaluation: Solids Processing Supervisor change from Exempt to Non-Exempt**

Request:
Council authorization is requested to abolish two exempt positions and create two non-exempt positions in the Division of Water Quality, effective the first payroll Monday following passage of Council.

Why are you requesting:
At the request of the Division of Water Quality, the Division of Human Resources performed a FLSA evaluation for the Solids Processing Supervisor positions. The Division of Human Resources has determined that the following classification and the incumbents will change from exempt status to non-exempt status, in accordance with the U.S. Department of Labor FLSA regulations.

Division	Employee Name	Current Grade	New Grade
Solids Processing Supervisor West Hickman	Larry Hamilton	519E	519N
Solids Processing Supervisor Town Branch	James Anderson	519E	519N

What is the cost in this budget year and future budget year?
While the base salaries remain the same, there may be a potential fiscal impact due to the fact that these employees will become eligible for overtime pay.

File Number: 0145-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 2/2/2024

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Water Quality (340)							
340.063	2	778	519E	Solids Processing Supervisor	-----	Larry Hamilton	$2,232.08/biweekly
					-----	James Anderson	$2,851.44/biweekly

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Water Quality (340)							
340.063	2	778	519N	Solids Processing Supervisor	-----	Larry Hamilton	$27.901/hourly
					-----	James Anderson	$35.643/hourly

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF SOLIDS PROCESSING SUPERVISOR, GRADE 519E, AND CREATING TWO (2) CLASSIFIED POSITIONS OF SOLIDS PROCESSING SUPERVISOR, GRADE 519N, IN THE DIVISION OF WATER QUALITY, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE THE FIRST PAYROLL MONDAY FOLLOWING PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

340.063	2	778	519N	Solids Processing Supervisor

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to a non-exempt position as follows:

Larry Hamilton, from Solids Processing Supervisor, Grade 519E, at $2,232.08 biweekly, to Solids Processing Supervisor, Grade 519N, at $27.901 hourly.

James Anderson, from Solids Processing Supervisor, Grade 519E, at $2,851.44 biweekly, to Solids Processing Supervisor, Grade 519N, at $35.643 hourly.

Section 3 – That this Ordinance shall become effective the first payroll Monday following the passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0145-24:GET:4888-9131-6642, v. 1

ORDINANCE NO. 028 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF SOLIDS PROCESSING SUPERVISOR, GRADE 519E, AND CREATING TWO (2) CLASSIFIED POSITIONS OF SOLIDS PROCESSING SUPERVISOR, GRADE 519N, IN THE DIVISION OF WATER QUALITY, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE THE FIRST PAYROLL MONDAY FOLLOWING PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

340.063	2	778	519N	Solids Processing Supervisor

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to a non-exempt position as follows:

Larry Hamilton, from Solids Processing Supervisor, Grade 519E, at $2,232.08 biweekly, to Solids Processing Supervisor, Grade 519N, at $27.901 hourly.

James Anderson, from Solids Processing Supervisor, Grade 519E, at $2,851.44 biweekly, to Solids Processing Supervisor, Grade 519N, at $35.643 hourly.

Section 3 – That this Ordinance shall become effective the first payroll Monday following the passage of Council.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: March 14, 2024-1t
0145-24:GET:4888-9131-6642, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $17,500 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF STREETS AND ROADS, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0028.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $17,500 to provide funds for Council Capital projects in the Division of Streets and Roads:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount $17,500 to provide funds for Council Capital projects in the Division of Streets and Roads, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0028 attached hereto and incorporated herein by reference.

Section 3 - That this Ordinance shall become effective on the date of its passage.

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 **SCHEDULE NO: 0028**

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST
144807	COUNCIL OFFICE			11/28/2023	TO PROVIDE FUNDS FOR COUNCIL PROJECTS IN THE DIVISION OF STREETS AND ROADS FOR PAVING OF MADDOX LANE.
		1105-121002-1012-91715	17,500.00 CR		DECREASE FUNDS FOR CONSTRUCTION-STREET
		1105-303301-0001-93011	17,500.00		PROVIDE FUNDS FOR STREET-PAVING/RESURFACING
			0.00	1105	GENERAL FUND CAPITAL PROJECTS

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
11/22/2023

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0148-24

File ID:	0148-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	028-2024	**In Control:**	Urban County Council
				File Created:	02/01/2024
File Name:	Statement of Work- I/O Solutions			**Final Action:**	02/15/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for testing applicants with the Div. of Fire and Emergency Services for Recruit Firefighter positions, at a cost not to exceed $3,000, effective upon passage of Council. [Div. of Human Resources, George]

Notes: Stamped and filed in the CCO. REturned to Alana Morton 2/20/2024. MS

Sponsors:		**Enactment Date:**	02/15/2024
Attachments:	Bluesheet Memo 24-0036, Contract, 148-24 4856-7079-5683 v.1.docx, R-065-2024, Contract #028-2024, Contract #028-2024	**Enactment Number:**	R-065-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0148-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for testing applicants with the Div. of Fire and Emergency Services for Recruit Firefighter positions, at a cost not to exceed $3,000, effective upon passage of Council. [Div. of Human Resources,

George]

Summary

Authorization to execute a Statement of Work Agreement with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions at a cost not to exceed $3,000. Funds are Budgeted. (L0148-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 2/2/2024

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101-160502-1823-71299

This Fiscal Year Impact: $3,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $15,814.00

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: February 1, 2024

SUBJECT: **Statement of Work – I/O Solutions, Inc.**

Request:
Council authorization is requested to execute a Statement of Work Agreement with I/O Solutions, Inc. for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions.

What is the cost in this budget year and future budget year?
The cost is not to exceed $3,000 and will be funded from the division's Professional Services/Fire account (1101-160502-1823-71299).

File Number: 0148-24

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Statement of Work

Client: Lexington, KY
Project Title: National Firefighter Selection Inventory (NFSI)
Date: January 30th, 2024
Test Administration Date(s): February 21st, 2024

The purpose of this document is to describe the services and materials that will be provided and to document their associated costs. The table on the following page will describe the associated costs. Should any work be needed outside of the scope described herein, IOS and the client will discuss the modifications and any associated pricing change. Any changes must be mutually acceptable to the Client and IOS.

Usage and Lease of IOS Examinations – Services Included in Price:
As part of the lease for each order placed with IOS, the Agency will receive test results. The lease price of the examination includes the following services in addition to test results.

The following services are included in the price of the per test fee:

1. *Web-based Testing Application Access*: The client and their candidates will have access to IOS' proprietary Web-based testing system (PS3). Candidates will be able to test on IOS' secure testing platform. The client will have access to a client portal to run results and manage exams.

2. *IT Support and System Maintenance**: Our IT department is continually monitoring system performance to ensure that all data is recorded and encrypted. We provide full technical support to clients to address any issues or questions related to the PS3 system and testing candidates.

3. *Data Scoring*: Data is scored by our proprietary algorithms and verified for accuracy by test scoring specialists. Online exam scoring is continually monitored to ensure accuracy of scoring algorithms.

4. *Scoring Report Generation**: Scoring reports will be accessible to the clients through the client portal on the PS3 system. Several reporting options, such as overall score reporting, score breakdown reporting. More detailed candidate feedback reports are available upon on request.

@Home Administration Services: These services are for the administration, coordination and lease of software for @home testing.

1. *IOS @Home testing software for candidates:* IOS proprietary software will be provided to each candidate. This software established a secure testing environment on the candidate's computer. The software access IOS' PS3 web-based testing platform, so an internet connection is still required.

2. *Candidate Technical Support*: IOS provide candidate technical support for the installation and troubleshooting of our testing software.

3.Candiate Scheduling: IOS' staff will coordinate all materials necessary for testing with candiates, and will coordinate and schedule testig dates and time with candiates.

4. *Test Proctoring*: IOS will proctor each test administation through video monitoing. An IOS staff member will monitor all test candiates in a session for the duration of the examination. We anticpate 10 to 15 candidates per proctor per session.

@Home Test Session Cost Structure

Applicant Size	*Cost per Session*	**Maximum number of Test Sessions, based off a maximum 15 candidate per session**
1-100	$450	7
101-250	$400	17
251-600	$350	40
601+	$300	67

**Costs listed above do not include exam fee*

Lexington, KY		
Project Component	Description	Cost
@Home Entry Law Enforcement Examination	National Firefighter Selection Inventory (NFSI)	$25.00*
@Home Administration Fee	Administration Fee	$450.00**
	*Cost above will be invoiced per test taker **Cost above will be invoiced per test session offered	

Authorizations

Acceptance by Client:
I acknowledge that I have reviewed this Statement of Work and hereby authorize IOS and its representatives to commence work on the project components as described herein.

_____
Signature of Authorized Agent

_____
Title of Authorized Agent

_____
Date

Acceptance by IOS:
IOS agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.

_____
Signature of Authorized Agent

_____
Title of Authorized Agent

_____
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF WORK WITH INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC. (I/O SOLUTIONS) FOR TESTING APPLICANTS WITH THE DIVISION OF FIRE AND EMERGENCY SERVICES FOR RECRUIT FIREFIGHTER POSITIONS, AT A COST NOT TO EXCEED $3,000.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with I/O Solutions, Inc., which is attached hereto and incorporated herein by reference, for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions, at a cost not to exceed $3,000.00.

Section 2 – That an amount, not to exceed the sum of $3,000.00, be and hereby is approved for payment to I/O Solutions, Inc., from account # 1101–160502–71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
148-24: GET, 4856-7079-5683, v. 1

RESOLUTION NO. 065 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF WORK WITH INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC. (I/O SOLUTIONS) FOR TESTING APPLICANTS WITH THE DIVISION OF FIRE AND EMERGENCY SERVICES FOR RECRUIT FIREFIGHTER POSITIONS, AT A COST NOT TO EXCEED $3,000.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with I/O Solutions, Inc., which is attached hereto and incorporated herein by reference, for testing applicants with the Division of Fire and Emergency Services for Recruit Firefighter positions, at a cost not to exceed $3,000.00.

Section 2 – That an amount, not to exceed the sum of $3,000.00, be and hereby is approved for payment to I/O Solutions, Inc., from account # 1101–160502–71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

148-24: GET, 4856-7079-5683, v. 1

Resolution #065-2024
Contract #028-2024

Statement of Work

Client: Lexington, KY
Project Title: National Firefighter Selection Inventory (NFSI)
Date: January 30th, 2024
Test Administration Date(s): February 21st, 2024

The purpose of this document is to describe the services and materials that will be provided and to document their associated costs. The table on the following page will describe the associated costs. Should any work be needed outside of the scope described herein, IOS and the client will discuss the modifications and any associated pricing change. Any changes must be mutually acceptable to the Client and IOS.

Usage and Lease of IOS Examinations – Services Included in Price:
As part of the lease for each order placed with IOS, the Agency will receive test results. The lease price of the examination includes the following services in addition to test results.

The following services are included in the price of the per test fee:

1. *Web-based Testing Application Access*: The client and their candidates will have access to IOS' proprietary Web-based testing system (PS3). Candidates will be able to test on IOS' secure testing platform. The client will have access to a client portal to run results and manage exams.

2. *IT Support and System Maintenance**: Our IT department is continually monitoring system performance to ensure that all data is recorded and encrypted. We provide full technical support to clients to address any issues or questions related to the PS3 system and testing candidates.

3. *Data Scoring*: Data is scored by our proprietary algorithms and verified for accuracy by test scoring specialists. Online exam scoring is continually monitored to ensure accuracy of scoring algorithms.

4. *Scoring Report Generation**: Scoring reports will be accessible to the clients through the client portal on the PS3 system. Several reporting options, such as overall score reporting, score breakdown reporting. More detailed candidate feedback reports are available upon on request.

@Home Administration Services: These services are for the administration, coordination and lease of software for @home testing.

1. *IOS @Home testing software for candidates:* IOS proprietary software will be provided to each candidate. This software established a secure testing environment on the candidate's computer. The software access IOS' PS3 web-based testing platform, so an internet connection is still required.

2. *Candidate Technical Support*: IOS provide candidate technical support for the installation and troubleshooting of our testing software.

3.Candiate Scheduling: IOS' staff will coordinate all materials necessary for testing with candiates, and will coordinate and schedule testig dates and time with candiates.

4. *Test Proctoring*: IOS will proctor each test administation through video monitoing. An IOS staff member will monitor all test candiates in a session for the duration of the examination. We anticpate 10 to 15 candidates per proctor per session.

@Home Test Session Cost Structure

Applicant Size	***Cost per Session***	**Maximum number of Test Sessions, based off a maximum 15 candidate per session**
1-100	$450	7
101-250	$400	17
251-600	$350	40
601+	$300	67

**Costs listed above do not include exam fee*

Lexington, KY		
Project Component	Description	Cost
@Home Entry Law Enforcement Examination	National Firefighter Selection Inventory (NFSI)	$25.00*
@Home Administration Fee	Administration Fee	$450.00**
	*Cost above will be invoiced per test taker **Cost above will be invoiced per test session offered	

Authorizations

Acceptance by Client:
I acknowledge that I have reviewed this Statement of Work and hereby authorize IOS and its representatives to commence work on the project components as described herein.

Linda Gorton
Signature of Authorized Agent

Mayor
Title of Authorized Agent

2/20/2024
Date

Acceptance by IOS:
IOS agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.

Signature of Authorized Agent

Client Services Project Manager
Title of Authorized Agent

1/31/2024
Date

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
EXPERTS IN THE SCIENCE OF PUBLIC SAFETY SELECTION

R-065-2024
Contract #028-2024

Statement of Work

Client: Lexington-Fayette Urban County Government Police Department

Project Title: 2024 Job Analyses, Written Exams, and Assessment Centers

The purpose of this document is to describe the components of the project that will be performed and to document the associated costs. The tables on the following pages will describe the anticipated project steps and associated costs. Should any component of the project need to be modified, IOS will contact the client and explain the required modification and any associated pricing change. Any future change in the proposed project must be mutually acceptable to the Client and IOS.

I/O Solutions will submit invoices upon completion of each line item (invoicing will not begin until after July 1, 2024). Project expenses (e.g., travel-related costs) will be billed as incurred, and may exceed the estimated costs, in some cases.

Job Analysis:

Police Sergeant

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Job Analysis	***20***	***19***	***0***	***5***	**$6,985**
Incumbent interviews/observations	10				
Develop and distribute job analysis questionnaire	3	9			
Analyze JAQ and prepare JTA results	7	10		5	
Project Expenses					**$910**
Consultant travel-related costs					
TOTAL PROJECT INVESTMENT					$7,895

Police Lieutenant

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Job Analysis	***20***	***19***	***0***	***5***	**$6,985**
Incumbent interviews/observations	10				
Develop and distribute job analysis questionnaire	3	9			
Analyze JAQ and prepare JTA results	7	10		5	
Project Expenses					**$910**
Consultant travel-related costs					
TOTAL PROJECT INVESTMENT					$7,895

Schedule of Hourly Rates - IOS 2024

Category	***Rate***
Consultant/Industrial Psychologist	$230/hour
Consulting Associate	$115/hour
Technical Writer	$85/hour
Administrative Assistant	$40/hour

Written Exams:

Police Sergeant (Estimated 70 candidates)

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Written Examination	***13***	***4***	***59***	***0***	**$8,465**
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	1				
Draft 125 multiple choice questions based on exam plan.	2		45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	3		6		
Administer examination on-site.	4				
Score exam.	2	2			
Assist in designing/coordinating appeals process and respond to candidate appeals.	1	2	8		
Project Expenses					**$910**
Consultant travel-related costs		$910			
TOTAL PROJECT INVESTMENT					$9,375

Police Lieutenant (Estimated 20 candidates)

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Written Examination	***13***	***3***	***55***	***0***	**$8,010**
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	1				
Draft 125 multiple choice questions based on exam plan.	2		45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	3		6		
Administer examination on-site.	4				
Score exam.	2	2			
Assist in designing/coordinating appeals process and respond to candidate appeals.	1	1	4		
Project Expenses					**$910**
Consultant travel-related costs		$910			
TOTAL PROJECT INVESTMENT					$8,920

Schedule of Hourly Rates - IOS 2024

Category	***Rate***
Consultant/Industrial Psychologist	$230/hour
Consulting Associate	$115/hour
Technical Writer	$85/hour
Administrative Assistant	$40/hour

Sergeant Assessment Center:

Police Sergeant (Estimated 30 candidates)

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Document Review	***3***	***3***	***0***	***0***	**$1,035**
Review of current job analysis.	3	3			
Incumbent interviews to discuss administration, policies and procedures.					
Assessment Center Development	***84***	***25***	***0***	***4***	**$22,355**
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	32				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3	1			
Develop efficient assessment schedule and coordinate needs for assessment site.	3				
Recruit assessors and coordinate travel logistics (estimated 7 assessors to create 3 panels)		12			
Administer the assessment center (estimated 30 candidates: 3 days, 2 staff)	24				
Compile assessment scores and conduct quality controls.	2	2		2	
Develop candidate feedback reports.	2	10		2	
Conduct candidate feedback sessions.	18				
Candidate Orientation Presentation	***6***	***0***	***0***	***0***	**$1,380**
Prepare and deliver a virtual candidate preparation/orientation presentation.	6				
Project Expenses					**$14,540**
Consultant travel-related costs		$4,600			
Assessor travel-related cost		$9,590			
Administrative costs (shipping, freight, printing)		$350			
TOTAL PROJECT INVESTMENT					$39,310

- Estimated travel-related expenses for consultants and assessors have been provided. IOS will work with client to minimize these in any ways possible.
- The client will be responsible for providing a suitable facility for the assessment. IOS estimates that a hotel/convention space will cost approx. $9,100.

Schedule of Hourly Rates - IOS 2024

Category	***Rate***
Consultant/Industrial Psychologist	$230/hour
Consulting Associate	$115/hour
Technical Writer	$85/hour
Administrative Assistant	$40/hour

Lieutenant Assessment Center:

Police Lieutenant (Estimated 15 candidates)

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Document Review	***3***	***3***	***0***	***0***	**$1,035**
Review of current job analysis.	3	3			
Incumbent interviews to discuss administration, policies and procedures.					
Assessment Center Development	***69***	***21***	***0***	***2***	**$18,365**
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	32				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3	1			
Develop efficient assessment schedule and coordinate needs for assessment site.	3				
Recruit assessors and coordinate travel logistics (estimated 7 assessors to create 3 panels)		12			
Administer the assessment center (estimated 15 candidates: 2 days, 2 staff)	20				
Compile assessment scores and conduct quality controls.	1	2		1	
Develop candidate feedback reports.	2	6		1	
Conduct candidate feedback sessions.	8				
Candidate Orientation Presentation	***6***	***0***	***0***	***0***	**$1,380**
Prepare and deliver a virtual candidate preparation/orientation presentation.	6				
Project Expenses					**$11,890**
Consultant travel-related costs		$3,800			
Assessor travel-related cost		$7,840			
Administrative costs (shipping, freight, printing)		$250			
TOTAL PROJECT INVESTMENT					$32,670

- Estimated travel-related expenses for consultants and assessors have been provided. IOS will work with client to minimize these in any ways possible.
- The client will be responsible for providing a suitable facility for the assessment. IOS estimates that a hotel/convention space will cost approx. $6,200.

Schedule of Hourly Rates - IOS 2024

Category	***Rate***
Consultant/Industrial Psychologist	$230/hour
Consulting Associate	$115/hour
Technical Writer	$85/hour
Administrative Assistant	$40/hour

Authorizations:

Acceptance by Client:
I acknowledge that I have reviewed this Statement of Work and hereby authorize I/O Solutions and its representatives to commence work on the project components as described herein.

Linda Gorton
Signature of Authorized Agent

Mayor
Title of Authorized Agent

2/20/2024
Date

Acceptance by IOS:
IOS agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.

Ann Walton
Signature of Authorized Agent

Consulting Manager
Title of Authorized Agent

1/4/24
Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0152-24

File ID:	0152-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	034-2024	**In Control:**	Urban County Council
				File Created:	02/01/2024
File Name:	Masterson Solar			**Final Action:**	03/07/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement (awarded pursuant to RFP No. 2-2024) with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at the Div. of Parks and Recreation Maintenance Building at Masterson Station, at a cost not to exceed $62,853. [Div. of Environmental Services, Carey]

Notes: In office 2/8/2024. MS

Stamped and filed in the CCO. Returned to Crystal Williams Goodwin 3/8/2024. MS

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	bluesheet memo SES Masterson Station Maintenance Facility, RFP-2-2024-Exhibit A, SES-Proposal-Exhibit B, MaintenanceBldg_Location_Map, Professional Services Agreement RFP 2-2024 (law edits) .1 . 4855-0038-1089, 0152-24- Solar Panels at Parks Building 4872-3964-8933 v.1.docx, R-078-2024, Contract #034-2024	**Enactment Number:**	R-078-2024
Deed #:		**Hearing Date:**	
Drafter:	Crystal Williams Goodwin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0152-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

a Professional Services Agreement (awarded pursuant to RFP No. 2-2024) with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at the Div. of Parks and Recreation Maintenance Building at Masterson Station, at a cost not to exceed $62,853. [Div. of Environmental Services, Carey]

Summary

Authorization to execute an Agreement with Solar Energy Solutions, LLC to install a roof-mounted solar photovoltaic system on the Parks Maintenance Building at Masterson Station for an amount not to exceed $62,853. Funds are Budgeted. (L0152-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by Evan Thompson 1/31/2024

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1101-313201-3099-76101

This Fiscal Year Impact: $62,853.00

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $98,142.92

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: February 5, 2024

SUBJECT: Request authorization to execute an agreement with Solar Energy Solutions, LLC for the installation of solar photovoltaics on the Parks Maintenance Building at Masterson Station

---

Request
The purpose of this memorandum is to request Council authorization for the Mayor to execute an agreement with Solar Energy Solutions, LLC to install a roof-mounted solar photovoltaic system on the Parks Maintenance Building at Masterson Station. The amount of the agreement is not-to-exceed $62,853.00.

Why are you requesting?
The selection committee has recommended the selection of Solar Energy Solutions, LLC as the solar installation contractor in response to RFP #2-2024 Solar PV Installation at Parks Maintenance Building. The services procured by this contract support LFUCG's policy on energy efficiency to reduce usage of electricity, lower utility costs, and demonstrate environmental stewardship.

What is the cost in this budget year and future budget years?
The cost for FY24 is not-to-exceed $62,853.00. There will not be any cost in future budget years.

Are the funds budgeted?
The funds are fully budgeted in: 1101-313201-3099-76101

File Number: 0152-24

Director / Commissioner: Carey / Albright

pc: Chris Ford
Monica Conrad

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2024 Solar PV Installation at Parks Maintenance Building** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 30, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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 LFUCG 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.

Pre-proposal meeting is scheduled for January 16, 2024, 1:00 pm, at 3544 Shamrock Ln, Lexington, KY.

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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 <u>special conditions</u> 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

Selection Criteria.

1.	Company Profile / Experience	15 points
2.	Project Team	15 points
3.	Technical Approach	30 points
4.	Price Proposal	40 points

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 submitted via IonWave at: 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.

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 Procurement 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 _____, 20__.

My Commission expires: _____

_____
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.

_____ _____

Signature *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																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. 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 MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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**

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 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**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**	**Veteran**

(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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 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 Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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	**Company Representative**
_____	_____
Date	**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, safely 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.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/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 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Excess/Umbrella Liability	$2 million

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. 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.

g. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

SCOPE OF WORK

Location

3544 Shamrock Lane, Parks & Recreation Maintenance Building

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at the Parks' Maintenance Building. Respondents shall have demonstrated experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Photovoltaic panels shall be roof mounted within the areas designated in **Figure 01 – Solar Array Locations**. The total capacity of the system shall not exceed 25 KW-dc.

Inverters, disconnect, and combiner panels shall be installed within the area(s) designated in **Figure 02 – Inverter and Disconnect Locations**.

All power generation and transmission equipment shall be UL listed for its designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 10 years and a performance warranty of no less than 80% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:
https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, performance data of each module string shall be available for download in increments no greater than one hour.

The Contractor is responsible for establishing communications with the inverter(s). Two options are permissible. The Contractor shall provide Ethernet cable to the building's network switch or cellular service for a minimum of three (3) years.

Exterior conduit shall be liquid tight. Flexible conduit lengths shall not exceed 24 inches.

Contractor Requirements

The contractor is responsible for the assessment of the building's structural integrity, roof condition and shading limitations. Prior to installation, the contractor shall provide a letter from a structural engineer with Kentucky Professional Engineer stamp, verifying the integrity of the existing facility to handle the additional loads of proposed PV system.

The Contractor is responsible for all permitting related to the design and installation of the system.

The Contractor shall provide drawings to establish the path for DC wiring from the modules to the inverter(s), the AC path to the disconnect, and the AC path to the point(s) of interconnection.

The Contractor shall provide technical specifications of the major electrical components.

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

Performance Verification: The Contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

Workmanship warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

Owner Guidance

Desired system capacity is in the range of <21 25> KW-dc.

Modules should lay in a plane parallel to the roof. A rectangular arrangement is preferred.

Conduit runs should be straight with minimal couplings. Runs around an object like a gutter are not acceptable.

Electrical service is provided by Kentucky Utilities under the Three-Phase General Service Rate (RC113). 15-minute interval data will be made available in a *.csv file.

Proposal Format

// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //

Company Profile

Company name:
Company address:
Year established:
Number full time employees:
Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: *{Response}*

Project Experience

Specific to solar PV systems installed by the company in calendar year 2023,

What was the total number of systems installed?

What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU: *{Response}*

Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Attach the contact information and work experience, including professional certifications, for:

(A) Person responsible for the system design,

(B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: *{Response}*

Technical Approach

Include as attachments the following items:

- ☐ PV module specifications
- ☐ Inverter specifications
- ☐ Racking specifications
- ☐ Other component specifications (rapid shutdown, optimizers, etc.)
- ☐ Equipment warranties and workmanship warranty. List in itemized table
- ☐ Line diagram for dc/ac wiring. Identify envelope penetrations, inverter location, disconnect location, and interconnection panel
- ☐ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)
- ☐ Monitoring interface. Provide the resolution (e.g. module level?) and interval (e.g. 15 min?) available for download

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

Any exclusions to the requirements herein must be specifically identified in this section.
{Response}

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	**100 points**



Figure 01 – Solar Array Locations



Figure 02 – Inverter and Disconnect Locations

RFP XX-202X Price Proposal Form
Solar PV Installation

Parks' Maintenance Building, 3544 Shamrock Lane	
Array Modules	$
Inverter(s) & Monitoring System	$
Electrical & Wiring Materials	$
Racking Materials	$
Labor	$
Other w/ Description	$
Structural Verification Letter	$
Owner Allowance (mandatory)	$1,500
TOTAL	$

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

SOLAR ENERGY
Solutions

JANUARY 30, 2024

Proposal

for: Lexington Parks Maintenance Building

Solar PV System Design and Installation

Project Location:
3544 Shamrock Ln, Lexington, KY

LEXINGTON



Solar Energy Solutions (SES) is the region's largest and most experienced solar design, engineering, and construction company with projects in Indiana, Kentucky, Ohio, and the surrounding states. SES is also the region's leading Tesla Powerwall Certified Installer. Founded in Kentucky in 2006, Solar Energy Solutions has more than 3,000 active photovoltaic and battery storage projects in the residential, commercial and utility arenas throughout the tri-state region and beyond.

Presented by:
River Fuchs
Regional Sales Director
859-270-7448
river@sesre.com
www.sesre.com

SOLAR ENERGY SOLUTIONS

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EXECUTIVE SUMMARY



Regional Leader in Solar Energy Development

Solar Energy Solutions, LLC (SES) is **dedicated to bringing renewable energy to the Midwest**, helping the environment, establishing energy independence, and educating the public on how to take part in making a healthier, more secure future.

SES is Kentucky's **preeminent full-time renewable energy installation company**. Formed in 2006, SES has nearly 20 MW of solar installed in the last six years alone. SES merges engineering expertise with electrical acumen to produce superior renewable energy installations.

The SES staff are specifically trained and **solely focused on developing solar photovoltaic and battery storage systems.** SES staff carry all relevant licenses and certifications, including PE licenses, electrical licenses, and seven solar-specific NABCEP certifications. As a result, SES has completed over 2000 projects for governmental, institutional, commercial, and residential customers.

EXECUTIVE SUMMARY CONT.

Past and current partnerships have paired SES with some of the area's most prominent architectural and engineering firms to develop regional solar projects.

On the national scale, SES is a member of the Amicus collective of top solar installers across the country and Canada. This collective gives us access to more significant group purchasing. SES is a Premier Tesla Powerwall Certified Installer and is also certified to install Tesla chargers and solar roof products across the Midwest.



SOLAR ENERGY SOLUTIONS

COMPANY PROFILE

Company Name: Solar Energy Solutions
Company HQ: 1038 Brentwood Ct. Lexington, KY 40511
Year Established: 2006
Year of first PV Installation: 2006
Full-time Employees: 70

Solar Energy Solutions has been a company solely focused on installing PV production and storage since its founding in 2006 and has continued to be a leader in the field for this region.

With Lexington as its center of operations, SES has used its engineering-focused expertise to provide quality systems to its residents for the past 17 years. Additionally, we have continued to provide maintenance and support for not only the systems installed by SES but also any solar owner who needs technical assistance beyond the capabilities of their original installer.

Our Lexington installation team comprises all full-time SES employees with residences in Fayette County. A NABCEP-certified electrician is on each of our installation teams, and each individual is provided with continual education so that we may continue to serve our community with their clean energy transition.

PROJECT TEAM

System Design

Danny Young: danny@sesre.com, 513.448.5176
Title: Engineering Team Lead
Experience: Daniel Young, Lead Engineer, holds a bachelor's degree in mechanical engineering and an associate degree in renewable energy systems. He has been designing and installing solar energy systems since 2006 and has held NABCEP certification since 2008. He was previously in the role of Senior System Designer at another solar installation company and held that role for seven years before joining SES. Daniel has experience designing and installing solar energy systems ranging from small off-grid cabins to multi-megawatt utility generation plants.

Tracy Mitchell: tmitchell@csi-eng.com, 513.616.9720
Title: President of Engineering Firm
Experience: Lead Structural engineer with a strong background in the design of commercial, industrial, and manufacturing facilities with expertise in steel, concrete, foundations, tilt-wall concrete, LGMF, and timber design. Tracy is a registered professional engineer in the state of Kentucky and the President and Owner of American Structural Group LLC.

Project Manager

Michael Nelson: michael@sesre.com, 859.221.5226
Title: Residential Team Leader
Experience: Michael graduated from the University of Kentucky and has eight years of experience in the Solar Industry, from leading on-site install teams to project management for multiple large-scale commercial arrays. Mr. Nelson is a NABCEP-certified Master Electrician. Mr. Nelson has experience working on utility and government projects, including National Guard and KU installations.

TECHNICAL APPROACH

Solar Energy Solutions will satisfy the component requirements and performance objectives outlined in the Request for Proposal#2-2024 for the Solar PV Installation at the Lexington Parks Maintenance Building.

The scope of Work will utilize NE Solar 410W PV Modules, Solaredge PV inverters, and corresponding optimizers, with Everest PV racking. Solar Energy Solution's design will adhere to IFC Fire Setback requirements for Solar PV arrays and 2017 NEC Rapid Shutdown code requirements.

The Solaredge monitoring platform will provide visibility of the site performance and key metrics to the designated system owners. SES will utilize a SolarEdge 5-year cell card for system communication. Solaredge Optimizers will provide module-level monitoring at 15-minute intervals. The preferred roof area has been utilized, and the system proposed is within the desired target kW size. The method of interconnection will be via supply-side tap at a service wire trough in the main building.

The selected components provide maximum value, balancing cost-efficiency, reliability, system performance, and safety in design. Solar Energy Solutions does not anticipate the installation of the proposed system to cause any electrical downtime or disruptions to LFUCG operations. The maximum timeline from Notice to Proceed to Substantial Completion is estimated to be 75 days.

Solar Energy Solutions has extensive experience coordinating the interconnection of solar PV systems for net metering within the LG&E/KU service territory. Two specific examples are a 302.56kW ground-mount array installed at the Richmond National Guard Armory in 2015 and a 240kW ballast-mounted roof array with 220kWh of battery storage at the Bullitt County Public Library in 2021/2022. More notable builds are available under our "Project Experience" section of the bid.

List of Solar System Components (next page)

TECHNICAL APPROACH

List of Solar System Components

Component	Qty	Brand	Model	Warranty	Contact Info
PV Module	60	NE Solar	NESE 410-54MH-M10	12-Yr Product Warranty 25-Yr Linear Output	NE Solar (US) 4411 Schaefer Ave. Chino, CA 91710 512-413-9271 www.nesolar.com/kh
Inverter	1	SolarEdge	SE17.3kUS	12-Year Warranty	SolarEdge Technologies (US) Inc. 700 Tasman Dr. Milpitas, CA 95035 510-498-3200 www.solaredge.com/us/corporate/contact
Optimizers	30	SolarEdge	P960	25-Year Warranty	SolarEdge Technologies (US) Inc. 700 Tasman Dr. Milpitas, CA 95035 510-498-3200 www.solaredge.com/us/corporate/contact
Racking		Everest - Solar Systems	Everest Cross Rail System and Mounting	12-Year Warranty Rail, 25-year Mounting Attachments	Everest Solar Systems, LLC 3809 Ocean Ranch Blvd., Suite 111 Oceanside, CA 92056 760-301-5300 www.everest-solarsystems.com

WARRANTY

Installation

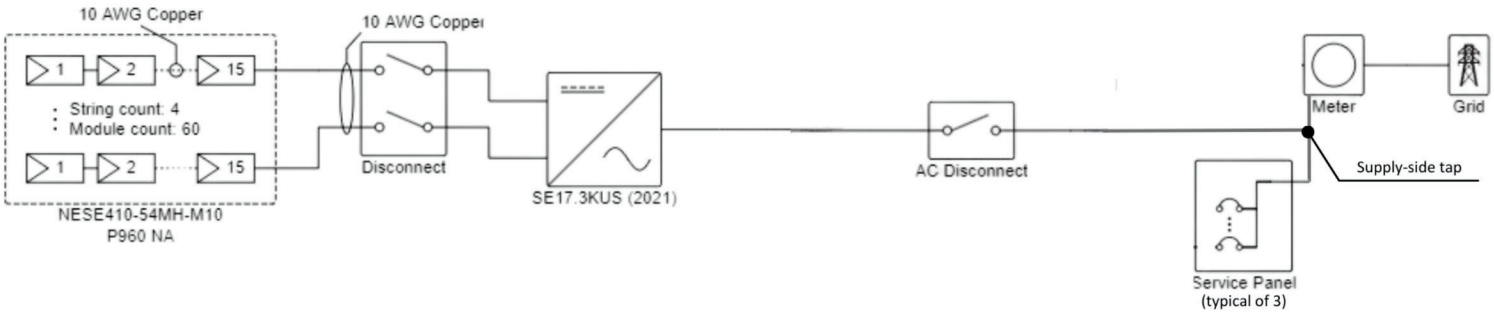
Solar Energy Solutions LLC warrants the installation of its Photovoltaic array system for one year from the date of installation. Solar Energy Solutions LLC warrants its system to be free from defects in workmanship and materials under installed service conditions. Solar Energy Solutions LLC warrants that it will replace or repair any faulty materials free of charge during the warranty period. Solar Energy Solutions LLC makes no claims to warrant any materials damaged by end user abuse or mismanagement. This warranty applies exclusively to the system purchaser. Warranty becomes void upon transfer of ownership. Solar Energy Solutions LLC also bears no responsibility for damages resulting from system alterations performed by end users or other parties.

Manufacturer Warranties

The equipment installed benefits from manufacturer warranties as per the table above and the attached documents.

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SINGLE LINE DIAGRAM



Module Specifications	
60x NE Solar NESE410-54MH-M10	
STC Rating	410 W
Vmp	31.3 V
Imp	13.1 A
Voc	37.5 V
Isc	13.84 A

Inverter Specifications	
1x SolarEdge SE17.3KUS (2021)	
Max AC Power Rating	17.3 kW
Max Input Voltage	600 V
Min AC Power Rating	0 W
Min Input Voltage	370 V

Wire Schedule		
Tier	Wire	Length
String	4x 10 AWG	681ft

SOLAR ENERGY SOLUTIONS

MONTHLY PRODUCTION & ARRAY LAYOUT



Month	Nameplate (kWh)	Grid (kWh)
January	1,384.9	1,311.1
February	1,742.8	1,640.9
March	2,734.4	2,466.2
April	3,421.0	2,911.0
May	3,818.4	3,262.2
June	3,975.5	3,355.6
July	3,961.3	3,343.1
August	3,882.8	3,280.5
September	3,119.4	2,698.1
October	2,666.7	2,379.1
November	1,612.6	1,471.1
December	1,304.9	1,224.5

SOLAR ENERGY SOLUTIONS

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PRICE PROPOSAL

Next Page

RFP 02-2024 Price Proposal Form
Solar PV Installation

Parks' Maintenance Building, 3544 Shamrock Lane	
Array Modules	$14,821.20
Inverter(s) & Monitoring System	$9,464.41
Electrical & Wiring Materials	$7,420.02
Racking Materials	$7,808.36
Labor	$21,089.01
Other w/ Description	N/A
Structural Verification Letter	$750
Owner Allowance (mandatory)	$1,500
TOTAL	$62,853

Matt Partymiller

Printed Name of Authorized Representative

General Manager

Title of Authorized Representative

Signature of Authorized Representative

STEVEN CODY RIDDLE NOTARY PUBLIC STATE AT LARGE, KY. ID KYNP66601 MY COMMISSION EXPIRES 2/8/2027

SOLAR ENERGY SOLUTIONS

PROJECT EXPERIENCE

Solar Energy Solutions has completed approximately 2750 PV installs since opening in 2006. These projects span residential, commercial, and governmental projects across multiple states. In the last five years, SES has installed nearly 1,100 PV systems, with the majority being 25kW or less. **In 2023, SES installed 270 solar projects, totaling 10,175 kW of solar capacity.**

We are in constant collaboration with LG&E-KU, having been the chosen contractor in the Solarize Louisville campaign of 2022 and 2023 and Lexington programs for 2023. We have increased our working experience with interconnection in the area. These Solarize programs, coupled with our other installations in the area, have resulted in 325+ systems within LG&E territory that were all permitted by SES's internal Operations team in the last two years.



57 kW Pivot Brewing Co.

Commercial Sector | Lexington, KY







Project Details:

- **Location** - Lexington, KY
- **Completed** - 2020
- **Cost** - $98,635
- **Modules** - Trina Solar 380 w
- **Size** - 56.62 kW
- **Inverter** - SolarEdge 43.2kW

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877.312.7456 | SESRE.com

Special Notes

This system is roof mounted grid-tied system. The solar panels will supply an estimated 94% of the brewery's energy, which will save the company more than $7,600 per year.

Reference

Kevin Compton
1400 Delaware Ave
Lexington, KY 40505
859.266.9240
kscompo@gmail.com

21 kW Lexington Fire Station #21

Commercial Sector | Lexington, KY

SOLAR ENERGY SOLUTIONS



Project Description:

Solar Energy Solutions recently finished the installation of a 21.78kW roof mounted solar array in Lexington, KY for the city's Fire Station #21.

The system consists of 66 Canadian solar panels and was completed in September of 2022.

The solar system will produce approximately 26,070 kWh in the first year, which will save the company thousands of dollars in electricity charges each year.

Project Details:

- **Location** - Lexington, KY
- **Completed** - 2022
- **Modules** - Canadian Solar Panels
- **Size** - 21kW

10.6kW Lexington Fire Station #9

Commercial Sector | Lexington, KY

SOLAR ENERGY SOLUTIONS



Project Details:

- **Location** - Lexington, KY
- **Completed** - 2023
- **Modules** - Trina Panels
- **Size** - 10.6kW

Reference

James Bush
859-425-2879

Project Description:

The City of Lexington installed a combined 10.6 kW of solar PV to offset lighting, heating, and HVAC costs.

Not just driven by financial concerns, the project is one of many pursued by the city in their efforts to increase sustainability at their various facilities.

Bullitt Bourbon
Commercial Sector | Shelbyville, KY



Project Details:

- **Location** - Shelbyville, KY
- **Completed** - 20
- **Modules** - Sunpower Panels
- **Size** - 19.6 kW

SOLAR ENERGY
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Project Description:

This new Bourbon distillery in Shelbyville, KY is looking to make a statement to all its visitors as they arrive and drive past this SunPower based array. The multi-national parent company has committed through corporate policy to reduce its own GHG emissions by 50% by 2020 over a 2007 baseline and also to ensure its supply chain GHG levels drop by 30%, within the same timeframe. This array was specifically built to provide energy to power the warehouse electric forklift trucks and their charging stations.

This system is anticipated to offset 963,976 lbs of CO_2 over a 25 year period.

814 kW Sekisui Manufacturing Plant

Commercial Sector | Winchester, KY

SOLAR ENERGY SOLUTIONS



Project Details:

- **Location** - Winchester, KY
- **Completed** - 2018
- **Modules** - LG 400W Panels
- **Size** - 814 kW

Reference:

Randy Hardwick
859-338-7500
randyh@sekisui-corp.com
267 Runnymeade Drive
Winchester, KY 40391

Project Description:

Sekisui S-Lec, a leading manufacturer of interlayer film for glass in the buildings and auto industry, was motivated to install solar panels by global corporate CO2 reduction targets and incentive campaigns. With limited roof and ground space available, SES turned to ultra high efficiency LG 400W panels to give maximum energy production yields and low slope roof racking to maximize power density.

COMMERCIAL REFERENCES

SES Takes Pride in Being Highly Recommended by Customers

Bartholomew Consolidated School Corporation
Brett Boezman
Director of Operations
1200 Central Avenue
Columbus, IN 47201
Email: boezemanb@bcsc.k12.in.us
Tel: 812-378-4723

Sekisui
Randy Hardwick
Director of EHS & Kaizen
1200 Rolling Hills Lane
Winchester, KY 40391
Email: randyh@sekisui-corp.com
Tel: 859-338-7500

Brookfield Properties
Kendall Merrick
General Property Manager
Oxmoor Mall
7900 Shelbyville Road
Louisville, KY 40222
Email:
kendall.merrick@brookfieldpropertiesretail.com
Tel: 502-410-4238

City of Bloomington Indiana
James (B.J.) Boruff
Operations & Facilities Director
401 N. Morton Street
Bloomington, IN 47404
Email: boruffj@bloomington.in.gov
Tel: 812-349-3439

Owensboro Army Reserve Center
Mr. Will Phillips, Energy Manager
Minuteman Prkwy, Bldg 162
Frankfort, KY 40601
Tel: 502-607-1301

SOLAR ENERGY SOLUTIONS

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SPECIFICATION SHEETS

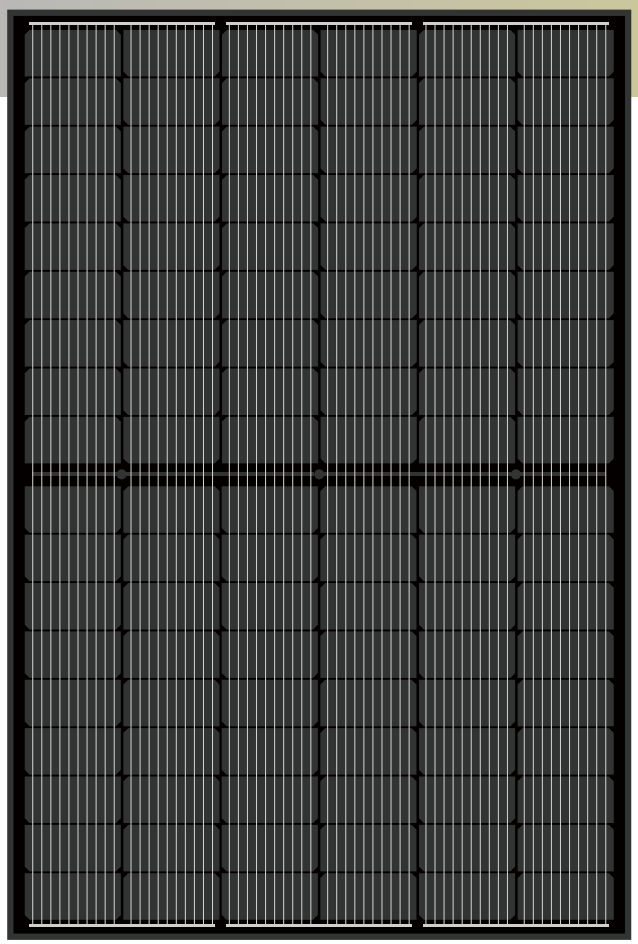
Starting Next Page

FROM STRENGTH TO STRENGTH IN NATURE

NESE 410-54MH-M10

MONO PERC HALF-CELL BLACK MODULE

FROM CAMBODIA



KEY FEATURES

High efficiency PERC

A high efficiency 182 (M10) PERC solar cell with 10 busbars technology to ensure the efficiency of the solar module up to 20.97% and stable operation.

0-5W tolerance

0- 5W positive power tolerance.

Excellent performance with weak light

More power output with a weak light condition-through advanced glass and solar cells.

Wind/Snow load

Wind load 2400 pa, snow load 5400 pa.

Pid Free

Excellent Anti-PID performance, minimized the degradation of power.

Resistance of extreme environment conditions

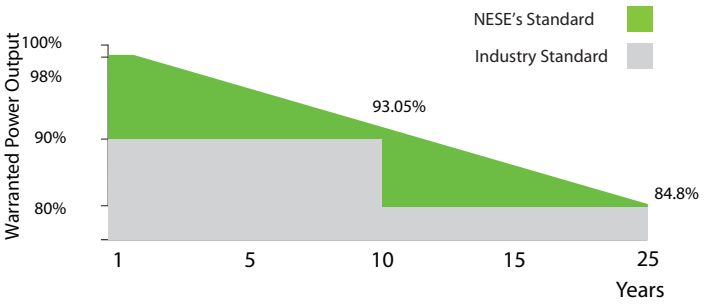
High Salt Mist and Ammonia resistance certified by TUV.

INSURED BY

CHUBB® Munich RE

LINEAR PERFORMANCE WARRANTY

12 years product warranty. 25 years linear power warranty.



MANAGEMENT SYSTEM CERTIFICATES

ISO 9001:2015/QUALITY MANAGEMENT SYSTEM
ISO 14001:2015/STANDARDS FOR ENVIRONMEN TAL MANAGEMENT SYSTEM

PRODUCT CERTIFICATES

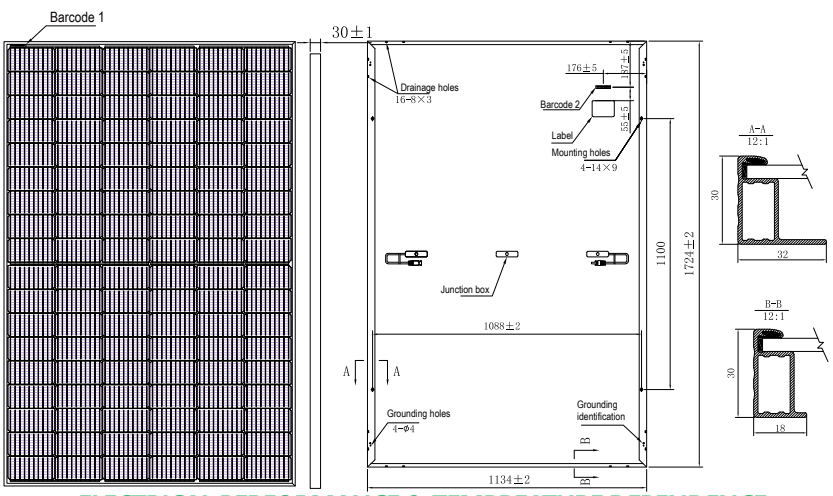
IEC 61215/IEC 61730:VDE/CE/CEC AU
UL 61730: CSA

PHUM TANOUN, SANGKAT KOMBOUL, KHAN POSENCHEY, PHNOM PENH, KINGDOM OF CAMBODIA
WWW.NESOLAR.COM.KH

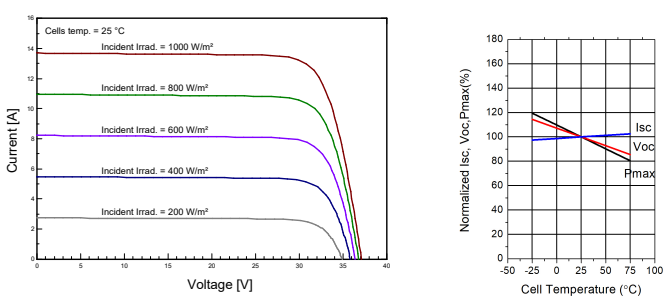
SPECIFICATIONS

Module type	NESE 390-54MH-M10		NESE395-54MH-M10		NESE400-54MH-M10		NESE405-54MH-M10		NESE410-54MH-M10	
	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)
Maximum power(Pmax)	390Wp	292Wp	395Wp	295Wp	400Wp	299Wp	405Wp	303Wp	410Wp	306Wp
Maximum power voltage(Vmp)	30.5V	28.3V	30.7V	28.5V	30.9V	28.7V	31.1V	28.9V	31.3V	29.1V
Maximum power current (Imp)	12.79A	10.29A	12.87A	10.35A	12.95A	10.41A	13.03A	10.47A	13.10A	10.53A
Open-circuit voltage(Voc)	36.7V	34.3V	36.9V	34.5V	37.1V	34.7V	37.3V	34.8V	37.5V	35.0V
Short-circuit current(Isc)	13.56A	10.95A	13.63A	11.01A	13.70A	11.06A	13.77A	11.12A	13.84A	11.18A
Module efficiency STC (%)	19.95%		20.20%		20.46%		20.72%		20.97%	
Operating temperature(℃)	-40℃ ~ 85℃									
Maximum system voltage	1500(IEC&UL)									
Maximum series fuse rating	25A									
Sorting power tolerance	0 ~ +3%									
Temperature coefficients of Pmax	-0.35%/℃									
Temperature coefficients of Voc	-0.29%/℃									
Temperature coefficients of Isc	+0.05%/℃									
Nominal operating cell temperature(NOCT)	44 ± 2℃									

ENGINEERING DRAWING



ELECTRICAL PERFORMANCE & TEMPREATURE DEPENDENCE



Electrical performance & temperature dependence
Current-voltage & power-voltage curves (400W)
temperature dependence of Isc, Voc, Pmax

MATERIAL CHARACTERISTICS

Number of cell	108 (6 * 18)
Dimensions	1724*1134*30
Weight	20.5+/-1kg
Front glass	3.2mm, anti-reflection Coating, high transmi ssion, low iron, tempe red glass
Frame	Anodized aluminium alloy
Junction box	IP68 rated 3 Diodes
Output cables	12 awg, length: 350-1200 mm (13.78-47.24 inch) or Customized length
Connectors	MC4-Compatible or Customized

PACKAGING CONFIGURATION

40HQ	936

JUNE 2020|ALL RIGHTS RESERVED|PV MODULE PRODUCT DATASHEET NESE 410-54MH-M10

PHUM TANOUN, SANGKAT KOMBOUL, KHAN POSENCHEY, PHNOM PENH, KINGDOM OF CAMBODIA
WWW.NESOLAR.COM.KH

INVERTERS

Three Phase Inverters for the 120/208V Grid

For North America

SE10KUS / SE17.3KUS

12-20 YEAR WARRANTY



The best choice for SolarEdge enabled systems

- Specifically designed to work with power optimizers
- Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- Fixed voltage inverter for superior efficiency and longer strings
- Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- Integrated arc fault protection and rapid shutdown for NEC 2014, 2017, and 2020, per article 690.11 and 690.12
- Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- Integrated Safety Switch
- UL1741 SA and SB certified, for CPUC Rule 21 grid compliance

Three Phase Inverters for the 120/208V Grid[1]

For North America

SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXXK-USX2IXXXX		
OUTPUT			
Rated AC Power Output	10000	17300	W
Maximum Apparent AC Output Power	10000	17300	VA
AC Output Line Connections	3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum[2] (L-N)	105 – 120 – 132.5		Vac
AC Output Voltage Minimum-Nominal-Maximum[2] (L-L)	183 – 208 – 229		Vac
AC Frequency Minimum-Nominal-Maximum[2]	59.3 – 60 – 60.5		Hz
Continuous Output Current (per Phase)	27.8	48.25	Aac
GFDI Threshold	1		A
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
THD	≤ 3		%
Power Factor Range	+/- 0.85 to 1		
INPUT			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage DC+ to DC-	600		Vdc
Operating Voltage Range	370 – 600		Vdc
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current	55		Adc
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	167kΩ Sensitivity[3]		
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption	< 4		W
ADDITIONAL FEATURES			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified		
RS485 Surge Protection Plug-in	Supplied with the inverter, Built-in		
AC, DC Surge Protection	Type II, field replaceable, Built-in		
DC Fuses (Single Pole)	25A, Built-in		
Smart Energy Management	Export Limitation		
DC SAFETY SWITCH			
DC Disconnect	Integrated		
STANDARD COMPLIANCE			
Safety	UL1741, UL1741 SA, UL1741 SB, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE1547-2018, Rule 21, Rule 14 (HI)		
Emissions	FCC part15 class A		
INSTALLATION SPECIFICATIONS			
AC Output Conduit size /AWG range	¾" or 1" / 6 - 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 - 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		in / mm
Weight with Safety Switch	78.2 / 35.5		lb / kg
Cooling	Fans (user replaceable)		
Noise	< 62		dBA
Operating Temperature Range	-40 to +140 / -40 to +60(4)		°F / °C
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the Three Phase Inverters for the 277/480V Grid for North America datasheet.
(2) For other regional settings please contact SolarEdge support.
(3) Where permitted by local regulations.
(4) For power de-rating information refer to the Temperature De-rating - Technical Note (North America).

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Power Optimizer

P860 / P960

POWEROPTIMIZER



PV power optimization at the module-level

The most cost effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- High efficiency with module-level MPPT, for maximized system energy production and revenue, and fast project ROI
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Use with two PV modules connected in series or in parallel
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)

/ Power Optimizer

P860 / P960

Power Optimizer Model (Typical Module Compatibility)	P860 (for 2 x 72 cell modules)	P960 (for 2 x 72 cell modules)	Unit
INPUT			
Rated Input DC Power[1]	860	960	W
Connection type	Dual input for independently connected modules[2]		
Absolute Maximum Input Voltage (Voc at lowest temperature)	60		Vdc
MPPT Operating Range	12.5 - 60		Vdc
Maximum Short Circuit Current (Isc)	22	23	Adc
Maximum Short Circuit Current per input (Isc)	11	11.5	Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.6		%
Overvoltage Category	II		
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING INVERTER)			
Maximum Output Current	18		Adc
Maximum Output Voltage	80		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)			
Safety Output Voltage per Power Optimizer	1 ±0.1		Vdc
STANDARD COMPLIANCE			
Photovoltaic Rapid Shutdown System	Compliant with NEC 2014, 2017[3], 2020		
EMC	FCC Part15 Class A, IEC61000-6-2, IEC61000-6-3		
Safety	IEC62109-1 (class II safety), UL1741		
Material	UL-94 V-0, UV Resistant		
RoHS	Yes		
INSTALLATION SPECIFICATIONS			
Compatible SolarEdge Inverters	Three phase inverters		
Maximum Allowed System Voltage	1000		Vdc
Dimensions (W x L x H)	129 x 168 x 59 / 5.1 x 6.61 x 2.32		mm / in
Weight (including cables)	1064 / 2.34		gr / lb
Input Connector	MC4[4]		
Output Wire Length[5]	Lengths options	Input #1	Input #2	m / ft
	(1)	(-) 0.16 / 0.52, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 0.16 / 0.52	
	(2)	(-) 1.6 / 5.24, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 1.6 / 5.24	
Output Wire Type / Connector	Double Insulated; MC4		
Output Wire Length	2.3 / 7.2		
Operating Temperature Range[6]	-40 to +85 / -40 to +185		˚C / ºF
Protection Rating	IP68 / NEMA6P		
Relative Humidity	0 - 100		%

(1) Rated power of the module at STC will not exceed the optimizer Rated Input DC Power Modules with up to +5% power tolerance are allowed.
(2) In a case of odd number of PV modules in one string, it is allowed to install one P860/P960 power optimizer connected to one PV module. When connecting a single module to P860/P960, seal the unused input connectors with the supplied pair of seals.
(3) NEC 2017 requires max combined input voltage be not more than 80V.
(4) For other connector types please refer to: https://www.solaredge.com/sites/default/files/optimizer-input-connector-compatibility.pdf
(5) Longer inputs wire length are available for use with split junction boc modules. For options 2, order P860-xxxYxxx.
(6) For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details.

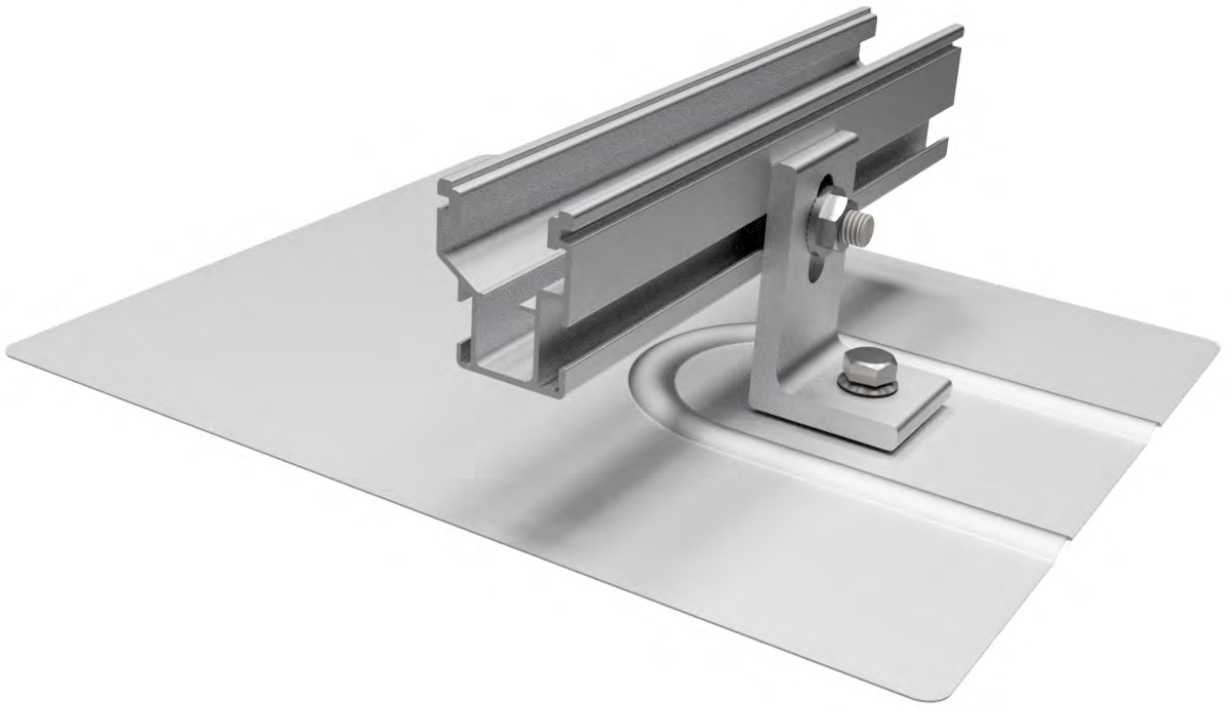
PV SYSTEM DESIGN USING SOLAREDGE INVERTER[7]		THREE PHASE FOR 230/400V GRID	THREE PHASE FOR 277/480V GRID	
		P860/P960		
Minimum String Length	Power Optimizers	14		
	PV Modules	27		
Maximum String Length	Power Optimizers	30		
	PV Modules	60		
Maximum Power per String		13500[8]	15300[9]	W
Parallel Strings of Different Lengths or Orientations		Yes		

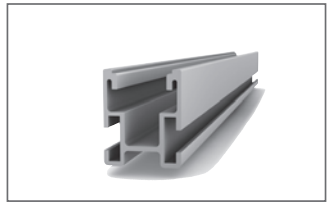
(7) It is not allowed to mix P860/P960 with P730/P800p/P850/P950/P1100 in one string or to mix with P370-P505 in one string.
(8) For the 230/400V grid: up to 15,750W per string may be installed when the maximum power difference between each string is 2,000W.
(9) For the 277/480V grid: up to 15,750W per string may be installed when the maximum power difference between each string is 2,000W.

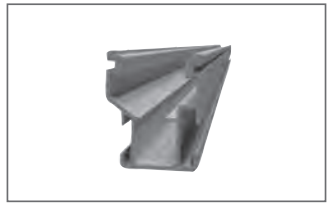
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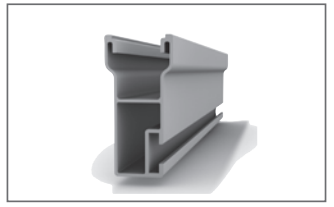
CE RoH 767

Mounting systems for solar technology











EVEREST SOLAR SYSTEMS

RESIDENTIAL ROOF SOLUTIONS
CROSSRAIL SYSTEM

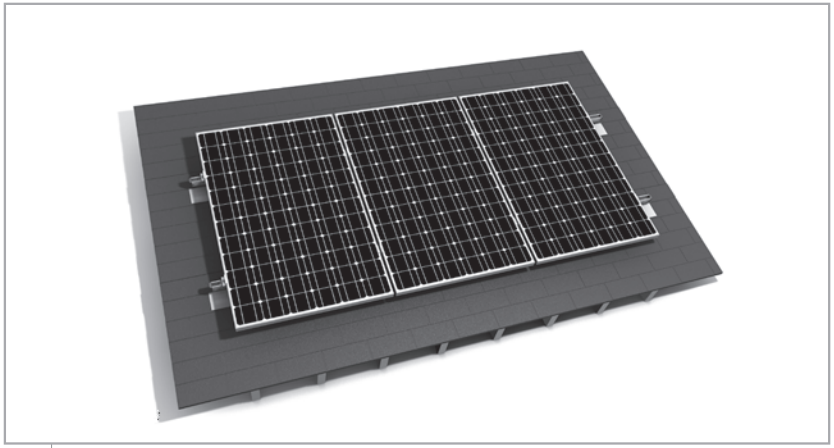
Everest Solar Systems, LLC
3809 Ocean Ranch Blvd., Suite 111
Oceanside, CA 92056
Service-Hotline +1.760.301.5300
info@everest-solarsystems.com
www.everest-solarsystems.com

Product Sheet CrossRail System | US2 | 0216
Product images are for illustrative purposes only. Specifications are subject to change without notice. All sales of our products shall be subject to Everest Solar Systems terms and conditions, including the exclusive limited warranty set forth therein.

CROSSRAIL SYSTEM

- High quality, German engineered system optimized for residential installation
- Everest M K2 mounting hardware simplifies module installation – fast, easy, and secure
- Easily integrates with third party roof attachment products, such as QuickMountPV
- L-foot provides adjustability and compatibility with common roof interfaces (Comp, Tile & Metal)
- No shingle cutting, won't void roof manufacturer's warranty
- 100% code-compliant, structural validation for all solar states
- Three rail sizes available to suit all structural conditions
- All components also available in dark
- Fast installation, minimal component count result in low total installed cost
- Simple to design using code compliant Everest Online Design Tool

Technical data	
Applicable Roof Types	Composition shingle, tile, flat tile
Flexibility	Modular construction, suitable for any system size, height adjustable
PV modules	For all common module types
Module orientation	Portait and landscape
Material	High corrosion resistance, stainless steel and high grade aluminum
Roof attachment	Screw connection into rafter
Structural validity	IBC compliant, stamped engineering letters available for all solar states
Warranty	12 years
System components	CrossRail 48, 48-S or 80, L-Foot, Mid and End Clamp Sets, Universal Mid and End Clamps, third-party roof attachment products such as QuickMountPV



CrossRail for Pitched Roofs



CrossRail with EverFlash







Bonding Mid and End Clamps

Components

CrossRail 48-X

Part Number	Description
4000662	CrossRail 48-X 166'', Mill
4000663	CrossRail 48-X 166'', Dark
4000675	CrossRail 48-X 175'', Mill

CrossRail 48-XL

Part Number	Description
4000695	CrossRail 48-XL 166'', Mill
4000705	CrossRail 48-XL 166'', Dark

CrossRail 80

Part Number	Description
4000508	CrossRail 80 168" Rail Mill



CrossRail Mid Clamp

Part Number	Description
4000601	CR MC Silver, 30-47mm, Shared RL 30-42mm
4000602	CR MC Dark, 30-47mm, Shared RL 30-42mm
4000001	Shared Rail MC+ Silver, SS 43-50mm
4000002	Shared Rail MC+ Dark, SS 43-50mm

CrossRail End Clamp

Part Number	Description
4000429	CR EC Silver, 30-50mm, Shared RL 30-45mm
4000430	CR EC Dark, 30-50mm, Shared RL 30-45mm
4000003	Shared Rail EC Silver, SS 46-50mm
4000004	Shared Rail EC Dark, SS 46-50mm

Yeti Clamp

Part Number	Description
4000050	Yeti Hidden EC for CR, Mill







Aluminum End Clamp

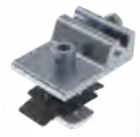
Part Number	Description
4005344	CrossRail EC Silver, AL 32-33mm
4005169	CrossRail EC Silver, AL 34-36mm
4005290	CrossRail EC Silver, AL 37-38mm
4005170	CrossRail EC Silver, AL 39-41mm
4005291	CrossRail EC Silver, AL 42-44mm
4005171	CrossRail EC Silver, AL 45-47mm
4005292	CrossRail EC Silver, AL 48mm
4005172	CrossRail EC Silver, AL 49-50mm

CrossRail Structural Rail Connector

Part Number	Description
4000385	RailConn CR 48-X,48-XL Struct Set, Mill
4000386	RailConn CR 48-X,48-XL Struct Set, Dark

L-Foot Slotted Set

Part Number	Description
4000630	L-Foot Slotted Set, Mill
4000631	L-Foot Slotted Set, Dark







Everest Ground Lug

Part Number	Description
4000006	Everest Ground Lug Set

EverFlash XP Comp

Part Number	Description
4000054	EverFlash XP Slider Kit, Mill
4000055	EverFlash XP Slider Kit, Dark
4000057	EverFlash XP Kit, Mill LF, Dark Flash
4000060	EverFlash XP Comp Kit, Dark
4000061	EverFlash XP Comp Kit, Mill

EverFlash eComp + SR Slide Kit

Part Number	Description
4000015	EverFlash eComp + SRS Slide Kit, Mill
4000027	EverFlash eComp+SR Slide Kit, Dark
4000029	EverFlash eComp+SR Slide, LF Mill, Dark



Add-On

Part Number	Description
4000632	Shared Rail Clamp Add-On, Slide In

CrossRail Shared Rail System

- High qualtiy, German-engineered system optimized for residential installation
- Beneficial for small 2 row arrays
- Cost competitive
- Reduce rail and roof attachments
- Uses universal CrossRail components
- MK3 mounting hardware simplifies module installation - fast, easy and secure
- L-Foot provides adjustability and compatibility with common roof types
- 100% code compliant, structural validation for all solar states
- 3 rail sizes available to suit all structural conditions
- Fast installation with minimal component count result in low total installed cost



SOLAR ENERGY SOLUTIONS

SIGNATURE PAGES

Starting Next Page

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2024 Solar PV Installation at Parks Maintenance Building** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 30, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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 LFUCG 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.

Pre-proposal meeting is scheduled for January 16, 2024, 1:00 pm, at 3544 Shamrock Ln, Lexington, KY.

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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.

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 <u>special conditions</u> 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

January 30, 2024

Date

SELECTION CRITERIA:

Selection Criteria.

1.	Company Profile / Experience	15 points
2.	Project Team	15 points
3.	Technical Approach	30 points
4.	Price Proposal	40 points

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 submitted via IonWave at: 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.

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY
SOLAR ENERGY SOLUTIONS

		PAGE 1 OF 1
APPROVED BY FRAN LOCKWOOD		DOCUMENT FILE NAME AFFIRMATIVE ACTION

Purpose

The policy defines the requirements for ensuring Equal Employment Opportunity and Affirmative Action.

2. Scope

This policy applies to Solar Energy Solutions in the United States.

3. Policy

It is the policy of Solar Energy Solutions to employ and advance in employment qualified person without discrimination against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability status, status as a protected veteran, (including disabled veteran or special disabled veteran, veteran of the Vietnam era, recently separated veteran, armed force service medal veteran or other protected veteran) or other characteristic protected by national or state/provincial law.

To effectuate our commitment to this policy, the company has established affirmative action programs under which we will:

1. Recruit, hire, train and promote qualified persons in all job titles, and ensure that all other personnel actions are administered without regard to race, color, religion, sex, nation origin, disability, or status as a protected veteran.
2. Ensure that all employment decisions are based on valid job requirements to further the principle of equal employment opportunity.
3. Ensure that promotion decisions are in accord with principles of equal employment opportunities by imposing only valid requirements for promotional opportunities.
4. Ensure that all personnel actions, such as compensation, benefits, hiring, promotions, terminations, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, or national origin.
5. Take affirmative action to employ and advance in employment women and minorities, qualified individuals with a disability and protected veterans at all levels of employment, including the executive.
6. Ensure employee and applicants shall not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any protected activity or exercised any protected right under equal employment opportunity or affirmation action laws or regulations.

The Human Resource Manager shall monitor the implementation and compliance to this policy.

Master files are stored electronically and are available to all team members. Printed copies of the master files are for reference only.

AFFIDAVIT

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

1. His/her name is Matt Partymiller and he/she is the individual submitting the proposal or is the authorized representative of Solar Energy Solutions 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 Procurement 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 Matt Courtemiller on this the 30th day of January, 2024.

My Commission expires: 2/6/27 KYNP66601

NOTARY PUBLIC, STATE AT LARGE

STEVEN CODY RIDDLE NOTARY PUBLIC ID KYNP66601 MY COMMISSION EXPIRES 2/6/2027 STATE AT LARGE, KY.

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.

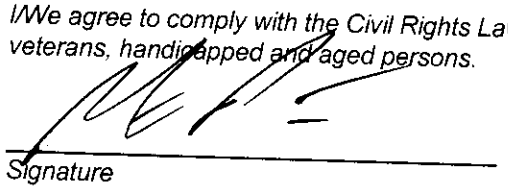
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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

Solar Energy Solutions

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Solar Energy Solutions

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	6	4	2														
Professionals	26	22	4														
Superintendents																	
Supervisors	9	8		1													
Foremen																	
Technicians	2	2															
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft	29	24		1		2				1							
Service/Maintena																	
Total:	72																

Prepared by: _____ **Date:** 9/25/24

(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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Solar Energy Solutions

Complete Address: 1038 Brentwood Court, Lexington, KY, 40511

Street City Zip

Contact Name: Matt Partymiller Title: General Manager

Telephone Number: 859-312-7456 Fax Number: _____

Email address: matt@sesre.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

a. 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 MWDBE firms and Veteran-Owned businesses to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP Pkg 2-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Solar Energy Solutions will have no subcontractors on this project				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

Solar Energy Solutions
Company

1/30/24
Date

Matt Carmichael
Company Representative

GM
Title

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP Pkg 2-2024

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 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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. Solar Energy Solutions will have no subcontractors on this project					
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.

Solar Energy Solutions
Company

Matt Partymiller
Company Representative

1/30/24
Date

GM
Title

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP Pkg 2-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addres	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	Veteran
Solar Energy Solutions will have no subcontractors on this project								

(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.

Solar Energy Solutions
Company

MATT PARTYKA
Company Representative

1/30/24
Date

GM
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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # RFP Pkg 2-2024

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
Solar Energy Solutions will have no subcontractors on this job							

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.

Solar Energy Solutions
Company

MATT BARTYMILLER
Company Representative

1/30/24
Date

GM
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP Pkg 2-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

Solar Energy Solutions, LLC
Company

MATT PARTYKA CEO
Company Representative

1/30/24
Date

Title

Solar Energy Solutions will have no subcontractors on this project

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, safely 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.

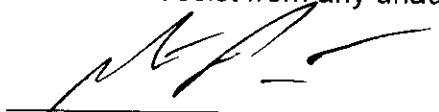
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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.



Signature

January 30, 2024

Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/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 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Excess/Umbrella Liability	$2 million

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. 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.

g. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #1

RFP Number: #2-2024

Date: January 3, 2024

Subject: Solar PV Installation at Parks Maintenance Building

Address Inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

See attached sample bill from 2023.

Todd Slatin

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Solar Energy Solutions
ADDRESS: 1038 Brentwood Court, Lexington, KY 40511
SIGNATURE OF BIDDER: _____

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #2

RFP Number: #2-2024

Date: January 16, 2024

Subject: Solar PV Installation at Parks Maintenance Building

Address Inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

Pre-proposal meeting has been extended to January 17, 2024, 12:00 pm, 3544 Shamrock Ln, Lexington, KY.

Todd Slatin

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Solar Energy Solutions
ADDRESS: 1038 Brentwood Court, Lexington, KY 40511
SIGNATURE OF BIDDER: _____

Parks Maintenance Building, 3544 Shamrock Lane



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 13th, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SOLAR ENERGY SOLUTIONS, LLC (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 2-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 2-2024.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 2-2024 (Exhibit "A")
PROFESSIONAL'S Response dated 1/30/2024 (Exhibit "B"), 71 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 2-2024 (Exhibit "A"), followed by the provisions of Exhibit "B".

In addition to the services provided in Exhibits "A" and "B", the following services shall also be included:

1. **PROFESSIONAL** shall provide detailed drawings to document the electrical interconnection for review by **OWNER** prior to commencement of installation. At a minimum, drawings are to include AC/DC disconnect locations, panel breaker connection points, over current protection devices, and backfeed capacity calculations; and

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 2-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

4.3 If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 12 of 71.

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 2-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the

PROFESSIONAL. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL.**

8.3. **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date:_____

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (SOLAR ENERGY SOLUTIONS, LLC):

Signature: _____

Printed Name: _____

Position: _____

Date:_____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE, KY
4855-0038-1089, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 2-2024) WITH SOLAR ENERGY SOLUTIONS, LLC, FOR INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM AT THE DIVISION OF PARKS AND RECREATION MAINTENANCE BUILDING AT MASTERSON STATION, AT A COST NOT TO EXCEED $62,853.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement (awarded pursuant to RFP No. 2-2024), which is attached hereto and incorporated herein by reference, with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at the Division of Parks and Recreation Maintenance Building at Masterson Station, at a cost not to exceed $62,853.00.

Section 2 – That an amount, not to exceed the sum of $62,853.00, be and hereby is approved for payment to Solar Energy Solutions, LLC from account # 1101-313201-3099-76101, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0152-24:EPT:4872-3964-8933, v. 1

RESOLUTION NO. 078 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 2-2024) WITH SOLAR ENERGY SOLUTIONS, LLC, FOR INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM AT THE DIVISION OF PARKS AND RECREATION MAINTENANCE BUILDING AT MASTERSON STATION, AT A COST NOT TO EXCEED $62,853.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement (awarded pursuant to RFP No. 2-2024), which is attached hereto and incorporated herein by reference, with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at the Division of Parks and Recreation Maintenance Building at Masterson Station, at a cost not to exceed $62,853.00.

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Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0152-24:EPT:4872-3964-8933, v. 1

R-078-2024
Contract #034-2024

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 13th, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SOLAR ENERGY SOLUTIONS, LLC (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 2-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 2-2024.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 2-2024 (Exhibit "A")
PROFESSIONAL'S Response dated 1/30/2024 (Exhibit "B"), 71 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 2-2024 (Exhibit "A"), followed by the provisions of Exhibit "B".

In addition to the services provided in Exhibits "A" and "B", the following services shall also be included:

1. **PROFESSIONAL** shall provide detailed drawings to document the electrical interconnection for review by **OWNER** prior to commencement of installation. At a minimum, drawings are to include AC/DC disconnect locations, panel breaker connection points, over current protection devices, and backfeed capacity calculations; and

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

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3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

4.3 If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 12 of 71.

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 2-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the

PROFESSIONAL. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL.**

8.3. **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
MAYOR

Date: 3/8/2024

ATTEST:

Mackenzie Stock
CLERK OF URBAN COUNTY COUNCIL

Deputy

PROFESSIONAL (SOLAR ENERGY SOLUTIONS, LLC):

Signature: _____

Printed Name: Matthew Partymiller

Position: General Manager

Date: 2/1/2024

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Matt Partymiller as GM for and on behalf of Solar Energy Solutions on this the 1st day of February, 2024.

My commission expires: 2/8/27

KYNP66601
NOTARY PUBLIC, STATE AT LARGE, KY

STEVEN CODY RIDDLE NOTARY PUBLIC STATE AT LARGE, KY. ID KYNP66601 MY COMMISSION EXPIRES 2/8/2027

4855-0038-1089, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0156-24

File ID:	0156-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	044-2024	**In Control:**	Urban County Council
				File Created:	02/05/2024
File Name:	Request Council authorization to execute an Engineering Service Agreement with Strand Associates, Inc. in the amount of $1,244,333 for design of the Liberty Road Improvements Project. Authorization shall be contingent upon a concurrent request for approva			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Engineering Service Agreement with Strand Associates, Inc., for the design of the Liberty Rd. Improvements Project, at a cost not to exceed $1,244,333. [Div. of Engineering, Burton]

Notes: Stamped and filed in the CCO. Returned to Celia Moore 3/20/2024. MS

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	24-Blue Sheet Memo Strand, BA 12800, ESA with attachments for mayor signature, Liberty Road improvements - Project Extents Map, 0156-24 (Strand Engineering Agreement) 4873-7740-4580 v.1.doc, R-079-2024, Contract #044-2024, Contract #044-2024	**Enactment Number:**	R-079-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0156-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute an Engineering Service Agreement with Strand Associates, Inc., for the design of the Liberty Rd. Improvements Project, at a cost not to exceed $1,244,333. [Div. of Engineering, Burton]

Summary

Authorization to execute an Engineering Service Agreement with Strand Associates, Inc. in the amount of $1,244,333 for design of the Liberty Road Improvements Project.

Authorization shall be contingent upon a concurrent request for approval to execute Supplemental Agreement No.1 with the Kentucky Transportation Cabinet (KYTC) to accept federal Surface Transportation Program (SLX) funds for the design phase of the Liberty Road Improvements Project. Budget amendment in process and some funds are Budgeted. (L0156-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Law Ashleigh Bailey, 2/1/2024

Risk Management: N/A

Fully Budgeted: Yes and BA 12800 is in process.

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $1,244,333

Annual Impact: $0

Project: LIBERTY_RD_2022

Activity: DESIGN

Budget Reference: 2022

Current Balance: BA 12800 is in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 2, 2024**

SUBJECT: **Authorization to Execute Engineering Service Agreement with Strand Associates, Inc. for Liberty Road Improvements Project**

Request: Council authorization to execute an Engineering Service Agreement with Strand Associates, Inc. in the amount of $1,244,333 for design of the Liberty Road Improvements Project. Authorization shall be contingent upon a concurrent request for approval to execute Supplemental Agreement No.1 with the Kentucky Transportation Cabinet (KYTC) to accept federal Surface Transportation Program (SLX) funds for the design phase of the Liberty Road Improvements Project.

Purpose of the Request: On March 17, 2022, (Resolution 124-2022), Council approved acceptance of SLX funds in the amount of $640,000 and a local match in the amount of $160,000, for the design phase of the Liberty Road Improvements Project, for a total design phase funding of $800,000. Supplemental Agreement No. 1 from the Kentucky Transportation Cabinet in the amount $356,000 with local match in the amount $89,000 is currently in process for Council approval to accept the award for a total of $445,000. Combined with the previous amount, the total design phase cost funding is $1,245,000.

The LFUCG Division of Engineering needs this action to design the Liberty Road Improvements project. This is a multimodal project on Liberty Road from New Circle Road to Winchester Road that will modernize the roadway and provide bicycle and pedestrian facilities.

The cost in this budget year and future budget years: $1,244,333 is the cost in FY2024. There are no anticipated costs in future budget years.

Are the funds budgeted? Yes, 3160-303202-3251-91715 LIBERTY_RD_2022 DESIGN and budget amendment 12800 is in process.

File Number: 0156-24

Director/Commissioner: Burton/Albright

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/29/2024 **Status:** Pending Approval **Amend Nbr:** 12800

Business Unit: LFUCG **Journal Date:** 01/29/2024 **Budget Period:** 2024 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	91715	Construction-Street	445,000.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	44010	Intergovernmental - Federal	356,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	89,000.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional federal funds awarded for design on Liberty Road Improvement project. (LIBERTY_RD_2022)

Net Amend Amt: 0.00

Submit for Approval

Save Add

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____ , 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Strand Associates, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Liberty Road Improvements Project** as described in the attached "**Scope of Services"** document **(Exhibit A)**. The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Liberty Road Improvements Project. The services are hereinafter referred to as the **Project**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. Meet with **OWNER** to discuss the project requirements and proposed Scope of Services, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.

1.2.4. Furnish up to three (3) copies of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.

1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.

1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.

1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.

1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.

1.3.5. Furnish up to three (3) copies of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.

1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the “Scope of Services”.

1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the “Scope of Services”.

1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the “Scope of Services”.

Note: **OWNER** may acquire easements and right-of-way in-house, or utilize the services of the **CONSULTANT** through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work, and others services as defined in Exhibit A "Scope of Services."

1.6. Construction Phase

The Construction Phase oversight shall be performed solely by the **OWNER**. However, during Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of the Services.

Note: **OWNER** may furnish construction inspection services in-house, or utilize the services of the **CONSULTANT** through a contract modification.

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit A "Scope of Services" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.
OWNER shall pay **CONSULTANT** for Basic Services rendered a lump sum fee not exceeding **one million two hundred forty four thousand three hundred and thirty three dollars ($1,244,333.00)**.

5.1.2. For Extra Work.

"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Environmental Quality and Public Works, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

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

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. Indemnification and Hold Harmless Provision

a. 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** 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.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** 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 **OWNER**.

c. 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 **OWNER** 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.

d. In the event **OWNER** 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 **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense 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 **CONSULTANT**.

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Excess/Umbrella Liability	$2 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per claim, $3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.

b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to

OWNER, unless **OWNER** waives requirement.

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.

6.9.4.2. 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.

6.9.4.3. Deductibles and Self-Insured Programs

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 **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** 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. 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. Risk Management Manual or a description of the 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.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 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 **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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

6.10 Resident Services During Construction.

The **OWNER** will furnish a Resident Project Inspector.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1 The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Mark Feibes, P.E., Section Manager of the Division of Engineering, (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the

performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. The following Exhibits are attached hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement consisting of 13 pages
2. Exhibit A – Scope of Services consisting of 12 pages (excluding title sheet)
3. Exhibit B – Fee Proposal consisting of 48 pages (excluding title sheet)
4. Exhibit C – Request for Qualifications consisting of 49 pages (excluding title sheet)
5. Exhibit D – Certificate of Insurance consisting of two (2) pages (excluding title sheet)

8.3. This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

CONSULTANT:
STRAND ASSOCIATES, INC.®

BY: Joseph M Bunker

JOSEPH M. BUNKER,
CORPORATE SECRETARY

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JOSEPH M BUNKER, as the duly authorized representative for and on behalf of STRAND ASSOCIATES, INC® on this the 30 day of JANUARY, 2024.

My commission expires: MAY 4, 2025.

LAURA ELIZABETH ROBERTS NOTARY PUBLIC STATE OF WISCONSIN

Laura Elizabeth Roberts

NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Liberty Road Improvements Project: New Circle Road to Winchester Road
Scope of Services and Related Matters

The basic services outlined in this Scope of Services document includes the preliminary and final design for reconstructing approximately 1.3 miles of Liberty Road between New Circle Road and Winchester Road.

Scope of Services

CONSULTANT will provide the following Services to OWNER:

Survey

1. Establish survey control including a minimum of four temporary benchmarks, set outside of the anticipated construction limits, for use during construction.

2. Perform deed and plat research available at the Fayette County Clerk's Office for properties along both sides of Liberty Road.

3. Send survey notification letters in advance of the topographic survey.

4. Conduct topographic survey along Liberty Road and side street approaches including the following:

    a. Existing planimetric features including existing sidewalks, edges of roadway, driveway entrances, steps, and lane markings.

    b. Horizontal location of visible utility features and marked utilities and service lines. Subsurface utility locations will be obtained as part of a future agreement amendment, as needed. Utility pole ownership information, position of utility wires labeled by utility provider, and low wire elevations to be included.

    c. Storm and sanitary sewer structure data information including rim elevations, invert elevations, and pipe connection orientation.

    d. Adjacent property features such as fences, retaining walls, flag poles, landscape lighting, mailboxes, commercial signage, and buildings.

    e. Location and identification of trees over five inches in diameter and vegetation edges. Trees with a diameter less than 5 inches that appear to be deliberately planted on a property shall also be located and identified.

    f. Location of boundary monuments found during the survey.

5. Conduct additional topographic survey of the stormwater detention area and sinkhole along the front of 1825 Liberty Road, Gate House Apartments.

6. Conduct additional topographic survey of OWNER's properties at 1760, 1764, and 1768 Liberty Road, where the project is anticipated to construct a stormwater detention base.

7. Develop existing right-of-way and property line base map including existing recorded permanent easements based on field located boundary monuments and deed research.

Preliminary Design

1. Evaluate up to four locations to provide additional uncontrolled pedestrian crossings in accordance with the *Kentucky Transportation Cabinet's Complete Streets Manual*.

2. Review and evaluate the existing parking along Liberty Road to assist in typical section development. Review will include the following:

   a. Conduct four parking observations.

   b. Review availability of driveways and off-street parking for adjoining properties.

   c. Prepare an exhibit showing existing parking observations.

   d. Develop up to two parking alternatives for the two commercial properties with existing back-out parking.

3. Develop a single-lane roundabout intersection concepts for two intersections with Liberty Road, Henry Clay Boulevard, and Appletree Lane. Prepare a conceptual layout exhibit to discuss with OWNER to evaluate if the intersection concepts are to be further advanced. No traffic counts or traffic modeling are anticipated.

4. Develop up to eight urban typical sections along Liberty Road OWNER shall select preferred typical section. Typical sections will consider the following:

   a. Providing pedestrian and bicycle facilities.

   b. Adding a two-way left-turn lane.

   c. Maintaining on-street parking on one side of the street.

   d. Adding a raised median between the roundabouts, if included.

   e. Pedestrian access to roadway crossing at bus stops.

5. Study and develop horizontal alignment and vertical alignment for Liberty Road and side street approaches.

6. Prepare a preliminary roadway CADD surface model of the potential Liberty Road improvements to develop preliminary disturbance limits and evaluate preliminary right of way and temporary easement needs.

7. Prepare preliminary drainage analysis including:

   a. Develop an existing drainage system map and perform existing conditions analysis.

   b. Develop preliminary potential drainage concept that does not increase the flow volume or peak discharges to the existing sinkhole system.

c. Perform preliminary drainage analysis of the existing downstream system to evaluate if the system has capacity for the increased flow and peak discharge of the design storms listed in the LFUCG Stormwater Manual or suggest stormwater controls to mitigate project impacts. The design anticipates installing a detention basin on OWNER's properties at 1760, 1764, and 1768 Liberty Road.

8. Prepare and submit a preliminary design memorandum with exhibits for OWNER review including the following:

   a. Prepare 50-scale roll plot exhibits showing existing right-of-way and property lines, preliminary roadway layout, preliminary right-of-way, and easement lines.

   b. Prepare 50-scale roll plot profile drawings.

   c. Prepare a summary of anticipated utility impacts, property impacts, and permitting.

   d. Prepare preliminary maintenance of traffic conceptual phasing.

   e. Prepare exhibit showing trees anticipated to be impacted by construction. Include an inventory with location, species, caliber, and whether the distance limits impact the tree trunk or drip line.

   f. Prepare a preliminary list of products, materials, or methods that may require special consideration by the Kentucky Transportation Cabinet (KYTC) or Federal Highway Administration.

   g. Prepare a list of apparent encroachments onto public right-of-way.

   h. Prepare an opinion of probable construction costs (OPCC) based on anticipated major bid items.

9. Attend one meeting with OWNER to review the preliminary design memorandum and exhibits.

Utility Coordination

1. Attend up to ten utility coordination meetings.

2. Prepare up to three utility review submittals in portable document format (PDF).

3. Develop and maintain a log of anticipated utility conflicts for review by OWNER and utility providers. The number and locations of subsurface utility locates is anticipated to be selected during design and provided via a future agreement amendment, as needed.

4. Compile utility relocation drawings prepared by others into the drawings for reference.

5. Review OWNER-provided existing sanitary sewer record drawings and sanitary video inspection files to denote preliminary sanitary lateral locations.

6. Document sanitary lateral depths provided by OWNER based on record drawings and above ground measurements at visible laterals. Subsurface lateral locations and depth may be obtained as part of a future agreement amendment.

Ecological Review

1. Perform literature and office review including a search of United States Geological Survey (USGS) topographic maps, geologic maps, National Wetland Inventory maps, aerial photographs, soil surveys, and other available materials. The scope will include the following tasks.

    a. Communicate with state and federal resource agencies regarding the presence/absence of protected species, preferred habitat for protected species, significant ecological resources, and designated natural areas.

    b. Communicate with entities regarding the presence of caves and mine portals within the project corridor including the Center for Cave and Karst Studies, the Kentucky Speleological Society, the Kentucky Geological Survey, local Grotto associations, and the Kentucky Department of Natural Resources.

2. Perform terrestrial sampling study including:

    a. Identification, description, and location of general habitat types stratified by dominant vegetation.

    b. Provide a literature review of potential habitats for federally listed species. The United States Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPAC) system identifies three federally listed bat species, and Short's bladderpod, as being potentially present in the area.

    c. The assessment for bats will include:

        (1) Documentation of potential wooded summer roosting habitat that would be impacted by the project.

        (2) Provide a literature review of the project corridor for caves, rock shelters, and mine portals. Investigations will consist of a search for these features within three miles of the project as required by USFWS for a bat biological assessment.

        (3) A Phase I Indiana Bat Habitat Assessment to identify caves, mine portals, or rock shelters within one-half mile of the project. Identified features will be assessed through completion of a Phase I Habitat Assessment to evaluate if they provide suitable winter habitat for federally listed bats.

    d. A habitat assessment for Short's bladderpod will be conducted. It is assumed that no habitat will be identified and that a more detailed survey will not be required. Findings will be documented on a No Effect Form.

3. Stream impacts will be assessed by conducting the following tasks:

    a. Habitat quality assessment of intermittent streams within the project corridor using the Rapid Bioassessment Protocol developed by the United States Environmental Protection Agency (USEPA).

b. Field identification of potential habitat for federally listed species. USFWS's IPAC system identifies four federally listed mussel species potentially in the area. There are no anticipated streams in the project area that could provide habitat for mussel species. Findings will be documented in a No Effect Form.

4. Investigate the project corridor to identify the location of potential wetlands that could be impacted by the project. Wetlands identified will be delineated to the extent of anticipated disturb limits to project information needed to assess permitting requirements. The assessment will include:

   a. Field delineation of water/wetland boundaries and completion of appropriate data forms in accordance with United States Army Corps of Engineers procedures.

   b. Mapping of wetland locations on available field maps and surveying delineated boundaries with global positioning system equipment.

5. Prepare a technical memorandum to document the location and quality of any streams and wetlands identified in the corridor. The anticipated Section 401/404 permitting requirements and estimated costs to mitigate for these impacts will be provided. No Effect documentation will be provided for threatened and endangered species for which habitat is not present within the impact area of the proposed project. Presence or absence of winter bat habitat and an estimate of quantity and mitigation costs for expected loss of summer bat roosting habitat will be provided. Submit draft copies of the memorandum for OWNER and KYTC review, revise to address comments (as appropriate), and resubmit as a final report.

6. Prepare the Biological Assessment (BA) documenting field assessments completed and addressing potential direct, indirect, and cumulative impacts to endangered or threatened bats including the results of the search for cave, mine portal, or rock shelter habitat within one-half mile of the project limits and the literature review for habitat within three miles. The BA will also include an assessment of the availability of summer habitat and potential foraging corridors. Maps documenting summer habitat acreage impacted by the project will be developed. It is assumed that effects to Indiana and gray bats will be addressed using existing programmatic approaches and that effects to the northern long-eared bat will be addressed using the USFWS 4(d) rule. Provide the report to OWNER for review and comment. The report will be suitable for conducting Section 7 consultation with USFWS Kentucky Field Office. Submit draft copies of the memorandum, revise to address comments (as appropriate), and resubmit as a final report.

<u>Hazardous Materials and Underground Storage Tank (UST) Assessment</u>

1. Conduct investigation along the corridor to review sites with Recognized Environmental Conditions. Areas of potential new right-of-way or locations with anticipated deep excavation will be a focal point of the review.

2. Conduct a preliminary record review to evaluate former land uses and the potential for site contamination by hazardous waste(s) or substance(s). Specific activities to be included in the record review are:

    a. USEPA Federal Database search available for listings such as National Priorities List; Comprehensive Environmental Response, Compensation, and Liability Act; USEPA Civil Enforcement; USEPA Docket Center; Emergency Response Notification System; Facility Index System; Resource Conservation and Recovery Act; and Regional Conservation Investment Strategy. This search will include a one-half mile radius from the corridor.

    b. Review of existing, historical aerial photography of the project corridor.

    c. For properties where excavation is anticipated to exceed three feet, records from state and local/municipal agencies, governmental, environmental, utility and other appropriate organizations will be requested and reviewed.

3. For properties where excavation is anticipated to exceed three feet, perform a site visit to develop a physical description and review relevant environmental characteristics of the subject property and adjacent properties. Recognized environmental conditions on those properties will be documented and the relevant findings will be included in the final report. Specific site visit activities will include:

    a. Identification of potential hazardous substances (e.g., chemical drums/containers, asbestos, stored petroleum products, UST and aboveground storage tanks, and electrical transformers which may contain polychlorinated biphenyls).

4. Conduct an environmental site assessment base study and develop a report in accordance with ASTM E1527-13 and All Appropriate Inquiry Standards. The base study will follow KYTC's Division of Environmental Analysis (DEA) Guidance and Accountability Form and identify Recognized Environmental Conditions, Historical Recognized Environmental Conditions, and Controlled Recognized Environmental Conditions, as well as hazardous substances and petroleum products that may contaminate affected sites. Environmental sampling is not part of this Phase 1 Scope of Service. Provide PDF copies of both the draft and final Hazardous Materials Assessment Report. The report will include:

    a. A general project description, overview, and setting.

    b. Geologic and hydrogeology conditions on site.

    c. Listing of findings obtained from the records review and site reconnaissance.

    d. Site locator maps of areas of concern.

    e. Governmental, utility, and environmental agency requests for information and responses.

    f. USEPA federal database search reports and summary of findings.

    g. Conclusions and Recommendations Table.

5. Attend one project team meeting to discuss the report and findings.

Cultural Historic Analysis and Section 106 Consultation Scope

1. Conduct the cultural resources assessment, prepare the report in accordance with the current Commonwealth of Kentucky's State Historic Preservation Office (SHPO) specifications that identifies properties listed on the National Register of Historic Places (NRHP), provide considerations for additional properties having characteristics making them eligible for the NRHP, and assess effects on these resources that may occur as a result of implementing the project.

2. Develop the Area of Potential Effect (APE) using USGS topographic maps and geographic information system (GIS) aerial data. The recommended APE is anticipated to be the default distance of 150 feet on each side of the proposed centerline under KYTC's programmatic agreement with SHPO. Communicate with SHPO for concurrence with the APE.

3. Conduct research using Kentucky Heritage Council and SHPO files and libraries for completed surveys, NRHP sites, and significant events in project area.

4. Conduct title and archival research on properties identified as potentially eligible for the NRHP.

5. Prepare a brief summary of existing or proposed contexts which appear to apply to context development.

6. Conduct assessments of up to 233 sites within the APE.
    a. Reevaluate current NRHP sites.
    b. Conduct windshield survey of sites within APE.
    c. Evaluate and photograph sites that appear greater than 50 years old.
    d. Prepare survey forms for properties more than 50 years old.
    e. Document boundaries for potentially eligible properties.
    f. Develop effects determinations for each alternative and each eligible property.

7. Communicate historic property survey results, including effect determinations, with KYTC approved Consulting Parties. Individual Consulting Party meetings are not anticipated

8. Prepare the following exhibits:
    a. Location exhibits for each survey form.
    b. Topographic maps for sites potentially eligible for the NRHP using USGS map and GIS aerial mapping.

9. NRHP figures will include project mapping to show the property locations proximity to potential alternatives.

10. Prepare and submit an electronic draft Eligibility and Effects Report for properties within

the established APE including photographs, brief site descriptions, eligibility determinations, effects analysis and survey forms, inventory of sites, and historic context.

11. Attend meeting with OWNER, KYTC, and SHPO to discuss the draft report.

12. Review and respond to OWNER, KYTC, and SHPO comments.

13. Prepare a PDF copy of the final Eligibility and Effects Report. Prepare one hard copy and an electronic copy of the survey forms.

Phase 1 Archaeological Survey

1. Conduct a review of records available at the Office of State Archaeology of the project area and include a two-kilometer buffer.

2. Conduct a field investigation consisting of a survey of the potential surface disturbance area in accordance with standard archaeological methods (e.g., pedestrian and shovel test survey). The field investigation includes up to 104 shovel test probes (STP), up to six deep/auger STPs, and up to one archaeological site will be recorded.

3. Submit digital copy of the draft report for OWNER, KYTC, and the Kentucky Heritage Council SHPO.

4. Incorporate review comments into the report and submit up to three hard copies and one digital copy of the report. Upon approval of the Phase 1 report, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the standards of the federally accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington.

Socioeconomic Analysis

1. Conduct an assessment of existing socioeconomic conditions and evaluate base conditions and impacts.

2. Obtain a Farmland Impact Rating Form through Natural Resources Conservation Services (NRCS) documenting impacts from the project in accordance with NRCS-Conversation Planning Activities-Section 106 guidelines. The analysis will be used to assess impacts that may be experienced by area farmers and to satisfy National Environmental Policy Act standards.

3. Prepare and submit a PDF copy of the draft technical memorandum including the findings of the office research and record review for OWNER, KYTC, and SHPO review.

4. Review and respond to comments, and prepare and submit an electronic final technical memorandum.

Air Quality Analysis

Prepare a brief statement about air quality to be incorporated into the CE document. Project is anticipated to have "no potential" for mobile sources air toxics effects; therefore, no qualitative analysis will be provided.

Categorical Exclusion (CE) Level 1

Document a CE checklist with KYTC DEA in accordance with applicable state and federal laws and policies.

1. Prepare a draft Purpose and Need Statement for OWNER review and comment.

2. Document alternatives considered using the discussion of the alternatives developed for the project design executive summary.

3. Include discussion of air quality, highway noise, land use (existing and identified in approved land use plans), streams and floodplains, groundwater, water quality, wetlands, permits, threatened and endangered species, cultural historic resources and the Section 106 process, archaeological resources, community and social impacts, environmental justice, pedestrian and bicycle facilities, hazardous materials, and construction activities that arise during the development of the project. Direct, indirect, and cumulative impacts, as appropriate, will be considered and documented.

4. Document potential mitigation measures and commitments and provide appendices, including evidence of agency communication and completion of supporting technical reports. Exhibits will be incorporated to illustrate the location of each environmental element of concern as it relates to OWNER's preferred alternative.

5. Attend a public meeting to present the alternative(s) being considered and solicit input of those in attendance.

6. Prepare and submit draft a CE checklist for OWNER and KYTC review.

7. Review and respond to comments and prepare and submit an electronic final CE checklist.

Final Design

1. Provide roadway drawings including:
    a. Cover sheet.
    b. Quantity summary, survey control, and general notes.
    c. Typical sections selected by OWNER. Pavement design is anticipated to be based on geotechnical analysis provided as part of a future agreement amendment, as needed.
    d. Plan and profile drawings (20-scale).
    e. Right-of-way detail drawings.

f. Cross section drawings (five-scale) at 50-foot intervals, driveways, step locations, and retaining walls.

g. Maintenance of traffic construction phasing drawings and notes.

h. Intersection control drawing for Henry Clay Boulevard and Appletree Lane intersections. Drawing will include either roundabout layout and grading sheets or intersection grading and traffic signal drawings, based on OWNER-selected intersection control.

i. Retaining wall layout sheet with plan and elevation for up to eight retaining walls using standard drawings for gravity walls.

j. Striping, signing, and signal drawings.

k. Landscape and hardscape drawings and details.

l. Coordinate control drawings.

m. Intersection grading drawings including up to 34 curb ramp details.

n. Right-of-way summary sheet and strip maps with areas. The number of legal descriptions and public acquisition plats will be determined during final design and provided via a future agreement amendment, as needed.

o. Detail drawings.

p. Storm sewer profile drawings and details for stormwater control facilities.

q. Erosion and sediment control drawings.

r. Lighting drawings and details for pole, conduit, and junction box locations. Provide photometric analysis using AGI-32 for lighting design along the corridor and submitted to OWNER for review.

2. Prepare a right-of-way drawing submittal including developing project range of values, preparing project report, and right-of-way phase budget. Legal descriptions, public acquisition plats, and right-of-way revisions will be provided as part of a future agreement amendment, as needed.

3. Prepare final construction drawing submittal for OWNER review including:

   a. Drawings.

   b. Technical specifications.

   c. Section 1 of the KYTC Local Public Agency Project Development Checklist.

   d. Traffic Management Plan in accordance with KYTC guidelines.

   e. OPCC.

   f. Provide a summary document listing the testing requirements for construction materials in accordance with KYTC procedures. For materials that cannot be

sampled and tested in accordance with KYTC guidelines, prepare an alternative test method or justification as to why testing is not warranted.

4. Attend a final review meeting with OWNER.

5. Incorporate OWNER comments, as appropriate.

6. Prepare and submit permit applications.

7. Submit contract documents to OWNER for bid.

8. Prepare technical support services during construction bidding, including preparation of responses to technical questions, attendance at a prebid meeting, reviewing the bid tabulation, submitting a recommendation for award, and preparing Section II of the KYTC LPA PDC and compiling accompanying paperwork.

Meetings and Public Involvement

1. Prepare for and attend up to 12 project design meetings with OWNER.

2. Prepare for and attend up three open house-style public meetings.

3. Attend up to 20 individual meetings with property owners to review site specific concerns during design.

Schedule and Completion

CONSULTANT will meet the following schedule. Calendar days are counted from the date that a written notice to proceed is received by the CONSULTANT which is anticipated on February 22, 2024. Exact times of meetings will be arranged by CONSULTANT.

Schedule

Service	Schedule
Project kickoff meeting	20 days
Submission of preliminary drawings	270 days
Meeting to review preliminary drawings	280 days
Hold public meeting	300 days
Submission of right-of-way summary sheets, strip maps, and cost opinion	360 days*
Submission of 90 percent design drawings	360 days*
Submission of draft CE document	360 days
Meeting to review right-of-way drawings	380 days*
Submission completed right-of-way drawings	420 days*
Prepare bidding documents and final drawings	800 days**

*Schedule for submission of right-of-way drawings contingent upon completion of geotechnical services and subsurface utility locations to be added by a future agreement amendment, as needed.

**Schedule for bidding documents and final drawings contingent upon right-of-way being acquired and construction funding to be obligated.

Compensation

OWNER shall compensate CONSULTANT for Base Scope of Services a lump sum of $1,244,333.

EXHIBIT B

FEE PROPOSAL

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 19, 2023	COUNTY:	Fayette	ITEM #:	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	34	34	$ 59.80	$ 2,033.20
Preliminary Line and Grade	1137	1137	$ 58.26	$ 66,241.62
Utility Coordination	322	322	$ 58.96	$ 18,985.12
Right of Way Plans	208	208	$ 57.14	$ 11,885.12
Final Plans	2180	2065	$ 56.04	$ 115,722.60
Meetings	138	138	$ 61.20	$ 8,445.60
Public Involvement	109	91	$ 61.20	$ 5,569.20
Environmental	70	70	$ 66.83	$ 4,678.10
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	4198	4065	$ 57.46	$ 233,560.56

OVERHEAD (150.66 %)	$	351,882.34
PROFIT (15.00 %)	$	87,816.43
COST OF MONEY (1.45 %)	$	3,386.63

DIRECT COSTS	AMOUNT
Computer Time - $14.00 per hour, 2850 hours	$ 39,900.00
Printing: 1,000 Each x $0.15, Plan Sheets (200 sheets x 12 sets x 6 SFT x $0.35)	$ 5,190.00
TOTAL DIRECT COSTS	$ 45,090.00

SUBCONSULTANTS	AMOUNT
Palmer Engineering (Design and Environmental)	$ 470,759.00
Element Design	$ 25,260.00
Metric Environmental	$ 26,578.00
TOTAL SUBCONSULTANTS	$ 522,597.00

TOTAL FEE	$ 1,244,333

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Strand Associates, Inc.		SIGNED BY: Chase K. Wright, P.E.
Chase K Wright	Project Manager	10/19/2023
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

CLASSIFICATIONS AND PERCENTAGES

COUNTY	Fayette County
CONSULTANT	Strand Associates, Inc.
PROJECT	Liberty Road
ITEM NO.	07-329

Escalation Rate:	5.00%	Based on Approved Audited Rates	7/14/2023
Estimated Midpoint:	7/15/2024	Based on Notice to Proceed	12/14/2023
Period(s):	1.01	Based on Estimated Completion Dat	2/14/2025
Factor:	5.05%		

POSITION	AVG. RATE	ESCALATED RATE	Survey ITEM I		Preliminary Line and Grade ITEM II		Utility Coordination ITEM III		Right of Way Plans ITEM IV		Final Plans ITEM V		Meetings and Public Involvement ITEM VI		Environmental ITEM VII	
Senior Project Manager	$94.05	$98.80	$9.88	10.0%	$7.90	8.0%	$7.90	8.0%	$7.90	8.0%	$7.90	8.0%	$9.88	10.0%	$14.82	15.0%
Project Engineer	$62.71	$65.88	$23.06	35.0%	$23.06	35.0%	$26.35	40.0%	$19.76	30.0%	$16.47	25.0%	$30.96	47.0%	$39.53	60.0%
Engineer	$49.30	$51.79	$18.13	35.0%	$15.54	30.0%	$12.95	25.0%	$15.54	30.0%	$15.54	30.0%	$10.36	20.0%	$10.36	20.0%
Engineer in Training	$41.55	$43.65	$8.73	20.0%	$10.91	25.0%	$10.91	25.0%	$13.09	30.0%	$15.28	35.0%	$8.73	20.0%	$0.00	0.0%
Office Production	$40.33	$42.37	$0.00	0.0%	$0.85	2.0%	$0.85	2.0%	$0.85	2.0%	$0.85	2.0%	$1.27	3.0%	$2.12	5.0%
				100%		100%		100%		100%		100%		100%		100%
TOTAL			$59.80		$58.26		$58.96		$57.14		$56.04		$61.20		$66.83	

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	1.53	0	0
2	Utilities - (data gathering, identification & contact)	1	No.	8	1	8
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.53	2	3
	CONTROL					
4	Horizontal	2	Mile	1.53	0	0
5	Vertical	2	Mile	1.53	0	0
6	Process data	1	Mile	1.53	0	0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	1.53	2	6
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	1.53	2	6
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	1.53	0	0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	55	0	0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre	6	0	0
21	Process data	1	Mile	1.53	2	3
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	138	0	0
23	Field tie property lines/corners	1	Parcel	138	0	0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.	2	0	0
29	Review and assess condition of existing trees	1	LS	1	8	8
30						
	SURVEY TOTAL					**34**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
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ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	12	12
42	Prepare existing manuscripts	Mile	1.53	20	31
43	Establish approximate property lines and ownership	Parcel	138	0.1	14
44	Study and develop typical sections	No.	8	4	32
45	Study and develop horizontal alignments	Mile	1.53	40	61
46	Study and develop vertical alignments	Mile	1.53	24	37
47	Preliminary Roadway Model - Mainline Backbone	Mile	1.3	80	104
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	80	18
49	Preliminary Roadway Model - Mainline Grading	Mile	1.3	60	78
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	60	14
51	Preliminary Roadway Model - Intersection Grading	No.	8	16	128
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.	2	20	40
53	Preliminary Roadway Model - Entrances	No.	130	0.5	65
54	Pre-size pipes (all alternates)	No.	40	1	40
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	80	80
61	Plot/print copies of plans for team meeting and inspections	LS	1	20	20
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	40	80
63	Revise plans and estimates	LS	1	48	48
64	Preliminary Right of Way with taking areas	Parcel	69	1	69
65	Prepare Preliminary Design Memorandum	LS	1	32	32
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	8	8
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.	4	6	24
68A	Review and evaluate existing parking (Up to 4 observation events)	No.	4	4	16
68B	Prepare exhibit showing existing parking demand	No.	1	12	12
68C	Develop parking alternatives	No.	2	8	16
69	Study and development of roundabout intersection	No.	2	0	0
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS	1	48	48
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	2	2
72B	Develop preliminary hardscape improvements	No.	3	1	3
72C	Prepare rendered plan and perspectives showing plantings	No.	3	1	3
72D	Prepare exhibit showing preliminary tree impacts	No.	1	2	2
	PRELIMINARY LINE AND GRADE TOTAL				**1137**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	10	4	80
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile	1.53	80	122
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	4	12
80	Develop and maintain log of utility conflicts		LS	1	60	60
81	Prepare utility relocation budget based on utility provided estimates		LS	1	24	24
82	Review existing sanitary sewer record drawings and CCTV		LS	1	24	24
	UTILITY COORDINATION TOTAL					**322**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	138	0.00	0
82	Establish property and ownership	Parcel	138	0.0	0
83	Calculate Right of Way	Parcel	69	1.0	69
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	69	0.5	35
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	5	8	40
87	Prepare Right of Way Plans Submittal	LS	1	24	24
88	Right of Way revisions after Right of Way submittal	LS	1	0	0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS	1	40	40
90					
	RIGHT OF WAY PLANS TOTAL				**208**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
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ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	4	4
97	Develop pavement design	No.	1	8	8
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	1.53	24	37
101	Revise roadway plans from soils report	Mile	1.53	12	18
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	1.3	50	65
103	Final Roadway Model - Approach Backbone	Mile	0.23	60	14
104	Final Roadway Model - Mainline Grading	Mile	2.6	40	104
105	Final Roadway Model - Approach Grading	Mile	0.46	50	23
106	Final Roadway Model - Intersection Grading	No.	6	20	120
107	Final Roadway Model - Roundabouts - Single Lane	No.	2	0	0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.	74	0.5	37
110	Final Roadway Model - Entrances - Medium	No.	130	1	130
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre	12.61	1	13
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile	1.53	24	37
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.	5	28	140
123	Roadway ditches and channels	Mile	0.75	12	9
124	Inlet spacing calculations	No.	45	1	34
125	Storm sewers calculations	No.	60	1	45
126	Develop storm sewer profile	No.	60	2	90
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	24	24
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
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ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	8	8
136	Prepare typical sections	No.	4	8	32
137	Generate plan sheets *(scale 1" = 20')*	Sheet	15	8	120
138	Generate additional RW plan sheets	Sheet	15	4	60
139	Generate profile sheets *(scale 1" = 20')*	Sheet	15	2	30
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.	340	0.5	170
141	Prepare coordinate control sheet	Mile	1.53	6	9
142	Prepare elevation developments	No.	10	8	80
143	Prepare striping and signage plan	No.	15	0	0
144	Develop Erosion Control Plan	Mile	1.53	30	46
145	Calculate final quantities	Mile	1.53	24	37
146	Complete general summary	LS	1	16	16
147	Complete paving summary	LS	1	6	6
148	Complete drainage summary	LS	1	8	8
149	Complete pavement under-drain summary	LS	1	4	4
150	Prepare cost estimate	LS	1	16	16
151	Prepare KMZ's	LS	1	6	6
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	30	30
153	Prepare construction phasing plans	Mile	1.53	80	122
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	16	16
160	Plan revisions	Mile	1.53	50	77
161	Prepare final construction plans submittal	LS	1	36	36
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	12	12
163B	Prepare materials testing matrix	LS	1	10	10
163C	Prepare and submit permit applications	LS	1	20	20
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	20	20
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet	8	0	0
164B	Prepare typical wall sections and other wall details	Sheet	1	0	0
165	Prepare traffic signal design and details	LS	1	0	0
166A	Prepare photometric analysis for utility provided lighting	LS	1	50	50
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet	15	4	60
166C	Prepare lighting details	LS	1	8	8
167	Prepare landscape drawings, specifications, and details	LS	1	4	4
168					0
	FINAL PLANS TOTAL				**2065**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
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		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	3	No.	1	5	15
170	Geometric review meeting	3	No.			0
171	Drainage inspection	3	No.			0
172	Final inspection	3	No.	1	5	15
173	Misc. project coordination meetings	3	No.	8	3	72
174	Project team meetings	3	No.	4	3	36
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**138**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	5	15
184A	Attend Public Meetings/Hearings	3	No.	3	4	36
184B	Individual Meetings with Property Owners	1	No.	20	2	40
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**91**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

	SURVEY TOTAL	**34**
	LINE AND GRADE TOTAL	**1137**
	UTILITY COORDINATION TOTAL	**322**
	RIGHT OF WAY PLANS TOTAL	**208**
	FINAL PLANS TOTAL	**2065**
	MEETINGS TOTAL	**138**
	PUBLIC INVOLVEMENT TOTAL	**91**
	QA/QC TOTAL	**0**
	GRAND TOTAL	**3995**

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/23

Categorical Exclusion

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	Draft CE					
1	Compile Checklist Info	1	Hour	1	4	4
2	Public Officials Coordination (Level III)		Hour			0
3	Draft CE	1	Hour	1	4	4
4	Exhibit Preparation	1	Each	6	0	0
5	Peer Review	1	Hour	1	0	0
	Total					8
	Final CE					
6	Project Team Meetings	1	Hour	2	0	0
7	CE Review Meetings	1	Each	1	0	0
8	Public Information Meetings (Level III)	1	Hour	1	0	0
	Total					0
	Final CE Review					
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	Hour	1	0	0
11	FHWA Review		Hour			0
12	Final CE	1	Hour	1	0	0
	Total					4
	Meetings and Project Management					
50X	Baseline Review Meetings	1	Each	4	0	0
50X	Internal Status Review Meetings	1	Each	2	0	0
50X	Project Management	1	Hour	1	0	0
	Total					0

CE Grand Total	12

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Cultural Historic

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	0	0
2	Field Research/Drive time	2	lump sum	1	0	0
3	Context Development	1	lump sum	1	4	4
	Total					4
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	1	0	0
5	Plans or Construction maps	1	exhibits	30	0	0
6	CADD Operator	1	exhibits			0
	Total					0
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	0	0
8	Administrative Review	1	lump sum	1	0	0
	Total					0
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	5	5
11	Report Writing Final	1	lump sum	1	5	5
12	Survey Forms	1	forms	233	0	0
13	Development/Approval of Area of Potential Effect	1	No.	1	4	4
14						
	Total					14
MEETINGS AND COORDINATION						
15	Meeting with Project Team	1	meetings	1	0	0
16	Section 106 Meeting		meetings			0
17	Response to SHPO/DEA/FHWA	1	meetings	1	0	0
	Total					0
SURVEY MISCELLANEOUS						
18	Attend Public Meetings	1	meetings	1	0	0
50X	Project Management	1	lump sum	1	0	0
	Total					0

CULTURAL HISTORIC SURVEY GRAND TOTAL	18

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	lump sum	1	0	**0**
2	Division of Waste Management	1	lump sum	1	0	**0**
3	Deed Search/Database	1	lump sum	1	0	**0**
	Total					0
FIELD WORK						
4	Inspection	1	lump sum	1	0	**0**
5	Interviews- Property owners, neighboring residents and bu	1	lump sum	1	0	**0**
6	Documentation	1	lump sum	1	4	**4**
	Total					4
ANALYSIS						
7	Data Compilation	1	lump sum	1	0	**0**
8	Data Assessment	1	lump sum	1	0	**0**
	Total					0
REPORTS						
9	Writing/Recommendation (Draft & Final)	1	lump sum	1	0	**0**
10	Exhibits/Graphics	1	exhibits	2	0	**0**
	Total					0
MEETINGS						
11	Meetings	1	lump sum	1	0	**0**
50x	Project Management	1	lump sum	1	0	**0**
	Total					0

PHASE I ENVIRONMENTAL SITE ASSESSMENT TOTAL	4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Biological Assessment

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	OFFICE RESEARCH					
1	Identification of Listed Species	1	No.	1	0	0
2	Species Status	1	No.	1	0	0
3	Prepare Field Maps	1	No.	1	0	0
	Total					0
	FIELD INVESTIGATION					
4	Mobilization, Field Preparation	1	LS	1	0	0
5	Evaluate Ecological Habitat	1	No.	1	0	0
6	Field Survey	1	No.	1	0	0
7	Prepare Field Data Sheets	1	No.	4	0	0
	Total					0
	REPORT PREPARATION					
8	Draft report	1	No.	1	4	4
9	Prepare Exhibits	1	No.	4	0	0
10	Typing and Clerical	1	LS	1	0	0
11	Administrative review	1	No.	1	0	0
12	Guidance and Accountability Form		No.			0
13	Response to LFUCG comments	1	LS	1	0	0
14	Final report	1	No.	1	0	0
						4
	PROJECT COORDINATION					
15	Project Administration	1	LS	1	0	0
16	Meetings	1	No.			0
50x	Project Management	1	lump sum			0
	Total					0

	Grand Total					4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Phase 1 Archaeological Intensive Survey

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Background research at OSA	1	Hr.	1	8	**8**
2	Archival research	1	Hr.	1	4	**4**
3	Context Development	1	Hr.	1	8	**8**
	Total					20
FIELDWORK AND ANALYSIS						
4	Shovel Probing (Standard)	2	No.	52	0	**0**
5	Shovel Probing plus augering	2	No.	3	0	**0**
6	Site Recordation	2	Hr.	1	0	**0**
	Total					0
ANALYSIS						
7	Artififact cleaning	1	Hr.	1	0	**0**
8	Artififact analysis	1	Hr.	1	0	**0**
	Total					0
LABORATORY WORK						
9	Artifact Processing	1	Hr.	1	0	**0**
10	Curation	1	Hr.	1	0	**0**
	Total					0
REPORT PREPARATION						
11	Writing	1	Hr.	1	6	**6**
12	Exhibits (Figures per SOW)	1	Hr.	1	6	**6**
13	Administrative Review/PM	1	Hr.	1	0	**0**
	Total					12
MISCELLANEOUS						
14	Travel Time	2	Hr.	1	0	**0**
	Total					0

PHASE 1 ARCHAEOLOGICAL INTENSIVE SURVEY GRAND TOTAL	32

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 10, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	664	757	$ 50.81	$ 38,463.17
Preliminary Line and Grade	123	123	$ 55.03	$ 6,768.69
Right of Way Plans	104	104	$ 55.03	$ 5,723.12
Final Plans	399	371	$ 55.03	$ 20,416.13
Meetings	27	27	$ 73.67	$ 1,989.09
Public Involvement	57	39	$ 73.67	$ 2,873.13
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	1374	1421	$ 53.65	**$ 76,233.33**

OVERHEAD (178.01 % **)**	$	135,702.95
PROFIT (15.00 % **)**	$	31,790.44
COST OF MONEY (0.21 % **)**	$	160.09

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 243,887**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
	Vice President	10/13/2023
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	1.53	4	6
2	Utilities - (data gathering, identification & contact)	1	No.	8	3	24
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.53	4	6
	CONTROL					
4	Horizontal	2	Mile	1.53	12	37
5	Vertical	2	Mile	1.53	12	37
6	Process data	1	Mile	1.53	4	6
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	1.53	30	92
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	1.53	18	55
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	1.53	52	80
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	55	1	110
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre	6	6	72
21	Process data	1	Mile	1.53	6	9
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	138	0.5	69
23	Field tie property lines/corners	1	Parcel	138	1.0	138
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.	2	4	16
29	Review and assess condition of existing trees	1	LS	1	0	0
30						
	SURVEY TOTAL					**757**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	0	0
42	Prepare existing manuscripts	Mile	1.53	0	0
43	Establish approximate property lines and ownership	Parcel	138	0.4	55
44	Study and develop typical sections	No.	8	0	0
45	Study and develop horizontal alignments	Mile	1.53	0	0
46	Study and develop vertical alignments	Mile	1.53	0	0
47	Preliminary Roadway Model - Mainline Backbone	Mile	1.3	0	0
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	0	0
49	Preliminary Roadway Model - Mainline Grading	Mile	1.3	0	0
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	0	0
51	Preliminary Roadway Model - Intersection Grading	No.	8	0	0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.	2	0	0
53	Preliminary Roadway Model - Entrances	No.	130	0.0	0
54	Pre-size pipes (all alternates)	No.	40	0	0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	0	0
61	Plot/print copies of plans for team meeting and inspections	LS	1	0	0
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	0	0
63	Revise plans and estimates	LS	1	0	0
64	Preliminary Right of Way with taking areas	Parcel	69	0	0
65	Prepare Preliminary Design Memorandum	LS	1	8	8
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	0	0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.	4	0	0
68A	Review and evaluate existing parking (Up to 4 observation events)	No.	4	0	0
68B	Prepare exhibit showing existing parking demand	No.	1	0	0
68C	Develop parking alternatives	No.	2	0	0
69	Study and development of roundabout intersection	No.	2	24	48
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS	1	12	12
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	0	0
72B	Develop preliminary hardscape improvements	No.	3	0	0
72C	Prepare rendered plan and perspectives showing plantings	No.	3	0	0
72D	Prepare exhibit showing preliminary tree impacts	No.	1	0	0
	PRELIMINARY LINE AND GRADE TOTAL				**123**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	10	0	0
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile	1.53	0	0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	0	0
80	Develop and maintain log of utility conflicts		LS	1	0	0
81	Prepare utility relocation budget based on utility provided estimates		LS	1	0	0
82	Review existing sanitary sewer record drawings and CCTV		LS	1	0	0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	138	0.25	35
82	Establish property and ownership	Parcel	138	0.5	69
83	Calculate Right of Way	Parcel	69	0.0	0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	69	0.0	0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	5	0	0
87	Prepare Right of Way Plans Submittal	LS	1	0	0
88	Right of Way revisions after Right of Way submittal	LS	1	0	0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS	1	0	0
90					
	RIGHT OF WAY PLANS TOTAL				**104**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	0	0
97	Develop pavement design	No.	1	0	0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	1.53	0	0
101	Revise roadway plans from soils report	Mile	1.53	0	0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	1.3	0	0
103	Final Roadway Model - Approach Backbone	Mile	0.23	0	0
104	Final Roadway Model - Mainline Grading	Mile	2.6	0	0
105	Final Roadway Model - Approach Grading	Mile	0.46	0	0
106	Final Roadway Model - Intersection Grading	No.	6	0	0
107	Final Roadway Model - Roundabouts - Single Lane	No.	2	60	120
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.	74	0.0	0
110	Final Roadway Model - Entrances - Medium	No.	130	0	0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre	12.61	0	0
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile	1.53	0	0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.	5	0	0
123	Roadway ditches and channels	Mile	0.75	0	0
124	Inlet spacing calculations	No.	45	0	0
125	Storm sewers calculations	No.	60	0	0
126	Develop storm sewer profile	No.	60	0	0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	0	0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	0	0
136	Prepare typical sections	No.	4	0	0
137	Generate plan sheets *(scale 1" = 20')*	Sheet	15	0	0
138	Generate additional RW plan sheets	Sheet	15	0	0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	15	0	0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.	340	0.0	0
141	Prepare coordinate control sheet	Mile	1.53	0	0
142	Prepare elevation developments	No.	10	4	40
143	Prepare striping and signage plan	No.	15	4	60
144	Develop Erosion Control Plan	Mile	1.53	0	0
145	Calculate final quantities	Mile	1.53	0	0
146	Complete general summary	LS	1	0	0
147	Complete paving summary	LS	1	0	0
148	Complete drainage summary	LS	1	0	0
149	Complete pavement under-drain summary	LS	1	0	0
150	Prepare cost estimate	LS	1	0	0
151	Prepare KMZ's	LS	1	0	0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	0	0
153	Prepare construction phasing plans	Mile	1.53	0	0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	0	0
160	Plan revisions	Mile	1.53	10	15
161	Prepare final construction plans submittal	LS	1	4	4
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	4	4
163B	Prepare materials testing matrix	LS	1	0	0
163C	Prepare and submit permit applications	LS	1	0	0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	0	0
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet	8	6	48
164B	Prepare typical wall sections and other wall details	Sheet	1	0	0
165	Prepare traffic signal design and details	LS	1	80	80
166A	Prepare photometric analysis for utility provided lighting	LS	1	0	0
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet	15	0	0
166C	Prepare lighting details	LS	1	0	0
167	Prepare landscape drawings, specifications, and details	LS	1	0	0
168					0
	FINAL PLANS TOTAL				**371**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
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		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	2	No.	1	5	10
170	Geometric review meeting	1	No.			0
171	Drainage inspection	1	No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings	1	No.	8	0	0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**27**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	5	15
184A	Attend Public Meetings/Hearings	2	No.	3	4	24
184B	Individual Meetings with Property Owners	1	No.	20	0	0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**39**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

	SURVEY TOTAL					**757**
	LINE AND GRADE TOTAL					**123**
	UTILITY COORDINATION TOTAL					**0**
	RIGHT OF WAY PLANS TOTAL					**104**
	FINAL PLANS TOTAL					**371**
	MEETINGS TOTAL					**27**
	PUBLIC INVOLVEMENT TOTAL					**39**
	QA/QC TOTAL					**0**
	GRAND TOTAL					**1421**

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 10, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Document Preparation	186	186	$ 69.74	$ 12,971.64
Socioeconomic	78	78	$ 53.43	$ 4,167.54
Ecology	106	106	$ 54.60	$ 5,787.60
Air Quality	4	4	$ 76.37	$ 305.48
Cultural Historic	667	667	$ 54.99	$ 36,678.33
UST/Hasmat	98	98	$ 54.60	$ 5,350.80
Biological Assessment	78	78	$ 54.60	$ 4,258.80
Phase 1 Archaeological	20	20	$ 69.74	$ 1,394.80
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	1237	1237	$ 57.33	**$ 70,914.99**

OVERHEAD (178.01 % **)**	$	126,235.77
PROFIT (15.00 % **)**	$	29,572.61
COST OF MONEY (0.21 % **)**	$	148.92

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 226,872**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering		**SIGNED BY:** Stephen Sewell
	Vice President	10/13/2023
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/23

Categorical Exclusion

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	Draft CE					
1	Compile Checklist Info	1	Hour	1	40	40
2	Public Officials Coordination (Level III)		Hour			0
3	Draft CE	1	Hour	1	36	36
4	Exhibit Preparation	1	Each	6	2	12
5	Peer Review	1	Hour	1	8	8
	Total					96
	Final CE					
6	Project Team Meetings	1	Hour	2	2	4
7	CE Review Meetings	1	Each	1	2	2
8	Public Information Meetings (Level III)	1	Hour	1	8	8
	Total					14
	Final CE Review					
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	Hour	1	4	4
11	FHWA Review		Hour			0
12	Final CE	1	Hour	1	8	8
	Total					16
	Meetings and Project Management					
50X	Baseline Review Meetings	1	Each	4	4	16
50X	Internal Status Review Meetings	1	Each	2	2	4
50X	Project Management	1	Hour	1	40	40
	Total					60

CE Grand Total	186

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Socioeconomic

No.	ITEM	CREW	UNIT	AMOUNT	HRS/ITEM	TOTAL HOURS
	FIELD RESEARCH					
1	Windshield Surveys	1	lump sum	1	8	**8**
2	Meetings w/ Public & Public Officials	1	lump sum	1	4	**4**
	Total					**12**
	OFFICE RESEARCH					
3	Data Collection	1	lump sum	1	16	**16**
	Total					**16**
	REPORT PREPARATION					
4	Typing and Clerical	1	lump sum	1	28	**28**
5	Guidance and Accountability Form		lump sum			**0**
6	Administrative Review	1	lump sum	1	4	**4**
7	Response to DEA Comments	1	exhibits	1	1	**1**
8	Editing	1	lump sum	1	1	**1**
9	Final Report	1	lump sum	1	4	**4**
	Total					**38**
	MEETINGS AND COORDINATION					
10	DEA/LFUCG	1	meetings	1	4	**4**
11	Public Meetings	1	meetings	1	0	**0**
12	Project Team Meetings	1	meetings	1	0	**0**
50X	Project Management	1	lump sum	1	8	**8**
	Total					**12**

GRAND TOTAL	**78**

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Terrestrial and Aquatic Biology

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
Literature Review/Orientation						
1	Biological	1	LS	1	6	6
2	Physical	1	LS	1	4	4
	Total					10
Field						
	Terrestrial					
3	Botanical Sampling	1	LS	1	4	4
4	Zoological Sampling	1	LS	1	4	4
	Total					8
	Aquatic					
5	Zoological Sampling	1	LS	1	4	4
6	Water Chemistry	1	LS	1	4	4
	Total					8
	Wetlands					
7	Determination	1	LS	1	4	4
8	Delineation	1	LS	1	2	2
	Total					6
Coordination/Meetings						
9	State Agencies	1	LS	1	6	6
10	Federal Agencies	1	LS	1	2	2
	Total					8
Lab						
11	Specimen/Collection Identification		LS			0
12	Chemical Analysis		LS			0
	Total					0
Report Preparation						
13	Writing	1	LS	1	32	32
14	Exhibits	1	Each	14	2	28
50X	Project Management	1	Lump Sum	1	6	6
	Total					66

Grand Total	**106**

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Air Quality

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	FIELD RESEARCH					
1	Confirm roadway geometrics, vehicular speeds and timing of traffic signals	1	LS			**0**
2	Confirm timing of traffic signals.	1	LS			**0**
	Total					**0**
	OFFICE RESEARCH and MODELING					
3	Computer setup	1	LS			**0**
4	Calculate Carbon Monoxide emmission factors using Mobile 6.2	1	Site			**0**
5	Set up links and determine receptor coordinates	1	LS			**0**
6	Calculate CO concentrations using CAL3QHC version 2 or successor	1	LS			**0**
7	Draft Report	1	LS			**0**
8	Prepare Exhibits	1	exhibits			**0**
	Total					**0**
	PREPARATION OF FINAL REPORT					
9	Typing and Clerical	1	LS			**0**
10	Administrative Review	1	LS	1	4	**4**
11	Guidance and Accountability Form	1	LS			**0**
12	Final Draft of Report	1	LS			**0**
13	Response to DEA Comments	1	LS			**0**
	Total					**4**

GRAND TOTAL	**4**

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Cultural Historic

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	16	**16**
2	Field Research/Drive time	2	lump sum	1	40	**80**
3	Context Development	1	lump sum	1	24	**24**
	Total					120
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	1	2	**2**
5	Plans or Construction maps	1	exhibits	30	2	**60**
6	CADD Operator	1	exhibits			**0**
	Total					62
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	4	**4**
8	Administrative Review	1	lump sum	1	4	**4**
	Total					8
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	175	**175**
11	Report Writing Final	1	lump sum	1	25	**25**
12	Survey Forms	1	forms	233	1	**233**
13	Development/Approval of Area of Potential Effect	1	No.	1	4	**4**
14						
	Total					437
MEETINGS AND COORDINATION						
15	Meeting with Project Team	1	meetings	1	8	**8**
16	Section 106 Meeting		meetings			**0**
17	Response to SHPO/DEA/FHWA	1	meetings	1	8	**8**
	Total					16
SURVEY MISCELLANEOUS						
18	Attend Public Meetings	1	meetings	1	4	**4**
50X	Project Management	1	lump sum	1	20	**20**
	Total					24

CULTURAL HISTORIC SURVEY GRAND TOTAL	667

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	lump sum	1	4	4
2	Division of Waste Management	1	lump sum	1	4	4
3	Deed Search/Database	1	lump sum	1	2	2
	Total					10
FIELD WORK						
4	Inspection	1	lump sum	1	8	8
5	Interviews- Property owners, neighboring residents and bu	1	lump sum	1	4	4
6	Documentation	1	lump sum	1	4	4
	Total					16
ANALYSIS						
7	Data Compilation	1	lump sum	1	8	8
8	Data Assessment	1	lump sum	1	8	8
	Total					16
REPORTS						
9	Writing/Recommendation (Draft & Final)	1	lump sum	1	32	32
10	Exhibits/Graphics	1	exhibits	2	4	8
	Total					40
MEETINGS						
11	Meetings	1	lump sum	1	8	8
50x	Project Management	1	lump sum	1	8	8
	Total					16

PHASE I ENVIRONMENTAL SITE ASSESSMENT TOTAL	98

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Biological Assessment

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	OFFICE RESEARCH					
1	Identification of Listed Species	1	No.	1	1	1
2	Species Status	1	No.	1	1	1
3	Prepare Field Maps	1	No.	1	2	2
	Total					4
	FIELD INVESTIGATION					
4	Mobilization, Field Preparation	1	LS	1	2	2
5	Evaluate Ecological Habitat	1	No.	1	4	4
6	Field Survey	1	No.	1	4	4
7	Prepare Field Data Sheets	1	No.	4	1	4
	Total					14
	REPORT PREPARATION					
8	Draft report	1	No.	1	32	32
9	Prepare Exhibits	1	No.	4	2	8
10	Typing and Clerical	1	LS	1	5	5
11	Administrative review	1	No.	1	5	5
12	Guidance and Accountability Form		No.			0
13	Response to LFUCG comments	1	LS	1	2	2
14	Final report	1	No.	1	4	4
						56
	PROJECT COORDINATION					
15	Project Administration	1	LS	1	4	4
16	Meetings	1	No.			0
50x	Project Management	1	lump sum			0
	Total					4

	Grand Total					78

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Phase 1 Archaeological Intensive Survey

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Background research at OSA	1	Hr.	1	4	**4**
2	Archival research	1	Hr.	1	2	**2**
3	Context Development	1	Hr.	1	4	**4**
	Total					10
FIELDWORK AND ANALYSIS						
4	Shovel Probing (Standard)	2	No.	52	0	**0**
5	Shovel Probing plus augering	2	No.	3	0	**0**
6	Site Recordation	2	Hr.	1	2	**4**
	Total					4
ANALYSIS						
7	Artififact cleaning	1	Hr.	1	0	**0**
8	Artififact analysis	1	Hr.	1	2	**2**
	Total					2
LABORATORY WORK						
9	Artifact Processing	1	Hr.	1	0	**0**
10	Curation	1	Hr.	1	0	**0**
	Total					0
REPORT PREPARATION						
11	Writing	1	Hr.	1	2	**2**
12	Exhibits (Figures per SOW)	1	Hr.	1	2	**2**
13	Administrative Review/PM	1	Hr.	1	0	**0**
	Total					4
MISCELLANEOUS						
14	Travel Time	2	Hr.	1	0	**0**
	Total					0

PHASE 1 ARCHAEOLOGICAL INTENSIVE SURVEY GRAND TOTAL	20

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 11, 2013	COUNTY:	Fayette	ITEM #:	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	32	32	$ 43.71	$ 1,398.72
Preliminary Line and Grade	122	122	$ 40.50	$ 4,941.00
Final Plans	30	30	$ 40.50	$ 1,215.00
Meetings	17	17	$ 45.24	$ 769.08
Public Involvement	18	18	$ 45.24	$ 814.32
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	219	219	$ 41.73	$ 9,138.12

OVERHEAD (140.00 %)	$ 12,793.37
PROFIT (15.00 %)	$ 3,289.72
COST OF MONEY (0.00 %)	$ -

DIRECT COSTS	AMOUNT
Mileage: Project Site Visits and Meetings - 10 x 8 miles - $0.48 per mile	$ 38.40
TOTAL DIRECT COSTS	$ 38.40

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	$ -

TOTAL FEE	$ 25,260

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Element Design		SIGNED BY: Ramona Fry, PLA, ASLA, LEED AP
	Principal	10/11/2013
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

element design

October 10, 2023

Chase Wright, P.E.
Strand Associates, Inc®
651 Perimeter Drive, Suite 220
Lexington, KY 40517

Re: Lexington-Fayette Urban County Government
Liberty Road from New Circle Road to Winchester Road
KYTC Item No. 7-329

Dear Chase,

Please see below information regarding our rates used for the fee proposal.

Classification	Hourly Average Raw Labor Rate
Principal	$51.90 average per hour
Landscape Architect	$41.66 average per hour
Designer	$28.85 average per hour

These pay rates are based on 2,080 hours per year.

Our overhead rate is 140% which includes all expenses, except mileage.

We certify that the amounts included with this letter are true, accurate, complete, and in compliance with all applicable laws,

Sincerely,

Ramona Fry PLA, ASLA, LEED AP BD+C
Principal, Element Design

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Element Design
PROJECT Liberty Road
ITEM NO. 07-329

		Survey	Preliminary Line and Grade	Final Plans	Meetings and Public Involvement			
POSITION	AVG. RATE	ITEM I	ITEM II	ITEM III	ITEM IV			
Principal	$51.90	$10.38 20.0%	$10.38 20.0%	$10.38 20.0%	$31.14 60.0%			
Landscape Architect	$41.66	$33.33 80.0%	$22.91 55.0%	$22.91 55.0%	$8.33 20.0%			
Designer	$28.85	$0.00 0.0%	$7.21 25.0%	$7.21 25.0%	$5.77 20.0%			
		100%	100%	100%	100%	0%	0%	0%
TOTAL		$43.71	$40.50	$40.50	$45.24	$0.00	$0.00	$0.00

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile			0
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile			0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile			0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	1	Parcel			0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Review and assess condition of existing trees	1	LS	1	32	32
30						
	SURVEY TOTAL					**32**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS			0
42	Prepare existing manuscripts	Mile			0
43	Establish approximate property lines and ownership	Parcel			0
44	Study and develop typical sections	No.			0
45	Study and develop horizontal alignments	Mile			0
46	Study and develop vertical alignments	Mile			0
47	Preliminary Roadway Model - Mainline Backbone	Mile			0
48	Preliminary Roadway Model - Approach Backbone	Mile			0
49	Preliminary Roadway Model - Mainline Grading	Mile			0
50	Preliminary Roadway Model - Approach Grading	Mile			0
51	Preliminary Roadway Model - Intersection Grading	No.			0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.			0
54	Pre-size pipes (all alternates)	No.			0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS			0
61	Plot/print copies of plans for team meeting and inspections	LS			0
62	Calculate preliminary quantities and develop cost estimates	Alt.			0
63	Revise plans and estimates	LS			0
64	Preliminary Right of Way with taking areas	Parcel			0
65	Prepare Preliminary Design Memorandum	LS			0
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.			0
68A	Review and evaluate existing parking (Up to 4 observation events)	No.			0
68B	Prepare exhibit showing existing parking demand	No.			0
68C	Develop parking alternatives	No.			0
69	Study and development of roundabout intersection	No.			0
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS			0
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	38	38
72B	Develop preliminary hardscape improvements	No.	3	11	33
72C	Prepare rendered plan and perspectives showing plantings	No.	3	13	39
72D	Prepare exhibit showing preliminary tree impacts	No.	1	12	12
	PRELIMINARY LINE AND GRADE TOTAL				**122**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.			0
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.			0
80	Develop and maintain log of utility conflicts		LS			0
81	Prepare utility relocation budget based on utility provided estimates		LS			0
82	Review existing sanitary sewer record drawings and CCTV		LS			0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel			0
82	Establish property and ownership	Parcel			0
83	Calculate Right of Way	Parcel			0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel			0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet			0
87	Prepare Right of Way Plans Submittal	LS			0
88	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS			0
90					
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS			0
97	Develop pavement design	No.			0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile			0
101	Revise roadway plans from soils report	Mile			0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile			0
103	Final Roadway Model - Approach Backbone	Mile			0
104	Final Roadway Model - Mainline Grading	Mile			0
105	Final Roadway Model - Approach Grading	Mile			0
106	Final Roadway Model - Intersection Grading	No.			0
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.			0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile			0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile			0
124	Inlet spacing calculations	No.			0
125	Storm sewers calculations	No.			0
126	Develop storm sewer profile	No.			0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS			0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS			0
136	Prepare typical sections	No.			0
137	Generate plan sheets *(scale 1" = 20')*	Sheet			0
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet			0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.			0
141	Prepare coordinate control sheet	Mile			0
142	Prepare elevation developments	No.			0
143	Prepare striping and signage plan	No.			0
144	Develop Erosion Control Plan	Mile			0
145	Calculate final quantities	Mile			0
146	Complete general summary	LS			0
147	Complete paving summary	LS			0
148	Complete drainage summary	LS			0
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS			0
151	Prepare KMZ's	LS			0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS			0
153	Prepare construction phasing plans	Mile			0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS			0
160	Plan revisions	Mile			0
161	Prepare final construction plans submittal	LS			0
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS			0
163B	Prepare materials testing matrix	LS			0
163C	Prepare and submit permit applications	LS			0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS			0
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet			0
164B	Prepare typical wall sections and other wall details	Sheet			0
165	Prepare traffic signal design and details	LS			0
166A	Prepare photometric analysis for utility provided lighting	LS			0
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
166C	Prepare lighting details	LS			0
167	Prepare landscape drawings, specifications, and details	LS	1	30	30
168					0
	FINAL PLANS TOTAL				**30**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection		No.			0
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings		No.			0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**17**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	2	6
184A	Attend Public Meetings/Hearings	1	No.	3	4	12
184B	Individual Meetings with Property Owners		No.			0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**18**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL		**32**
LINE AND GRADE TOTAL		**122**
UTILITY COORDINATION TOTAL		**0**
RIGHT OF WAY PLANS TOTAL		**0**
FINAL PLANS TOTAL		**30**
MEETINGS TOTAL		**17**
PUBLIC INVOLVEMENT TOTAL		**18**
QA/QC TOTAL		**0**
GRAND TOTAL		**219**

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 9, 2023	**COUNTY:**	Fayette	**ITEM #:**	n/a
PROJECT:	Liberty Road (KY 1927) Improvement				
DESC:	Liberty Road improvements from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Phase I Archaeological Intensive Survey	194		$ 35.78	$ 6,941.32
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	194			**$ 6,941.32**

OVERHEAD (202.32 % **)**	$	14,043.68
PROFIT (15.00 % **)**	$	3,147.75
COST OF MONEY (0.08 % **)**	$	5.55

DIRECT COSTS	AMOUNT
(see Direct Costs worksheet)	$ 2,440.00
TOTAL DIRECT COSTS	**$ 2,440.00**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 26,578**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME:	**SIGNED BY:**	
Luella Bath Allen	Director of NEPA Services	10/9/2023
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET

COUNTY	**Fayette**	PROJECT TYPE	**Road Improvement**
ROUTE	**KY 1927**	CONSULTANT	**Metric Environmentl**
DESC	**KY 1927/Liberty Road improvements from New Circle Road to Winchester Road**		
		PREPARED BY	**Karen Garrard**
ITEM NO. n/a		DATE	**October 9, 2023**

ARCHAEOLOGY

Phase I Archaeological Intensive Survey

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RESEARCH					
1	Background research at OSA	1	Hr.	1	4	4
2	Archival research	1	Hr.	1	8	8
3	Context development	1	Hr.	1	8	8
	Total					20
	FIELDWORK AND ANALYSIS					
4	Shovel Probing (standard)	2	No.	52	0.5	52
5	Shovel Probing plus augering	2	No.	3	1	6
6	Site Recordation	2	Hr.	1	4	8
	Total					66
	ANALYSIS					
7	Artifact cleaning	1	Hr.	1	4	4
8	Artifact analysis	1	Hr.	1	6	6
	Total					10
	LABORATORY WORK					
9	Artifact Processing	1	Hr.	1	8	8
10	Curation	1	Hr.	1	8	8
	Total					16
	REPORT PREPARATION					
11	Writing	1	Hr.	1	32	32
12	Exhibits (Figures per SOW)	1	Hr.	1	12	12
13	Administrative Review/PM	1	Hr.	1	6	6
	Total					50
	MISCELLANEOUS					
14	Travel Time	2	Hr.	1	16	32
	Total					32
	TOTAL					**194**

PRODUCTION-HOUR SUMMARY

Phase I Archaeological Intensive Survey	**194**
GRAND TOTAL	**194**

CLASSIFICATION AND PERCENTAGES FOR ENVIRONMENTAL ANALYSIS			
		Archaeology	
Staff Type	**Audited Rate**	%	Cost
Sr. Project Manager	**$ 52.56**	0.52%	$0.27
Senior Project Manager 2	**$ 45.04**	45.88%	$20.66
Senior Project Manager 1	**$ 38.98**	1.03%	$0.40
Project Scientist 2	**$ 34.12**	0.00%	$0.00
Project Scientist 1	**$ 31.61**	0.00%	$0.00
Staff Scientist 2	**$ 27.48**	52.58%	$14.45
Staff Scientist 1	**$ 24.57**	0.00%	$0.00
Intern	**$ 15.00**	0.00%	$0.00
Project Coordinator 2	**$ 27.32**	0.00%	$0.00
Totals		100.00%	$35.78

Direct Costs

COUNTY	Fayette			PROJECT TYPE		Road Improvement
ROUTE	KY 1927			CONSULTANT		Metric Environmental, LLC
DESC.	KY 1927/Liberty Road improvements from New Circle Road to Winchester			PREPARED BY		Karen Garrard
ITEM NO.	n/a			DATE		October 9, 2023
Mileage						
Mileage[1]		# of trips		Total miles		Total Mileage (.61)
400		2		800		**$ 456.00**
Lodging						
Nights		# Staff		Rooms		Total Lodging ($96)
3		2		2		**$ 576.00**
Per Diem						
Staff		Full Days	Cost ($36)	MOB days	Cost ($28)	Total Per Diem Cost
2		3	$ 216.00	2	$ 112.00	**$ 328.00**
Data Service - OSA Agency Request of Info						
KY OSA - records check fee ($140) plus scanning fees (1hr/$40)						Total Cost
						$ 180.00
Equipment - GPS						
GPS		Days	Cost ($100)			Total Equipment
1		3	$ 300.00			**$ 300.00**
Curation						
1 standard artifact box ($250), accompanying documents and photos ($250)						Total Cost
						$ 500.00
Reproductions/copies, Shipping and Mailing Costs						
Reproductions/copies, Shipping and Mailing Costs						Total Cost
						$ 100.00
[1] Round trip						**Grand Total Cost $ 2,440.00**

October 9, 2023

Mr. Chase Wright, P.E.
Project Manager
Strand Associates, Inc.
651 Perimeter Drive
Lexington, Kentucky 40517

RE: ENVIRONMENTAL SERVICES – PHASE I ARCHAEOLOGICAL INTENSIVE SURVEY
LIBERTY ROAD (KY 1927) IMPROVEMENT
CITY OF LEXINGTON, FAYETTE COUNTY, KENTUCKY

Mr. Wright:

PROJECT DESCRIPTION

The Lexington-Fayette Urban County Government (LFUCG) has selected Strand Associates, Inc. (Strand), and Metric Environmental, LLC (Metric), to provide environmental services for the proposed Liberty Road (KY 1927) Improvements from New Circle Road to Winchester Road in the City of Lexington, Fayette County, Kentucky. The project entails improvements along an approximate 2.0-kilometer (km) (1.3-mile [mi]) long section of Liberty Road through the primarily residential and commercial Hamburg Area neighborhood.

The environmental services to be provided at this time for the project include a Phase I archaeological intensive survey. It is our understanding that this survey will assist in the design development and planning for the project.

For the purposes of this proposal, and to accommodate project design development, the archaeological survey area is defined as a 36.5-meter (m) (120-foot [ft]) wide corridor centered on the existing roadway and extending approximately 2.0 km (1.3 mi) along Liberty Road, from New Circle Road to Winchester Road.

PROJECT SETTING

The project corridor and immediate vicinity is a mixture of commercial and residential land use, characterized by increasing development beginning as early as the 1950s. The topography is generally flat to gently rolling. No water sources show as mapped in the immediate vicinity of the corridor. The project is located within the Inner Bluegrass physiographic region, which is characterized by rich, fertile phosphatic soils. The gently rolling topography is caused by the weathering of limestone that is typical of the Ordovician strata of central Kentucky, pushed up along the Cincinnati Arch. Weathering of the limestone also produces sinkholes, sinking streams, springs, caves, and soils. The USDA NRCS online Websoil Survey indicates the project corridor bisects two locations of alluvial soils: Huntington silt loam (0-4 percent slopes, occasionally flooded) and Newark silt loam (0-2 percent slopes, occasionally flooded).

PROPOSED SCOPE OF WORK

PHASE I ARCHAEOLOGICAL INTENSIVE SURVEY

The archaeological survey will include background research and an archaeological literature review, field investigations, and the completion of a Phase I report detailing the results of the investigation and providing management recommendations for the project and identified archaeological resources, if any.

The archaeological literature review will include a review of Kentucky Office of State Archaeology (OSA) archaeological site files and reports of investigation to identify previously recorded archaeological sites and archaeological investigations located within the survey area and within a 2-km (1.26 mile) buffer of the existing roadway. In addition, online county histories, cemetery records, and historic maps will also be reviewed.

A standard methodology for Phase I archaeological survey includes a visual reconnaissance, surface collection/survey, and the excavation of shovel test probes (STP). Visual reconnaissance is conducted throughout the survey area to document the general nature and current setting, assess the likelihood of encountering cultural resources within the current setting, and to identify locations of previous disturbance. Surface collection/survey occurs when there is at least 50 percent surface visibility and well-weathered surface conditions (generally within agricultural fields). The area is examined via pedestrian survey, with transects spaced at no more than 10-m (32.8-ft) intervals. The excavation of STPs is conducted within relatively level locations (less than 15 percent slope), where no apparent previous disturbance is evident, and surface visibility is less than 50 percent.

When subsurface testing is needed, STPs are placed at 20-meter (m) (65.6-foot [ft]) intervals along systematically spaced transects. Where sites are identified, the testing interval will be reduced to a smaller interval no greater than 10 m (32.8 ft) to better define site boundaries, artifact distributions, and to identify possible feature remnants. STPs will be 30 centimeters (cm) (12 inches [in]) in diameter and extend to a depth to penetrate the subsoil by at least 10 cm (4 in) with the exception of where alluvial soils are present. Where alluvial soils are present, STPs will be excavated to a depth of 1.0 m (3.2 ft) and auger probes placed in the base of select STPs at intervals no greater than 40 m (131 ft). The auger probes will be hand excavated using a 7.3-centimeter (3.0-inch [in]) bucket auger to a depth of 2 m (6.5 ft). Soil will be examined via screening through 0.64-cm (0.25-in) mesh hardware cloth. Soil and sod will be replaced following completion of the STP. STP information will be recorded on standardized forms, with notes regarding soil color, texture, depth, inclusions, and artifact content. Photographs will be taken of the project area, sites encountered, and representative STPs.

Archaeological sites identified during survey will be mapped and photographed in the field, and GPS will be used to record locations. In addition, cultural artifacts encountered will be collected for analysis. If large numbers of artifacts, particularly historic artifacts, are encountered, or if large bulky artifacts are encountered, notes and photographs will be taken regarding the resources, but Metric personnel will use discretion in collecting these items in accordance with the Kentucky Heritage Council (KHC) guidance for discarding historic artifacts.

It is assumed for the purposes of this proposal that the entire project corridor will require STP survey. It is assumed that a single transect on either side of Liberty Road will provide sufficient survey coverage for the project; if the project corridor width is increased and more than one transect is needed on either side of the roadway, a supplemental agreement will be needed. It is assumed that approximately 50 percent of the survey area adjacent to the existing roadway is disturbed, particularly from buried subsurface utilities which parallel the road, and/or are covered by existing concrete and asphalt parking areas. An estimated 104 STPs and up to six bucket auger tests will be needed. It is anticipated that no more than one archaeological site will be recorded.

Metric will prepare a Phase I Archaeological Intensive Survey report that meets the KHC and OSA standards. This report will summarize results of the literature review, will document results of fieldwork,

describe any sites encountered, and provide a summary of the natural and cultural setting of the project area. Figures/graphics will be included, such as historic maps and aerials, as well as ones depicting work completed and sites identified. Other graphics will be included as needed to adequately document all work completed during the survey, including shovel probe profiles, as necessary. Finally, the report will provide management recommendations for the project corridor. Site forms will be prepared and submitted to the OSA for any sites identified.

Metric will provide Strand a digital copy of the draft report for review and comment to LFUCG, for coordination with KHC/State Historic Preservation Office. Once comments have been addressed, Metric will provide three hard copies and one digital copy of the final report.

Upon approval of the Phase I report and pending landowner permission, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the requirements of the Federally-accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington. Costs for the preparation of materials for curation, as well as the curation fees are not included as part of this proposal; if curation is needed, a supplemental agreement will be needed. Notes, photographs, and documentation will be retained at the Metric offices for a standard 5 years.

Assumptions and Exceptions – Metric makes the following assumptions based on this scope of work:

- Prior to the commencement of fieldwork, landowner notification letters will be sent to property owners by Strand and/or LFUCG within the project corridor and will provide Metric a list of the landowner names and a copy of the letter prior to the survey activities.
- Metric assumes one site will be identified, with no more than 100 artifacts. If more than one site with up to 100 artifacts is identified, a supplemental agreement will be needed.
- It is assumed that a single survey transect on either side of Liberty Road will provide sufficient survey coverage for the project; if the project corridor width is increased and more than one transect is needed on either side of the roadway, a supplemental agreement will be needed.
- Metric assumes weather will not be a limiting factor. If adverse conditions occur, Metric will coordinate with Strand regarding schedule impacts.
- Archaeological Deep Testing is not included with this scope of work. If it is deemed Archaeological Deep Testing is needed, a supplemental scope of work will be needed.
- Costs for the preparation of archaeological materials for curation, as well as the curation fees are not included as part of this proposal; if curation is required, a supplemental agreement will be needed.
- Fieldwork will require no more than two mobilizations.

If you have any questions regarding this Scope of Work, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

METRIC ENVIRONMENTAL, LLC

Luella Beth Hillen

Luella Beth Hillen
Director NEPA Services

Metric #22-0226

EXHIBIT C

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #36-2022 Liberty Road Improvement Project – New Circle Road to Winchester Road** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 18, 2022.** All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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 LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFQ while this RFQ 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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 <u>special conditions</u> 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.

<u>LFUCG Non-Appropriation Clause</u>

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 RFQ 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 RFQ 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 RFQ 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 RFQ processes. If, based on this review, a RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ 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.

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue

Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerial paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. *Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Relevant experience and technical competence of the project team (25 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (15 Points)
4. Local employment of the project team (20 Points)
5. Ability to provide KYTC LPA Guide compliant inspection services (10 Points)

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 submitted via IonWave at: 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 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 _____, 20__.

My Commission expires: _____

_____
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.

_____ _____

Signature *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																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. 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 MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE firms to be used in accomplishing the work contained in this Bid/RFQ/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**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 MWDBE Company Name, Address, Phone, Email	MWDBE 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**

MWDBE QUOTE SUMMARY FORM
Bid/RFQ/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**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**	**Veteran**

(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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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/RFQ/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/RFQ/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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	**Company Representative**
_____	_____
Date	**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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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, safely 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.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/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 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence
Excess/Umbrella Liability	$1 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. 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.

g. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Request for Statements of Qualifications – Professional Services

Liberty Road Improvements Project – New Circle Road to Winchester Road

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The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Project Manager – Mark Feibes, P.E.
Location – Liberty Rd. from New Circle Rd. to Winchester Rd. (See Exhibit 1)
Funding – Surface Transportation Program (SLX) – Federal Funds
Facility – Approximately 1.3 miles of roadway improvements.

PREQUALIFICATION

To respond to this project the Consultant must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

Liberty Road from New Circle Road to Winchester Road, is a 1.3 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. Outside New Circle Road, plans are underway by the Kentucky Transportation Cabinet to upgrade Liberty Road (KY 1927) from Graftons Mill Lane to and including the intersection at New Circle Road. This project incorporates a shared use path connecting to the Liberty Trail/Brighton East Rail Trail system. Currently, the Lexington Area MPO is conducting the *East Lexington Trail Connectivity and Traffic Safety Study*, evaluating trail routing alternatives from Liberty Road and New Circle Road to the Isaac Murphy Memorial Art Garden at Third Street and Midland Avenue.

DESCRIPTION

Essential features of the *Liberty Road Improvements Project* include:

- Upgrade Liberty Road from New Circle Road to Appletree Lane from a rural to an urban cross section. Note: Limited improvements may be needed from New Circle Road to Creative Drive.

- Reconfigure the roadway cross section from New Circle Road to Winchester road to three lanes (two-way with TWLTL).

- From New Circle Road to Winchester Road, construct a five-foot wide sidewalk on one side of the roadway and a shared use path on the other side, with interconnectivity to the future shared use paths noted in the Background discussion above.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1 Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2 Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.

- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed

- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Perform an analysis of the existing downstream drainage system to determine if it has sufficient capacity to convey the runoff from the proposed new storm sewers. Design appropriate upgrades if necessary.

Portions of the existing drainage system discharge to a sinkhole. The Consultant shall design the stormwater collection system so as not to increase flow volume or intensity to that existing sinkhole system.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2 In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Evaluation of shared use path on driveway ingress/egress
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)

- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3 Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2 In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed

- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

    Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical
c. Cross sections sheets	1" = 5' horizontal 1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions off all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	280 days
Hold public meeting - open house format	300 days

Submit final plans	360 days
Meet with LFUCG et al., to review final plans	380 days
Submission of completed final plans	420 days
Preparation of ROW/easement plats and descriptions	440 days

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (25 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (15 Points)
- Local employment of the project team (20 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (10 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

Exhibit 1

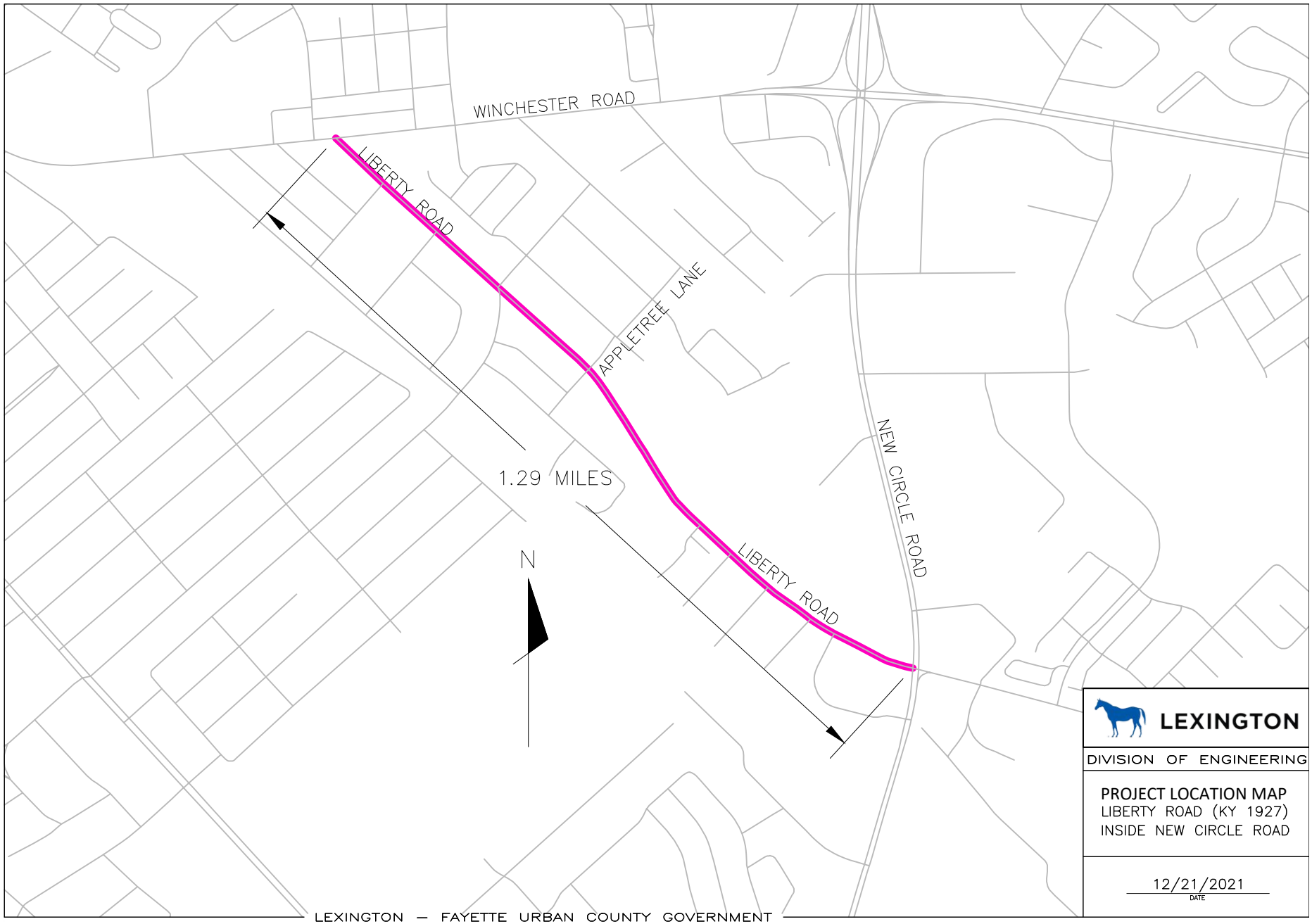

WINCHESTER ROAD
LIBERTY ROAD
APPLETREE LANE
NEW CIRCLE ROAD
1.29 MILES
LIBERTY ROAD
N
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
LIBERTY ROAD (KY 1927)
INSIDE NEW CIRCLE ROAD
12/21/2021
DATE
LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

EXHIBIT D

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ansay & Associates, LLC
2901 W Beltline Hwy, Suite 202
Madison WI 53713

CONTACT NAME: Connie Easland
PHONE (A/C, No, Ext): 608-828-0232 **FAX (A/C, No):** 608-831-4777
E-MAIL ADDRESS: connie.easland@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25658
INSURER B : Travelers Indemnity Co of Connecticut	25682
INSURER C : TRAVELERS IND CO OF AMER	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 273740915 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y		P-630-1W455660-TIA-24	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-1W469615-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-1W474601-24-43	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1W473211-24-43-E	1/1/2024	1/1/2025	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project 2815.321 Liberty Road Improvements Project

Additional Insured status is extended on a primary and non-contributory basis, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
101 East Vine Street
4th Floor
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Easland

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center	
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W32551885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim	$1,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 01/25/2024 WITH ID: W32548171.

Strand PN#: 2815.321 Liberty Road Improvements Project

CERTIFICATE HOLDER

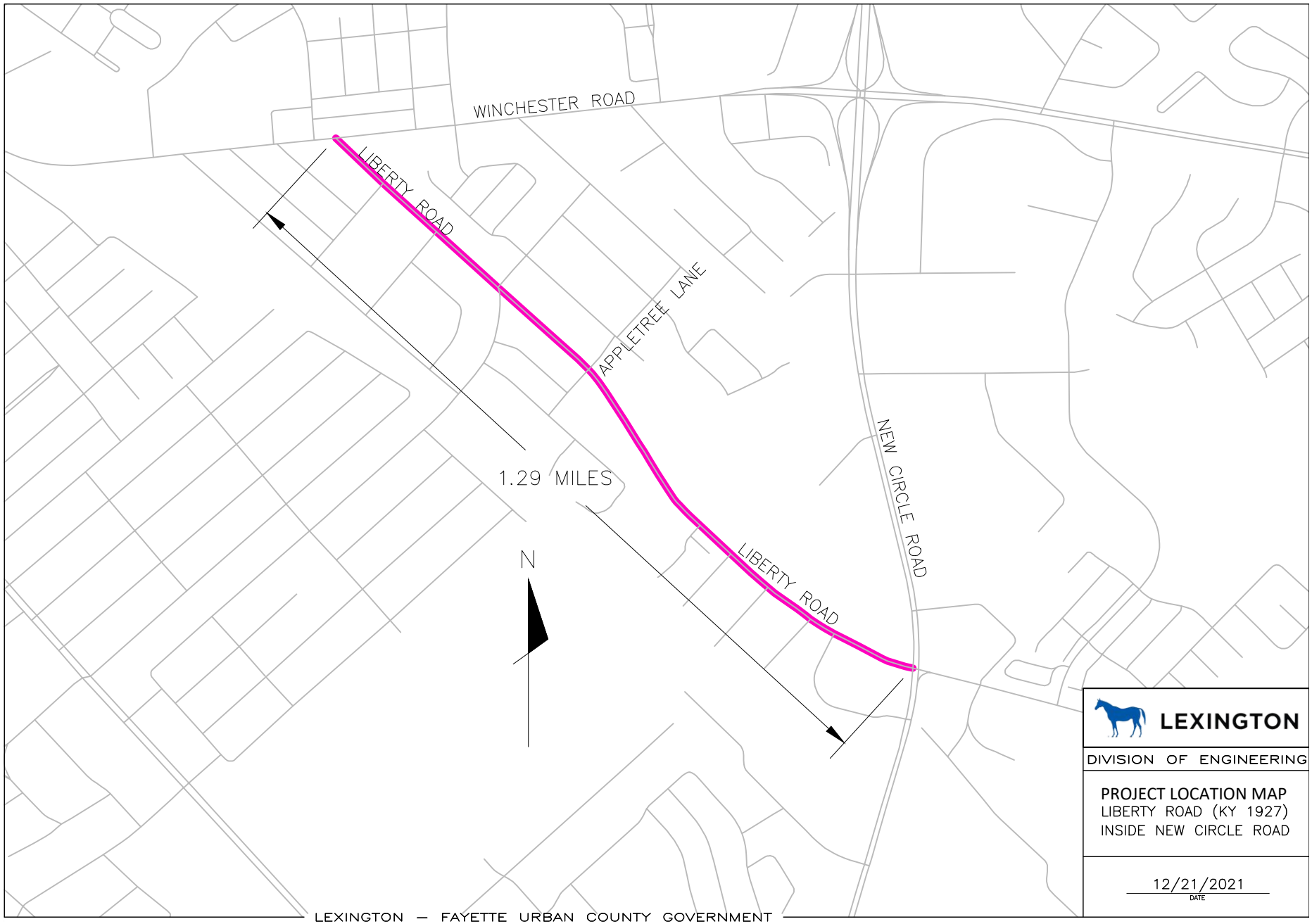
Lexington-Fayette Urban County Government
101 East Vine Street - 4th Floor
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WINCHESTER ROAD
LIBERTY ROAD
APPLETREE LANE
NEW CIRCLE ROAD
1.29 MILES
LIBERTY ROAD
N
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
LIBERTY ROAD (KY 1927)
INSIDE NEW CIRCLE ROAD
12/21/2021
DATE
LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ENGINEERING SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC., FOR THE DESIGN OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $1,244,333.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Service Agreement, which is attached hereto and incorporated herein by reference, with Strand Associates, Inc., for the design of the Liberty Road Improvements Project.

Section 2 - That an amount, not to exceed the sum of $1,244,333.00, be and hereby is approved for payment to Strand Associates, Inc., from account # 3160-303202-91715.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0156-24:ANB:4873-7740-4580, v. 1

RESOLUTION NO. 079 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ENGINEERING SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC., FOR THE DESIGN OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $1,244,333.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Service Agreement, which is attached hereto and incorporated herein by reference, with Strand Associates, Inc., for the design of the Liberty Road Improvements Project.

Section 2 - That an amount, not to exceed the sum of $1,244,333.00, be and hereby is approved for payment to Strand Associates, Inc., from account # 3160-303202-91715.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0156-24:ANB:4873-7740-4580, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 18, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Strand Associates, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Liberty Road Improvements Project** as described in the attached "**Scope of Services**" document (**Exhibit A**). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Liberty Road Improvements Project. The services are hereinafter referred to as the **Project**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. Meet with **OWNER** to discuss the project requirements and proposed Scope of Services, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.

1.2.4. Furnish up to three (3) copies of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.

1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.

1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.

1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.

1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.

1.3.5. Furnish up to three (3) copies of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.

1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".

1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".

1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: **OWNER** may acquire easements and right-of-way in-house, or utilize the services of the **CONSULTANT** through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work, and others services as defined in Exhibit A "Scope of Services."

1.6. Construction Phase

The Construction Phase oversight shall be performed solely by the **OWNER**. However, during Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of the Services.

Note: **OWNER** may furnish construction inspection services in-house, or utilize the services of the **CONSULTANT** through a contract modification.

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit A "Scope of Services" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.
OWNER shall pay **CONSULTANT** for Basic Services rendered a lump sum fee not exceeding **one million two hundred forty four thousand three hundred and thirty three dollars ($1,244,333.00)**.

5.1.2. For Extra Work.
"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Environmental Quality and Public Works, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

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

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. Indemnification and Hold Harmless Provision

a. 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** 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.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** 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 **OWNER**.

c. 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 **OWNER** 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.

d. In the event **OWNER** 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 **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense 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 **CONSULTANT**.

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

The policies above shall contain the following conditions:

a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.

b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to

OWNER, unless **OWNER** waives requirement.

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.

6.9.4.2. 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.

6.9.4.3. Deductibles and Self-Insured Programs

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 **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** 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. 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. Risk Management Manual or a description of the 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.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 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 **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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

6.10 Resident Services During Construction.

The **OWNER** will furnish a Resident Project Inspector.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1 The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Mark Feibes, P.E., Section Manager of the Division of Engineering, (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the

performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. The following Exhibits are attached hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement consisting of 13 pages
2. Exhibit A – Scope of Services consisting of 12 pages (excluding title sheet)
3. Exhibit B – Fee Proposal consisting of 48 pages (excluding title sheet)
4. Exhibit C – Request for Qualifications consisting of 49 pages (excluding title sheet)
5. Exhibit D – Certificate of Insurance consisting of two (2) pages (excluding title sheet)

8.3. This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

CONSULTANT:
STRAND ASSOCIATES, INC.®

BY: Joseph M Bunker

JOSEPH M. BUNKER,
CORPORATE SECRETARY

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JOSEPH M BUNKER, as the duly authorized representative for and on behalf of STRAND ASSOCIATES, INC® on this the 30 day of JANUARY, 2024.

My commission expires: MAY 4, 2025.

LAURA ELIZABETH ROBERTS NOTARY PUBLIC STATE OF WISCONSIN

Laura Elizabeth Roberts
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:
STRAND ASSOCIATES, INC.

BY: Joseph M. Bunker
Joseph M. Bunker, Corporate Secretary

ATTEST:
Deputy Mackenzie Seck
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Joseph M. Bunker, as the duly authorized representative for and on behalf of Strand Associates, Inc., on this the 18 day of MARCH, 2024.

My commission expires: JULY 4, 2025.

LAURA ELIZABETH ROBERTS NOTARY PUBLIC STATE OF WISCONSIN

Laura Elizabeth Roberts
NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Liberty Road Improvements Project: New Circle Road to Winchester Road
Scope of Services and Related Matters

The basic services outlined in this Scope of Services document includes the preliminary and final design for reconstructing approximately 1.3 miles of Liberty Road between New Circle Road and Winchester Road.

Scope of Services

CONSULTANT will provide the following Services to OWNER:

Survey

1. Establish survey control including a minimum of four temporary benchmarks, set outside of the anticipated construction limits, for use during construction.

2. Perform deed and plat research available at the Fayette County Clerk's Office for properties along both sides of Liberty Road.

3. Send survey notification letters in advance of the topographic survey.

4. Conduct topographic survey along Liberty Road and side street approaches including the following:

    a. Existing planimetric features including existing sidewalks, edges of roadway, driveway entrances, steps, and lane markings.

    b. Horizontal location of visible utility features and marked utilities and service lines. Subsurface utility locations will be obtained as part of a future agreement amendment, as needed. Utility pole ownership information, position of utility wires labeled by utility provider, and low wire elevations to be included.

    c. Storm and sanitary sewer structure data information including rim elevations, invert elevations, and pipe connection orientation.

    d. Adjacent property features such as fences, retaining walls, flag poles, landscape lighting, mailboxes, commercial signage, and buildings.

    e. Location and identification of trees over five inches in diameter and vegetation edges. Trees with a diameter less than 5 inches that appear to be deliberately planted on a property shall also be located and identified.

    f. Location of boundary monuments found during the survey.

5. Conduct additional topographic survey of the stormwater detention area and sinkhole along the front of 1825 Liberty Road, Gate House Apartments.

6. Conduct additional topographic survey of OWNER's properties at 1760, 1764, and 1768 Liberty Road, where the project is anticipated to construct a stormwater detention base.

7. Develop existing right-of-way and property line base map including existing recorded permanent easements based on field located boundary monuments and deed research.

Preliminary Design

1. Evaluate up to four locations to provide additional uncontrolled pedestrian crossings in accordance with the *Kentucky Transportation Cabinet's Complete Streets Manual.*

2. Review and evaluate the existing parking along Liberty Road to assist in typical section development. Review will include the following:

   a. Conduct four parking observations.

   b. Review availability of driveways and off-street parking for adjoining properties.

   c. Prepare an exhibit showing existing parking observations.

   d. Develop up to two parking alternatives for the two commercial properties with existing back-out parking.

3. Develop a single-lane roundabout intersection concepts for two intersections with Liberty Road, Henry Clay Boulevard, and Appletree Lane. Prepare a conceptual layout exhibit to discuss with OWNER to evaluate if the intersection concepts are to be further advanced. No traffic counts or traffic modeling are anticipated.

4. Develop up to eight urban typical sections along Liberty Road OWNER shall select preferred typical section. Typical sections will consider the following:

   a. Providing pedestrian and bicycle facilities.

   b. Adding a two-way left-turn lane.

   c. Maintaining on-street parking on one side of the street.

   d. Adding a raised median between the roundabouts, if included.

   e. Pedestrian access to roadway crossing at bus stops.

5. Study and develop horizontal alignment and vertical alignment for Liberty Road and side street approaches.

6. Prepare a preliminary roadway CADD surface model of the potential Liberty Road improvements to develop preliminary disturbance limits and evaluate preliminary right of way and temporary easement needs.

7. Prepare preliminary drainage analysis including:

   a. Develop an existing drainage system map and perform existing conditions analysis.

   b. Develop preliminary potential drainage concept that does not increase the flow volume or peak discharges to the existing sinkhole system.

c. Perform preliminary drainage analysis of the existing downstream system to evaluate if the system has capacity for the increased flow and peak discharge of the design storms listed in the LFUCG Stormwater Manual or suggest stormwater controls to mitigate project impacts. The design anticipates installing a detention basin on OWNER's properties at 1760, 1764, and 1768 Liberty Road.

8. Prepare and submit a preliminary design memorandum with exhibits for OWNER review including the following:

   a. Prepare 50-scale roll plot exhibits showing existing right-of-way and property lines, preliminary roadway layout, preliminary right-of-way, and easement lines.

   b. Prepare 50-scale roll plot profile drawings.

   c. Prepare a summary of anticipated utility impacts, property impacts, and permitting.

   d. Prepare preliminary maintenance of traffic conceptual phasing.

   e. Prepare exhibit showing trees anticipated to be impacted by construction. Include an inventory with location, species, caliber, and whether the distance limits impact the tree trunk or drip line.

   f. Prepare a preliminary list of products, materials, or methods that may require special consideration by the Kentucky Transportation Cabinet (KYTC) or Federal Highway Administration.

   g. Prepare a list of apparent encroachments onto public right-of-way.

   h. Prepare an opinion of probable construction costs (OPCC) based on anticipated major bid items.

9. Attend one meeting with OWNER to review the preliminary design memorandum and exhibits.

Utility Coordination

1. Attend up to ten utility coordination meetings.

2. Prepare up to three utility review submittals in portable document format (PDF).

3. Develop and maintain a log of anticipated utility conflicts for review by OWNER and utility providers. The number and locations of subsurface utility locates is anticipated to be selected during design and provided via a future agreement amendment, as needed.

4. Compile utility relocation drawings prepared by others into the drawings for reference.

5. Review OWNER-provided existing sanitary sewer record drawings and sanitary video inspection files to denote preliminary sanitary lateral locations.

6. Document sanitary lateral depths provided by OWNER based on record drawings and above ground measurements at visible laterals. Subsurface lateral locations and depth may be obtained as part of a future agreement amendment.

Ecological Review

1. Perform literature and office review including a search of United States Geological Survey (USGS) topographic maps, geologic maps, National Wetland Inventory maps, aerial photographs, soil surveys, and other available materials. The scope will include the following tasks.

   a. Communicate with state and federal resource agencies regarding the presence/absence of protected species, preferred habitat for protected species, significant ecological resources, and designated natural areas.

   b. Communicate with entities regarding the presence of caves and mine portals within the project corridor including the Center for Cave and Karst Studies, the Kentucky Speleological Society, the Kentucky Geological Survey, local Grotto associations, and the Kentucky Department of Natural Resources.

2. Perform terrestrial sampling study including:

   a. Identification, description, and location of general habitat types stratified by dominant vegetation.

   b. Provide a literature review of potential habitats for federally listed species. The United States Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPAC) system identifies three federally listed bat species, and Short's bladderpod, as being potentially present in the area.

   c. The assessment for bats will include:

      (1) Documentation of potential wooded summer roosting habitat that would be impacted by the project.

      (2) Provide a literature review of the project corridor for caves, rock shelters, and mine portals. Investigations will consist of a search for these features within three miles of the project as required by USFWS for a bat biological assessment.

      (3) A Phase I Indiana Bat Habitat Assessment to identify caves, mine portals, or rock shelters within one-half mile of the project. Identified features will be assessed through completion of a Phase I Habitat Assessment to evaluate if they provide suitable winter habitat for federally listed bats.

   d. A habitat assessment for Short's bladderpod will be conducted. It is assumed that no habitat will be identified and that a more detailed survey will not be required. Findings will be documented on a No Effect Form.

3. Stream impacts will be assessed by conducting the following tasks:

   a. Habitat quality assessment of intermittent streams within the project corridor using the Rapid Bioassessment Protocol developed by the United States Environmental Protection Agency (USEPA).

b. Field identification of potential habitat for federally listed species. USFWS's IPAC system identifies four federally listed mussel species potentially in the area. There are no anticipated streams in the project area that could provide habitat for mussel species. Findings will be documented in a No Effect Form.

4. Investigate the project corridor to identify the location of potential wetlands that could be impacted by the project. Wetlands identified will be delineated to the extent of anticipated disturb limits to project information needed to assess permitting requirements. The assessment will include:

   a. Field delineation of water/wetland boundaries and completion of appropriate data forms in accordance with United States Army Corps of Engineers procedures.

   b. Mapping of wetland locations on available field maps and surveying delineated boundaries with global positioning system equipment.

5. Prepare a technical memorandum to document the location and quality of any streams and wetlands identified in the corridor. The anticipated Section 401/404 permitting requirements and estimated costs to mitigate for these impacts will be provided. No Effect documentation will be provided for threatened and endangered species for which habitat is not present within the impact area of the proposed project. Presence or absence of winter bat habitat and an estimate of quantity and mitigation costs for expected loss of summer bat roosting habitat will be provided. Submit draft copies of the memorandum for OWNER and KYTC review, revise to address comments (as appropriate), and resubmit as a final report.

6. Prepare the Biological Assessment (BA) documenting field assessments completed and addressing potential direct, indirect, and cumulative impacts to endangered or threatened bats including the results of the search for cave, mine portal, or rock shelter habitat within one-half mile of the project limits and the literature review for habitat within three miles. The BA will also include an assessment of the availability of summer habitat and potential foraging corridors. Maps documenting summer habitat acreage impacted by the project will be developed. It is assumed that effects to Indiana and gray bats will be addressed using existing programmatic approaches and that effects to the northern long-eared bat will be addressed using the USFWS 4(d) rule. Provide the report to OWNER for review and comment. The report will be suitable for conducting Section 7 consultation with USFWS Kentucky Field Office. Submit draft copies of the memorandum, revise to address comments (as appropriate), and resubmit as a final report.

Hazardous Materials and Underground Storage Tank (UST) Assessment

1. Conduct investigation along the corridor to review sites with Recognized Environmental Conditions. Areas of potential new right-of-way or locations with anticipated deep excavation will be a focal point of the review.

2. Conduct a preliminary record review to evaluate former land uses and the potential for site contamination by hazardous waste(s) or substance(s). Specific activities to be included in the record review are:

   a. USEPA Federal Database search available for listings such as National Priorities List; Comprehensive Environmental Response, Compensation, and Liability Act; USEPA Civil Enforcement; USEPA Docket Center; Emergency Response Notification System; Facility Index System; Resource Conservation and Recovery Act; and Regional Conservation Investment Strategy. This search will include a one-half mile radius from the corridor.

   b. Review of existing, historical aerial photography of the project corridor.

   c. For properties where excavation is anticipated to exceed three feet, records from state and local/municipal agencies, governmental, environmental, utility and other appropriate organizations will be requested and reviewed.

3. For properties where excavation is anticipated to exceed three feet, perform a site visit to develop a physical description and review relevant environmental characteristics of the subject property and adjacent properties. Recognized environmental conditions on those properties will be documented and the relevant findings will be included in the final report. Specific site visit activities will include:

   a. Identification of potential hazardous substances (e.g., chemical drums/containers, asbestos, stored petroleum products, UST and aboveground storage tanks, and electrical transformers which may contain polychlorinated biphenyls).

4. Conduct an environmental site assessment base study and develop a report in accordance with ASTM E1527-13 and All Appropriate Inquiry Standards. The base study will follow KYTC's Division of Environmental Analysis (DEA) Guidance and Accountability Form and identify Recognized Environmental Conditions, Historical Recognized Environmental Conditions, and Controlled Recognized Environmental Conditions, as well as hazardous substances and petroleum products that may contaminate affected sites. Environmental sampling is not part of this Phase 1 Scope of Service. Provide PDF copies of both the draft and final Hazardous Materials Assessment Report. The report will include:

   a. A general project description, overview, and setting.

   b. Geologic and hydrogeology conditions on site.

   c. Listing of findings obtained from the records review and site reconnaissance.

   d. Site locator maps of areas of concern.

   e. Governmental, utility, and environmental agency requests for information and responses.

   f. USEPA federal database search reports and summary of findings.

   g. Conclusions and Recommendations Table.

5. Attend one project team meeting to discuss the report and findings.

Cultural Historic Analysis and Section 106 Consultation Scope

1. Conduct the cultural resources assessment, prepare the report in accordance with the current Commonwealth of Kentucky's State Historic Preservation Office (SHPO) specifications that identifies properties listed on the National Register of Historic Places (NRHP), provide considerations for additional properties having characteristics making them eligible for the NRHP, and assess effects on these resources that may occur as a result of implementing the project.

2. Develop the Area of Potential Effect (APE) using USGS topographic maps and geographic information system (GIS) aerial data. The recommended APE is anticipated to be the default distance of 150 feet on each side of the proposed centerline under KYTC's programmatic agreement with SHPO. Communicate with SHPO for concurrence with the APE.

3. Conduct research using Kentucky Heritage Council and SHPO files and libraries for completed surveys, NRHP sites, and significant events in project area.

4. Conduct title and archival research on properties identified as potentially eligible for the NRHP.

5. Prepare a brief summary of existing or proposed contexts which appear to apply to context development.

6. Conduct assessments of up to 233 sites within the APE.
   a. Reevaluate current NRHP sites.
   b. Conduct windshield survey of sites within APE.
   c. Evaluate and photograph sites that appear greater than 50 years old.
   d. Prepare survey forms for properties more than 50 years old.
   e. Document boundaries for potentially eligible properties.
   f. Develop effects determinations for each alternative and each eligible property.

7. Communicate historic property survey results, including effect determinations, with KYTC approved Consulting Parties. Individual Consulting Party meetings are not anticipated

8. Prepare the following exhibits:
   a. Location exhibits for each survey form.
   b. Topographic maps for sites potentially eligible for the NRHP using USGS map and GIS aerial mapping.

9. NRHP figures will include project mapping to show the property locations proximity to potential alternatives.

10. Prepare and submit an electronic draft Eligibility and Effects Report for properties within

the established APE including photographs, brief site descriptions, eligibility determinations, effects analysis and survey forms, inventory of sites, and historic context.

11. Attend meeting with OWNER, KYTC, and SHPO to discuss the draft report.

12. Review and respond to OWNER, KYTC, and SHPO comments.

13. Prepare a PDF copy of the final Eligibility and Effects Report. Prepare one hard copy and an electronic copy of the survey forms.

Phase 1 Archaeological Survey

1. Conduct a review of records available at the Office of State Archaeology of the project area and include a two-kilometer buffer.

2. Conduct a field investigation consisting of a survey of the potential surface disturbance area in accordance with standard archaeological methods (e.g., pedestrian and shovel test survey). The field investigation includes up to 104 shovel test probes (STP), up to six deep/auger STPs, and up to one archaeological site will be recorded.

3. Submit digital copy of the draft report for OWNER, KYTC, and the Kentucky Heritage Council SHPO.

4. Incorporate review comments into the report and submit up to three hard copies and one digital copy of the report. Upon approval of the Phase 1 report, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the standards of the federally accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington.

Socioeconomic Analysis

1. Conduct an assessment of existing socioeconomic conditions and evaluate base conditions and impacts.

2. Obtain a Farmland Impact Rating Form through Natural Resources Conservation Services (NRCS) documenting impacts from the project in accordance with NRCS-Conversation Planning Activities-Section 106 guidelines. The analysis will be used to assess impacts that may be experienced by area farmers and to satisfy National Environmental Policy Act standards.

3. Prepare and submit a PDF copy of the draft technical memorandum including the findings of the office research and record review for OWNER, KYTC, and SHPO review.

4. Review and respond to comments, and prepare and submit an electronic final technical memorandum.

Air Quality Analysis

Prepare a brief statement about air quality to be incorporated into the CE document. Project is anticipated to have "no potential" for mobile sources air toxics effects; therefore, no qualitative analysis will be provided.

Categorical Exclusion (CE) Level 1

Document a CE checklist with KYTC DEA in accordance with applicable state and federal laws and policies.

1. Prepare a draft Purpose and Need Statement for OWNER review and comment.

2. Document alternatives considered using the discussion of the alternatives developed for the project design executive summary.

3. Include discussion of air quality, highway noise, land use (existing and identified in approved land use plans), streams and floodplains, groundwater, water quality, wetlands, permits, threatened and endangered species, cultural historic resources and the Section 106 process, archaeological resources, community and social impacts, environmental justice, pedestrian and bicycle facilities, hazardous materials, and construction activities that arise during the development of the project. Direct, indirect, and cumulative impacts, as appropriate, will be considered and documented.

4. Document potential mitigation measures and commitments and provide appendices, including evidence of agency communication and completion of supporting technical reports. Exhibits will be incorporated to illustrate the location of each environmental element of concern as it relates to OWNER's preferred alternative.

5. Attend a public meeting to present the alternative(s) being considered and solicit input of those in attendance.

6. Prepare and submit draft a CE checklist for OWNER and KYTC review.

7. Review and respond to comments and prepare and submit an electronic final CE checklist.

Final Design

1. Provide roadway drawings including:
   a. Cover sheet.
   b. Quantity summary, survey control, and general notes.
   c. Typical sections selected by OWNER. Pavement design is anticipated to be based on geotechnical analysis provided as part of a future agreement amendment, as needed.
   d. Plan and profile drawings (20-scale).
   e. Right-of-way detail drawings.

f. Cross section drawings (five-scale) at 50-foot intervals, driveways, step locations, and retaining walls.

g. Maintenance of traffic construction phasing drawings and notes.

h. Intersection control drawing for Henry Clay Boulevard and Appletree Lane intersections. Drawing will include either roundabout layout and grading sheets or intersection grading and traffic signal drawings, based on OWNER-selected intersection control.

i. Retaining wall layout sheet with plan and elevation for up to eight retaining walls using standard drawings for gravity walls.

j. Striping, signing, and signal drawings.

k. Landscape and hardscape drawings and details.

l. Coordinate control drawings.

m. Intersection grading drawings including up to 34 curb ramp details.

n. Right-of-way summary sheet and strip maps with areas. The number of legal descriptions and public acquisition plats will be determined during final design and provided via a future agreement amendment, as needed.

o. Detail drawings.

p. Storm sewer profile drawings and details for stormwater control facilities.

q. Erosion and sediment control drawings.

r. Lighting drawings and details for pole, conduit, and junction box locations. Provide photometric analysis using AGI-32 for lighting design along the corridor and submitted to OWNER for review.

2. Prepare a right-of-way drawing submittal including developing project range of values, preparing project report, and right-of-way phase budget. Legal descriptions, public acquisition plats, and right-of-way revisions will be provided as part of a future agreement amendment, as needed.

3. Prepare final construction drawing submittal for OWNER review including:

a. Drawings.

b. Technical specifications.

c. Section 1 of the KYTC Local Public Agency Project Development Checklist.

d. Traffic Management Plan in accordance with KYTC guidelines.

e. OPCC.

f. Provide a summary document listing the testing requirements for construction materials in accordance with KYTC procedures. For materials that cannot be

sampled and tested in accordance with KYTC guidelines, prepare an alternative test method or justification as to why testing is not warranted.

4. Attend a final review meeting with OWNER.

5. Incorporate OWNER comments, as appropriate.

6. Prepare and submit permit applications.

7. Submit contract documents to OWNER for bid.

8. Prepare technical support services during construction bidding, including preparation of responses to technical questions, attendance at a prebid meeting, reviewing the bid tabulation, submitting a recommendation for award, and preparing Section II of the KYTC LPA PDC and compiling accompanying paperwork.

Meetings and Public Involvement

1. Prepare for and attend up to 12 project design meetings with OWNER.

2. Prepare for and attend up three open house-style public meetings.

3. Attend up to 20 individual meetings with property owners to review site specific concerns during design.

Schedule and Completion

CONSULTANT will meet the following schedule. Calendar days are counted from the date that a written notice to proceed is received by the CONSULTANT which is anticipated on February 22, 2024. Exact times of meetings will be arranged by CONSULTANT.

Schedule

Service	Schedule
Project kickoff meeting	20 days
Submission of preliminary drawings	270 days
Meeting to review preliminary drawings	280 days
Hold public meeting	300 days
Submission of right-of-way summary sheets, strip maps, and cost opinion	360 days*
Submission of 90 percent design drawings	360 days*
Submission of draft CE document	360 days
Meeting to review right-of-way drawings	380 days*
Submission completed right-of-way drawings	420 days*
Prepare bidding documents and final drawings	800 days**

*Schedule for submission of right-of-way drawings contingent upon completion of geotechnical services and subsurface utility locations to be added by a future agreement amendment, as needed.

**Schedule for bidding documents and final drawings contingent upon right-of-way being acquired and construction funding to be obligated.

Compensation

OWNER shall compensate CONSULTANT for Base Scope of Services a lump sum of $1,244,333.

EXHIBIT B

FEE PROPOSAL

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022
Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	Oct 19, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	34	34	$ 59.80	$ 2,033.20
Preliminary Line and Grade	1137	1137	$ 58.26	$ 66,241.62
Utility Coordination	322	322	$ 58.96	$ 18,985.12
Right of Way Plans	208	208	$ 57.14	$ 11,885.12
Final Plans	2180	2065	$ 56.04	$ 115,722.60
Meetings	138	138	$ 61.20	$ 8,445.60
Public Involvement	109	91	$ 61.20	$ 5,569.20
Environmental	70	70	$ 66.83	$ 4,678.10
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	4198	4065	$ 57.46	**$ 233,560.56**

OVERHEAD (150.66 %)	$	351,882.34
PROFIT (15.00 %)	$	87,816.43
COST OF MONEY (1.45 %)	$	3,386.63

DIRECT COSTS	AMOUNT
Computer Time - $14.00 per hour, 2850 hours	$ 39,900.00
Printing: 1,000 Each x $0.15, Plan Sheets (200 sheets x 12 sets x 6 SFT x $0.35)	$ 5,190.00
TOTAL DIRECT COSTS	**$ 45,090.00**

SUBCONSULTANTS	AMOUNT
Palmer Engineering (Design and Environmental)	$ 470,759.00
Element Design	$ 25,260.00
Metric Environmental	$ 26,578.00
TOTAL SUBCONSULTANTS	**$ 522,597.00**

TOTAL FEE	**$ 1,244,333**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Strand Associates, Inc. | **SIGNED BY:** Chase K. Wright, P.E.

CONSULTANT SIGNATURE	TITLE	DATE
Chase K Wright	Project Manager	10/19/2023
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Strand Associates, Inc.
PROJECT Liberty Road
ITEM NO. 07-329

Escalation Rate: 5.00% Based on Approved Audited Rates 7/14/2023
Estimated Midpoint: 7/15/2024 Based on Notice to Proceed 12/14/2023
Period(s): 1.01 Based on Estimated Completion Dat 2/14/2025
Factor: 5.05%

POSITION	AVG. RATE	ESCALATED RATE	Survey ITEM I		Preliminary Line and Grade ITEM II		Utility Coordination ITEM III		Right of Way Plans ITEM IV		Final Plans ITEM V		Meetings and Public Involvement ITEM VI		Environmental ITEM VII	
Senior Project Manager	$94.05	$98.80	$9.88	10.0%	$7.90	8.0%	$7.90	8.0%	$7.90	8.0%	$7.90	8.0%	$9.88	10.0%	$14.82	15.0%
Project Engineer	$62.71	$65.88	$23.06	35.0%	$23.06	35.0%	$26.35	40.0%	$19.76	30.0%	$16.47	25.0%	$30.96	47.0%	$39.53	60.0%
Engineer	$49.30	$51.79	$18.13	35.0%	$15.54	30.0%	$12.95	25.0%	$15.54	30.0%	$15.54	30.0%	$10.36	20.0%	$10.36	20.0%
Engineer in Training	$41.55	$43.65	$8.73	20.0%	$10.91	25.0%	$10.91	25.0%	$13.09	30.0%	$15.28	35.0%	$8.73	20.0%	$0.00	0.0%
Office Production	$40.33	$42.37	$0.00	0.0%	$0.85	2.0%	$0.85	2.0%	$0.85	2.0%	$0.85	2.0%	$1.27	3.0%	$2.12	5.0%
				100%		100%		100%		100%		100%		100%		100%
TOTAL			$59.80		$58.26		$58.96		$57.14		$56.04		$61.20		$66.83	

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	1.53	0	0
2	Utilities - (data gathering, identification & contact)	1	No.	8	1	8
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.53	2	3
	CONTROL					
4	Horizontal	2	Mile	1.53	0	0
5	Vertical	2	Mile	1.53	0	0
6	Process data	1	Mile	1.53	0	0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	1.53	2	6
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	1.53	2	6
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	1.53	0	0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	55	0	0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre	6	0	0
21	Process data	1	Mile	1.53	2	3
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	138	0	0
23	Field tie property lines/corners	1	Parcel	138	0	0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.	2	0	0
29	Review and assess condition of existing trees	1	LS	1	8	8
30						
	SURVEY TOTAL					**34**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	12	12
42	Prepare existing manuscripts	Mile	1.53	20	31
43	Establish approximate property lines and ownership	Parcel	138	0.1	14
44	Study and develop typical sections	No.	8	4	32
45	Study and develop horizontal alignments	Mile	1.53	40	61
46	Study and develop vertical alignments	Mile	1.53	24	37
47	Preliminary Roadway Model - Mainline Backbone	Mile	1.3	80	104
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	80	18
49	Preliminary Roadway Model - Mainline Grading	Mile	1.3	60	78
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	60	14
51	Preliminary Roadway Model - Intersection Grading	No.	8	16	128
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.	2	20	40
53	Preliminary Roadway Model - Entrances	No.	130	0.5	65
54	Pre-size pipes (all alternates)	No.	40	1	40
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	80	80
61	Plot/print copies of plans for team meeting and inspections	LS	1	20	20
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	40	80
63	Revise plans and estimates	LS	1	48	48
64	Preliminary Right of Way with taking areas	Parcel	69	1	69
65	Prepare Preliminary Design Memorandum	LS	1	32	32
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	8	8
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.	4	6	24
68A	Review and evaluate existing parking (Up to 4 observation events)	No.	4	4	16
68B	Prepare exhibit showing existing parking demand	No.	1	12	12
68C	Develop parking alternatives	No.	2	8	16
69	Study and development of roundabout intersection	No.	2	0	0
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS	1	48	48
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	2	2
72B	Develop preliminary hardscape improvements	No.	3	1	3
72C	Prepare rendered plan and perspectives showing plantings	No.	3	1	3
72D	Prepare exhibit showing preliminary tree impacts	No.	1	2	2
	PRELIMINARY LINE AND GRADE TOTAL				**1137**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	10	4	80
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile	1.53	80	122
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	4	12
80	Develop and maintain log of utility conflicts		LS	1	60	60
81	Prepare utility relocation budget based on utility provided estimates		LS	1	24	24
82	Review existing sanitary sewer record drawings and CCTV		LS	1	24	24
	UTILITY COORDINATION TOTAL					**322**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	138	0.00	0
82	Establish property and ownership	Parcel	138	0.0	0
83	Calculate Right of Way	Parcel	69	1.0	69
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	69	0.5	35
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	5	8	40
87	Prepare Right of Way Plans Submittal	LS	1	24	24
88	Right of Way revisions after Right of Way submittal	LS	1	0	0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS	1	40	40
90					
	RIGHT OF WAY PLANS TOTAL				**208**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	4	4
97	Develop pavement design	No.	1	8	8
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	1.53	24	37
101	Revise roadway plans from soils report	Mile	1.53	12	18
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	1.3	50	65
103	Final Roadway Model - Approach Backbone	Mile	0.23	60	14
104	Final Roadway Model - Mainline Grading	Mile	2.6	40	104
105	Final Roadway Model - Approach Grading	Mile	0.46	50	23
106	Final Roadway Model - Intersection Grading	No.	6	20	120
107	Final Roadway Model - Roundabouts - Single Lane	No.	2	0	0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.	74	0.5	37
110	Final Roadway Model - Entrances - Medium	No.	130	1	130
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre	12.61	1	13
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile	1.53	24	37
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.	5	28	140
123	Roadway ditches and channels	Mile	0.75	12	9
124	Inlet spacing calculations	No.	45	1	34
125	Storm sewers calculations	No.	60	1	45
126	Develop storm sewer profile	No.	60	2	90
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	24	24
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	8	8
136	Prepare typical sections	No.	4	8	32
137	Generate plan sheets *(scale 1" = 20')*	Sheet	15	8	120
138	Generate additional RW plan sheets	Sheet	15	4	60
139	Generate profile sheets *(scale 1" = 20')*	Sheet	15	2	30
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.	340	0.5	170
141	Prepare coordinate control sheet	Mile	1.53	6	9
142	Prepare elevation developments	No.	10	8	80
143	Prepare striping and signage plan	No.	15	0	0
144	Develop Erosion Control Plan	Mile	1.53	30	46
145	Calculate final quantities	Mile	1.53	24	37
146	Complete general summary	LS	1	16	16
147	Complete paving summary	LS	1	6	6
148	Complete drainage summary	LS	1	8	8
149	Complete pavement under-drain summary	LS	1	4	4
150	Prepare cost estimate	LS	1	16	16
151	Prepare KMZ's	LS	1	6	6
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	30	30
153	Prepare construction phasing plans	Mile	1.53	80	122
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	16	16
160	Plan revisions	Mile	1.53	50	77
161	Prepare final construction plans submittal	LS	1	36	36
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	12	12
163B	Prepare materials testing matrix	LS	1	10	10
163C	Prepare and submit permit applications	LS	1	20	20
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	20	20
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet	8	0	0
164B	Prepare typical wall sections and other wall details	Sheet	1	0	0
165	Prepare traffic signal design and details	LS	1	0	0
166A	Prepare photometric analysis for utility provided lighting	LS	1	50	50
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet	15	4	60
166C	Prepare lighting details	LS	1	8	8
167	Prepare landscape drawings, specifications, and details	LS	1	4	4
168					0
	FINAL PLANS TOTAL				**2065**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	3	No.	1	5	15
170	Geometric review meeting	3	No.			0
171	Drainage inspection	3	No.			0
172	Final inspection	3	No.	1	5	15
173	Misc. project coordination meetings	3	No.	8	3	72
174	Project team meetings	3	No.	4	3	36
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**138**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	5	15
184A	Attend Public Meetings/Hearings	3	No.	3	4	36
184B	Individual Meetings with Property Owners	1	No.	20	2	40
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**91**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	34
LINE AND GRADE TOTAL	1137
UTILITY COORDINATION TOTAL	322
RIGHT OF WAY PLANS TOTAL	208
FINAL PLANS TOTAL	2065
MEETINGS TOTAL	138
PUBLIC INVOLVEMENT TOTAL	91
QA/QC TOTAL	0
GRAND TOTAL	3995

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/23

Categorical Exclusion

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	Draft CE					
1	Compile Checklist Info	1	Hour	1	4	4
2	Public Officials Coordination (Level III)		Hour			0
3	Draft CE	1	Hour	1	4	4
4	Exhibit Preparation	1	Each	6	0	0
5	Peer Review	1	Hour	1	0	0
	Total					8
	Final CE					
6	Project Team Meetings	1	Hour	2	0	0
7	CE Review Meetings	1	Each	1	0	0
8	Public Information Meetings (Level III)	1	Hour	1	0	0
	Total					0
	Final CE Review					
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	Hour	1	0	0
11	FHWA Review		Hour			0
12	Final CE	1	Hour	1	0	0
	Total					4
	Meetings and Project Management					
50X	Baseline Review Meetings	1	Each	4	0	0
50X	Internal Status Review Meetings	1	Each	2	0	0
50X	Project Management	1	Hour	1	0	0
	Total					0

CE Grand Total	12

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Cultural Historic

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	0	0
2	Field Research/Drive time	2	lump sum	1	0	0
3	Context Development	1	lump sum	1	4	4
	Total					4
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	1	0	0
5	Plans or Construction maps	1	exhibits	30	0	0
6	CADD Operator	1	exhibits			0
	Total					0
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	0	0
8	Administrative Review	1	lump sum	1	0	0
	Total					0
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	5	5
11	Report Writing Final	1	lump sum	1	5	5
12	Survey Forms	1	forms	233	0	0
13	Development/Approval of Area of Potential Effect	1	No.	1	4	4
14						
	Total					14
MEETINGS AND COORDINATION						
15	Meeting with Project Team	1	meetings	1	0	0
16	Section 106 Meeting		meetings			0
17	Response to SHPO/DEA/FHWA	1	meetings	1	0	0
	Total					0
SURVEY MISCELLANEOUS						
18	Attend Public Meetings	1	meetings	1	0	0
50X	Project Management	1	lump sum	1	0	0
	Total					0

CULTURAL HISTORIC SURVEY GRAND TOTAL	18

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	lump sum	1	0	0
2	Division of Waste Management	1	lump sum	1	0	0
3	Deed Search/Database	1	lump sum	1	0	0
	Total					0
FIELD WORK						
4	Inspection	1	lump sum	1	0	0
5	Interviews- Property owners, neighboring residents and bu	1	lump sum	1	0	0
6	Documentation	1	lump sum	1	4	4
	Total					4
ANALYSIS						
7	Data Compilation	1	lump sum	1	0	0
8	Data Assessment	1	lump sum	1	0	0
	Total					0
REPORTS						
9	Writing/Recommendation (Draft & Final)	1	lump sum	1	0	0
10	Exhibits/Graphics	1	exhibits	2	0	0
	Total					0
MEETINGS						
11	Meetings	1	lump sum	1	0	0
50x	Project Management	1	lump sum	1	0	0
	Total					0

PHASE I ENVIRONMENTAL SITE ASSESSMENT TOTAL	4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Biological Assessment

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	OFFICE RESEARCH					
1	Identification of Listed Species	1	No.	1	0	0
2	Species Status	1	No.	1	0	0
3	Prepare Field Maps	1	No.	1	0	0
	Total					0
	FIELD INVESTIGATION					
4	Mobilization, Field Preparation	1	LS	1	0	0
5	Evaluate Ecological Habitat	1	No.	1	0	0
6	Field Survey	1	No.	1	0	0
7	Prepare Field Data Sheets	1	No.	4	0	0
	Total					0
	REPORT PREPARATION					
8	Draft report	1	No.	1	4	4
9	Prepare Exhibits	1	No.	4	0	0
10	Typing and Clerical	1	LS	1	0	0
11	Administrative review	1	No.	1	0	0
12	Guidance and Accountability Form		No.			0
13	Response to LFUCG comments	1	LS	1	0	0
14	Final report	1	No.	1	0	0
						4
	PROJECT COORDINATION					
15	Project Administration	1	LS	1	0	0
16	Meetings	1	No.			0
50x	Project Management	1	lump sum			0
	Total					0

	Grand Total					4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Phase 1 Archaeological Intensive Survey

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Background research at OSA	1	Hr.	1	8	8
2	Archival research	1	Hr.	1	4	4
3	Context Development	1	Hr.	1	8	8
	Total					20
FIELDWORK AND ANALYSIS						
4	Shovel Probing (Standard)	2	No.	52	0	0
5	Shovel Probing plus augering	2	No.	3	0	0
6	Site Recordation	2	Hr.	1	0	0
	Total					0
ANALYSIS						
7	Artifiact cleaning	1	Hr.	1	0	0
8	Artifiact analysis	1	Hr.	1	0	0
	Total					0
LABORATORY WORK						
9	Artifact Processing	1	Hr.	1	0	0
10	Curation	1	Hr.	1	0	0
	Total					0
REPORT PREPARATION						
11	Writing	1	Hr.	1	6	6
12	Exhibits (Figures per SOW)	1	Hr.	1	6	6
13	Administrative Review/PM	1	Hr.	1	0	0
	Total					12
MISCELLANEOUS						
14	Travel Time	2	Hr.	1	0	0
	Total					0

PHASE 1 ARCHAEOLOGICAL INTENSIVE SURVEY GRAND TOTAL	32

1011

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022
Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	Oct 10, 2023	COUNTY:	Fayette	ITEM #:	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	664	757	$ 50.81	$ 38,463.17
Preliminary Line and Grade	123	123	$ 55.03	$ 6,768.69
Right of Way Plans	104	104	$ 55.03	$ 5,723.12
Final Plans	399	371	$ 55.03	$ 20,416.13
Meetings	27	27	$ 73.67	$ 1,989.09
Public Involvement	57	39	$ 73.67	$ 2,873.13
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	1374	1421	$ 53.65	**$ 76,233.33**

OVERHEAD (178.01 %)	$	135,702.95
PROFIT (15.00 %)	$	31,790.44
COST OF MONEY (0.21 %)	$	160.09

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 243,887**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **Palmer Engineering**	SIGNED BY: Stephen Sewell	
	Vice President	10/13/2023
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	1.53	4	6
2	Utilities - (data gathering, identification & contact)	1	No.	8	3	24
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.53	4	6
	CONTROL					
4	Horizontal	2	Mile	1.53	12	37
5	Vertical	2	Mile	1.53	12	37
6	Process data	1	Mile	1.53	4	6
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	1.53	30	92
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	1.53	18	55
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	1.53	52	80
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	55	1	110
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre	6	6	72
21	Process data	1	Mile	1.53	6	9
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	138	0.5	69
23	Field tie property lines/corners	1	Parcel	138	1.0	138
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.	2	4	16
29	Review and assess condition of existing trees	1	LS	1	0	0
30						
	SURVEY TOTAL					**757**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	0	0
42	Prepare existing manuscripts	Mile	1.53	0	0
43	Establish approximate property lines and ownership	Parcel	138	0.4	55
44	Study and develop typical sections	No.	8	0	0
45	Study and develop horizontal alignments	Mile	1.53	0	0
46	Study and develop vertical alignments	Mile	1.53	0	0
47	Preliminary Roadway Model - Mainline Backbone	Mile	1.3	0	0
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	0	0
49	Preliminary Roadway Model - Mainline Grading	Mile	1.3	0	0
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	0	0
51	Preliminary Roadway Model - Intersection Grading	No.	8	0	0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.	2	0	0
53	Preliminary Roadway Model - Entrances	No.	130	0.0	0
54	Pre-size pipes (all alternates)	No.	40	0	0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	0	0
61	Plot/print copies of plans for team meeting and inspections	LS	1	0	0
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	0	0
63	Revise plans and estimates	LS	1	0	0
64	Preliminary Right of Way with taking areas	Parcel	69	0	0
65	Prepare Preliminary Design Memorandum	LS	1	8	8
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	0	0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.	4	0	0
68A	Review and evaluate existing parking (Up to 4 observation events)	No.	4	0	0
68B	Prepare exhibit showing existing parking demand	No.	1	0	0
68C	Develop parking alternatives	No.	2	0	0
69	Study and development of roundabout intersection	No.	2	24	48
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS	1	12	12
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	0	0
72B	Develop preliminary hardscape improvements	No.	3	0	0
72C	Prepare rendered plan and perspectives showing plantings	No.	3	0	0
72D	Prepare exhibit showing preliminary tree impacts	No.	1	0	0
	PRELIMINARY LINE AND GRADE TOTAL				**123**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	10	0	0
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile	1.53	0	0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	0	0
80	Develop and maintain log of utility conflicts		LS	1	0	0
81	Prepare utility relocation budget based on utility provided estimates		LS	1	0	0
82	Review existing sanitary sewer record drawings and CCTV		LS	1	0	0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	138	0.25	35
82	Establish property and ownership	Parcel	138	0.5	69
83	Calculate Right of Way	Parcel	69	0.0	0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	69	0.0	0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	5	0	0
87	Prepare Right of Way Plans Submittal	LS	1	0	0
88	Right of Way revisions after Right of Way submittal	LS	1	0	0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS	1	0	0
90					
	RIGHT OF WAY PLANS TOTAL				**104**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	0	0
97	Develop pavement design	No.	1	0	0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	1.53	0	0
101	Revise roadway plans from soils report	Mile	1.53	0	0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	1.3	0	0
103	Final Roadway Model - Approach Backbone	Mile	0.23	0	0
104	Final Roadway Model - Mainline Grading	Mile	2.6	0	0
105	Final Roadway Model - Approach Grading	Mile	0.46	0	0
106	Final Roadway Model - Intersection Grading	No.	6	0	0
107	Final Roadway Model - Roundabouts - Single Lane	No.	2	60	120
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.	74	0.0	0
110	Final Roadway Model - Entrances - Medium	No.	130	0	0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre	12.61	0	0
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile	1.53	0	0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.	5	0	0
123	Roadway ditches and channels	Mile	0.75	0	0
124	Inlet spacing calculations	No.	45	0	0
125	Storm sewers calculations	No.	60	0	0
126	Develop storm sewer profile	No.	60	0	0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	0	0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	0	0
136	Prepare typical sections	No.	4	0	0
137	Generate plan sheets *(scale 1" = 20')*	Sheet	15	0	0
138	Generate additional RW plan sheets	Sheet	15	0	0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	15	0	0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.	340	0.0	0
141	Prepare coordinate control sheet	Mile	1.53	0	0
142	Prepare elevation developments	No.	10	4	40
143	Prepare striping and signage plan	No.	15	4	60
144	Develop Erosion Control Plan	Mile	1.53	0	0
145	Calculate final quantities	Mile	1.53	0	0
146	Complete general summary	LS	1	0	0
147	Complete paving summary	LS	1	0	0
148	Complete drainage summary	LS	1	0	0
149	Complete pavement under-drain summary	LS	1	0	0
150	Prepare cost estimate	LS	1	0	0
151	Prepare KMZ's	LS	1	0	0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	0	0
153	Prepare construction phasing plans	Mile	1.53	0	0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	0	0
160	Plan revisions	Mile	1.53	10	15
161	Prepare final construction plans submittal	LS	1	4	4
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	4	4
163B	Prepare materials testing matrix	LS	1	0	0
163C	Prepare and submit permit applications	LS	1	0	0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	0	0
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet	8	6	48
164B	Prepare typical wall sections and other wall details	Sheet	1	0	0
165	Prepare traffic signal design and details	LS	1	80	80
166A	Prepare photometric analysis for utility provided lighting	LS	1	0	0
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet	15	0	0
166C	Prepare lighting details	LS	1	0	0
167	Prepare landscape drawings, specifications, and details	LS	1	0	0
168					0
	FINAL PLANS TOTAL				**371**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	2	No.	1	5	10
170	Geometric review meeting	1	No.			0
171	Drainage inspection	1	No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings	1	No.	8	0	0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**27**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	5	15
184A	Attend Public Meetings/Hearings	2	No.	3	4	24
184B	Individual Meetings with Property Owners	1	No.	20	0	0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**39**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	757
LINE AND GRADE TOTAL	123
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	104
FINAL PLANS TOTAL	371
MEETINGS TOTAL	27
PUBLIC INVOLVEMENT TOTAL	39
QA/QC TOTAL	0
GRAND TOTAL	1421

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 10, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Document Preparation	186	186	$ 69.74	$ 12,971.64
Socioeconomic	78	78	$ 53.43	$ 4,167.54
Ecology	106	106	$ 54.60	$ 5,787.60
Air Quality	4	4	$ 76.37	$ 305.48
Cultural Historic	667	667	$ 54.99	$ 36,678.33
UST/Hasmat	98	98	$ 54.60	$ 5,350.80
Biological Assessment	78	78	$ 54.60	$ 4,258.80
Phase 1 Archaeological	20	20	$ 69.74	$ 1,394.80
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	1237	1237	$ 57.33	**$ 70,914.99**

OVERHEAD (178.01 %)	$	126,235.77
PROFIT (15.00 %)	$	29,572.61
COST OF MONEY (0.21 %)	$	148.92

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 226,872**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
	Vice President	10/13/2023
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/23

Categorical Exclusion

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	Draft CE					
1	Compile Checklist Info	1	Hour	1	40	40
2	Public Officials Coordination (Level III)		Hour			0
3	Draft CE	1	Hour	1	36	36
4	Exhibit Preparation	1	Each	6	2	12
5	Peer Review	1	Hour	1	8	8
	Total					96
	Final CE					
6	Project Team Meetings	1	Hour	2	2	4
7	CE Review Meetings	1	Each	1	2	2
8	Public Information Meetings (Level III)	1	Hour	1	8	8
	Total					14
	Final CE Review					
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	Hour	1	4	4
11	FHWA Review		Hour			0
12	Final CE	1	Hour	1	8	8
	Total					16
	Meetings and Project Management					
50X	Baseline Review Meetings	1	Each	4	4	16
50X	Internal Status Review Meetings	1	Each	2	2	4
50X	Project Management	1	Hour	1	40	40
	Total					60

CE Grand Total	186

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Socioeconomic

No.	ITEM	CREW	UNIT	AMOUNT	HRS/ITEM	TOTAL HOURS
	FIELD RESEARCH					
1	Windshield Surveys	1	lump sum	1	8	8
2	Meetings w/ Public & Public Officials	1	lump sum	1	4	4
	Total					12
	OFFICE RESEARCH					
3	Data Collection	1	lump sum	1	16	16
	Total					16
	REPORT PREPARATION					
4	Typing and Clerical	1	lump sum	1	28	28
5	Guidance and Accountability Form		lump sum			0
6	Administrative Review	1	lump sum	1	4	4
7	Response to DEA Comments	1	exhibits	1	1	1
8	Editing	1	lump sum	1	1	1
9	Final Report	1	lump sum	1	4	4
	Total					38
	MEETINGS AND COORDINATION					
10	DEA/LFUCG	1	meetings	1	4	4
11	Public Meetings	1	meetings	1	0	0
12	Project Team Meetings	1	meetings	1	0	0
50X	Project Management	1	lump sum	1	8	8
	Total					12

GRAND TOTAL	78

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Terrestrial and Aquatic Biology

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
Literature Review/Orientation						
1	Biological	1	LS	1	6	6
2	Physical	1	LS	1	4	4
	Total					10
Field						
	Terrestrial					
3	Botanical Sampling	1	LS	1	4	4
4	Zoological Sampling	1	LS	1	4	4
	Total					8
	Aquatic					
5	Zoological Sampling	1	LS	1	4	4
6	Water Chemistry	1	LS	1	4	4
	Total					8
	Wetlands					
7	Determination	1	LS	1	4	4
8	Delineation	1	LS	1	2	2
	Total					6
Coordination/Meetings						
9	State Agencies	1	LS	1	6	6
10	Federal Agencies	1	LS	1	2	2
	Total					8
Lab						
11	Specimen/Collection Identification		LS			0
12	Chemical Analysis		LS			0
	Total					0
Report Preparation						
13	Writing	1	LS	1	32	32
14	Exhibits	1	Each	14	2	28
50X	Project Management	1	Lump Sum	1	6	6
	Total					66

Grand Total	**106**

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Air Quality

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	FIELD RESEARCH					
1	Confirm roadway geometrics, vehicular speeds and timing of traffic signals	1	LS			0
2	Confirm timing of traffic signals.	1	LS			0
	Total					0
	OFFICE RESEARCH and MODELING					
3	Computer setup	1	LS			0
4	Calculate Carbon Monoxide emmission factors using Mobile 6.2	1	Site			0
5	Set up links and determine receptor coordinates	1	LS			0
6	Calculate CO concentrations using CAL3QHC version 2 or successor	1	LS			0
7	Draft Report	1	LS			0
8	Prepare Exhibits	1	exhibits			0
	Total					0
	PREPARATION OF FINAL REPORT					
9	Typing and Clerical	1	LS			0
10	Administrative Review	1	LS	1	4	4
11	Guidance and Accountability Form	1	LS			0
12	Final Draft of Report	1	LS			0
13	Response to DEA Comments	1	LS			0
	Total					4

GRAND TOTAL	4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Cultural Historic

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	16	16
2	Field Research/Drive time	2	lump sum	1	40	80
3	Context Development	1	lump sum	1	24	24
	Total					120
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	1	2	2
5	Plans or Construction maps	1	exhibits	30	2	60
6	CADD Operator	1	exhibits			0
	Total					62
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	4	4
8	Administrative Review	1	lump sum	1	4	4
	Total					8
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	175	175
11	Report Writing Final	1	lump sum	1	25	25
12	Survey Forms	1	forms	233	1	233
13	Development/Approval of Area of Potential Effect	1	No.	1	4	4
14						
	Total					437
MEETINGS AND COORDINATION						
15	Meeting with Project Team	1	meetings	1	8	8
16	Section 106 Meeting		meetings			0
17	Response to SHPO/DEA/FHWA	1	meetings	1	8	8
	Total					16
SURVEY MISCELLANEOUS						
18	Attend Public Meetings	1	meetings	1	4	4
50X	Project Management	1	lump sum	1	20	20
	Total					24

CULTURAL HISTORIC SURVEY GRAND TOTAL	667

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	lump sum	1	4	4
2	Division of Waste Management	1	lump sum	1	4	4
3	Deed Search/Database	1	lump sum	1	2	2
	Total					10
FIELD WORK						
4	Inspection	1	lump sum	1	8	8
5	Interviews- Property owners, neighboring residents and bu	1	lump sum	1	4	4
6	Documentation	1	lump sum	1	4	4
	Total					16
ANALYSIS						
7	Data Compilation	1	lump sum	1	8	8
8	Data Assessment	1	lump sum	1	8	8
	Total					16
REPORTS						
9	Writing/Recommendation (Draft & Final)	1	lump sum	1	32	32
10	Exhibits/Graphics	1	exhibits	2	4	8
	Total					40
MEETINGS						
11	Meetings	1	lump sum	1	8	8
50x	Project Management	1	lump sum	1	8	8
	Total					16

PHASE I ENVIRONMENTAL SITE ASSESSMENT TOTAL	98

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Biological Assessment

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	OFFICE RESEARCH					
1	Identification of Listed Species	1	No.	1	1	1
2	Species Status	1	No.	1	1	1
3	Prepare Field Maps	1	No.	1	2	2
	Total					4
	FIELD INVESTIGATION					
4	Mobilization, Field Preparation	1	LS	1	2	2
5	Evaluate Ecological Habitat	1	No.	1	4	4
6	Field Survey	1	No.	1	4	4
7	Prepare Field Data Sheets	1	No.	4	1	4
	Total					14
	REPORT PREPARATION					
8	Draft report	1	No.	1	32	32
9	Prepare Exhibits	1	No.	4	2	8
10	Typing and Clerical	1	LS	1	5	5
11	Administrative review	1	No.	1	5	5
12	Guidance and Accountability Form		No.			0
13	Response to LFUCG comments	1	LS	1	2	2
14	Final report	1	No.	1	4	4
						56
	PROJECT COORDINATION					
15	Project Administration	1	LS	1	4	4
16	Meetings	1	No.			0
50x	Project Management	1	lump sum			0
	Total					4

	Grand Total					78

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Phase 1 Archaeological Intensive Survey

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Background research at OSA	1	Hr.	1	4	4
2	Archival research	1	Hr.	1	2	2
3	Context Development	1	Hr.	1	4	4
	Total					10
FIELDWORK AND ANALYSIS						
4	Shovel Probing (Standard)	2	No.	52	0	0
5	Shovel Probing plus augering	2	No.	3	0	0
6	Site Recordation	2	Hr.	1	2	4
	Total					4
ANALYSIS						
7	Artififact cleaning	1	Hr.	1	0	0
8	Artififact analysis	1	Hr.	1	2	2
	Total					2
LABORATORY WORK						
9	Artifact Processing	1	Hr.	1	0	0
10	Curation	1	Hr.	1	0	0
	Total					0
REPORT PREPARATION						
11	Writing	1	Hr.	1	2	2
12	Exhibits (Figures per SOW)	1	Hr.	1	2	2
13	Administrative Review/PM	1	Hr.	1	0	0
	Total					4
MISCELLANEOUS						
14	Travel Time	2	Hr.	1	0	0
	Total					0

PHASE 1 ARCHAEOLOGICAL INTENSIVE SURVEY GRAND TOTAL	20

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022

SECTION 1: PROJECT INFORMATION

DATE:	Oct 11, 2013	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	32	32	$ 43.71	$ 1,398.72
Preliminary Line and Grade	122	122	$ 40.50	$ 4,941.00
Final Plans	30	30	$ 40.50	$ 1,215.00
Meetings	17	17	$ 45.24	$ 769.08
Public Involvement	18	18	$ 45.24	$ 814.32
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	219	219	$ 41.73	**$ 9,138.12**

OVERHEAD (140.00 %)	$	12,793.37
PROFIT (15.00 %)	$	3,289.72
COST OF MONEY (0.00 %)	$	-

DIRECT COSTS	AMOUNT
Mileage: Project Site Visits and Meetings - 10 x 8 miles - $0.48 per mile	$ 38.40
TOTAL DIRECT COSTS	**$ 38.40**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 25,260**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Element Design	**SIGNED BY:** Ramona Fry, PLA, ASLA, LEED AP	
	Principal	10/11/2013
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

1028

element design

October 10, 2023

Chase Wright, P.E.
Strand Associates, Inc®
651 Perimeter Drive, Suite 220
Lexington, KY 40517

Re: Lexington-Fayette Urban County Government
Liberty Road from New Circle Road to Winchester Road
KYTC Item No. 7-329

Dear Chase,

Please see below information regarding our rates used for the fee proposal.

Classification	Hourly Average Raw Labor Rate
Principal	$51.90 average per hour
Landscape Architect	$41.66 average per hour
Designer	$28.85 average per hour

These pay rates are based on 2,080 hours per year.

Our overhead rate is 140% which includes all expenses, except mileage.

We certify that the amounts included with this letter are true, accurate, complete, and in compliance with all applicable laws,

Sincerely,

Ramona Fry PLA, ASLA, LEED AP BD+C
Principal, Element Design

366 South Broadway
Lexington, Kentucky 40508
859.389.6533

1018 East Jefferson Street
Louisville, Kentucky 40206
www.element-site.com

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Element Design
PROJECT Liberty Road
ITEM NO. 07-329

POSITION	AVG. RATE	Survey ITEM I		Preliminary Line and Grade ITEM II		Final Plans ITEM III		Meetings and Public Involvement ITEM IV				
Principal	$51.90	$10.38	20.0%	$10.38	20.0%	$10.38	20.0%	$31.14	60.0%			
Landscape Architect	$41.66	$33.33	80.0%	$22.91	55.0%	$22.91	55.0%	$8.33	20.0%			
Designer	$28.85	$0.00	0.0%	$7.21	25.0%	$7.21	25.0%	$5.77	20.0%			
			100%		100%		100%		100%	0%	0%	0%
TOTAL		$43.71		$40.50		$40.50		$45.24		$0.00	$0.00	$0.00

1031

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile			0
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile			0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile			0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	1	Parcel			0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Review and assess condition of existing trees	1	LS	1	32	32
30						
	SURVEY TOTAL					**32**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS			0
42	Prepare existing manuscripts	Mile			0
43	Establish approximate property lines and ownership	Parcel			0
44	Study and develop typical sections	No.			0
45	Study and develop horizontal alignments	Mile			0
46	Study and develop vertical alignments	Mile			0
47	Preliminary Roadway Model - Mainline Backbone	Mile			0
48	Preliminary Roadway Model - Approach Backbone	Mile			0
49	Preliminary Roadway Model - Mainline Grading	Mile			0
50	Preliminary Roadway Model - Approach Grading	Mile			0
51	Preliminary Roadway Model - Intersection Grading	No.			0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.			0
54	Pre-size pipes (all alternates)	No.			0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS			0
61	Plot/print copies of plans for team meeting and inspections	LS			0
62	Calculate preliminary quantities and develop cost estimates	Alt.			0
63	Revise plans and estimates	LS			0
64	Preliminary Right of Way with taking areas	Parcel			0
65	Prepare Preliminary Design Memorandum	LS			0
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.			0
68A	Review and evaluate existing parking (Up to 4 observation events)	No.			0
68B	Prepare exhibit showing existing parking demand	No.			0
68C	Develop parking alternatives	No.			0
69	Study and development of roundabout intersection	No.			0
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS			0
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	38	38
72B	Develop preliminary hardscape improvements	No.	3	11	33
72C	Prepare rendered plan and perspectives showing plantings	No.	3	13	39
72D	Prepare exhibit showing preliminary tree impacts	No.	1	12	12
	PRELIMINARY LINE AND GRADE TOTAL				**122**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.			0
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.			0
80	Develop and maintain log of utility conflicts		LS			0
81	Prepare utility relocation budget based on utility provided estimates		LS			0
82	Review existing sanitary sewer record drawings and CCTV		LS			0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel			0
82	Establish property and ownership	Parcel			0
83	Calculate Right of Way	Parcel			0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel			0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet			0
87	Prepare Right of Way Plans Submittal	LS			0
88	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS			0
90					
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS			0
97	Develop pavement design	No.			0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile			0
101	Revise roadway plans from soils report	Mile			0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile			0
103	Final Roadway Model - Approach Backbone	Mile			0
104	Final Roadway Model - Mainline Grading	Mile			0
105	Final Roadway Model - Approach Grading	Mile			0
106	Final Roadway Model - Intersection Grading	No.			0
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.			0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile			0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile			0
124	Inlet spacing calculations	No.			0
125	Storm sewers calculations	No.			0
126	Develop storm sewer profile	No.			0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS			0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS			0
136	Prepare typical sections	No.			0
137	Generate plan sheets *(scale 1" = 20')*	Sheet			0
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet			0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.			0
141	Prepare coordinate control sheet	Mile			0
142	Prepare elevation developments	No.			0
143	Prepare striping and signage plan	No.			0
144	Develop Erosion Control Plan	Mile			0
145	Calculate final quantities	Mile			0
146	Complete general summary	LS			0
147	Complete paving summary	LS			0
148	Complete drainage summary	LS			0
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS			0
151	Prepare KMZ's	LS			0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS			0
153	Prepare construction phasing plans	Mile			0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS			0
160	Plan revisions	Mile			0
161	Prepare final construction plans submittal	LS			0
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS			0
163B	Prepare materials testing matrix	LS			0
163C	Prepare and submit permit applications	LS			0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS			0
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet			0
164B	Prepare typical wall sections and other wall details	Sheet			0
165	Prepare traffic signal design and details	LS			0
166A	Prepare photometric analysis for utility provided lighting	LS			0
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
166C	Prepare lighting details	LS			0
167	Prepare landscape drawings, specifications, and details	LS	1	30	30
168					0
	FINAL PLANS TOTAL				**30**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection		No.			0
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings		No.			0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**17**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	2	6
184A	Attend Public Meetings/Hearings	1	No.	3	4	12
184B	Individual Meetings with Property Owners		No.			0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**18**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	32
LINE AND GRADE TOTAL	122
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	0
FINAL PLANS TOTAL	30
MEETINGS TOTAL	17
PUBLIC INVOLVEMENT TOTAL	18
QA/QC TOTAL	0
GRAND TOTAL	219

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 9, 2023	**COUNTY:**	Fayette	**ITEM #:**	n/a
PROJECT:	Liberty Road (KY 1927) Improvement				
DESC:	Liberty Road improvements from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Phase I Archaeological Intensive Survey	194		$ 35.78	$ 6,941.32
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	194			**$ 6,941.32**

OVERHEAD (202.32 % **)**	$	14,043.68
PROFIT (15.00 % **)**	$	3,147.75
COST OF MONEY (0.08 % **)**	$	5.55

DIRECT COSTS	AMOUNT
(see Direct Costs worksheet)	$ 2,440.00
TOTAL DIRECT COSTS	**$ 2,440.00**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 26,578**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME:	SIGNED BY:	
Lucille Beth Miller	Director of NEPA Services	10/9/2023
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

1038

PRODUCTION-HOUR WORKSHEET

COUNTY	**Fayette**	PROJECT TYPE	**Road Improvement**
ROUTE	**KY 1927**	CONSULTANT	**Metric Environmentl**
DESC	**KY 1927/Liberty Road improvements from New Circle Road to Winchester Road**		
		PREPARED BY	**Karen Garrard**
ITEM NO.	n/a	DATE	**October 9, 2023**

ARCHAEOLOGY

Phase I Archaeological Intensive Survey

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RESEARCH					
1	Background research at OSA	1	Hr.	1	4	4
2	Archival research	1	Hr.	1	8	8
3	Context development	1	Hr.	1	8	8
	Total					20
	FIELDWORK AND ANALYSIS					
4	Shovel Probing (standard)	2	No.	52	0.5	52
5	Shovel Probing plus augering	2	No.	3	1	6
6	Site Recordation	2	Hr.	1	4	8
	Total					66
	ANALYSIS					
7	Artifact cleaning	1	Hr.	1	4	4
8	Artifact analysis	1	Hr.	1	6	6
	Total					10
	LABORATORY WORK					
9	Artifact Processing	1	Hr.	1	8	8
10	Curation	1	Hr.	1	8	8
	Total					16
	REPORT PREPARATION					
11	Writing	1	Hr.	1	32	32
12	Exhibits (Figures per SOW)	1	Hr.	1	12	12
13	Administrative Review/PM	1	Hr.	1	6	6
	Total					50
	MISCELLANEOUS					
14	Travel Time	2	Hr.	1	16	32
	Total					32
	TOTAL					**194**

PRODUCTION-HOUR SUMMARY

Phase I Archaeological Intensive Survey	**194**
GRAND TOTAL	**194**

CLASSIFICATION AND PERCENTAGES FOR ENVIRONMENTAL ANALYSIS			
		Archaeology	
Staff Type	**Audited Rate**	%	Cost
Sr. Project Manager	**$ 52.56**	0.52%	$0.27
Senior Project Manager 2	**$ 45.04**	45.88%	$20.66
Senior Project Manager 1	**$ 38.98**	1.03%	$0.40
Project Scientist 2	**$ 34.12**	0.00%	$0.00
Project Scientist 1	**$ 31.61**	0.00%	$0.00
Staff Scientist 2	**$ 27.48**	52.58%	$14.45
Staff Scientist 1	**$ 24.57**	0.00%	$0.00
Intern	**$ 15.00**	0.00%	$0.00
Project Coordinator 2	**$ 27.32**	0.00%	$0.00
Totals		100.00%	$35.78

Direct Costs

COUNTY	Fayette			PROJECT TYPE		Road Improvement	
ROUTE	KY 1927			CONSULTANT		Metric Environmental, LLC	
DESC.	KY 1927/Liberty Road improvements from New Circle Road to Winchester			PREPARED BY		Karen Garrard	
ITEM NO.	n/a			DATE		October 9, 2023	
Mileage							
Mileage[1]		# of trips		Total miles		Total Mileage (.61)	
400		2		800		$	**456.00**
Lodging							
Nights		# Staff		Rooms		Total Lodging ($96)	
3		2		2		$	**576.00**
Per Diem							
Staff		Full Days	Cost ($36)	MOB days	Cost ($28)	Total Per Diem Cost	
2		3	$ 216.00	2	$ 112.00	$	**328.00**
Data Service - OSA Agency Request of Info							
KY OSA - records check fee ($140) plus scanning fees (1hr/$40)						Total Cost	
						$	**180.00**
Equipment - GPS							
GPS		Days	Cost ($100)			Total Equipment	
1		3	$ 300.00			$	**300.00**
Curation							
1 standard artifact box ($250), accompanying documents and photos ($250)						Total Cost	
						$	**500.00**
Reproductions/copies, Shipping and Mailing Costs							
Reproductions/copies, Shipping and Mailing Costs						Total Cost	
						$	**100.00**
[1] Round trip						**Grand Total Cost**	**$ 2,440.00**

October 9, 2023

Mr. Chase Wright, P.E.
Project Manager
Strand Associates, Inc.
651 Perimeter Drive
Lexington, Kentucky 40517

RE: ENVIRONMENTAL SERVICES – PHASE I ARCHAEOLOGICAL INTENSIVE SURVEY
LIBERTY ROAD (KY 1927) IMPROVEMENT
CITY OF LEXINGTON, FAYETTE COUNTY, KENTUCKY

Mr. Wright:

PROJECT DESCRIPTION

The Lexington-Fayette Urban County Government (LFUCG) has selected Strand Associates, Inc. (Strand), and Metric Environmental, LLC (Metric), to provide environmental services for the proposed Liberty Road (KY 1927) Improvements from New Circle Road to Winchester Road in the City of Lexington, Fayette County, Kentucky. The project entails improvements along an approximate 2.0-kilometer (km) (1.3-mile [mi]) long section of Liberty Road through the primarily residential and commercial Hamburg Area neighborhood.

The environmental services to be provided at this time for the project include a Phase I archaeological intensive survey. It is our understanding that this survey will assist in the design development and planning for the project.

For the purposes of this proposal, and to accommodate project design development, the archaeological survey area is defined as a 36.5-meter (m) (120-foot [ft]) wide corridor centered on the existing roadway and extending approximately 2.0 km (1.3 mi) along Liberty Road, from New Circle Road to Winchester Road.

PROJECT SETTING

The project corridor and immediate vicinity is a mixture of commercial and residential land use, characterized by increasing development beginning as early as the 1950s. The topography is generally flat to gently rolling. No water sources show as mapped in the immediate vicinity of the corridor. The project is located within the Inner Bluegrass physiographic region, which is characterized by rich, fertile phosphatic soils. The gently rolling topography is caused by the weathering of limestone that is typical of the Ordovician strata of central Kentucky, pushed up along the Cincinnati Arch. Weathering of the limestone also produces sinkholes, sinking streams, springs, caves, and soils. The USDA NRCS online Websoil Survey indicates the project corridor bisects two locations of alluvial soils: Huntington silt loam (0-4 percent slopes, occasionally flooded) and Newark silt loam (0-2 percent slopes, occasionally flooded).

PROPOSED SCOPE OF WORK

PHASE I ARCHAEOLOGICAL INTENSIVE SURVEY

The archaeological survey will include background research and an archaeological literature review, field investigations, and the completion of a Phase I report detailing the results of the investigation and providing management recommendations for the project and identified archaeological resources, if any.

The archaeological literature review will include a review of Kentucky Office of State Archaeology (OSA) archaeological site files and reports of investigation to identify previously recorded archaeological sites and archaeological investigations located within the survey area and within a 2-km (1.26 mile) buffer of the existing roadway. In addition, online county histories, cemetery records, and historic maps will also be reviewed.

A standard methodology for Phase I archaeological survey includes a visual reconnaissance, surface collection/survey, and the excavation of shovel test probes (STP). Visual reconnaissance is conducted throughout the survey area to document the general nature and current setting, assess the likelihood of encountering cultural resources within the current setting, and to identify locations of previous disturbance. Surface collection/survey occurs when there is at least 50 percent surface visibility and well-weathered surface conditions (generally within agricultural fields). The area is examined via pedestrian survey, with transects spaced at no more than 10-m (32.8-ft) intervals. The excavation of STPs is conducted within relatively level locations (less than 15 percent slope), where no apparent previous disturbance is evident, and surface visibility is less than 50 percent.

When subsurface testing is needed, STPs are placed at 20-meter (m) (65.6-foot [ft]) intervals along systematically spaced transects. Where sites are identified, the testing interval will be reduced to a smaller interval no greater than 10 m (32.8 ft) to better define site boundaries, artifact distributions, and to identify possible feature remnants. STPs will be 30 centimeters (cm) (12 inches [in]) in diameter and extend to a depth to penetrate the subsoil by at least 10 cm (4 in) with the exception of where alluvial soils are present. Where alluvial soils are present, STPs will be excavated to a depth of 1.0 m (3.2 ft) and auger probes placed in the base of select STPs at intervals no greater than 40 m (131 ft). The auger probes will be hand excavated using a 7.3-centimeter (3.0-inch [in]) bucket auger to a depth of 2 m (6.5 ft). Soil will be examined via screening through 0.64-cm (0.25-in) mesh hardware cloth. Soil and sod will be replaced following completion of the STP. STP information will be recorded on standardized forms, with notes regarding soil color, texture, depth, inclusions, and artifact content. Photographs will be taken of the project area, sites encountered, and representative STPs.

Archaeological sites identified during survey will be mapped and photographed in the field, and GPS will be used to record locations. In addition, cultural artifacts encountered will be collected for analysis. If large numbers of artifacts, particularly historic artifacts, are encountered, or if large bulky artifacts are encountered, notes and photographs will be taken regarding the resources, but Metric personnel will use discretion in collecting these items in accordance with the Kentucky Heritage Council (KHC) guidance for discarding historic artifacts.

It is assumed for the purposes of this proposal that the entire project corridor will require STP survey. It is assumed that a single transect on either side of Liberty Road will provide sufficient survey coverage for the project; if the project corridor width is increased and more than one transect is needed on either side of the roadway, a supplemental agreement will be needed. It is assumed that approximately 50 percent of the survey area adjacent to the existing roadway is disturbed, particularly from buried subsurface utilities which parallel the road, and/or are covered by existing concrete and asphalt parking areas. An estimated 104 STPs and up to six bucket auger tests will be needed. It is anticipated that no more than one archaeological site will be recorded.

Metric will prepare a Phase I Archaeological Intensive Survey report that meets the KHC and OSA standards. This report will summarize results of the literature review, will document results of fieldwork,

describe any sites encountered, and provide a summary of the natural and cultural setting of the project area. Figures/graphics will be included, such as historic maps and aerials, as well as ones depicting work completed and sites identified. Other graphics will be included as needed to adequately document all work completed during the survey, including shovel probe profiles, as necessary. Finally, the report will provide management recommendations for the project corridor. Site forms will be prepared and submitted to the OSA for any sites identified.

Metric will provide Strand a digital copy of the draft report for review and comment to LFUCG, for coordination with KHC/State Historic Preservation Office. Once comments have been addressed, Metric will provide three hard copies and one digital copy of the final report.

Upon approval of the Phase I report and pending landowner permission, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the requirements of the Federally-accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington. Costs for the preparation of materials for curation, as well as the curation fees are not included as part of this proposal; if curation is needed, a supplemental agreement will be needed. Notes, photographs, and documentation will be retained at the Metric offices for a standard 5 years.

Assumptions and Exceptions – Metric makes the following assumptions based on this scope of work:

- Prior to the commencement of fieldwork, landowner notification letters will be sent to property owners by Strand and/or LFUCG within the project corridor and will provide Metric a list of the landowner names and a copy of the letter prior to the survey activities.
- Metric assumes one site will be identified, with no more than 100 artifacts. If more than one site with up to 100 artifacts is identified, a supplemental agreement will be needed.
- It is assumed that a single survey transect on either side of Liberty Road will provide sufficient survey coverage for the project; if the project corridor width is increased and more than one transect is needed on either side of the roadway, a supplemental agreement will be needed.
- Metric assumes weather will not be a limiting factor. If adverse conditions occur, Metric will coordinate with Strand regarding schedule impacts.
- Archaeological Deep Testing is not included with this scope of work. If it is deemed Archaeological Deep Testing is needed, a supplemental scope of work will be needed.
- Costs for the preparation of archaeological materials for curation, as well as the curation fees are not included as part of this proposal; if curation is required, a supplemental agreement will be needed.
- Fieldwork will require no more than two mobilizations.

If you have any questions regarding this Scope of Work, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

METRIC ENVIRONMENTAL, LLC

Luella Beth Hillen

Luella Beth Hillen
Director NEPA Services

Metric #22-0226

EXHIBIT C

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #36-2022 Liberty Road Improvement Project – New Circle Road to Winchester Road** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 18, 2022.** All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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 LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFQ while this RFQ 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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 <u>special conditions</u> 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.

<u>LFUCG Non-Appropriation Clause</u>

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 RFQ 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 RFQ 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 RFQ 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 RFQ processes. If, based on this review, a RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ 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.

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue

Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerial paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. *Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Relevant experience and technical competence of the project team (25 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (15 Points)
4. Local employment of the project team (20 Points)
5. Ability to provide KYTC LPA Guide compliant inspection services (10 Points)

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 submitted via IonWave at: 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 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 _____, 20__.

My Commission expires: _____

_____
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.

_____ _____

Signature *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																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

1060

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. 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 MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE firms to be used in accomplishing the work contained in this Bid/RFQ/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**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 MWDBE Company Name, Address, Phone, Email	MWDBE 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** _____

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MWDBE QUOTE SUMMARY FORM
Bid/RFQ/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addres	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	Veteran

(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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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/RFQ/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**

1072

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFQ/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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	**Company Representative**
Date	**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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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, safely 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.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/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 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence
Excess/Umbrella Liability	$1 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. 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.

g. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Statements of Qualifications – Professional Services

Liberty Road Improvements Project – New Circle Road to Winchester Road

The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Project Manager – Mark Feibes, P.E.
Location – Liberty Rd. from New Circle Rd. to Winchester Rd. (See Exhibit 1)
Funding – Surface Transportation Program (SLX) – Federal Funds
Facility – Approximately 1.3 miles of roadway improvements.

PREQUALIFICATION

To respond to this project the Consultant must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

Liberty Road from New Circle Road to Winchester Road, is a 1.3 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. Outside New Circle Road, plans are underway by the Kentucky Transportation Cabinet to upgrade Liberty Road (KY 1927) from Graftons Mill Lane to and including the intersection at New Circle Road. This project incorporates a shared use path connecting to the Liberty Trail/Brighton East Rail Trail system. Currently, the Lexington Area MPO is conducting the *East Lexington Trail Connectivity and Traffic Safety Study*, evaluating trail routing alternatives from Liberty Road and New Circle Road to the Isaac Murphy Memorial Art Garden at Third Street and Midland Avenue.

DESCRIPTION

Essential features of the *Liberty Road Improvements Project* include:

- Upgrade Liberty Road from New Circle Road to Appletree Lane from a rural to an urban cross section. Note: Limited improvements may be needed from New Circle Road to Creative Drive.

- Reconfigure the roadway cross section from New Circle Road to Winchester road to three lanes (two-way with TWLTL).

- From New Circle Road to Winchester Road, construct a five-foot wide sidewalk on one side of the roadway and a shared use path on the other side, with interconnectivity to the future shared use paths noted in the Background discussion above.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1 Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2 Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.

- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed

- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Perform an analysis of the existing downstream drainage system to determine if it has sufficient capacity to convey the runoff from the proposed new storm sewers. Design appropriate upgrades if necessary.

Portions of the existing drainage system discharge to a sinkhole. The Consultant shall design the stormwater collection system so as not to increase flow volume or intensity to that existing sinkhole system.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2 In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Evaluation of shared use path on driveway ingress/egress
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)

- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3 Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2 In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed

- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

  Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical
c. Cross sections sheets	1" = 5' horizontal 1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions off all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	280 days
Hold public meeting - open house format	300 days

Submit final plans	360 days
Meet with LFUCG et al., to review final plans	380 days
Submission of completed final plans	420 days
Preparation of ROW/easement plats and descriptions	440 days

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (25 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (15 Points)
- Local employment of the project team (20 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (10 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

Exhibit 1

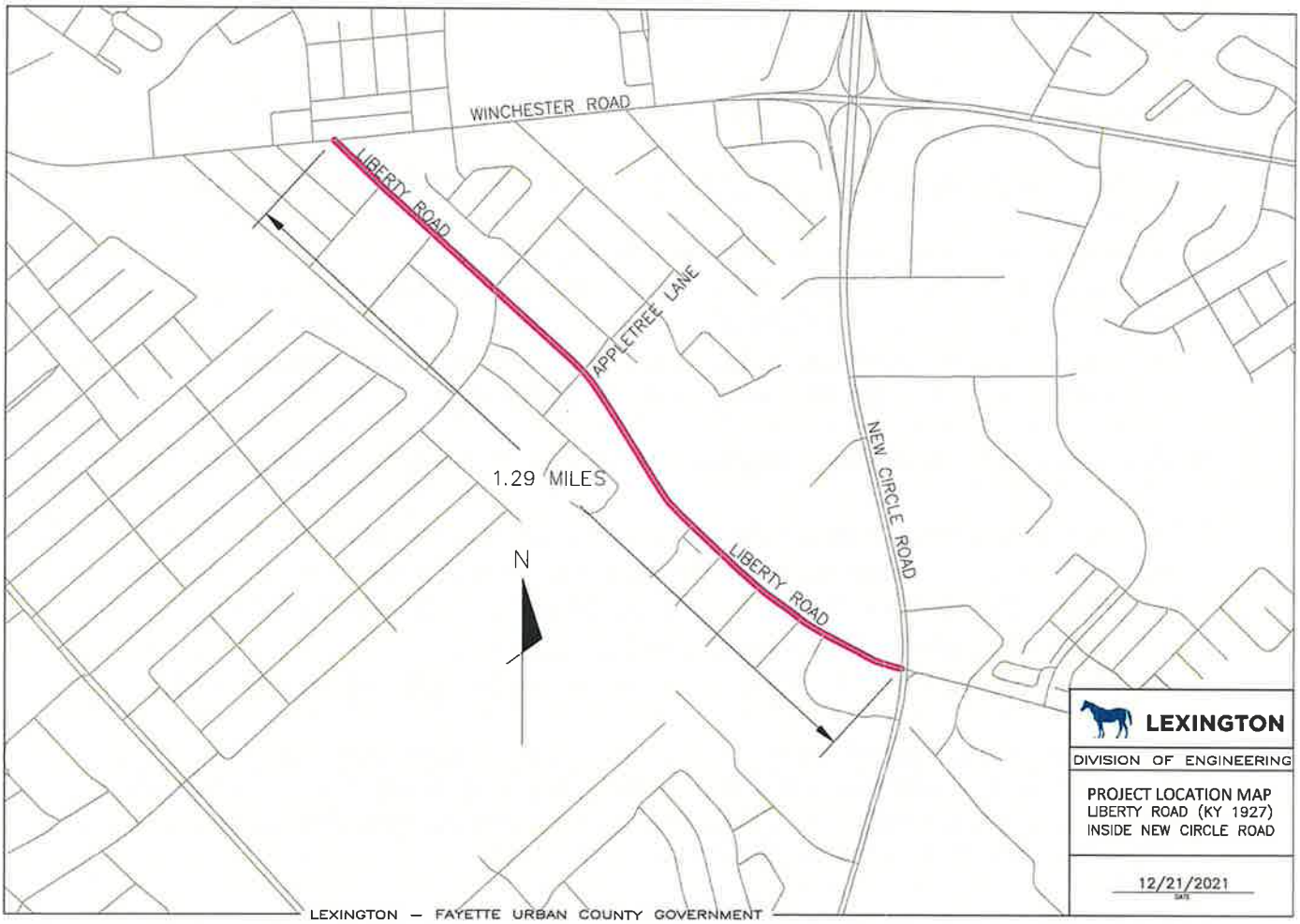

WINCHESTER ROAD
LIBERTY ROAD
APPLETREE LANE
NEW CIRCLE ROAD
1.29 MILES
N
LIBERTY ROAD
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
LIBERTY ROAD (KY 1927)
INSIDE NEW CIRCLE ROAD
12/21/2021
LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

EXHIBIT D

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ansay & Associates, LLC
2901 W Beltline Hwy, Suite 202
Madison WI 53713

CONTACT NAME: Connie Easland
PHONE (A/C, No, Ext): 608-828-0232 FAX (A/C, No): 608-831-4777
E-MAIL ADDRESS: connie.easland@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25658
INSURER B : Travelers Indemnity Co of Connecticut	25682
INSURER C : TRAVELERS IND CO OF AMER	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 273740915 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	Y		P-630-1W455660-TIA-24	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-1W469615-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-1W474601-24-43	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1W473211-24-43-E	1/1/2024	1/1/2025	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
RE: Project 2815.321 Liberty Road Improvements Project

Additional Insured status is extended on a primary and non-contributory basis, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
101 East Vine Street
4th Floor
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Easland

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1096

DATE (MM/DD/YYYY)
01/26/2024

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Strand Associates, Inc.
910 West Wingra Drive
Madison, WI 53715

COVERAGES **CERTIFICATE NUMBER:** W32551885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim	$1,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 01/25/2024 WITH ID: W32548171.

Strand PN#: 2815.321 Liberty Road Improvements Project

CERTIFICATE HOLDER
Lexington-Fayette Urban County Government
101 East Vine Street - 4th Floor
Lexington, KY 40507

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 25352307 BATCH: 3305233

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Liberty Road Improvements Project: New Circle Road to Winchester Road
Scope of Services and Related Matters

The basic services outlined in this Scope of Services document includes the preliminary and final design for reconstructing approximately 1.3 miles of Liberty Road between New Circle Road and Winchester Road.

Scope of Services

CONSULTANT will provide the following Services to OWNER:

Survey

1. Establish survey control including a minimum of four temporary benchmarks, set outside of the anticipated construction limits, for use during construction.

2. Perform deed and plat research available at the Fayette County Clerk's Office for properties along both sides of Liberty Road.

3. Send survey notification letters in advance of the topographic survey.

4. Conduct topographic survey along Liberty Road and side street approaches including the following:

    a. Existing planimetric features including existing sidewalks, edges of roadway, driveway entrances, steps, and lane markings.

    b. Horizontal location of visible utility features and marked utilities and service lines. Subsurface utility locations will be obtained as part of a future agreement amendment, as needed. Utility pole ownership information, position of utility wires labeled by utility provider, and low wire elevations to be included.

    c. Storm and sanitary sewer structure data information including rim elevations, invert elevations, and pipe connection orientation.

    d. Adjacent property features such as fences, retaining walls, flag poles, landscape lighting, mailboxes, commercial signage, and buildings.

    e. Location and identification of trees over five inches in diameter and vegetation edges. Trees with a diameter less than 5 inches that appear to be deliberately planted on a property shall also be located and identified.

    f. Location of boundary monuments found during the survey.

5. Conduct additional topographic survey of the stormwater detention area and sinkhole along the front of 1825 Liberty Road, Gate House Apartments.

6. Conduct additional topographic survey of OWNER's properties at 1760, 1764, and 1768 Liberty Road, where the project is anticipated to construct a stormwater detention base.

7. Develop existing right-of-way and property line base map including existing recorded permanent easements based on field located boundary monuments and deed research.

Preliminary Design

1. Evaluate up to four locations to provide additional uncontrolled pedestrian crossings in accordance with the *Kentucky Transportation Cabinet's Complete Streets Manual.*

2. Review and evaluate the existing parking along Liberty Road to assist in typical section development. Review will include the following:

   a. Conduct four parking observations.

   b. Review availability of driveways and off-street parking for adjoining properties.

   c. Prepare an exhibit showing existing parking observations.

   d. Develop up to two parking alternatives for the two commercial properties with existing back-out parking.

3. Develop a single-lane roundabout intersection concepts for two intersections with Liberty Road, Henry Clay Boulevard, and Appletree Lane. Prepare a conceptual layout exhibit to discuss with OWNER to evaluate if the intersection concepts are to be further advanced. No traffic counts or traffic modeling are anticipated.

4. Develop up to eight urban typical sections along Liberty Road OWNER shall select preferred typical section. Typical sections will consider the following:

   a. Providing pedestrian and bicycle facilities.

   b. Adding a two-way left-turn lane.

   c. Maintaining on-street parking on one side of the street.

   d. Adding a raised median between the roundabouts, if included.

   e. Pedestrian access to roadway crossing at bus stops.

5. Study and develop horizontal alignment and vertical alignment for Liberty Road and side street approaches.

6. Prepare a preliminary roadway CADD surface model of the potential Liberty Road improvements to develop preliminary disturbance limits and evaluate preliminary right of way and temporary easement needs.

7. Prepare preliminary drainage analysis including:

   a. Develop an existing drainage system map and perform existing conditions analysis.

   b. Develop preliminary potential drainage concept that does not increase the flow volume or peak discharges to the existing sinkhole system.

c. Perform preliminary drainage analysis of the existing downstream system to evaluate if the system has capacity for the increased flow and peak discharge of the design storms listed in the LFUCG Stormwater Manual or suggest stormwater controls to mitigate project impacts. The design anticipates installing a detention basin on OWNER's properties at 1760, 1764, and 1768 Liberty Road.

8. Prepare and submit a preliminary design memorandum with exhibits for OWNER review including the following:

   a. Prepare 50-scale roll plot exhibits showing existing right-of-way and property lines, preliminary roadway layout, preliminary right-of-way, and easement lines.

   b. Prepare 50-scale roll plot profile drawings.

   c. Prepare a summary of anticipated utility impacts, property impacts, and permitting.

   d. Prepare preliminary maintenance of traffic conceptual phasing.

   e. Prepare exhibit showing trees anticipated to be impacted by construction. Include an inventory with location, species, caliber, and whether the distance limits impact the tree trunk or drip line.

   f. Prepare a preliminary list of products, materials, or methods that may require special consideration by the Kentucky Transportation Cabinet (KYTC) or Federal Highway Administration.

   g. Prepare a list of apparent encroachments onto public right-of-way.

   h. Prepare an opinion of probable construction costs (OPCC) based on anticipated major bid items.

9. Attend one meeting with OWNER to review the preliminary design memorandum and exhibits.

Utility Coordination

1. Attend up to ten utility coordination meetings.

2. Prepare up to three utility review submittals in portable document format (PDF).

3. Develop and maintain a log of anticipated utility conflicts for review by OWNER and utility providers. The number and locations of subsurface utility locates is anticipated to be selected during design and provided via a future agreement amendment, as needed.

4. Compile utility relocation drawings prepared by others into the drawings for reference.

5. Review OWNER-provided existing sanitary sewer record drawings and sanitary video inspection files to denote preliminary sanitary lateral locations.

6. Document sanitary lateral depths provided by OWNER based on record drawings and above ground measurements at visible laterals. Subsurface lateral locations and depth may be obtained as part of a future agreement amendment.

Ecological Review

1. Perform literature and office review including a search of United States Geological Survey (USGS) topographic maps, geologic maps, National Wetland Inventory maps, aerial photographs, soil surveys, and other available materials. The scope will include the following tasks.

    a. Communicate with state and federal resource agencies regarding the presence/absence of protected species, preferred habitat for protected species, significant ecological resources, and designated natural areas.

    b. Communicate with entities regarding the presence of caves and mine portals within the project corridor including the Center for Cave and Karst Studies, the Kentucky Speleological Society, the Kentucky Geological Survey, local Grotto associations, and the Kentucky Department of Natural Resources.

2. Perform terrestrial sampling study including:

    a. Identification, description, and location of general habitat types stratified by dominant vegetation.

    b. Provide a literature review of potential habitats for federally listed species. The United States Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPAC) system identifies three federally listed bat species, and Short's bladderpod, as being potentially present in the area.

    c. The assessment for bats will include:

        (1) Documentation of potential wooded summer roosting habitat that would be impacted by the project.

        (2) Provide a literature review of the project corridor for caves, rock shelters, and mine portals. Investigations will consist of a search for these features within three miles of the project as required by USFWS for a bat biological assessment.

        (3) A Phase I Indiana Bat Habitat Assessment to identify caves, mine portals, or rock shelters within one-half mile of the project. Identified features will be assessed through completion of a Phase I Habitat Assessment to evaluate if they provide suitable winter habitat for federally listed bats.

    d. A habitat assessment for Short's bladderpod will be conducted. It is assumed that no habitat will be identified and that a more detailed survey will not be required. Findings will be documented on a No Effect Form.

3. Stream impacts will be assessed by conducting the following tasks:

    a. Habitat quality assessment of intermittent streams within the project corridor using the Rapid Bioassessment Protocol developed by the United States Environmental Protection Agency (USEPA).

b. Field identification of potential habitat for federally listed species. USFWS's IPAC system identifies four federally listed mussel species potentially in the area. There are no anticipated streams in the project area that could provide habitat for mussel species. Findings will be documented in a No Effect Form.

4. Investigate the project corridor to identify the location of potential wetlands that could be impacted by the project. Wetlands identified will be delineated to the extent of anticipated disturb limits to project information needed to assess permitting requirements. The assessment will include:

   a. Field delineation of water/wetland boundaries and completion of appropriate data forms in accordance with United States Army Corps of Engineers procedures.

   b. Mapping of wetland locations on available field maps and surveying delineated boundaries with global positioning system equipment.

5. Prepare a technical memorandum to document the location and quality of any streams and wetlands identified in the corridor. The anticipated Section 401/404 permitting requirements and estimated costs to mitigate for these impacts will be provided. No Effect documentation will be provided for threatened and endangered species for which habitat is not present within the impact area of the proposed project. Presence or absence of winter bat habitat and an estimate of quantity and mitigation costs for expected loss of summer bat roosting habitat will be provided. Submit draft copies of the memorandum for OWNER and KYTC review, revise to address comments (as appropriate), and resubmit as a final report.

6. Prepare the Biological Assessment (BA) documenting field assessments completed and addressing potential direct, indirect, and cumulative impacts to endangered or threatened bats including the results of the search for cave, mine portal, or rock shelter habitat within one-half mile of the project limits and the literature review for habitat within three miles. The BA will also include an assessment of the availability of summer habitat and potential foraging corridors. Maps documenting summer habitat acreage impacted by the project will be developed. It is assumed that effects to Indiana and gray bats will be addressed using existing programmatic approaches and that effects to the northern long-eared bat will be addressed using the USFWS 4(d) rule. Provide the report to OWNER for review and comment. The report will be suitable for conducting Section 7 consultation with USFWS Kentucky Field Office. Submit draft copies of the memorandum, revise to address comments (as appropriate), and resubmit as a final report.

Hazardous Materials and Underground Storage Tank (UST) Assessment

1. Conduct investigation along the corridor to review sites with Recognized Environmental Conditions. Areas of potential new right-of-way or locations with anticipated deep excavation will be a focal point of the review.

2. Conduct a preliminary record review to evaluate former land uses and the potential for site contamination by hazardous waste(s) or substance(s). Specific activities to be included in the record review are:

   a. USEPA Federal Database search available for listings such as National Priorities List; Comprehensive Environmental Response, Compensation, and Liability Act; USEPA Civil Enforcement; USEPA Docket Center; Emergency Response Notification System; Facility Index System; Resource Conservation and Recovery Act; and Regional Conservation Investment Strategy. This search will include a one-half mile radius from the corridor.

   b. Review of existing, historical aerial photography of the project corridor.

   c. For properties where excavation is anticipated to exceed three feet, records from state and local/municipal agencies, governmental, environmental, utility and other appropriate organizations will be requested and reviewed.

3. For properties where excavation is anticipated to exceed three feet, perform a site visit to develop a physical description and review relevant environmental characteristics of the subject property and adjacent properties. Recognized environmental conditions on those properties will be documented and the relevant findings will be included in the final report. Specific site visit activities will include:

   a. Identification of potential hazardous substances (e.g., chemical drums/containers, asbestos, stored petroleum products, UST and aboveground storage tanks, and electrical transformers which may contain polychlorinated biphenyls).

4. Conduct an environmental site assessment base study and develop a report in accordance with ASTM E1527-13 and All Appropriate Inquiry Standards. The base study will follow KYTC's Division of Environmental Analysis (DEA) Guidance and Accountability Form and identify Recognized Environmental Conditions, Historical Recognized Environmental Conditions, and Controlled Recognized Environmental Conditions, as well as hazardous substances and petroleum products that may contaminate affected sites. Environmental sampling is not part of this Phase 1 Scope of Service. Provide PDF copies of both the draft and final Hazardous Materials Assessment Report. The report will include:

   a. A general project description, overview, and setting.

   b. Geologic and hydrogeology conditions on site.

   c. Listing of findings obtained from the records review and site reconnaissance.

   d. Site locator maps of areas of concern.

   e. Governmental, utility, and environmental agency requests for information and responses.

   f. USEPA federal database search reports and summary of findings.

   g. Conclusions and Recommendations Table.

5. Attend one project team meeting to discuss the report and findings.

Cultural Historic Analysis and Section 106 Consultation Scope

1. Conduct the cultural resources assessment, prepare the report in accordance with the current Commonwealth of Kentucky's State Historic Preservation Office (SHPO) specifications that identifies properties listed on the National Register of Historic Places (NRHP), provide considerations for additional properties having characteristics making them eligible for the NRHP, and assess effects on these resources that may occur as a result of implementing the project.

2. Develop the Area of Potential Effect (APE) using USGS topographic maps and geographic information system (GIS) aerial data. The recommended APE is anticipated to be the default distance of 150 feet on each side of the proposed centerline under KYTC's programmatic agreement with SHPO. Communicate with SHPO for concurrence with the APE.

3. Conduct research using Kentucky Heritage Council and SHPO files and libraries for completed surveys, NRHP sites, and significant events in project area.

4. Conduct title and archival research on properties identified as potentially eligible for the NRHP.

5. Prepare a brief summary of existing or proposed contexts which appear to apply to context development.

6. Conduct assessments of up to 233 sites within the APE.
   a. Reevaluate current NRHP sites.
   b. Conduct windshield survey of sites within APE.
   c. Evaluate and photograph sites that appear greater than 50 years old.
   d. Prepare survey forms for properties more than 50 years old.
   e. Document boundaries for potentially eligible properties.
   f. Develop effects determinations for each alternative and each eligible property.

7. Communicate historic property survey results, including effect determinations, with KYTC approved Consulting Parties. Individual Consulting Party meetings are not anticipated

8. Prepare the following exhibits:
   a. Location exhibits for each survey form.
   b. Topographic maps for sites potentially eligible for the NRHP using USGS map and GIS aerial mapping.

9. NRHP figures will include project mapping to show the property locations proximity to potential alternatives.

10. Prepare and submit an electronic draft Eligibility and Effects Report for properties within

the established APE including photographs, brief site descriptions, eligibility determinations, effects analysis and survey forms, inventory of sites, and historic context.

11. Attend meeting with OWNER, KYTC, and SHPO to discuss the draft report.

12. Review and respond to OWNER, KYTC, and SHPO comments.

13. Prepare a PDF copy of the final Eligibility and Effects Report. Prepare one hard copy and an electronic copy of the survey forms.

Phase 1 Archaeological Survey

1. Conduct a review of records available at the Office of State Archaeology of the project area and include a two-kilometer buffer.

2. Conduct a field investigation consisting of a survey of the potential surface disturbance area in accordance with standard archaeological methods (e.g., pedestrian and shovel test survey). The field investigation includes up to 104 shovel test probes (STP), up to six deep/auger STPs, and up to one archaeological site will be recorded.

3. Submit digital copy of the draft report for OWNER, KYTC, and the Kentucky Heritage Council SHPO.

4. Incorporate review comments into the report and submit up to three hard copies and one digital copy of the report. Upon approval of the Phase 1 report, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the standards of the federally accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington.

Socioeconomic Analysis

1. Conduct an assessment of existing socioeconomic conditions and evaluate base conditions and impacts.

2. Obtain a Farmland Impact Rating Form through Natural Resources Conservation Services (NRCS) documenting impacts from the project in accordance with NRCS-Conversation Planning Activities-Section 106 guidelines. The analysis will be used to assess impacts that may be experienced by area farmers and to satisfy National Environmental Policy Act standards.

3. Prepare and submit a PDF copy of the draft technical memorandum including the findings of the office research and record review for OWNER, KYTC, and SHPO review.

4. Review and respond to comments, and prepare and submit an electronic final technical memorandum.

Air Quality Analysis

Prepare a brief statement about air quality to be incorporated into the CE document. Project is anticipated to have "no potential" for mobile sources air toxics effects; therefore, no qualitative analysis will be provided.

Categorical Exclusion (CE) Level 1

Document a CE checklist with KYTC DEA in accordance with applicable state and federal laws and policies.

1. Prepare a draft Purpose and Need Statement for OWNER review and comment.

2. Document alternatives considered using the discussion of the alternatives developed for the project design executive summary.

3. Include discussion of air quality, highway noise, land use (existing and identified in approved land use plans), streams and floodplains, groundwater, water quality, wetlands, permits, threatened and endangered species, cultural historic resources and the Section 106 process, archaeological resources, community and social impacts, environmental justice, pedestrian and bicycle facilities, hazardous materials, and construction activities that arise during the development of the project. Direct, indirect, and cumulative impacts, as appropriate, will be considered and documented.

4. Document potential mitigation measures and commitments and provide appendices, including evidence of agency communication and completion of supporting technical reports. Exhibits will be incorporated to illustrate the location of each environmental element of concern as it relates to OWNER's preferred alternative.

5. Attend a public meeting to present the alternative(s) being considered and solicit input of those in attendance.

6. Prepare and submit draft a CE checklist for OWNER and KYTC review.

7. Review and respond to comments and prepare and submit an electronic final CE checklist.

Final Design

1. Provide roadway drawings including:
    a. Cover sheet.
    b. Quantity summary, survey control, and general notes.
    c. Typical sections selected by OWNER. Pavement design is anticipated to be based on geotechnical analysis provided as part of a future agreement amendment, as needed.
    d. Plan and profile drawings (20-scale).
    e. Right-of-way detail drawings.

f. Cross section drawings (five-scale) at 50-foot intervals, driveways, step locations, and retaining walls.

g. Maintenance of traffic construction phasing drawings and notes.

h. Intersection control drawing for Henry Clay Boulevard and Appletree Lane intersections. Drawing will include either roundabout layout and grading sheets or intersection grading and traffic signal drawings, based on OWNER-selected intersection control.

i. Retaining wall layout sheet with plan and elevation for up to eight retaining walls using standard drawings for gravity walls.

j. Striping, signing, and signal drawings.

k. Landscape and hardscape drawings and details.

l. Coordinate control drawings.

m. Intersection grading drawings including up to 34 curb ramp details.

n. Right-of-way summary sheet and strip maps with areas. The number of legal descriptions and public acquisition plats will be determined during final design and provided via a future agreement amendment, as needed.

o. Detail drawings.

p. Storm sewer profile drawings and details for stormwater control facilities.

q. Erosion and sediment control drawings.

r. Lighting drawings and details for pole, conduit, and junction box locations. Provide photometric analysis using AGI-32 for lighting design along the corridor and submitted to OWNER for review.

2. Prepare a right-of-way drawing submittal including developing project range of values, preparing project report, and right-of-way phase budget. Legal descriptions, public acquisition plats, and right-of-way revisions will be provided as part of a future agreement amendment, as needed.

3. Prepare final construction drawing submittal for OWNER review including:

   a. Drawings.

   b. Technical specifications.

   c. Section 1 of the KYTC Local Public Agency Project Development Checklist.

   d. Traffic Management Plan in accordance with KYTC guidelines.

   e. OPCC.

   f. Provide a summary document listing the testing requirements for construction materials in accordance with KYTC procedures. For materials that cannot be

sampled and tested in accordance with KYTC guidelines, prepare an alternative test method or justification as to why testing is not warranted.

4. Attend a final review meeting with OWNER.

5. Incorporate OWNER comments, as appropriate.

6. Prepare and submit permit applications.

7. Submit contract documents to OWNER for bid.

8. Prepare technical support services during construction bidding, including preparation of responses to technical questions, attendance at a prebid meeting, reviewing the bid tabulation, submitting a recommendation for award, and preparing Section II of the KYTC LPA PDC and compiling accompanying paperwork.

Meetings and Public Involvement

1. Prepare for and attend up to 12 project design meetings with OWNER.

2. Prepare for and attend up three open house-style public meetings.

3. Attend up to 20 individual meetings with property owners to review site specific concerns during design.

Schedule and Completion

CONSULTANT will meet the following schedule. Calendar days are counted from the date that a written notice to proceed is received by the CONSULTANT which is anticipated on February 22, 2024. Exact times of meetings will be arranged by CONSULTANT.

Schedule

Service	Schedule
Project kickoff meeting	20 days
Submission of preliminary drawings	270 days
Meeting to review preliminary drawings	280 days
Hold public meeting	300 days
Submission of right-of-way summary sheets, strip maps, and cost opinion	360 days*
Submission of 90 percent design drawings	360 days*
Submission of draft CE document	360 days
Meeting to review right-of-way drawings	380 days*
Submission completed right-of-way drawings	420 days*
Prepare bidding documents and final drawings	800 days**

*Schedule for submission of right-of-way drawings contingent upon completion of geotechnical services and subsurface utility locations to be added by a future agreement amendment, as needed.

**Schedule for bidding documents and final drawings contingent upon right-of-way being acquired and construction funding to be obligated.

Compensation

OWNER shall compensate CONSULTANT for Base Scope of Services a lump sum of $1,244,333.

EXHIBIT B

FEE PROPOSAL

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 19, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	34	34	$ 59.80	$ 2,033.20
Preliminary Line and Grade	1137	1137	$ 58.26	$ 66,241.62
Utility Coordination	322	322	$ 58.96	$ 18,985.12
Right of Way Plans	208	208	$ 57.14	$ 11,885.12
Final Plans	2180	2065	$ 56.04	$ 115,722.60
Meetings	138	138	$ 61.20	$ 8,445.60
Public Involvement	109	91	$ 61.20	$ 5,569.20
Environmental	70	70	$ 66.83	$ 4,678.10
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	4198	4065	$ 57.46	**$ 233,560.56**

OVERHEAD (150.66 %)	$	351,882.34
PROFIT (15.00 %)	$	87,816.43
COST OF MONEY (1.45 %)	$	3,386.63

DIRECT COSTS	AMOUNT
Computer Time - $14.00 per hour, 2850 hours	$ 39,900.00
Printing: 1,000 Each x $0.15, Plan Sheets (200 sheets x 12 sets x 6 SFT x $0.35)	$ 5,190.00
TOTAL DIRECT COSTS	**$ 45,090.00**

SUBCONSULTANTS	AMOUNT
Palmer Engineering (Design and Environmental)	$ 470,759.00
Element Design	$ 25,260.00
Metric Environmental	$ 26,578.00
TOTAL SUBCONSULTANTS	**$ 522,597.00**

TOTAL FEE	**$ 1,244,333**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Strand Associates, Inc.	**SIGNED BY:** Chase K. Wright, P.E.	
Chase K Wright	Project Manager	10/19/2023
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Strand Associates, Inc.
PROJECT Liberty Road
ITEM NO. 07-329

Escalation Rate: 5.00% Based on Approved Audited Rates 7/14/2023
Estimated Midpoint: 7/15/2024 Based on Notice to Proceed 12/14/2023
Period(s): 1.01 Based on Estimated Completion Dat 2/14/2025
Factor: 5.05%

POSITION	AVG. RATE	ESCALATED RATE	Survey ITEM I		Preliminary Line and Grade ITEM II		Utility Coordination ITEM III		Right of Way Plans ITEM IV		Final Plans ITEM V		Meetings and Public Involvement ITEM VI		Environmental ITEM VII	
Senior Project Manager	$94.05	$98.80	$9.88	10.0%	$7.90	8.0%	$7.90	8.0%	$7.90	8.0%	$7.90	8.0%	$9.88	10.0%	$14.82	15.0%
Project Engineer	$62.71	$65.86	$23.06	35.0%	$23.06	35.0%	$26.35	40.0%	$19.76	30.0%	$16.47	25.0%	$30.96	47.0%	$39.53	60.0%
Engineer	$49.30	$51.79	$18.13	35.0%	$15.54	30.0%	$12.95	25.0%	$15.54	30.0%	$15.54	30.0%	$10.36	20.0%	$10.36	20.0%
Engineer in Training	$41.55	$43.65	$8.73	20.0%	$10.91	25.0%	$10.91	25.0%	$13.09	30.0%	$15.28	35.0%	$8.73	20.0%	$0.00	0.0%
Office Production	$40.33	$42.37	$0.00	0.0%	$0.85	2.0%	$0.85	2.0%	$0.85	2.0%	$0.85	2.0%	$1.27	3.0%	$2.12	5.0%
				100%		100%		100%		100%		100%		100%		100%
TOTAL			$59.80		$58.26		$58.96		$57.14		$56.04		$61.20		$66.83	

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	1.53	0	0
2	Utilities - (data gathering, identification & contact)	1	No.	8	1	8
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.53	2	3
	CONTROL					
4	Horizontal	2	Mile	1.53	0	0
5	Vertical	2	Mile	1.53	0	0
6	Process data	1	Mile	1.53	0	0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	1.53	2	6
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	1.53	2	6
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	1.53	0	0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	55	0	0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre	6	0	0
21	Process data	1	Mile	1.53	2	3
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	138	0	0
23	Field tie property lines/corners	1	Parcel	138	0	0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.	2	0	0
29	Review and assess condition of existing trees	1	LS	1	8	8
30						
	SURVEY TOTAL					**34**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	12	12
42	Prepare existing manuscripts	Mile	1.53	20	31
43	Establish approximate property lines and ownership	Parcel	138	0.1	14
44	Study and develop typical sections	No.	8	4	32
45	Study and develop horizontal alignments	Mile	1.53	40	61
46	Study and develop vertical alignments	Mile	1.53	24	37
47	Preliminary Roadway Model - Mainline Backbone	Mile	1.3	80	104
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	80	18
49	Preliminary Roadway Model - Mainline Grading	Mile	1.3	60	78
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	60	14
51	Preliminary Roadway Model - Intersection Grading	No.	8	16	128
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.	2	20	40
53	Preliminary Roadway Model - Entrances	No.	130	0.5	65
54	Pre-size pipes (all alternates)	No.	40	1	40
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	80	80
61	Plot/print copies of plans for team meeting and inspections	LS	1	20	20
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	40	80
63	Revise plans and estimates	LS	1	48	48
64	Preliminary Right of Way with taking areas	Parcel	69	1	69
65	Prepare Preliminary Design Memorandum	LS	1	32	32
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	8	8
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.	4	6	24
68A	Review and evaluate existing parking (Up to 4 observation events)	No.	4	4	16
68B	Prepare exhibit showing existing parking demand	No.	1	12	12
68C	Develop parking alternatives	No.	2	8	16
69	Study and development of roundabout intersection	No.	2	0	0
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS	1	48	48
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	2	2
72B	Develop preliminary hardscape improvements	No.	3	1	3
72C	Prepare rendered plan and perspectives showing plantings	No.	3	1	3
72D	Prepare exhibit showing preliminary tree impacts	No.	1	2	2
	PRELIMINARY LINE AND GRADE TOTAL				**1137**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	10	4	80
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile	1.53	80	122
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	4	12
80	Develop and maintain log of utility conflicts		LS	1	60	60
81	Prepare utility relocation budget based on utility provided estimates		LS	1	24	24
82	Review existing sanitary sewer record drawings and CCTV		LS	1	24	24
	UTILITY COORDINATION TOTAL					**322**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	138	0.00	0
82	Establish property and ownership	Parcel	138	0.0	0
83	Calculate Right of Way	Parcel	69	1.0	69
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	69	0.5	35
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	5	8	40
87	Prepare Right of Way Plans Submittal	LS	1	24	24
88	Right of Way revisions after Right of Way submittal	LS	1	0	0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS	1	40	40
90					
	RIGHT OF WAY PLANS TOTAL				**208**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	4	4
97	Develop pavement design	No.	1	8	8
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	1.53	24	37
101	Revise roadway plans from soils report	Mile	1.53	12	18
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	1.3	50	65
103	Final Roadway Model - Approach Backbone	Mile	0.23	60	14
104	Final Roadway Model - Mainline Grading	Mile	2.6	40	104
105	Final Roadway Model - Approach Grading	Mile	0.46	50	23
106	Final Roadway Model - Intersection Grading	No.	6	20	120
107	Final Roadway Model - Roundabouts - Single Lane	No.	2	0	0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.	74	0.5	37
110	Final Roadway Model - Entrances - Medium	No.	130	1	130
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre	12.61	1	13
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile	1.53	24	37
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.	5	28	140
123	Roadway ditches and channels	Mile	0.75	12	9
124	Inlet spacing calculations	No.	45	1	34
125	Storm sewers calculations	No.	60	1	45
126	Develop storm sewer profile	No.	60	2	90
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	24	24
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
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DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	8	8
136	Prepare typical sections	No.	4	8	32
137	Generate plan sheets *(scale 1" = 20')*	Sheet	15	8	120
138	Generate additional RW plan sheets	Sheet	15	4	60
139	Generate profile sheets *(scale 1" = 20')*	Sheet	15	2	30
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.	340	0.5	170
141	Prepare coordinate control sheet	Mile	1.53	6	9
142	Prepare elevation developments	No.	10	8	80
143	Prepare striping and signage plan	No.	15	0	0
144	Develop Erosion Control Plan	Mile	1.53	30	46
145	Calculate final quantities	Mile	1.53	24	37
146	Complete general summary	LS	1	16	16
147	Complete paving summary	LS	1	6	6
148	Complete drainage summary	LS	1	8	8
149	Complete pavement under-drain summary	LS	1	4	4
150	Prepare cost estimate	LS	1	16	16
151	Prepare KMZ's	LS	1	6	6
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	30	30
153	Prepare construction phasing plans	Mile	1.53	80	122
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	16	16
160	Plan revisions	Mile	1.53	50	77
161	Prepare final construction plans submittal	LS	1	36	36
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	12	12
163B	Prepare materials testing matrix	LS	1	10	10
163C	Prepare and submit permit applications	LS	1	20	20
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	20	20
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet	8	0	0
164B	Prepare typical wall sections and other wall details	Sheet	1	0	0
165	Prepare traffic signal design and details	LS	1	0	0
166A	Prepare photometric analysis for utility provided lighting	LS	1	50	50
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet	15	4	60
166C	Prepare lighting details	LS	1	8	8
167	Prepare landscape drawings, specifications, and details	LS	1	4	4
168					0
	FINAL PLANS TOTAL				**2065**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	3	No.	1	5	15
170	Geometric review meeting	3	No.			0
171	Drainage inspection	3	No.			0
172	Final inspection	3	No.	1	5	15
173	Misc. project coordination meetings	3	No.	8	3	72
174	Project team meetings	3	No.	4	3	36
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**138**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	5	15
184A	Attend Public Meetings/Hearings	3	No.	3	4	36
184B	Individual Meetings with Property Owners	1	No.	20	2	40
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**91**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Strand Associates, Inc.
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	Steve Vogel, P.E.
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	34
LINE AND GRADE TOTAL	1137
UTILITY COORDINATION TOTAL	322
RIGHT OF WAY PLANS TOTAL	208
FINAL PLANS TOTAL	2065
MEETINGS TOTAL	138
PUBLIC INVOLVEMENT TOTAL	91
QA/QC TOTAL	0
GRAND TOTAL	3995

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/23

Categorical Exclusion

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	Draft CE					
1	Compile Checklist Info	1	Hour	1	4	4
2	Public Officials Coordination (Level III)		Hour			0
3	Draft CE	1	Hour	1	4	4
4	Exhibit Preparation	1	Each	6	0	0
5	Peer Review	1	Hour	1	0	0
	Total					8
	Final CE					
6	Project Team Meetings	1	Hour	2	0	0
7	CE Review Meetings	1	Each	1	0	0
8	Public Information Meetings (Level III)	1	Hour	1	0	0
	Total					0
	Final CE Review					
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	Hour	1	0	0
11	FHWA Review		Hour			0
12	Final CE	1	Hour	1	0	0
	Total					4
	Meetings and Project Management					
50X	Baseline Review Meetings	1	Each	4	0	0
50X	Internal Status Review Meetings	1	Each	2	0	0
50X	Project Management	1	Hour	1	0	0
	Total					0

CE Grand Total	12

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Cultural Historic

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	0	0
2	Field Research/Drive time	2	lump sum	1	0	0
3	Context Development	1	lump sum	1	4	4
	Total					4
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	1	0	0
5	Plans or Construction maps	1	exhibits	30	0	0
6	CADD Operator	1	exhibits			0
	Total					0
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	0	0
8	Administrative Review	1	lump sum	1	0	0
	Total					0
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	5	5
11	Report Writing Final	1	lump sum	1	5	5
12	Survey Forms	1	forms	233	0	0
13	Development/Approval of Area of Potential Effect	1	No.	1	4	4
14						
	Total					14
MEETINGS AND COORDINATION						
15	Meeting with Project Team	1	meetings	1	0	0
16	Section 106 Meeting		meetings			0
17	Response to SHPO/DEA/FHWA	1	meetings	1	0	0
	Total					0
SURVEY MISCELLANEOUS						
18	Attend Public Meetings	1	meetings	1	0	0
50X	Project Management	1	lump sum	1	0	0
	Total					0

CULTURAL HISTORIC SURVEY GRAND TOTAL	18

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	lump sum	1	0	0
2	Division of Waste Management	1	lump sum	1	0	0
3	Deed Search/Database	1	lump sum	1	0	0
	Total					0
FIELD WORK						
4	Inspection	1	lump sum	1	0	0
5	Interviews- Property owners, neighboring residents and bu	1	lump sum	1	0	0
6	Documentation	1	lump sum	1	4	4
	Total					4
ANALYSIS						
7	Data Compilation	1	lump sum	1	0	0
8	Data Assessment	1	lump sum	1	0	0
	Total					0
REPORTS						
9	Writing/Recommendation (Draft & Final)	1	lump sum	1	0	0
10	Exhibits/Graphics	1	exhibits	2	0	0
	Total					0
MEETINGS						
11	Meetings	1	lump sum	1	0	0
50x	Project Management	1	lump sum	1	0	0
	Total					0

PHASE I ENVIRONMENTAL SITE ASSESSMENT TOTAL	4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Biological Assessment

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	OFFICE RESEARCH					
1	Identification of Listed Species	1	No.	1	0	0
2	Species Status	1	No.	1	0	0
3	Prepare Field Maps	1	No.	1	0	0
	Total					0
	FIELD INVESTIGATION					
4	Mobilization, Field Preparation	1	LS	1	0	0
5	Evaluate Ecological Habitat	1	No.	1	0	0
6	Field Survey	1	No.	1	0	0
7	Prepare Field Data Sheets	1	No.	4	0	0
	Total					0
	REPORT PREPARATION					
8	Draft report	1	No.	1	4	4
9	Prepare Exhibits	1	No.	4	0	0
10	Typing and Clerical	1	LS	1	0	0
11	Administrative review	1	No.	1	0	0
12	Guidance and Accountability Form		No.			0
13	Response to LFUCG comments	1	LS	1	0	0
14	Final report	1	No.	1	0	0
						4
	PROJECT COORDINATION					
15	Project Administration	1	LS	1	0	0
16	Meetings	1	No.			0
50x	Project Management	1	lump sum			0
	Total					0

	Grand Total					4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Strand Associates
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	C. Wright
ITEM NO.	7-329	DATE	9/26/2023

Phase 1 Archaeological Intensive Survey

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Background research at OSA	1	Hr.	1	8	8
2	Archival research	1	Hr.	1	4	4
3	Context Development	1	Hr.	1	8	8
	Total					20
FIELDWORK AND ANALYSIS						
4	Shovel Probing (Standard)	2	No.	52	0	0
5	Shovel Probing plus augering	2	No.	3	0	0
6	Site Recordation	2	Hr.	1	0	0
	Total					0
ANALYSIS						
7	Artififact cleaning	1	Hr.	1	0	0
8	Artififact analysis	1	Hr.	1	0	0
	Total					0
LABORATORY WORK						
9	Artifact Processing	1	Hr.	1	0	0
10	Curation	1	Hr.	1	0	0
	Total					0
REPORT PREPARATION						
11	Writing	1	Hr.	1	6	6
12	Exhibits (Figures per SOW)	1	Hr.	1	6	6
13	Administrative Review/PM	1	Hr.	1	0	0
	Total					12
MISCELLANEOUS						
14	Travel Time	2	Hr.	1	0	0
	Total					0

PHASE 1 ARCHAEOLOGICAL INTENSIVE SURVEY GRAND TOTAL	32

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022

SECTION 1: PROJECT INFORMATION

DATE:	Oct 10, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	664	757	$ 50.81	$ 38,463.17
Preliminary Line and Grade	123	123	$ 55.03	$ 6,768.69
Right of Way Plans	104	104	$ 55.03	$ 5,723.12
Final Plans	399	371	$ 55.03	$ 20,416.13
Meetings	27	27	$ 73.67	$ 1,989.09
Public Involvement	57	39	$ 73.67	$ 2,873.13
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	1374	1421	$ 53.65	**$ 76,233.33**

OVERHEAD (178.01 % **)**	$	135,702.95
PROFIT (15.00 % **)**	$	31,790.44
COST OF MONEY (0.21 % **)**	$	160.09

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 243,887**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
CONSULTANT SIGNATURE	Vice President TITLE	10/13/2023 DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	1.53	4	6
2	Utilities - (data gathering, identification & contact)	1	No.	8	3	24
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.53	4	6
	CONTROL					
4	Horizontal	2	Mile	1.53	12	37
5	Vertical	2	Mile	1.53	12	37
6	Process data	1	Mile	1.53	4	6
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	1.53	30	92
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	1.53	18	55
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	1.53	52	80
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	55	1	110
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre	6	6	72
21	Process data	1	Mile	1.53	6	9
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	138	0.5	69
23	Field tie property lines/corners	1	Parcel	138	1.0	138
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.	2	4	16
29	Review and assess condition of existing trees	1	LS	1	0	0
30						
	SURVEY TOTAL					**757**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	0	0
42	Prepare existing manuscripts	Mile	1.53	0	0
43	Establish approximate property lines and ownership	Parcel	138	0.4	55
44	Study and develop typical sections	No.	8	0	0
45	Study and develop horizontal alignments	Mile	1.53	0	0
46	Study and develop vertical alignments	Mile	1.53	0	0
47	Preliminary Roadway Model - Mainline Backbone	Mile	1.3	0	0
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	0	0
49	Preliminary Roadway Model - Mainline Grading	Mile	1.3	0	0
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	0	0
51	Preliminary Roadway Model - Intersection Grading	No.	8	0	0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.	2	0	0
53	Preliminary Roadway Model - Entrances	No.	130	0.0	0
54	Pre-size pipes (all alternates)	No.	40	0	0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	0	0
61	Plot/print copies of plans for team meeting and inspections	LS	1	0	0
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	0	0
63	Revise plans and estimates	LS	1	0	0
64	Preliminary Right of Way with taking areas	Parcel	69	0	0
65	Prepare Preliminary Design Memorandum	LS	1	8	8
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	0	0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.	4	0	0
68A	Review and evaluate existing parking (Up to 4 observation events)	No.	4	0	0
68B	Prepare exhibit showing existing parking demand	No.	1	0	0
68C	Develop parking alternatives	No.	2	0	0
69	Study and development of roundabout intersection	No.	2	24	48
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS	1	12	12
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	0	0
72B	Develop preliminary hardscape improvements	No.	3	0	0
72C	Prepare rendered plan and perspectives showing plantings	No.	3	0	0
72D	Prepare exhibit showing preliminary tree impacts	No.	1	0	0
	PRELIMINARY LINE AND GRADE TOTAL				**123**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	10	0	0
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile	1.53	0	0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	0	0
80	Develop and maintain log of utility conflicts		LS	1	0	0
81	Prepare utility relocation budget based on utility provided estimates		LS	1	0	0
82	Review existing sanitary sewer record drawings and CCTV		LS	1	0	0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	138	0.25	35
82	Establish property and ownership	Parcel	138	0.5	69
83	Calculate Right of Way	Parcel	69	0.0	0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	69	0.0	0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	5	0	0
87	Prepare Right of Way Plans Submittal	LS	1	0	0
88	Right of Way revisions after Right of Way submittal	LS	1	0	0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS	1	0	0
90					
	RIGHT OF WAY PLANS TOTAL				**104**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	0	0
97	Develop pavement design	No.	1	0	0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	1.53	0	0
101	Revise roadway plans from soils report	Mile	1.53	0	0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	1.3	0	0
103	Final Roadway Model - Approach Backbone	Mile	0.23	0	0
104	Final Roadway Model - Mainline Grading	Mile	2.6	0	0
105	Final Roadway Model - Approach Grading	Mile	0.46	0	0
106	Final Roadway Model - Intersection Grading	No.	6	0	0
107	Final Roadway Model - Roundabouts - Single Lane	No.	2	60	120
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.	74	0.0	0
110	Final Roadway Model - Entrances - Medium	No.	130	0	0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre	12.61	0	0
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile	1.53	0	0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.	5	0	0
123	Roadway ditches and channels	Mile	0.75	0	0
124	Inlet spacing calculations	No.	45	0	0
125	Storm sewers calculations	No.	60	0	0
126	Develop storm sewer profile	No.	60	0	0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	0	0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	0	0
136	Prepare typical sections	No.	4	0	0
137	Generate plan sheets *(scale 1" = 20')*	Sheet	15	0	0
138	Generate additional RW plan sheets	Sheet	15	0	0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	15	0	0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.	340	0.0	0
141	Prepare coordinate control sheet	Mile	1.53	0	0
142	Prepare elevation developments	No.	10	4	40
143	Prepare striping and signage plan	No.	15	4	60
144	Develop Erosion Control Plan	Mile	1.53	0	0
145	Calculate final quantities	Mile	1.53	0	0
146	Complete general summary	LS	1	0	0
147	Complete paving summary	LS	1	0	0
148	Complete drainage summary	LS	1	0	0
149	Complete pavement under-drain summary	LS	1	0	0
150	Prepare cost estimate	LS	1	0	0
151	Prepare KMZ's	LS	1	0	0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	0	0
153	Prepare construction phasing plans	Mile	1.53	0	0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	0	0
160	Plan revisions	Mile	1.53	10	15
161	Prepare final construction plans submittal	LS	1	4	4
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	4	4
163B	Prepare materials testing matrix	LS	1	0	0
163C	Prepare and submit permit applications	LS	1	0	0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	0	0
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet	8	6	48
164B	Prepare typical wall sections and other wall details	Sheet	1	0	0
165	Prepare traffic signal design and details	LS	1	80	80
166A	Prepare photometric analysis for utility provided lighting	LS	1	0	0
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet	15	0	0
166C	Prepare lighting details	LS	1	0	0
167	Prepare landscape drawings, specifications, and details	LS	1	0	0
168					0
	FINAL PLANS TOTAL				**371**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	2	No.	1	5	10
170	Geometric review meeting	1	No.			0
171	Drainage inspection	1	No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings	1	No.	8	0	0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**27**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	5	15
184A	Attend Public Meetings/Hearings	2	No.	3	4	24
184B	Individual Meetings with Property Owners	1	No.	20	0	0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**39**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Palmer
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E.,P.T.O.E.
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	757
LINE AND GRADE TOTAL	123
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	104
FINAL PLANS TOTAL	371
MEETINGS TOTAL	27
PUBLIC INVOLVEMENT TOTAL	39
QA/QC TOTAL	0
GRAND TOTAL	1421

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 10, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Document Preparation	186	186	$ 69.74	$ 12,971.64
Socioeconomic	78	78	$ 53.43	$ 4,167.54
Ecology	106	106	$ 54.60	$ 5,787.60
Air Quality	4	4	$ 76.37	$ 305.48
Cultural Historic	667	667	$ 54.99	$ 36,678.33
UST/Hasmat	98	98	$ 54.60	$ 5,350.80
Biological Assessment	78	78	$ 54.60	$ 4,258.80
Phase 1 Archaeological	20	20	$ 69.74	$ 1,394.80
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	1237	1237	$ 57.33	**$ 70,914.99**

OVERHEAD (178.01 %)	$	126,235.77
PROFIT (15.00 %)	$	29,572.61
COST OF MONEY (0.21 %)	$	148.92

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 226,872**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
CONSULTANT SIGNATURE	Vice President TITLE	10/13/2023 DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/23

Categorical Exclusion

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	Draft CE					
1	Compile Checklist Info	1	Hour	1	40	40
2	Public Officials Coordination (Level III)		Hour			0
3	Draft CE	1	Hour	1	36	36
4	Exhibit Preparation	1	Each	6	2	12
5	Peer Review	1	Hour	1	8	8
	Total					96
	Final CE					
6	Project Team Meetings	1	Hour	2	2	4
7	CE Review Meetings	1	Each	1	2	2
8	Public Information Meetings (Level III)	1	Hour	1	8	8
	Total					14
	Final CE Review					
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	Hour	1	4	4
11	FHWA Review		Hour			0
12	Final CE	1	Hour	1	8	8
	Total					16
	Meetings and Project Management					
50X	Baseline Review Meetings	1	Each	4	4	16
50X	Internal Status Review Meetings	1	Each	2	2	4
50X	Project Management	1	Hour	1	40	40
	Total					60

CE Grand Total	186

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Socioeconomic

No.	ITEM	CREW	UNIT	AMOUNT	HRS/ITEM	TOTAL HOURS
	FIELD RESEARCH					
1	Windshield Surveys	1	lump sum	1	8	8
2	Meetings w/ Public & Public Officials	1	lump sum	1	4	4
	Total					12
	OFFICE RESEARCH					
3	Data Collection	1	lump sum	1	16	16
	Total					16
	REPORT PREPARATION					
4	Typing and Clerical	1	lump sum	1	28	28
5	Guidance and Accountability Form		lump sum			0
6	Administrative Review	1	lump sum	1	4	4
7	Response to DEA Comments	1	exhibits	1	1	1
8	Editing	1	lump sum	1	1	1
9	Final Report	1	lump sum	1	4	4
	Total					38
	MEETINGS AND COORDINATION					
10	DEA/LFUCG	1	meetings	1	4	4
11	Public Meetings	1	meetings	1	0	0
12	Project Team Meetings	1	meetings	1	0	0
50X	Project Management	1	lump sum	1	8	8
	Total					12

GRAND TOTAL	78

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Terrestrial and Aquatic Biology

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
Literature Review/Orientation						
1	Biological	1	LS	1	6	6
2	Physical	1	LS	1	4	4
	Total					10
Field						
	Terrestrial					
3	Botanical Sampling	1	LS	1	4	4
4	Zoological Sampling	1	LS	1	4	4
	Total					8
	Aquatic					
5	Zoological Sampling	1	LS	1	4	4
6	Water Chemistry	1	LS	1	4	4
	Total					8
	Wetlands					
7	Determination	1	LS	1	4	4
8	Delineation	1	LS	1	2	2
	Total					6
Coordination/Meetings						
9	State Agencies	1	LS	1	6	6
10	Federal Agencies	1	LS	1	2	2
	Total					8
Lab						
11	Specimen/Collection Identification		LS			0
12	Chemical Analysis		LS			0
	Total					0
Report Preparation						
13	Writing	1	LS	1	32	32
14	Exhibits	1	Each	14	2	28
50X	Project Management	1	Lump Sum	1	6	6
	Total					66

Grand Total	**106**

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Air Quality

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	FIELD RESEARCH					
1	Confirm roadway geometrics, vehicular speeds and timing of traffic signals	1	LS			0
2	Confirm timing of traffic signals.	1	LS			0
	Total					0
	OFFICE RESEARCH and MODELING					
3	Computer setup	1	LS			0
4	Calculate Carbon Monoxide emmission factors using Mobile 6.2	1	Site			0
5	Set up links and determine receptor coordinates	1	LS			0
6	Calculate CO concentrations using CAL3QHC version 2 or successor	1	LS			0
7	Draft Report	1	LS			0
8	Prepare Exhibits	1	exhibits			0
	Total					0
	PREPARATION OF FINAL REPORT					
9	Typing and Clerical	1	LS			0
10	Administrative Review	1	LS	1	4	4
11	Guidance and Accountability Form	1	LS			0
12	Final Draft of Report	1	LS			0
13	Response to DEA Comments	1	LS			0
	Total					4

GRAND TOTAL	4

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Cultural Historic

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	16	16
2	Field Research/Drive time	2	lump sum	1	40	80
3	Context Development	1	lump sum	1	24	24
	Total					120
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	1	2	2
5	Plans or Construction maps	1	exhibits	30	2	60
6	CADD Operator	1	exhibits			0
	Total					62
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	4	4
8	Administrative Review	1	lump sum	1	4	4
	Total					8
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	175	175
11	Report Writing Final	1	lump sum	1	25	25
12	Survey Forms	1	forms	233	1	233
13	Development/Approval of Area of Potential Effect	1	No.	1	4	4
14						
	Total					437
MEETINGS AND COORDINATION						
15	Meeting with Project Team	1	meetings	1	8	8
16	Section 106 Meeting		meetings			0
17	Response to SHPO/DEA/FHWA	1	meetings	1	8	8
	Total					16
SURVEY MISCELLANEOUS						
18	Attend Public Meetings	1	meetings	1	4	4
50X	Project Management	1	lump sum	1	20	20
	Total					24

CULTURAL HISTORIC SURVEY GRAND TOTAL	667

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	lump sum	1	4	4
2	Division of Waste Management	1	lump sum	1	4	4
3	Deed Search/Database	1	lump sum	1	2	2
	Total					10
FIELD WORK						
4	Inspection	1	lump sum	1	8	8
5	Interviews- Property owners, neighboring residents and bu	1	lump sum	1	4	4
6	Documentation	1	lump sum	1	4	4
	Total					16
ANALYSIS						
7	Data Compilation	1	lump sum	1	8	8
8	Data Assessment	1	lump sum	1	8	8
	Total					16
REPORTS						
9	Writing/Recommendation (Draft & Final)	1	lump sum	1	32	32
10	Exhibits/Graphics	1	exhibits	2	4	8
	Total					40
MEETINGS						
11	Meetings	1	lump sum	1	8	8
50x	Project Management	1	lump sum	1	8	8
	Total					16

PHASE I ENVIRONMENTAL SITE ASSESSMENT TOTAL	98

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC.	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Biological Assessment

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	OFFICE RESEARCH					
1	Identification of Listed Species	1	No.	1	1	1
2	Species Status	1	No.	1	1	1
3	Prepare Field Maps	1	No.	1	2	2
	Total					4
	FIELD INVESTIGATION					
4	Mobilization, Field Preparation	1	LS	1	2	2
5	Evaluate Ecological Habitat	1	No.	1	4	4
6	Field Survey	1	No.	1	4	4
7	Prepare Field Data Sheets	1	No.	4	1	4
	Total					14
	REPORT PREPARATION					
8	Draft report	1	No.	1	32	32
9	Prepare Exhibits	1	No.	4	2	8
10	Typing and Clerical	1	LS	1	5	5
11	Administrative review	1	No.	1	5	5
12	Guidance and Accountability Form		No.			0
13	Response to LFUCG comments	1	LS	1	2	2
14	Final report	1	No.	1	4	4
						56
	PROJECT COORDINATION					
15	Project Administration	1	LS	1	4	4
16	Meetings	1	No.			0
50x	Project Management	1	lump sum			0
	Total					4

	Grand Total					78

PRODUCTION-HOUR WORKSHEET SUMMARY

COUNTY	Fayette	PROJECT TYPE	Widening
ROUTE	Liberty Road	CONSULTANT	Palmer Engineering
DESC:	Improve Liberty Road from US 60 (Winchester Road) to New Circle Road		
		PREPARED BY	D. Waldner
ITEM NO.	7-329	DATE	9/26/2023

Phase 1 Archaeological Intensive Survey

No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Background research at OSA	1	Hr.	1	4	4
2	Archival research	1	Hr.	1	2	2
3	Context Development	1	Hr.	1	4	4
	Total					10
FIELDWORK AND ANALYSIS						
4	Shovel Probing (Standard)	2	No.	52	0	0
5	Shovel Probing plus augering	2	No.	3	0	0
6	Site Recordation	2	Hr.	1	2	4
	Total					4
ANALYSIS						
7	Artififact cleaning	1	Hr.	1	0	0
8	Artififact analysis	1	Hr.	1	2	2
	Total					2
LABORATORY WORK						
9	Artifact Processing	1	Hr.	1	0	0
10	Curation	1	Hr.	1	0	0
	Total					0
REPORT PREPARATION						
11	Writing	1	Hr.	1	2	2
12	Exhibits (Figures per SOW)	1	Hr.	1	2	2
13	Administrative Review/PM	1	Hr.	1	0	0
	Total					4
MISCELLANEOUS						
14	Travel Time	2	Hr.	1	0	0
	Total					0

PHASE 1 ARCHAEOLOGICAL INTENSIVE SURVEY GRAND TOTAL	20

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022

SECTION 1: PROJECT INFORMATION

DATE:	Oct 11, 2013	**COUNTY:**	Fayette	**ITEM #:**	7-329
PROJECT:	Liberty Road Project				
DESC:	Improve Typical Section of Liberty Road from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	32	32	$ 43.71	$ 1,398.72
Preliminary Line and Grade	122	122	$ 40.50	$ 4,941.00
Final Plans	30	30	$ 40.50	$ 1,215.00
Meetings	17	17	$ 45.24	$ 769.08
Public Involvement	18	18	$ 45.24	$ 814.32
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	219	219	$ 41.73	$ 9,138.12

OVERHEAD (	140.00 %)	$ 12,793.37
PROFIT (	15.00 %)	$ 3,289.72
COST OF MONEY (	0.00 %)	$ -

DIRECT COSTS	AMOUNT
Mileage: Project Site Visits and Meetings - 10 x 8 miles - $0.48 per mile	$ 38.40
TOTAL DIRECT COSTS	$ 38.40

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	$ -

TOTAL FEE	$ 25,260

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Element Design	SIGNED BY: Ramona Fry, PLA, ASLA, LEED AP	
	Principal	10/11/2013
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

element design

October 10, 2023

Chase Wright, P.E.
Strand Associates, Inc®
651 Perimeter Drive, Suite 220
Lexington, KY 40517

Re: Lexington-Fayette Urban County Government
Liberty Road from New Circle Road to Winchester Road
KYTC Item No. 7-329

Dear Chase,

Please see below information regarding our rates used for the fee proposal.

Classification	Hourly Average Raw Labor Rate
Principal	$51.90 average per hour
Landscape Architect	$41.66 average per hour
Designer	$28.85 average per hour

These pay rates are based on 2,080 hours per year.

Our overhead rate is 140% which includes all expenses, except mileage.

We certify that the amounts included with this letter are true, accurate, complete, and in compliance with all applicable laws,

Sincerely,

Ramona Fry PLA, ASLA, LEED AP BD+C
Principal, Element Design

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Element Design
PROJECT Liberty Road
ITEM NO. 07-329

		Survey	Preliminary Line and Grade	Final Plans	Meetings and Public Involvement			
POSITION	AVG. RATE	ITEM I	ITEM II	ITEM III	ITEM IV			
Principal	$51.90	$10.38 20.0%	$10.38 20.0%	$10.38 20.0%	$31.14 60.0%			
Landscape Architect	$41.66	$33.33 80.0%	$22.91 55.0%	$22.91 55.0%	$8.33 20.0%			
Designer	$28.85	$0.00 0.0%	$7.21 25.0%	$7.21 25.0%	$5.77 20.0%			
		100%	100%	100%	100%	0%	0%	0%
TOTAL		$43.71	$40.50	$40.50	$45.24	$0.00	$0.00	$0.00

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile			0
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile			0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile			0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	1	Parcel			0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Review and assess condition of existing trees	1	LS	1	32	32
30						
	SURVEY TOTAL					**32**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS			0
42	Prepare existing manuscripts	Mile			0
43	Establish approximate property lines and ownership	Parcel			0
44	Study and develop typical sections	No.			0
45	Study and develop horizontal alignments	Mile			0
46	Study and develop vertical alignments	Mile			0
47	Preliminary Roadway Model - Mainline Backbone	Mile			0
48	Preliminary Roadway Model - Approach Backbone	Mile			0
49	Preliminary Roadway Model - Mainline Grading	Mile			0
50	Preliminary Roadway Model - Approach Grading	Mile			0
51	Preliminary Roadway Model - Intersection Grading	No.			0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.			0
54	Pre-size pipes (all alternates)	No.			0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS			0
61	Plot/print copies of plans for team meeting and inspections	LS			0
62	Calculate preliminary quantities and develop cost estimates	Alt.			0
63	Revise plans and estimates	LS			0
64	Preliminary Right of Way with taking areas	Parcel			0
65	Prepare Preliminary Design Memorandum	LS			0
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Evaluate Mid-block Crossing Locations (including side for shared use path)	No.			0
68A	Review and evaluate existing parking (Up to 4 observation events)	No.			0
68B	Prepare exhibit showing existing parking demand	No.			0
68C	Develop parking alternatives	No.			0
69	Study and development of roundabout intersection	No.			0
70	Address Peer Review (QA/QC) Comments on Preliminary Plans	LS			0
71A	Geotechnical Borings	No.			0
71B	Soundings	No.			0
71C	Laboratory Testing	LS			0
71D	Geotechnical Engineering Analysis and Report	LS			0
72A	Develop preliminary landscape concepts	LS	1	38	38
72B	Develop preliminary hardscape improvements	No.	3	11	33
72C	Prepare rendered plan and perspectives showing plantings	No.	3	13	39
72D	Prepare exhibit showing preliminary tree impacts	No.	1	12	12
	PRELIMINARY LINE AND GRADE TOTAL				**122**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.			0
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.			0
80	Develop and maintain log of utility conflicts		LS			0
81	Prepare utility relocation budget based on utility provided estimates		LS			0
82	Review existing sanitary sewer record drawings and CCTV		LS			0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel			0
82	Establish property and ownership	Parcel			0
83	Calculate Right of Way	Parcel			0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisitoin plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel			0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet			0
87	Prepare Right of Way Plans Submittal	LS			0
88	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
89	Develop project range of values, prepare project report, and ROW phase budget	LS			0
90					
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS			0
97	Develop pavement design	No.			0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile			0
101	Revise roadway plans from soils report	Mile			0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile			0
103	Final Roadway Model - Approach Backbone	Mile			0
104	Final Roadway Model - Mainline Grading	Mile			0
105	Final Roadway Model - Approach Grading	Mile			0
106	Final Roadway Model - Intersection Grading	No.			0
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.			0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
113	Develop pipe sections (< 54")	No.			0
114	Develop drainage system map	Mile			0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile			0
124	Inlet spacing calculations	No.			0
125	Storm sewers calculations	No.			0
126	Develop storm sewer profile	No.			0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS			0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS			0
136	Prepare typical sections	No.			0
137	Generate plan sheets *(scale 1" = 20')*	Sheet			0
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet			0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals and at driveways/steps*	No.			0
141	Prepare coordinate control sheet	Mile			0
142	Prepare elevation developments	No.			0
143	Prepare striping and signage plan	No.			0
144	Develop Erosion Control Plan	Mile			0
145	Calculate final quantities	Mile			0
146	Complete general summary	LS			0
147	Complete paving summary	LS			0
148	Complete drainage summary	LS			0
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS			0
151	Prepare KMZ's	LS			0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS			0
153	Prepare construction phasing plans	Mile			0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS			0
160	Plan revisions	Mile			0
161	Prepare final construction plans submittal	LS			0
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS			0
163B	Prepare materials testing matrix	LS			0
163C	Prepare and submit permit applications	LS			0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS			0
164A	Prepare layout sheet (plan and elevation) for each retaining wall	Sheet			0
164B	Prepare typical wall sections and other wall details	Sheet			0
165	Prepare traffic signal design and details	LS			0
166A	Prepare photometric analysis for utility provided lighting	LS			0
166B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
166C	Prepare lighting details	LS			0
167	Prepare landscape drawings, specifications, and details	LS	1	30	30
168					0
	FINAL PLANS TOTAL				**30**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection		No.			0
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings		No.			0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**17**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	3	2	6
184A	Attend Public Meetings/Hearings	1	No.	3	4	12
184B	Individual Meetings with Property Owners		No.			0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**18**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Liberty Road	CONSULTANT	Element Design
DESC	Liberty Road from New Circle Road to Winchester Road	REVIEWED BY	
		PREPARED BY	Ramona Fry, RLA
ITEM NO.	7-329	DATE	September 26, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	32
LINE AND GRADE TOTAL	122
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	0
FINAL PLANS TOTAL	30
MEETINGS TOTAL	17
PUBLIC INVOLVEMENT TOTAL	18
QA/QC TOTAL	0
GRAND TOTAL	219

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Oct 9, 2023	**COUNTY:**	Fayette	**ITEM #:**	n/a
PROJECT:	Liberty Road (KY 1927) Improvement				
DESC:	Liberty Road improvements from New Circle Road to Winchester Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Phase I Archaeological Intensive Survey	194		$ 35.78	$ 6,941.32
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	194			$ 6,941.32

OVERHEAD (202.32 %)	$	14,043.68
PROFIT (15.00 %)	$	3,147.75
COST OF MONEY (0.08 %)	$	5.55

DIRECT COSTS	AMOUNT
(see Direct Costs worksheet)	$ 2,440.00
TOTAL DIRECT COSTS	$ 2,440.00

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	$ -

TOTAL FEE	$ 26,578

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME:	SIGNED BY:	
Luella Bach Hellen	Director of NEPA Services	10/9/2023
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET

COUNTY	**Fayette**	PROJECT TYPE	**Road Improvement**
ROUTE	**KY 1927**	CONSULTANT	**Metric Environmentl**
DESC	**KY 1927/Liberty Road improvements from New Circle Road to Winchester Road**		
		PREPARED BY	**Karen Garrard**
ITEM NO.	n/a	DATE	**October 9, 2023**

ARCHAEOLOGY

Phase I Archaeological Intensive Survey

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RESEARCH					
1	Background research at OSA	1	Hr.	1	4	4
2	Archival research	1	Hr.	1	8	8
3	Context development	1	Hr.	1	8	8
	Total					20
	FIELDWORK AND ANALYSIS					
4	Shovel Probing (standard)	2	No.	52	0.5	52
5	Shovel Probing plus augering	2	No.	3	1	6
6	Site Recordation	2	Hr.	1	4	8
	Total					66
	ANALYSIS					
7	Artifact cleaning	1	Hr.	1	4	4
8	Artifact analysis	1	Hr.	1	6	6
	Total					10
	LABORATORY WORK					
9	Artifact Processing	1	Hr.	1	8	8
10	Curation	1	Hr.	1	8	8
	Total					16
	REPORT PREPARATION					
11	Writing	1	Hr.	1	32	32
12	Exhibits (Figures per SOW)	1	Hr.	1	12	12
13	Administrative Review/PM	1	Hr.	1	6	6
	Total					50
	MISCELLANEOUS					
14	Travel Time	2	Hr.	1	16	32
	Total					32
	TOTAL					**194**

PRODUCTION-HOUR SUMMARY

Phase I Archaeological Intensive Survey	**194**
GRAND TOTAL	**194**

CLASSIFICATION AND PERCENTAGES FOR ENVIRONMENTAL ANALYSIS			
		Archaeology	
Staff Type	**Audited Rate**	%	Cost
Sr. Project Manager	**$ 52.56**	0.52%	$0.27
Senior Project Manager 2	**$ 45.04**	45.88%	$20.66
Senior Project Manager 1	**$ 38.98**	1.03%	$0.40
Project Scientist 2	**$ 34.12**	0.00%	$0.00
Project Scientist 1	**$ 31.61**	0.00%	$0.00
Staff Scientist 2	**$ 27.48**	52.58%	$14.45
Staff Scientist 1	**$ 24.57**	0.00%	$0.00
Intern	**$ 15.00**	0.00%	$0.00
Project Coordinator 2	**$ 27.32**	0.00%	$0.00
Totals		100.00%	$35.78

Direct Costs

COUNTY	Fayette			PROJECT TYPE		Road Improvement	
ROUTE	KY 1927			CONSULTANT		Metric Environmental, LLC	
DESC.	KY 1927/Liberty Road improvements from New Circle Road to Winchester			PREPARED BY		Karen Garrard	
ITEM NO.	n/a			DATE		October 9, 2023	
Mileage							
Mileage[1]		# of trips		Total miles		Total Mileage (.61)	
400		2		800		$	**456.00**
Lodging							
Nights		# Staff		Rooms		Total Lodging ($96)	
3		2		2		$	**576.00**
Per Diem							
Staff		Full Days	Cost ($36)	MOB days	Cost ($28)	Total Per Diem Cost	
2		3	$ 216.00	2	$ 112.00	$	**328.00**
Data Service - OSA Agency Request of Info							
KY OSA - records check fee ($140) plus scanning fees (1hr/$40)						Total Cost	
						$	**180.00**
Equipment - GPS							
GPS		Days	Cost ($100)			Total Equipment	
1		3	$ 300.00			$	**300.00**
Curation							
1 standard artifact box ($250), accompanying documents and photos ($250)						Total Cost	
						$	**500.00**
Reproductions/copies, Shipping and Mailing Costs							
Reproductions/copies, Shipping and Mailing Costs						Total Cost	
						$	**100.00**
[1] Round trip						**Grand Total Cost**	**$ 2,440.00**

October 9, 2023

Mr. Chase Wright, P.E.
Project Manager
Strand Associates, Inc.
651 Perimeter Drive
Lexington, Kentucky 40517

RE: ENVIRONMENTAL SERVICES – PHASE I ARCHAEOLOGICAL INTENSIVE SURVEY
LIBERTY ROAD (KY 1927) IMPROVEMENT
CITY OF LEXINGTON, FAYETTE COUNTY, KENTUCKY

Mr. Wright:

PROJECT DESCRIPTION

The Lexington-Fayette Urban County Government (LFUCG) has selected Strand Associates, Inc. (Strand), and Metric Environmental, LLC (Metric), to provide environmental services for the proposed Liberty Road (KY 1927) Improvements from New Circle Road to Winchester Road in the City of Lexington, Fayette County, Kentucky. The project entails improvements along an approximate 2.0-kilometer (km) (1.3-mile [mi]) long section of Liberty Road through the primarily residential and commercial Hamburg Area neighborhood.

The environmental services to be provided at this time for the project include a Phase I archaeological intensive survey. It is our understanding that this survey will assist in the design development and planning for the project.

For the purposes of this proposal, and to accommodate project design development, the archaeological survey area is defined as a 36.5-meter (m) (120-foot [ft]) wide corridor centered on the existing roadway and extending approximately 2.0 km (1.3 mi) along Liberty Road, from New Circle Road to Winchester Road.

PROJECT SETTING

The project corridor and immediate vicinity is a mixture of commercial and residential land use, characterized by increasing development beginning as early as the 1950s. The topography is generally flat to gently rolling. No water sources show as mapped in the immediate vicinity of the corridor. The project is located within the Inner Bluegrass physiographic region, which is characterized by rich, fertile phosphatic soils. The gently rolling topography is caused by the weathering of limestone that is typical of the Ordovician strata of central Kentucky, pushed up along the Cincinnati Arch. Weathering of the limestone also produces sinkholes, sinking streams, springs, caves, and soils. The USDA NRCS online Websoil Survey indicates the project corridor bisects two locations of alluvial soils: Huntington silt loam (0-4 percent slopes, occasionally flooded) and Newark silt loam (0-2 percent slopes, occasionally flooded).

PROPOSED SCOPE OF WORK

PHASE I ARCHAEOLOGICAL INTENSIVE SURVEY

The archaeological survey will include background research and an archaeological literature review, field investigations, and the completion of a Phase I report detailing the results of the investigation and providing management recommendations for the project and identified archaeological resources, if any.

The archaeological literature review will include a review of Kentucky Office of State Archaeology (OSA) archaeological site files and reports of investigation to identify previously recorded archaeological sites and archaeological investigations located within the survey area and within a 2-km (1.26 mile) buffer of the existing roadway. In addition, online county histories, cemetery records, and historic maps will also be reviewed.

A standard methodology for Phase I archaeological survey includes a visual reconnaissance, surface collection/survey, and the excavation of shovel test probes (STP). Visual reconnaissance is conducted throughout the survey area to document the general nature and current setting, assess the likelihood of encountering cultural resources within the current setting, and to identify locations of previous disturbance. Surface collection/survey occurs when there is at least 50 percent surface visibility and well-weathered surface conditions (generally within agricultural fields). The area is examined via pedestrian survey, with transects spaced at no more than 10-m (32.8-ft) intervals. The excavation of STPs is conducted within relatively level locations (less than 15 percent slope), where no apparent previous disturbance is evident, and surface visibility is less than 50 percent.

When subsurface testing is needed, STPs are placed at 20-meter (m) (65.6-foot [ft]) intervals along systematically spaced transects. Where sites are identified, the testing interval will be reduced to a smaller interval no greater than 10 m (32.8 ft) to better define site boundaries, artifact distributions, and to identify possible feature remnants. STPs will be 30 centimeters (cm) (12 inches [in]) in diameter and extend to a depth to penetrate the subsoil by at least 10 cm (4 in) with the exception of where alluvial soils are present. Where alluvial soils are present, STPs will be excavated to a depth of 1.0 m (3.2 ft) and auger probes placed in the base of select STPs at intervals no greater than 40 m (131 ft). The auger probes will be hand excavated using a 7.3-centimeter (3.0-inch [in]) bucket auger to a depth of 2 m (6.5 ft). Soil will be examined via screening through 0.64-cm (0.25-in) mesh hardware cloth. Soil and sod will be replaced following completion of the STP. STP information will be recorded on standardized forms, with notes regarding soil color, texture, depth, inclusions, and artifact content. Photographs will be taken of the project area, sites encountered, and representative STPs.

Archaeological sites identified during survey will be mapped and photographed in the field, and GPS will be used to record locations. In addition, cultural artifacts encountered will be collected for analysis. If large numbers of artifacts, particularly historic artifacts, are encountered, or if large bulky artifacts are encountered, notes and photographs will be taken regarding the resources, but Metric personnel will use discretion in collecting these items in accordance with the Kentucky Heritage Council (KHC) guidance for discarding historic artifacts.

It is assumed for the purposes of this proposal that the entire project corridor will require STP survey. It is assumed that a single transect on either side of Liberty Road will provide sufficient survey coverage for the project; if the project corridor width is increased and more than one transect is needed on either side of the roadway, a supplemental agreement will be needed. It is assumed that approximately 50 percent of the survey area adjacent to the existing roadway is disturbed, particularly from buried subsurface utilities which parallel the road, and/or are covered by existing concrete and asphalt parking areas. An estimated 104 STPs and up to six bucket auger tests will be needed. It is anticipated that no more than one archaeological site will be recorded.

Metric will prepare a Phase I Archaeological Intensive Survey report that meets the KHC and OSA standards. This report will summarize results of the literature review, will document results of fieldwork,

describe any sites encountered, and provide a summary of the natural and cultural setting of the project area. Figures/graphics will be included, such as historic maps and aerials, as well as ones depicting work completed and sites identified. Other graphics will be included as needed to adequately document all work completed during the survey, including shovel probe profiles, as necessary. Finally, the report will provide management recommendations for the project corridor. Site forms will be prepared and submitted to the OSA for any sites identified.

Metric will provide Strand a digital copy of the draft report for review and comment to LFUCG, for coordination with KHC/State Historic Preservation Office. Once comments have been addressed, Metric will provide three hard copies and one digital copy of the final report.

Upon approval of the Phase I report and pending landowner permission, cultural materials recovered during the investigation will be bagged and labeled for permanent curation in accordance with the requirements of the Federally-accredited curatorial facility and submitted to the William S. Webb Museum of Anthropology at the University of Kentucky, Lexington. Costs for the preparation of materials for curation, as well as the curation fees are not included as part of this proposal; if curation is needed, a supplemental agreement will be needed. Notes, photographs, and documentation will be retained at the Metric offices for a standard 5 years.

Assumptions and Exceptions – Metric makes the following assumptions based on this scope of work:

- Prior to the commencement of fieldwork, landowner notification letters will be sent to property owners by Strand and/or LFUCG within the project corridor and will provide Metric a list of the landowner names and a copy of the letter prior to the survey activities.
- Metric assumes one site will be identified, with no more than 100 artifacts. If more than one site with up to 100 artifacts is identified, a supplemental agreement will be needed.
- It is assumed that a single survey transect on either side of Liberty Road will provide sufficient survey coverage for the project; if the project corridor width is increased and more than one transect is needed on either side of the roadway, a supplemental agreement will be needed.
- Metric assumes weather will not be a limiting factor. If adverse conditions occur, Metric will coordinate with Strand regarding schedule impacts.
- Archaeological Deep Testing is not included with this scope of work. If it is deemed Archaeological Deep Testing is needed, a supplemental scope of work will be needed.
- Costs for the preparation of archaeological materials for curation, as well as the curation fees are not included as part of this proposal; if curation is required, a supplemental agreement will be needed.
- Fieldwork will require no more than two mobilizations.

If you have any questions regarding this Scope of Work, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

METRIC ENVIRONMENTAL, LLC

Luella Beth Hillen

Luella Beth Hillen
Director NEPA Services

Metric #22-0226

EXHIBIT C

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #36-2022 Liberty Road Improvement Project – New Circle Road to Winchester Road** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 18, 2022.** All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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 LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFQ while this RFQ 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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.

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 RFQ 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 RFQ 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 RFQ 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 RFQ processes. If, based on this review, a RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ 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.

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue

Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerial paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. *Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Relevant experience and technical competence of the project team (25 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (15 Points)
4. Local employment of the project team (20 Points)
5. Ability to provide KYTC LPA Guide compliant inspection services (10 Points)

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 submitted via IonWave at: 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 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 _____, 20__.

My Commission expires: _____

_____
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.

Signature	*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																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. 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 MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
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 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE firms to be used in accomplishing the work contained in this Bid/RFQ/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**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 MWDBE Company Name, Address, Phone, Email	MWDBE 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**

MWDBE QUOTE SUMMARY FORM
Bid/RFQ/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Addres	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	Veteran

(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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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/RFQ/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/RFQ/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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	**Company Representative**
Date	**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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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, safely 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.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/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 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence
Excess/Umbrella Liability	$1 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. 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.

g. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Statements of Qualifications – Professional Services

Liberty Road Improvements Project – New Circle Road to Winchester Road

The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Project Manager – Mark Feibes, P.E.
Location – Liberty Rd. from New Circle Rd. to Winchester Rd. (See Exhibit 1)
Funding – Surface Transportation Program (SLX) – Federal Funds
Facility – Approximately 1.3 miles of roadway improvements.

PREQUALIFICATION

To respond to this project the Consultant must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

Liberty Road from New Circle Road to Winchester Road, is a 1.3 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. Outside New Circle Road, plans are underway by the Kentucky Transportation Cabinet to upgrade Liberty Road (KY 1927) from Graftons Mill Lane to and including the intersection at New Circle Road. This project incorporates a shared use path connecting to the Liberty Trail/Brighton East Rail Trail system. Currently, the Lexington Area MPO is conducting the *East Lexington Trail Connectivity and Traffic Safety Study*, evaluating trail routing alternatives from Liberty Road and New Circle Road to the Isaac Murphy Memorial Art Garden at Third Street and Midland Avenue.

DESCRIPTION

Essential features of the *Liberty Road Improvements Project* include:

- Upgrade Liberty Road from New Circle Road to Appletree Lane from a rural to an urban cross section. Note: Limited improvements may be needed from New Circle Road to Creative Drive.

- Reconfigure the roadway cross section from New Circle Road to Winchester road to three lanes (two-way with TWLTL).

- From New Circle Road to Winchester Road, construct a five-foot wide sidewalk on one side of the roadway and a shared use path on the other side, with interconnectivity to the future shared use paths noted in the Background discussion above.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1 Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2 Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.

- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed

- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Perform an analysis of the existing downstream drainage system to determine if it has sufficient capacity to convey the runoff from the proposed new storm sewers. Design appropriate upgrades if necessary.

Portions of the existing drainage system discharge to a sinkhole. The Consultant shall design the stormwater collection system so as not to increase flow volume or intensity to that existing sinkhole system.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2 In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Evaluation of shared use path on driveway ingress/egress
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)

- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3 Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2 In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed

- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

  Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical
c. Cross sections sheets	1" = 5' horizontal 1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions off all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	280 days
Hold public meeting - open house format	300 days

Submit final plans	360 days
Meet with LFUCG et al., to review final plans	380 days
Submission of completed final plans	420 days
Preparation of ROW/easement plats and descriptions	440 days

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (25 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (15 Points)
- Local employment of the project team (20 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (10 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

Exhibit 1

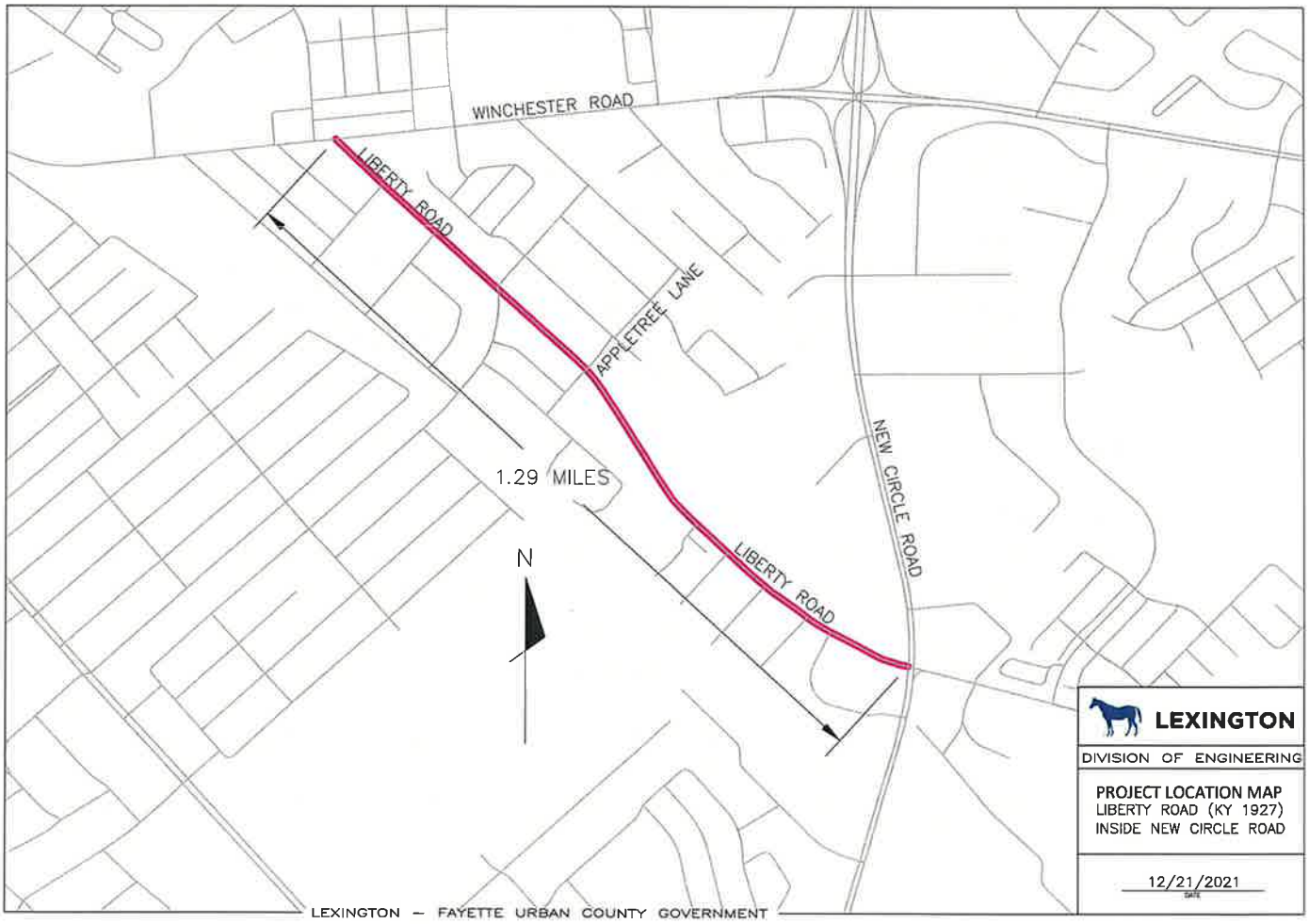

WINCHESTER ROAD
LIBERTY ROAD
APPLETREE LANE
NEW CIRCLE ROAD
1.29 MILES
N
LIBERTY ROAD
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
LIBERTY ROAD (KY 1927)
INSIDE NEW CIRCLE ROAD
12/21/2021
LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

EXHIBIT D

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ansay & Associates, LLC
2901 W Beltline Hwy, Suite 202
Madison WI 53713

CONTACT NAME: Connie Easland
PHONE (A/C, No, Ext): 608-828-0232 **FAX (A/C, No):** 608-831-4777
E-MAIL ADDRESS: connie.easland@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25658
INSURER B : Travelers Indemnity Co of Connecticut	25682
INSURER C : TRAVELERS IND CO OF AMER	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 273740915 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y		P-630-1W455660-TIA-24	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			BA-1W469615-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP-1W474601-24-43	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1W473211-24-43-E	1/1/2024	1/1/2025	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project 2815.321 Liberty Road Improvements Project

Additional Insured status is extended on a primary and non-contributory basis, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
101 East Vine Street
4th Floor
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Easland

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W32551885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim	$1,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 01/25/2024 WITH ID: W32548171.

Strand PN#: 2815.321 Liberty Road Improvements Project

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
101 East Vine Street - 4th Floor
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 25352307 BATCH: 3305233

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0157-24

File ID: 0157-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 02/05/2024

File Name: Request Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program to request federal funding in the amount of $1,000,000 to host a paramed

Final Action: 03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $1,000,000 in Federal funds under the 2023 assistance to Firefighters Grant Program, to host a paramedic training course, the acceptance of which obligates the Urban County Government to the expenditure of $100,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 03/07/2024

Attachments: 24-Blue Sheet Memo AFG App No. 1, 0157-24 (AFD Paramedic Training) 4879-9160-7460 v.1.docx, R-080-2024

Enactment Number: R-080-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0157-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $1,000,000 in Federal funds under the 2023 assistance to Firefighters Grant Program, to host a paramedic training course, the acceptance of which obligates the Urban County Government to the expenditure of $100,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program to request federal funding in the amount of $1,000,000 to host a paramedic training course. If the Grant is approved a match of $100,000 is required. (L0157-24) (Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact:

Annual Impact: $

Project:

Activity:

Budget Reference: Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 2, 2024**

SUBJECT: **U.S. Department of Homeland Security Grant Application under the 2023 Assistance to Firefighters Grant Program for Division of Fire and Emergency Services**

Request: Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program to request federal funding in the amount of $1,000,000 to host a paramedic training course.

Purpose of Request: FEMA has determined that hands-on, instructor-led training that meets national, state, or DHS adopted standards and results in a national or state certification provides the greatest training benefit and is considered a high priority per the 2023 AFG Notice of Funding Opportunity. The Lexington Fire Department has worked diligently to become an accredited organization through CAAHEP to provide in-house paramedic-based training leading to state and national certifications. Our program has roughly a 95% success rate of bridging EMT-B's to Paramedics in as little as one year and successfully trains skilled paramedics to respond to medical emergencies in our community. However, this comes with high overtime costs for the students to attend training and backfill their positions, in addition to all other ancillary expenses and fees to complete the certification. The opportunity to apply for this grant will cover the costs associated with providing training and certification for 27 new paramedics, allowing funding to be reallocated elsewhere.

What is the cost in this budget year and future budget years? If the grant is approved, federal funds in the amount of $1,000,000 will be awarded, requiring a 10% match of $100,000.

Are the funds budgeted? A budget amendment will be completed if approved.

File Number: 0157-24

Director/Commissioner: Wells/Armstrong

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,000,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO HOST A PARAMEDIC TRAINING COURSE, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $100,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $1,000,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to host a paramedic training course, the acceptance of which obligates the Urban County Government to the expenditure of $100,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0157-24:ANB:4879-9160-7460, v. 1

RESOLUTION NO. 080 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,000,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO HOST A PARAMEDIC TRAINING COURSE, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $100,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $1,000,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to host a paramedic training course, the acceptance of which obligates the Urban County Government to the expenditure of $100,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0157-24:ANB:4879-9160-7460, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0158-24

File ID:	0158-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/05/2024
File Name:	Request Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program requesting federal funding in the amount of $500,000 to add preventative			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000 in Federal funds under the 2023 Assistance to Firefighters Grant Program, to add preventative cancer and cardiac screenings to incumbent physicals, the acceptance of which obligates the Urban County Government to the expenditure of $50,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	24-Blue Sheet Memo AFG App No. 2, 0158-24 (AFG Cancer Screenings) 4891-1174-9284 v.1.docx, R-081-2024	**Enactment Number:**	R-081-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0158-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000 in Federal funds under the 2023 Assistance to Firefighters Grant Program, to add preventative cancer and cardiac screenings to incumbent physicals, the acceptance of which obligates the Urban County Government to the expenditure of $50,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program requesting federal funding in the amount of $500,000 to add preventative cancer and cardiac screenings to incumbent physicals. If the Grant is approved a match of $50,000 is required. (L0158-24) (Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 2, 2024**

SUBJECT: **U.S. Department of Homeland Security Grant Application No. 2 under the 2023 Assistance to Firefighters Grant Program for Division of Fire and Emergency Services**

Request: Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program requesting federal funding in the amount of $500,000 to add preventative cancer and cardiac screenings to incumbent physicals.

Purpose of Request: The expansion of cancer screening program is considered a high priority per the 2023 AFG Notice of Funding Opportunity. This AFG priority aligns well with our current departmental needs to improve the physical health of our membership as well as assist in the early detection and diagnosis of cancer in fire department members. Overall, this program will allow us to better support the health of our members and physical readiness to serve our community.
What is the cost in this budget year and future budget years? If the grant is approved, federal funds in the amount of $500,000 will be awarded, requiring a 10% match of $50,000.

Are the funds budgeted? A budget amendment will be completed if approved.

File Number: 0158-24

Director/Commissioner: Wells/Armstrong

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $500,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ADD PREVENTATIVE CANCER AND CARDIAC SCREENINGS TO INCUMBENT PHYSICALS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $50,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to add preventative cancer and cardiac screenings to incumbent physicals, the acceptance of which obligates the Urban County Government to the expenditure of $50,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0158-24:ANB:4891-1174-9284, v. 1

RESOLUTION NO. 081 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $500,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ADD PREVENTATIVE CANCER AND CARDIAC SCREENINGS TO INCUMBENT PHYSICALS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $50,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to add preventative cancer and cardiac screenings to incumbent physicals, the acceptance of which obligates the Urban County Government to the expenditure of $50,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0158-24:ANB:4891-1174-9284, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0159-24

File ID: 0159-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 02/05/2024

File Name: Request Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program requesting federal funding in the amount of $500,000 to add PPE (Physica

Final Action: 03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000 in Federal funds under the 2023 Assistance to Firefighters Grant Program, to add Personal Protective Equipment (PPE) and replacement of two brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of $50,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 03/07/2024

Attachments: 24-Blue Sheet Memo AFG App No. 3, 0159-24 (AFD PPE) 4892-3980-6116 v.1.docx, R-082-2024

Enactment Number: R-082-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0159-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000 in Federal funds under the 2023 Assistance to Firefighters Grant Program, to add Personal Protective Equipment (PPE) and replacement of two brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of $50,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program requesting federal funding in the amount of $500,000 to add PPE (Physical Protective Equipment) and replacement of two brush trucks for the Wildland Task Force. If the Grant is approved a match of $50,000 is required. (L0159-24) (Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 2, 2024**

SUBJECT: **U.S. Department of Homeland Security Grant Application No. 3 under the 2023 Assistance to Firefighters Grant Program for Division of Fire and Emergency Services**

Request: Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program requesting federal funding in the amount of $500,000 to add PPE (Physical Protective Equipment) and replacement of two brush trucks for our Wildland Task Force.

Purpose of Request The support and expansion of a Wildland Task Force is a high priority per the 2023 AFG Notice of Funding Opportunity. This AFG priority aligns well with our current departmental needs to outfit our Wildland Task Force members with PPE and replacement of our (2) brush trucks. Overall, this program will allow us to better support our members and our preparedness to serve our community and our neighbors.

What is the cost in this budget year and future budget years? If the grant is approved, federal funds in the amount of $500,000 will be awarded, requiring a 10% match of $50,000

Are the funds budgeted? A budget amendment will be completed if approved.

File Number: 0159-24

Director/Commissioner: Wells/Armstrong

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $500,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ADD PHYSICAL PROTECTIVE EQUIPMENT (PPE) AND REPLACEMENT OF TWO BRUSH TRUCKS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $50,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to add Physical Protective Equipment (PPE) and replacement of two brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of $50,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0159-24:ANB:4892-3980-6116, v. 1

RESOLUTION NO. 082-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $500,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ADD PERSONAL PROTECTIVE EQUIPMENT (PPE) AND REPLACEMENT OF TWO BRUSH TRUCKS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $50,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to add Personal Protective Equipment (PPE) and replacement of two brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of $50,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0159-24:ANB:4892-3980-6116, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0160-24

File ID:	0160-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/05/2024
File Name:	KY Veterans HOF PSA			**Final Action:**	03/07/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Ky. Veterans Hall of Fame Foundation, Inc., for various services related to the Ky. Veterans Hall of Fame, including the Ky. Veterans Hall of Fame Induction Ceremonies in 2024 and 2025, at a cost not to exceed $25,000. [Mayor's Office, Cammack]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Kentucky Veterans Hall of Fame Agreement Memo 24-25, PSA - KY Veterans Hall of Fame Signed 24-25, RESO 160-24 - Kentucky Veterans Hall of Fame PSA 4857-0845-1747 v.1.docx, R-083-2024	**Enactment Number:**	R-083-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/13/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0160-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Ky. Veterans Hall of Fame Foundation, Inc., for various services related to the Ky. Veterans Hall of Fame, including the Ky. Veterans Hall of Fame Induction Ceremonies in 2024 and 2025, at a cost not to exceed $25,000. [Mayor's Office, Cammack]

Summary

Authorization to execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2024 and 2025 Induction Ceremonies in Lexington at a cost of $25,000. Funds are Budgeted. (L0160-24) (Cammack/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Michael Cravens, 2/5/2024]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1101-133001-0001-71299

This Fiscal Year Impact: $25,000

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance: $162,457.68

MAYOR LINDA GORTON

LEXINGTON

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Cammack, Dep Dir of Communications & Community Outreach Liaison

CC: Tyler Scott, Chief of Staff

DATE: February 5, 2024

SUBJECT: Purchase of Service Agreement – 2024 & 2025 Kentucky Veterans Hall of Fame Ceremonies

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Request

Request Council authorization to execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2024 and 2025 Induction Ceremonies in Lexington.

Reason for Request

The Kentucky Veterans Hall of Fame celebrates and honors veterans who have continued to serve the public once honorably leaving the military. It is important Lexington continues to improve and showcase support of veterans, and being the home of induction ceremonies, helps in this endeavor.

What is the cost in this budget year and future budget years?

The cost for this FY is: $25,000

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-133001-0001-71299

File Number: 0160-24

Director/Commissioner: Tyler Scott, Chief of Staff

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 5 day of FEB, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government"), and **KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC.** (hereinafter "Foundation"), a Kentucky non-profit corporation, with a principal address of PO Box 1446, Florence, KY 41042.

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Foundation agree as follows:

1. Government hereby employs Foundation for the period beginning on July 1, 2024, and continuing for a period of twenty-four (24) months from that date, unless within that period Government gives the Foundation thirty (30) days written notice of termination of this Agreement, in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Foundation.

2. The Foundation shall commit to the following provisions pursuant to this Agreement:

   a. Hold the KY Veterans Hall of Fame announcement and induction events in Lexington for the next two years (2024 and 2025);
   b. Provide sponsorship recognition to Government in promotional materials;
   c. Publicly recognize Lexington as the host City of the Kentucky Veterans Hall of Fame; and
   d. Provide Government with one table at induction ceremonies.

3. Government shall pay Foundation the sum of Twenty-Five Thousand Dollars ($25,000.00), which shall be used exclusively for the services required by this Agreement, said services being more particularly described in paragraph 2.

4. In the event of termination of this Agreement by Government as provided for in

paragraph 1 above, Foundation shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required hereunder.

5. Foundation's cancellation of an induction ceremony shall result in the return of 50% of the funds distributed to Foundation by Government. Cancellations made under this provision by Foundation shall be made to Government by written notice and payment of the funds due to be returned.

6. If Foundation postpones (instead of cancels) an induction ceremony, Foundation may retain the distributed funds for the subsequent ceremony. However, the ceremony may not be postponed for more than 12 months.

7. Foundation shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration prescribed herein. Foundation shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Foundation's violation of any such laws, ordinances or regulations.

8. Foundation represents that it is not required to file federal, state or local income tax returns.

9. The Foundation shall, at the end of each year, submit to Government a report containing a summary of activities related to the services set forth in this agreement.

10. Books of accounts shall be kept by the Foundation and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Foundation. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Foundation, shall be maintained at the principal place

of business of the Foundation as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Foundation at all reasonable times, and if it desires, it may have the books and papers of the Foundation audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Foundation. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Foundation, or to constitute Foundation an agent of the Government.

12. The right of access guaranteed Government and/or persons designated by the Government in clauses 7 and 8 of this Agreement shall not provide Government or persons designated by the Government access to any material within the possession of the Foundation that is confidential or privileged pursuant to any applicable statute, ordinance, rule or regulation.

13. Foundation shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

14. Foundation shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Foundation conducts business.

15. This instrument and any Addendums or Amendments incorporated herein contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

16. Foundation agrees, to the extent applicable, that it shall apply all funds received by it from the Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall comply with state and local law and regulations and any policies described in this Agreement.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
LINDA GORTON, MAYOR

KENTUCKY VETERANS HALL OF FAME

BY: J+B. Weatherage
ITS: CEO - President

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC., FOR VARIOUS SERVICES RELATED TO THE KENTUCKY VETERANS HALL OF FAME, INCLUDING THE KENTUCKY VETERANS HALL OF FAME INDUCTION CEREMONIES IN 2024 AND 2025, AT A COST NOT TO EXCEED $25,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Kentucky Veterans Hall of Fame Foundation, Inc., for various services related to the Kentucky Veterans Hall of Fame, including the Kentucky Veterans Hall of Fame Induction Ceremonies in 2024 and 2025, at a cost not to exceed $25,000.00.

Section 2 – That an amount, not to exceed the sum of $25,000.00, be and hereby is approved for payment to Kentucky Veterans Hall of Fame Foundation, Inc., from account # 1101 – 133001 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0160-24:MSC:4857-0845-1747, v. 1

RESOLUTION NO. 083 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC., FOR VARIOUS SERVICES RELATED TO THE KENTUCKY VETERANS HALL OF FAME, INCLUDING THE KENTUCKY VETERANS HALL OF FAME INDUCTION CEREMONIES IN 2024 AND 2025, AT A COST NOT TO EXCEED $25,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Kentucky Veterans Hall of Fame Foundation, Inc., for various services related to the Kentucky Veterans Hall of Fame, including the Kentucky Veterans Hall of Fame Induction Ceremonies in 2024 and 2025, at a cost not to exceed $25,000.00.

Section 2 – That an amount, not to exceed the sum of $25,000.00, be and hereby is approved for payment to Kentucky Veterans Hall of Fame Foundation, Inc., from account # 1101 – 133001 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0160-24:MSC:4857-0845-1747, v. 1