

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 8, 2018 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and LAVA SYSTEMS (**CONSULTANT**). **OWNER** intends to proceed with the Design and Installation of Lexington Senior Center Audio Visual Systems Upgrade in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional design and installation services for the city as contemplated in the **OWNER**'s Request for Proposal No. 1-2018. 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 design and installation services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 1-2018.

CONSULTANT shall provide professional design and installation services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional design and installation representative for the Project as set forth below and shall give professional design advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated which include design and installation incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 1-2018 (Exhibit "A") and Consultant's Response dated February 2, 2018 (Exhibit "B").

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. 1-2018 (Exhibit "A").

After written authorization to proceed with the Project, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 1-2018 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES 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 Exhibit A of this Agreement. 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 **CONSULTANT** 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 **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 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. Work is to proceed once Council has approved and the purchase order has been issued. Work is to be completed with 30 days of issuance of the purchase order.
- 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 or other causes, 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.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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 represented below.

<u>Cost (Total Cost of Services and Materials)</u>	\$42,778.20
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5.2. Times of Payment.

5.2.1. CONSULTANT 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 **CONSULTANT'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 **CONSULTANT'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 **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 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) 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, provided the non-terminating party 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 **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 **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 **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 Statutes.

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. **CONSULTANT** 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 **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 Division of Central Purchasing and the **CONSULTANT**, 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 **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 architects and 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 a statement that, to the best of its belief and knowledge, 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** service agreements.

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** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 1-2018 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 **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.

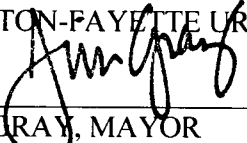
SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (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 their 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 their designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** 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 **CONSULTANT** within thirty (30) days.

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: 
JIM GRAY, MAYOR

Date: MAR 08 2018

ATTEST:


MARTHA ALLEN, COUNCIL CLERK

CONSULTANT (LAVA SYSTEMS):

Signature: 

Printed Name: MARK S FERRITO

Position: CTO

Date: 2/23/2018

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mark S Ferrito as CTO for and on behalf of Lava Systems LLC, on this the 23rd day of February, 2018.

My commission expires: Sept. 9th 2020


NOTARY PUBLIC, STATE AT LARGE, KY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2018

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 GCH Insurance Group 2250 Thunderstick Dr Ste. 1104 Lexington, KY 40505 Jack Goldthorpe	CONTACT NAME: Jack Goldthorpe PHONE (A/C, No, Ext): 859-254-1836 FAX (A/C, No): 859-226-0277 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Grange Mutual Casualty Co</td> <td>14060</td> </tr> <tr> <td>INSURER B :</td> <td>Cincinnati Specialty Underwrit</td> <td>13037</td> </tr> <tr> <td>INSURER C :</td> <td>KESA</td> <td>10320</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Grange Mutual Casualty Co	14060	INSURER B :	Cincinnati Specialty Underwrit	13037	INSURER C :	KESA	10320	INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																					
INSURED SCMD Holdings LLC Lexington Audio Video Advantag 425 Curry Ave Lexington, KY 40505																					

COVERAGES **CERTIFICATE NUMBER:** **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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CSU0079401	02/20/2018	02/20/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 2750532	02/20/2018	02/20/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			F 2750531	02/20/2018	02/20/2019	EACH OCCURRENCE	\$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0019554	06/19/2017	06/19/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

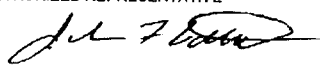
CERTIFICATE HOLDER LFUCG00 Lexington-Fayette Urban County Government 200 E. Main St. Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT A

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2018 Design and Installation of Lexington Senior Center Audio Visual Systems Upgrade** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **February 2, 2018**.

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

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

RFP #1-2018 Design and Installation of Lexington Senior Center Audio Visual Systems Upgrade

If mailed, the envelope must be addressed to:
Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

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

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

A pre-RFP walk-thru will be conducted January 18, 2018, 1:00 pm at 195 Life Lane, Lexington, KY. All interested firms are encouraged to attend. This will be the only opportunity for a walk-thru.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

Please do not contact any 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.

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

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

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

Criteria	Total Points
Professional qualifications and specialized experience of the team with the type of service required.	25
Capacity of the firm to perform the work, including any specialized services, within the time limitations.	10
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	25
Familiarity with the details of the project	10
Degree of local employment to be provided by the firm in the performance of the contract by the firm.	10
Fee Proposal	20
Total	100

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>

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 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 Service																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
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

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 MWDBE 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 MWDBE 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 defined 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@nwbooc.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 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/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 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/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 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.

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 MWDDBE 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/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 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 RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to

bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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) 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.
- (4) 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) 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

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, 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, 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

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors

and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.

- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. 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.
- h. 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 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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. 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

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

Consulant 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

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

00410168

**SOLICITATION
for
DESIGN & INSTALLATION SERVICES**

RFP #1-2018

**Design/Install Lexington Senior Center Audio Visual Systems Upgrade
195 Life Lane, Lexington, KY 40502**

1. Introduction

The Lexington-Fayette Urban County Government (LFUCG) is seeking a firm to provide the design and installation of upgraded audio visual systems in the Multi-Purpose Room and Group Fitness Studio at the new Lexington Senior Center. Reusing as much of the existing audio visual equipment is preferable.

2. Scope of Work

The goal is to design and install audio visual systems that meet the operational needs of the two areas in question.

The scope includes:

- a) Survey of current equipment
- b) Determination of new equipment needed
- c) Design of an upgrade plan that uses both new and existing equipment to create a complete and operational system in each area
- d) Purchase, installation, and integration of all components
- e) Training on the new systems

3. Submittal Requirements

Interested firms are encouraged to submit their qualifications which will include the following information:

- a. Cover letter, signed by an authorized representative, which includes the firm's contact information.
- b. Narrative explaining the firm's unique qualifications for the project.

- c. Summary of firm's recent (5 years) experience in similar/representative design-build projects. Photographs of these projects are encouraged.
- d. Name and experience of key personnel including sub-consultants and their roles. Specifically, please identify the following individuals:
 - 1. Project manager
- e. Demonstrated ability to meet Owner's established timeline.
- f. Itemized list of all equipment based on scope of work described in Section 2.
- h. References: Names and telephone numbers of previous clients on similar scale projects within the past five (5) years with a description of the type of project completed and whether or not the project was completed on schedule and within budget.
- i. Proposed Project Approach: Firm shall provide a clear and specific summary of proposed methodology to achieve the goals expressed in this RFP. The Firm's understanding of the goals and creativity with regard to how to achieve them is an important consideration.
- j. Firms shall submit design drawings/wiring schematics showing sequences of operation and signal pathways within the systems as part of this RFP.
- k. Please include information regarding what warranties would apply to the new equipment.

Note: Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

4. Special Conditions

The Firm shall have designed at least ten (10) similar audio visual systems with equal or greater relative complexity. (Summary sheet available in Appendix A.)

5. Project Details

- a. The scope of work includes a current equipment inventory survey, determination of the new equipment needed, design of a comprehensive plan for both new and existing equipment to be integrated into a complete and operational system in each area, and purchase, installation, and integration of all components. Firm shall be responsible for the survey of the existing equipment.
- b. The design and equipment selection shall take into account the specific needs of the Lexington Senior Center and ease of use.
- c. When applicable, the design shall take into account all LFUCG Standards as well as all local, state and federal laws, statues and codes.
- d. The Firm shall submit a proposed procurement and installation schedule for review and approval.
- e. Pre-Installation Meeting and one (1) Progress Meeting shall be scheduled prior to installation. It is expected that the same representative from the Firm will attend these meetings. The Lexington Senior Center will provide a single point of contact (project manager) to act on it's behalf at these meetings as well.
- f. The installation equipment and activities shall be limited to the areas and times authorized by the Owner. All damage from installation activities shall be restored to pre-installation condition or better at the Firm's expense.
- g. At all times, the Firm shall be responsible for protecting the public during installation. If any hazards are observed by Lexington Senior Center staff, the Firm shall be notified and is expected to correct the situation immediately.
- h. Final and total site clean up and removal of all debris shall be the responsibility of the Firm.

6. Project Context

The Lexington Senior Center is located at 195 Life Lane and provides programming Monday through Friday from 8:00am until 5:00pm to residents of Fayette County who are 60 years of age and older. The Center offers educational and recreational programming to approximately 300 seniors daily.

7. General Project Elements

There are two areas which require upgraded audio visual systems; the Multi-Purpose Room and the Group Fitness Room. The operational needs of each area differ in complexity and scope. **All systems must utilize a graphical user interface (GUI) that is simple to operate and user friendly. In the Multi-Purpose Room, one GUI must be mounted in the wall behind the stage and second unit shall be portable.**

8. Specific Project Elements

- a. Multi-Purpose Room A (MPR-A) & Multi-Purpose Room B (MPR-B)
 - a. Microphones (Lapel and wireless mics should be function in either side of the MPR and both sides simultaneously as needed)
 - i. Lapel microphone – Qty of 1
 - ii. Podium microphone – Qty of 1
 - iii. Wireless microphone – Qty of 2
 - b. Projector, ceiling mounted
 - i. Sources to projector to include DVD/Blu-ray player, VGA, HDMI inputs
 - c. Amplification system
 - i. Sources to include CD player, DVD/Blu-ray player, Bluetooth from device, jump drive, and microphones
 - ii. Audio to both MPR-A and MPR-B or separate sources for each room
 - iii. Separate volume controls for MPR-A and MPR-B
 - iv. Background music in addition to audio from other sources simultaneously
 - v. Separate volume controls for MPR-A and MPR-B
 - d. General
 - i. Need to be able to have 2 separate events occurring simultaneously in both rooms
 - ii. System must automatically recognize when the operable partition is in the open or closed position
 - iii. System must allow for inputs from both the lectern and the equipment rack
 - iv. System must utilize shielded and/or plenum-and-wall-rated cabling
 - v. System must include automatic video scaling
 - vi. System must include suitable speakers and associated wiring for coverage of the entire room
 - e. GUI to include “scenes” for ease of set up
 - i. Each basic scene set up should have a preset baseline volume setting that can be adjusted as needed

b. Group Fitness Room

- a. Amplification system
 - i. Sources to include Bluetooth devices, 3.5mm cable, CD player and wireless headset mic
 - ii. Lightweight wireless headset mic (rechargeable if possible) - Qty of 2
- b. In wall GUI panel shall be located in the front of the room to control equipment which may be located in the back of the room in a locked cabinet rack.
- c. Blu-ray player that is designed for group fitness (e.g. pitch/tempo control)
 - i. If a Blu-ray player with pitch/tempo control is not available a CD player with pitch/tempo control that can be controlled by the GUI panel must be included in this proposal.
- d. System must include suitable speakers and associated wiring for coverage of the entire room
- e. System must utilize shielded and/or plenum-and-wall-rated cabling

9. Deliverables

- a. At the conclusion of the project the following will be provided:
 - o All equipment warranties (per standard manufacturer warranties)
 - o Workmanship warranty (1 year)
 - o Product Data Sheets (for all new equipment)
 - o Operation Manuals (detailed with illustrations)
 - o Quick reference guide for each system installed (laminated sheets to be kept with systems)
 - o As-built drawings (hard copy and electronic versions)

10. Considerations

- a. Consideration will be given to Firm's Teams who include team members who demonstrate a high degree of knowledge and experience providing audio visual systems.

11. Selection Criteria

Criteria	Total Points
Professional qualifications and specialized experience of the team with the type of service required.	25
Capacity of the firm to perform the work, including any specialized services, within the time limitations.	10
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	25
Familiarity with the details of the project	10
Degree of local employment to be provided by the firm in the performance of the contract by the firm.	10
Fee Proposal	20
Total	100

APPENDIX A – REQUIRED FORMS

Design Team experience:

	Location	Budget	# of Components	Year
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Questions:

1. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or paid liquidated damages?

Yes _____ No _____ If yes, please explain:

2. Has the company, any principal, any parent company or subsidiary ever been denied a surety bond?

Yes _____ No _____ If yes, please explain:

3. Have any of the principals ever had a claim made against them by their bonding company or had the bonding company threaten to bring a claim?

Yes _____ No _____ If yes, please explain:

4. Has your firm ever been named in a lawsuit by any local, state, or federal government or other public entity for civil fraud, violation of any false claims act or related statute or any other tort claim?

Yes _____ No _____ If yes, please explain:

5. Has your organization ever engaged in litigation against a city, county state or other municipality?

Yes _____ No _____ If yes, please identify the lawsuit.

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #1-2018

Date: January 22, 2018

Subject: Design and Installation Services for Lexington Senior Center
Audio Visual System Upgrade

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. The system does not currently have automatic sensing of the operable partition's position.
2. Bingo activities occur in a combined-room scenario.
3. The secondary podium (dark wood) is not considered part of the A/V system.
4. The projector image clarity is satisfactory, but image brightness could be improved.
5. Users experience sound clarity and volume issues in both considered spaces.
6. No internal review has been performed to confirm speaker functionality in either considered space.
7. Speaker repair/replacement/adjustment shall eliminate the possibility of feedback as much as practicable.
8. See attached plans and section drawings.
9. See attached current equipment list for the Senior Center.



10. See attached pre-RFP conference sign-in sheet.



Todd Slatin, Director
Division of Central Purchasing

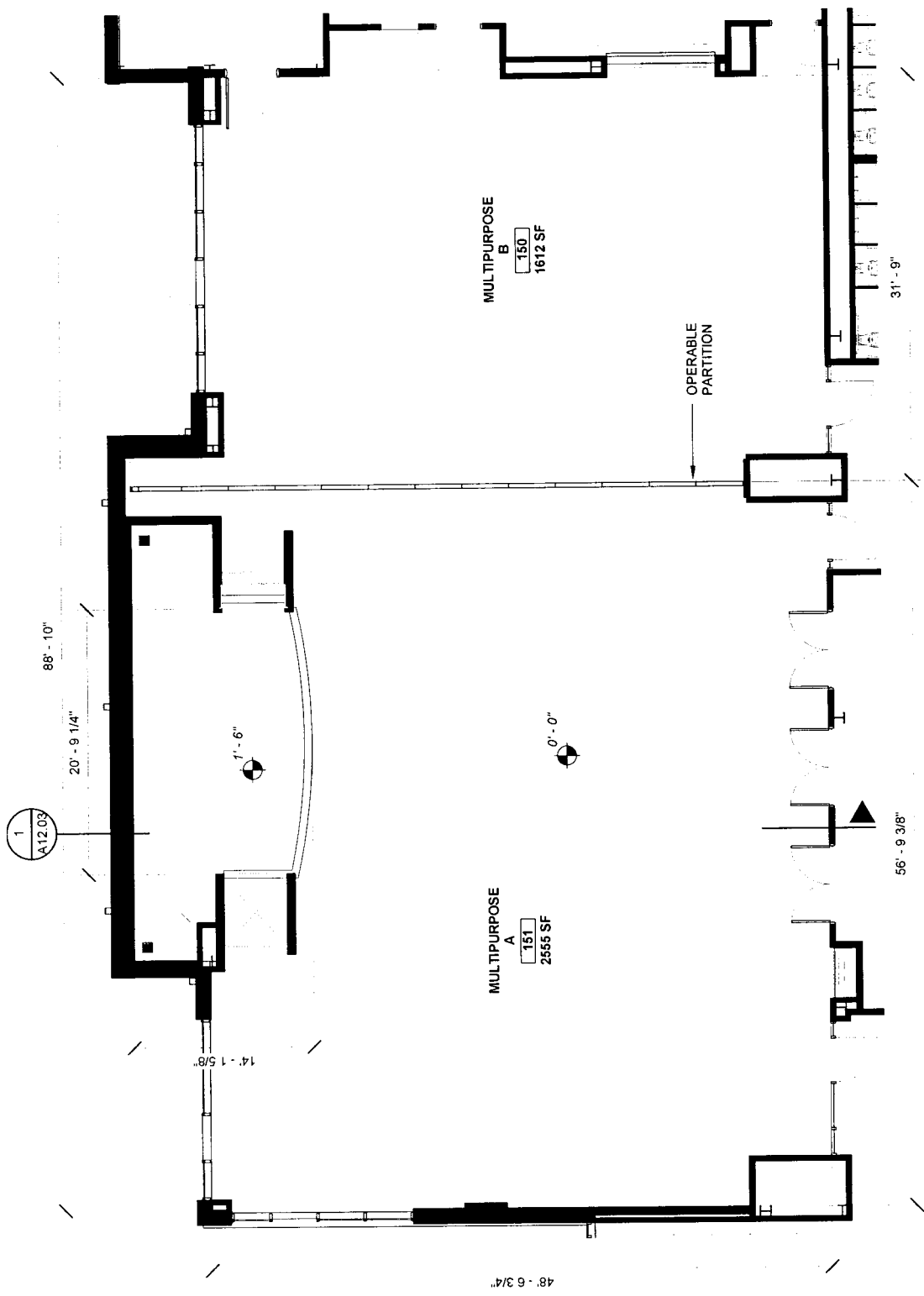
All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____

ADDRESS: _____

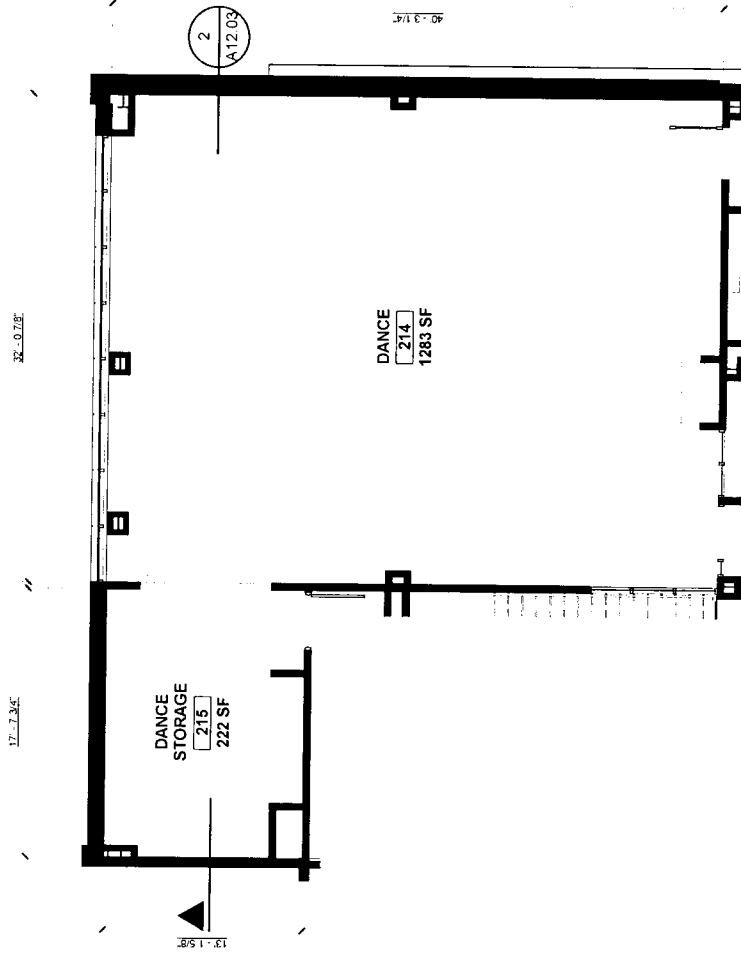
SIGNATURE OF BIDDER: _____





1 MULTIPURPOSE ROOM
 A12.01 SCALE: 1/8" = 1'-0"

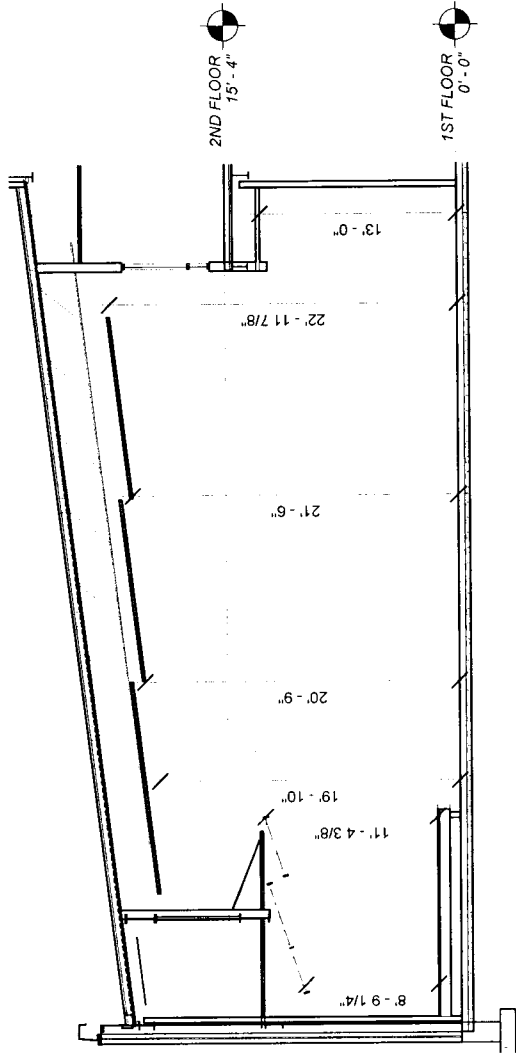
LEXINGTON SENIOR CENTER 1/22/18



2 GROUP FITNESS ROOM

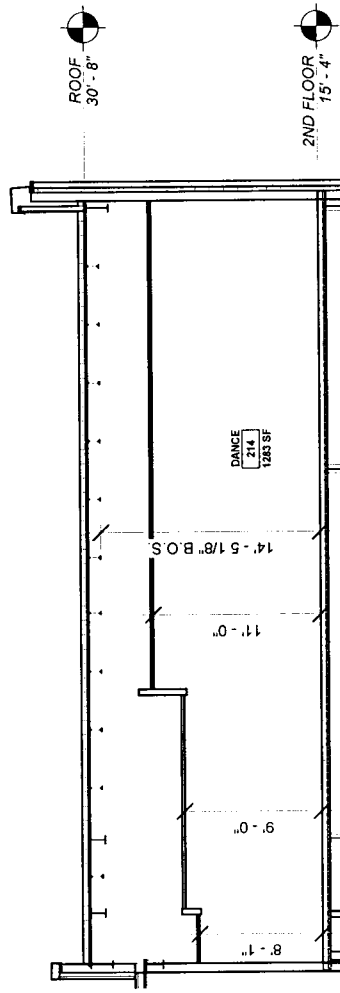
SCALE 1/8" = 1'-0"

LEXINGTON SENIOR CENTER 1/22/18



1 SECTION - MULTIPURPOSE ROOM

A12.03 SCALE: 1/8" = 1'-0"



2 SECTION - GROUP FITNESS ROOM

A12.03 SCALE: 1/8" = 1'-0"

LEXINGTON SENIOR CENTER 1/22/18

AUDIO VISUAL MATERIAL

NEC	NP-M352WS	AV-01 Projector (M300WS is obsolete)
FSR	CB-22P	Flush ceiling enclosure for AV-01 projector
NEC	MP300CM	Ceiling mount for projector
BOSE	43054	AV-11 – Speaker – White DS16F Indoor
PYLE	PT270AIU	AV-13- Stereo receiver
SAMSON	AH1-CR77	AV-15- Headset microphone receiver kit
SHURE	PG48-QTR	AV-16- Cardioid Dynamic Vocal Microphone
BOSE	40784	AV-17- Speaker – DS16S White Indoor

MPR
|

Fitness

Both

Fitness

MPR
|

MPR = Multi-Purpose Room

Multi-Purpose Room

Qty	Manufacturer	Part Number	Description
8	Bosch-EV-T alex	EVID C8 2LP (Pair)	8" Coaxial speaker with horn loaded Ti coated tweeter - complete with back can enclosure, tile rails, and mounting ring - for 70v/100v or 8-ohm operation. Taps at 30, 15, 7.5, 3.75, and 1.88 watts (pair)
1	Furman	M-8S	15A STANDARD POWER CONDITIONER W/POWER SEQUENCING, 1RU, 10FT CORD
1	Lowell	LDR-2724	Rack-Designer-27U, 24inD, glass front door, rear door
1	TOA	A-9120DHM2C U	Modular Digital Matrix Mixer/Amplifier- Up to Eight Mic/Line Inputs and Six Line Outputs- Digital Signal Processor/Dual Amplifiers (2x 120W @ 70V)- Rack-Mount Kit Included (2U)
2	TOA	D-001T	Input Module for 9000/9000M2- Two Mic/Line Inputs w/ DSP- Removable Terminal Block
2	TOA	D-001R	Input Module for 9000/9000M2- Two Mic/Line Inputs w/DSP- Stereo Summing Dual RCA Jacks on Each Input
1	TOA	ZM-9002	9000/9000M2 Remote Panel- 4-Switches- 1-Volume Control- One Shielded Conductor Wiring to 9000 Chassis Remote Volume Terminals- Maximum Two ZM-9001 or ZM-9002 per Chassis
1	Samson	CR88	Diversity Receiver and Handheld Microphone
1	Tascam	CD-200BT	CD PLAYER WITH BLUETOOTH RECEIVER
1	Lowell	UDP-314	3U 14inD CRS 19inW x 14.437inD, 50lbs capacity, slam-latch with key lock
1	Lowell	SBL-39	Rack Storage Box-3U
1	Lowell	RSD-116	Rack Reversible Sliding Shelf/Drawer-1U, Black
1	Lowell	N10P-ID-1	Rack Panel-for Neutrik D Series Connectors-1U, Black
1			Plates and Connectors
1			Audio Cables
1	Misc		Hardware, Rack misc, Adaptors
500	West Penn	25225B	2 COND 16 (19X29) BARE CMP
1			Labor

SIGN-IN SHEET
Pre-RFP Meeting 1-2018 Design and Installation of Lexington Senior Center Audio Visual Systems Upgrade
January 18, 2018 @ 1:00 PM

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	sstone@lexingtonky.gov
Sherita Miller SM	LFUCG		859-258-3323	smiller@lexingtonky.gov
Tracy Rooney	Novation Tech Group	DBE/Veteran	3173415350	trooney@novationtech.com
David Corey	NTG	DBE/Veteran	3173415350	NTG@novationtech.com
Steven Carter	NTG	DBE/Veteran	3173415350	NTG@novationtech.com
Mike Dillon	PSC / MANAGED CONTROLS	MAE	555 777 3764	mdillon@managedcontrols.com
Bill Swore	PSC / MANAGED CONTROLS	MAE	854 321 1781	bill@managedcontrols.com
Chris Payne	Strategic Communications	MBE/WBE	502-813-8833	cpayne@yourstrategic.com
North Gibson	Strategic Communications	MBE/WBE	502-813-8833	mgibson@yourstrategic.com
TRISTAN FERREY	TSSG		502-581-4446	tferry@tssg.biz
Michael Wistrowski	Logica LIS		855-983-7886	Michael.Wistrowski@logicalis.com
Joyce Thomas	LFUCG		859-258-3054	jthomas@lexingtonky.gov
HARDING DOWELL	EOP ARCHITECTS		231 7538	hdowell@eopa.com
Kristy Stambaugh	LFUCG		278-6072	kstambaugh@lexingtonky.gov
Sean Whight	LFUCG		278-6072	slight@lexingtonky.gov
Mawada Patrick	LFUCG		278-6072	mpatrick@lexingtonky.gov

EXHIBIT B

PROPOSAL

Modified: 2/1/2018
Revision: 0

RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

LFUCG - Division of Central Purchasing

195 Life Lane
Lexington, KY 40502

Presented By:



LAVA Systems

425 Curry Avenue
Lexington, KY 40508 United States
859-721-0151
www.wantlava.com

SYSTEM OVERVIEW

The following Proposal includes all products, accessories, wiring, and installation labor to repair and upgrade the AV systems in the Multipurpose Room and Fitness Room. Items marked with 'OFE' are Owner Furnished Equipment that is existing and will be retained.

In the Multipurpose Room, the AV system will be repaired and upgraded to address the complaints and requests made by the Senior Center staff. Additionally, LAVA has identified issues and inadequacies which will be addressed as well. At the heart of the system is an all-in-one presentation switcher which will replace a number of the existing pieces. This switcher functions as a mixer for the microphones and music sources, a video switcher and scaler to route video sources to the projector, and a control processor to enable user interfaces to control all of the equipment.

Mixing Capabilities

The existing lectern microphone will be replaced with one that is better suited for the application. The existing wireless microphones will be replaced as well. Having two different brands of wireless microphones introduces the possibility they could have overlapping wireless frequencies, which could lead to some of the issues reported. The new microphones are all from the same brand with clearly identified frequencies. A wireless lapel microphone will be added to complement the handhelds. The existing CD player will be removed. In its place a Blu-ray player will be installed that also functions as a CD player and USB media player. This new player was chosen because of its ability to be integrated with the control system and display information on the user interfaces. A professional grade bluetooth receiver will be provided for connectivity with mobile devices. An auxiliary input will be provided on the rack for mobile devices to connect using a cable. Lastly, connectivity will be provided on the rack to allow for integration with broadcast equipment.

Audio Output Capabilities

The existing speakers will be replaced. It has been determined that several of them are damaged. The rest, while operational, are not specified properly for the size of the room and sound levels required. As mentioned in the list of complaints the speakers are unable to produce high output levels and when the volume is increased they create distortion. New speakers will be installed in the current locations. It is believed the existing ceiling tiles can be re-used, but in the event they cannot, the Senior Center will need to provide new tiles for LAVA to modify. A much more powerful amplifier will be installed to drive the speakers at higher volume levels with no distortion. Since there will be an increase in power, the existing speaker wire will not be adequate and will be replaced with the appropriate sized wire for the application. When the airwall is open, all 15 speakers will play the same program at the same volume level. When the airwall is closed, each side will be able to play different programs at different volume levels.

Video Switching Capabilities

Currently all video is switched directly through the projector. The projector has limited switching capability and that is why some of the video inputs do not work. (There is nowhere to plug them in.) Moving forward, video inputs will be provided in two locations, the lectern and the rack. At the lectern, connections will be provided for laptops using HDMI or VGA connections. The existing CAT5 cable ran to the lectern will be replaced with a shielded CAT7 cable which is the current standard and will eliminate issues with signal degradation. At the rack, the same connections will be provided. Additionally, the Blu-ray player mentioned above will be mounted in the rack to play Blu-rays and DVDs.

SYSTEM OVERVIEW

Video Scaling Capabilities

The all-in-one presentation switcher is capable of UltraHD 4K resolutions. These resolutions are becoming more common on laptop computers. The projector is only capable of basic HD resolutions. This causes issues with presentations not filling the screen, not displaying clearly, or not displaying at all. The scaling features of the system guarantee that the source will always show in the proper resolution and size on the screen.

Control System Capabilities

An in-wall touch panel will be installed backstage near the rack. In addition, an iPad mini will be provided so the system can be controlled from anywhere in the audience. These user interfaces communicate with the presentation switcher, which in turn controls all of the equipment in the system. A partition sensor will be installed to notify the system if the airwall is opened or closed. The system can then intelligently choose what to do when the room is in use. The user interfaces will be programmed with ease of use as the number one factor. Some of the features will include:












1. Single button press to turn on the system and choose a source: For example, a button named 'Lectern Laptop' would turn on the projector, drop the screen, route video from the laptop to the projector, select the laptop as the audio source, enable the lectern mic, and set the sound levels accordingly. LAVA will work with the Senior Center to define each use case and program the system as needed.
2. Control of microphone and speaker levels: The user interface will know which microphones are selected, and will display level controls for those devices. This will allow the user to make adjustments to the predefined levels on the fly.
3. Source Control: The Blu-ray/CD player will be controlled from the user interface along with feedback of track information, time, etc.

The control system requires connectivity to the building's public network. LAVA will coordinate with the Senior Center's IT team to execute connectivity to and configuration of the network.

Qty	Description	Price
Multipurpose Room A		
1	AKG Cardiod Condensor Gooseneck Microphone, 20in	
1	MA PRODUCTS Shockmount XLR Microphone Holder for Lecterns	
1	APPLE iPad Mini 4, 128GB, Space Gray	
1	CRESTRON Crestron for iPad Mobile App (Requires an in-app purchase of \$99.99. Purchase must be made through user's iTunes account and is not included in this Proposal. Proposal includes required programming fee.)	
1	IPOINT LaunchPort Sleeve for iPad Mini, iPad Mini 2, and iPad Mini 3, Black	
1	IPOINT LaunchPort Tabletop Charging Station, Black	
1	CRESTRON 3-Series 4K DigitalMedia Presentation System	
1	CRESTRON 150W PoDM Power Pack for DMPS3-4K	
2	GENERIC Modular Adapter, DB9 Female to RJ45 Female	
6	LIBERTY CABLE Category 6 Cable, 660mhz, Blue	

* Price Includes Accessories

Presented By: LAVA Systems
 Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

Qty	Description	Price
	2 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
		
1	CRESTRON 4K DigitalMedia 8G+ Receiver & Room Controller w/Scaler	
		
1	CRESTRON HDMI Interface Cable, 3ft	
		
50	CRESTRON DigitalMedia Ultra Cable	
		
2	CRESTRON Connector for DigitalMedia and DigitalMedia Ultra Cable	
		
1	CRESTRON DigitalMedia 8G+ Transmitter	
		
1	CRESTRON HDMI Interface Cable, 3ft	
		
1	CRESTRON HDMI Interface Cable, 6ft	
		
1	CRESTRON Computer VGA Interface Cable w/Mini-TRS Audio, 3ft	
		
1	CRESTRON Computer VGA Interface Cable w/Mini-TRS Audio, 6ft	
		
50	CRESTRON DigitalMedia Ultra Cable	
		













* Price Includes Accessories

Presented By: LAVA Systems

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

2/2/2018

Page 3 of 14

Qty	Description	Price
	2 CRESTRON Connector for DigitalMedia and DigitalMedia Ultra Cable	
	1 CRESTRON High-Definition Video Scaler, VGA In, HDMI Out	
	1 CRESTRON HDMI Interface Cable, 3ft	
	1 CRESTRON Power Conditioner and Surge Protector	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	9 CRESTRON 8" 2-Way In-Ceiling Speaker, White Textured	
	50 LIBERTY CABLE 14/2 Speaker Wire, Plenum, White	
	1 CRESTRON 10.1" Touch Screen, White Smooth	
	1 CARLON Old-Work Low Voltage Bracket, 2-gang	
	30 LIBERTY CABLE Category 6 Cable, 660mhz, Blue	
	1 CROWN 2 Channel, 600WPC Professional Power Amplifier	
	12 LIBERTY CABLE 22/4 Shielded Audio Wire	

* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

Page 4 of 14

Qty	Description	Price
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	1 DENON Professional Stereo Bluetooth Audio Receiver	
	2 C2G Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	
	1 GENERIC [OFE] - Projector, Owner Furnished Equipment (NEC NP-M352WS)	
	1 GENERIC Modular Adapter, DB9 Female to RJ45 Female	
	3 LIBERTY CABLE Category 5e Cable, 350mhz, Orange	
	1 GENERIC [OFE] - Equipment Rack, Owner Furnished Equipment (Lowell LDR-2724)	
	4 MA PRODUCTS 1 Space Fine Perforated Vent	
	1 MA PRODUCTS 2 Space Fine Perforated Vent	
	1 GENERIC [OFE] - Generic Projector Screen, Owner Furnished Equipment	
	50 LIBERTY CABLE Category 5e Cable, 350mhz, Orange	
	1 VUTEC 12V DC Auto Relay	












* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

Page 5 of 14

Qty	Description	Price
	1 MA PRODUCTS Panel for 7/14 AVIP Connector Plates, Fixed	
	1 CRESTRON HDMI® Interface Cable, 12ft	
	1 CRESTRON HDMI Interface Cable, 6ft	
	1 CRESTRON Computer VGA Interface Cable w/Mini-TRS Audio, 12ft	
	1 CRESTRON Computer VGA Interface Cable w/Mini-TRS Audio, 6ft	
	24 LIBERTY CABLE 22/2 Shielded Audio Wire, Gray	
	2 LIBERTY CABLE 3.5mm Stereo Audio Cable, 6ft.	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	1 WIREMOLD AVIP 15 Pin HD Female to Female, Single Opening	
	1 WIREMOLD AVIP HDMI Female to Female Barrel, Single Opening	
	2 WIREMOLD AVIP 3.5mm Stereo, Single Opening	

* Price Includes Accessories

Presented By: LAVA Systems
Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

2/2/2018
Page 6 of 14

Qty	Description	Price
	6 WIREMOLD AVIP Blank Plate, Single Opening	
	1 SHURE Wireless Lavalier Microphone System	
	1 C2G Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	1 MA PRODUCTS 1 Space Rackshelf for Half/Third Rack Components	
	1 SHURE Dual Channel Combo Wireless System, 2 Handheld	
	2 C2G Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	1 MA PRODUCTS 1 Space Rackshelf for Half/Third Rack Components	
	1 TASCAM Professional Blu-ray Player	
	2 C2G Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	
	1 CRESTRON HDMI Interface Cable, 3ft	





* Price Includes Accessories

Presented By: LAVA Systems





Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

2/2/2018

Page 7 of 14

Qty	Description	Price
	1 GENERIC Modular Adapter, DB9 Male to RJ45 Female	
	6 LIBERTY CABLE Category 5e Cable, 350mhz, Orange	
	6 LIBERTY CABLE Category 6 Cable, 660mhz, Blue	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	

Multipurpose Room B

	1 CRESTRON Cresnet Partition Sensor	
	100 CRESTRON Cresnet Control Cable, Teal	
	6 CRESTRON 8" 2-Way In-Ceiling Speaker, White Textured	
	50 LIBERTY CABLE 14/2 Speaker Wire, Plenum, White	

* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

Page 8 of 14

Qty	Description	Price
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Fitness Room

In the Fitness Room, the four speakers will be replaced as they are not adequate for the application. The speakers will be repositioned in the ceiling for even coverage of the room. The speaker wire will be replaced as it is undersized and not rated for in-wall use. The receiver will be replaced with a Digital Signal Processor/mixer to handle the audio. This DSP contains adjustments that will enable the microphone and music to perform their best in the room. Two wireless fitness headset microphones will replace the existing microphone. The CD player will be replaced with a unit that works with the control system and can display information on the touch panel. A professional Bluetooth audio receiver will be installed for mobile devices along with 3.5mm cable for those who prefer to plug their mobile device in. An in-wall touch panel will be installed in the front of the room to control the sources and the sound levels. Lastly, all of the equipment will be mounted in an equipment rack that will be relocated to the rear of the room. The rack will include lockable drawers to store the microphone and other accessories as well as a lockable door.

1 CRESTRON



3-Series Control System with infinET EX, 2 Serial, 5 IR, 2 Relays, and 2 GPIO

2 GENERIC



Modular Adapter, DB9 Female to RJ45 Female

100 LIBERTY CABLE



Category 6 Cable, 550mhz, Plenum, Blue

1 MA PRODUCTS



1 Space Rackshelf

1 CRESTRON



Power Conditioner and Surge Protector

1 MA PRODUCTS



'L' Shaped Lacing Bar, No Inset

4 CRESTRON



6.5" 2-Way In-Ceiling Speaker, White Textured

30 LIBERTY CABLE



16/2 Speaker Wire, Plenum, White













* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

Page 9 of 14

Qty	Description	Price
	1 CRESTRON 7" Touch Screen, White Smooth	
	1 CARLON Old-Work Low Voltage Bracket, 2-gang	
	100 LIBERTY CABLE Category 6 Cable, 550mhz, Plenum, Blue	
	1 DBX 6 Input, 4 Output Digital Zone Processor with Mixing	
	1 GENERIC Modular Adapter, DB9 Female to RJ45 Female	
	3 LIBERTY CABLE Category 5e Cable, 350mhz, Orange	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	1 DENON Professional Stereo Bluetooth Audio Receiver	
	2 C2G Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	
	1 JBL 1 Channel 300WPC Professional Amplifier, 70V/100V	
	3 LIBERTY CABLE 22/2 Shielded Audio Wire, Gray	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	












* Price Includes Accessories

Presented By: LAVA Systems

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

2/2/2018

Page 10 of 14

Qty	Description	Price
	1 LIBERTY CABLE Keystone compatible 3.5 jack TRS inserts	
	50 LIBERTY CABLE 22/2 Shielded Audio Wire, Gray	
	1 LIBERTY CABLE Keystone compatible 3.5 jack TRS inserts	
	1 LIBERTY CABLE Single Gang Keystone Plate, 1-port, White	
	2 TRIBUTARIES Series 2 Portable Y Cable, Male Stereo Mini-plug To 2 Male Rca, 1m	
	1 MA PRODUCTS 18 Space Equipment Rack	
	1 MA PRODUCTS 1 Space Flanged Aluminum Panel, Black Brushed Finish	
	1 MA PRODUCTS Caster Base For ERK Racks with 20" Depth	
	1 MA PRODUCTS 3 Space Rack Drawer, Black Brushed Finish, With Keylock	
	1 MA PRODUCTS 4 Space Rack Drawer, Black Brushed Finish, With Keylock	
	1 MA PRODUCTS 18 Space Rear Rail Kit For ERK	












* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

Page 11 of 14

Qty	Description	Price
	1 MA PRODUCTS 1 Space Rackshelf for Half/Third Rack Components	
	1 MA PRODUCTS Vented Front Door, 18 Space	
	1 MA PRODUCTS 2 Space Fine Perforated Vent	
	2 SHURE Wireless Fitness Headset Microphone System	
	1 C2G Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	
	1 MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	
	1 TASCAM Professional CD Player	
	1 GENERIC Modular Adapter, DB9 Male to RJ45 Female	
	6 LIBERTY CABLE RG23 Serial Digital Cable, Black	
	3 LIBERTY CABLE Category 5e Cable, 350mhz, Orange	
	4 LIBERTY CABLE RCA Connector for Single or Dual Shield RG23 Coax Cable	

* Price Includes Accessories

Presented By: LAVA Systems

Project: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video Systems

2/2/2018

Page 12 of 14

Qty	Description	Price
1	MA PRODUCTS 'L' Shaped Lacing Bar, No Inset	

* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington
Senior Center Audio Video Systems

Page 13 of 14

Grand Total: \$42,778.20

Client: Todd Slatin

Date

Contractor: LAVA Systems

Date

* Price Includes Accessories

Presented By: LAVA Systems

2/2/2018

Project: RFP #1-2018 Design and Installation of Lexington
Senior Center Audio Video Systems

Page 14 of 14

LAVA Systems
425 Curry Avenue
Lexington, KY 40508
Off: 859-721-0151
Fax: 859-721-0153



February 1, 2018

TO: LFUCG – Division of Central Purchasing
RE: RFP #1-2018 Design and Installation of Lexington Senior Center Audio Visual Systems
FROM: LAVA Systems

Dear Mr. Slatin,

Enclosed please find all the documentation as well as our Proposal for RFP #1-2018. We look forward to hearing the results of the bid selection, and if selected, executing the project to the full extent of this RFP.

Sincerely,

Mark Ferrito
CTO/Partner
LAVA Systems

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #1-2018

Date: January 22, 2018

Subject: Design and Installation Services for Lexington Senior Center
Audio Visual System Upgrade

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. The system does not currently have automatic sensing of the operable partition's position.
2. Bingo activities occur in a combined-room scenario.
3. The secondary podium (dark wood) is not considered part of the A/V system.
4. The projector image clarity is satisfactory, but image brightness could be improved.
5. Users experience sound clarity and volume issues in both considered spaces.
6. No internal review has been performed to confirm speaker functionality in either considered space.
7. Speaker repair/replacement/adjustment shall eliminate the possibility of feedback as much as practicable.
8. See attached plans and section drawings.
9. See attached current equipment list for the Senior Center.



10. See attached pre-RFP conference sign-in sheet.

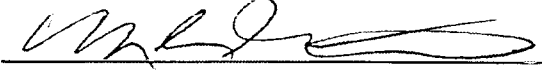


Todd Slatin, Director
Division of Central Purchasing

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: LAVA SYSTEMS

ADDRESS: 425 CURRY AVENUE, LEXINGTON KY

SIGNATURE OF BIDDER: 



WORKFORCE ANALYSIS FORM

Name of Organization: LAVA SYSTEMS

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		2															
Superintendents																	
Supervisors																	
Foremen																	
Technicians		2	1														
Protective Service																	
Para-																	
Office/Clerical									1								
Skilled Craft																	
Service/Maintenan																	
Total:																	

Prepared by: MARK FERRITO CTO Date: 2, 1, 2018

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

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

1. His/her name is MARK FERRITO and he/she is the individual submitting the proposal or is the authorized representative of LAVA SYSTEMS, 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.

Mark Ferrito

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Mark Ferrito on this the 1st day
of February, 2018

My Commission expires: Sept. 9th, 2020

564623

Lerridon O. Walls

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:

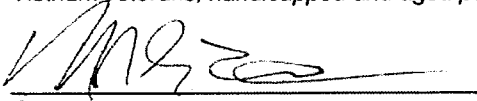
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.

A handwritten signature in black ink, appearing to be 'M. G. ...', written over a horizontal line.

Signature

LAVA SYSTEMS

Name of Business

**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: LAVA SYSTEMS

Complete Address: 425 CURRY AVENUE, LEXINGTON, KY 40508
Street City Zip

Contact Name: MARK FERRITO Title: CTO

Telephone Number: 859-721-0151 Fax Number: 859-721-0153

Email address: MARK@WANTLAVA.COM

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

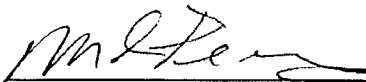
B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

2/1/2018

Date

About LAVA Systems

LAVA Systems is a full-service residential and commercial custom electronics design and integration company serving Central Kentucky including Lexington, Bourbon County and the surrounding areas. Our smart home automation solutions make your home safe, elegant, fun and easy to use. Businesses experience increased productivity, enhanced environments for employees and customers, and simple control with commercial audio/video and automation. Our team is comprised of world-class experts in every field whose number one priority is to provide the best products and services to our clients.

Founded in 2004, Lexington Audio Video Advantage focused on mid-to-high end installations. As time progressed the company began receiving requests for commercial and enterprise installations along with requests that encompassed products other than your typical audio and video components. In 2011, we shortened our name and rebranded to LAVA Systems to represent a more expansive range of solutions.

LAVA employs a wide range of talent with a combined 80 years of experience. We hold industry certifications with AVIXA/CTS and CEDIA along with numerous manufacturer certifications including Crestron, Microsoft, and Cisco. We have employees with backgrounds in live sound engineering, national and international sales and installation, product engineering and development, and industry education.

LAVA is a full-service company, performing all functions of an installation with its own employees. It is a rare occurrence that we involve sub-contractors in our projects. This means we have 100% control and accountability for every project we do. In doing so, we can guarantee the best end result and satisfied clients.

LAVA's facility is setup in a such a way that we are able to do a large amount of project work before even setting foot on-site. Our tech area is a space where we can build equipment racks, install equipment, and make wiring connections. We can connect to a range of speakers or displays to perform testing and troubleshooting. This also allows us to perform much of the programming in-house as well work out any bugs. By the time we arrive on-site, we have a mostly functioning system which allows us to be more efficient in our installation and reduces the amount of time we spend on-site.

Recent Project Experience

Kentucky League of Cities – Lexington

The KLC office building located in downtown Lexington had an existing AV system that was outdated and problematic. LAVA Systems provided integrated presentation systems in three meeting spaces and two classrooms across three floors. Each room features a Creston presentation switcher that handles all of the video and audio switching as well as control of all devices. Each room has a different assortment of devices, however the user interfaces are designed in such a way that every room is controlled the same. Any user can walk into a room and immediately know how to turn the system on and select the source they want to use. In addition to the AV system, LAVA also overhauled the building access control system consisting of badge access to 27 doors throughout the eight story building.

The installation was completed over a three week period while accommodating the company's meeting schedule. The installation was scheduled in such a way that no room was unusable for more than 2 days.

Nick Harpe
Director of IT
859-977-3798

CycleYOU

CycleYOU is a cycling gym located in Lexington. The gym features several studios which offer a range of workouts. In the main cycling studio, LAVA Systems provided a sound system that outputs music at nightclub levels. Several different types of speakers are installed that serve different functions. There are speakers for music and speakers for vocals. The speakers are managed by a digital signal processor allowing the sound characteristics to be custom tuned for the application. The class instructors use fitness rated wireless microphones to talk to the class. LAVA also outfitted two other rooms with similar features, background music throughout the facility, building security and surveillance, and network and phone infrastructure.

The installation was completed in less than one week as CycleYOU transitioned from an old location to the current location.

Noelle Dick
Owner
859-455-3384

Tarter Farm and Ranch

Tarter Farm and Ranch, located in Dunnville, is a manufacturer of ranch equipment, gates, and machinery. They have multiple buildings across several cities. LAVA has performed installations in a number of their buildings, but most recently the newly constructed HR and Training Building. The building features a training room that is configurable based on whether or not airwalls are opened or closed. With all the airwalls closed, the room acts as three separate classrooms. Each "classroom" has the same exact functionality and all three can be used at the same time. Presenters can plug a laptop into a wallplate and present on an 80" touchscreen display. The displays allow the presenter to annotate on top of their presentation or act as a digital whiteboard. Each room has a lapel microphone for the presenter. Each room also has tabletop microphones that allow the room to be used for teleconferencing. For larger classes, an airwall can be opened and two rooms automatically combine.

The two 80" displays show the same presentation, and all the speakers play the presenter's microphone. For large presentations, both airwalls can be opened. In this case a projection screen drops out of the ceiling to display the presentation along with the three 80" displays. All of the speakers play the same thing. In addition to the training room, LAVA also provided digital signage and background music throughout the building.

The installation was completed in three distinct phases across several months, with the final phase finishing a day early.

Travis Cox

VP

1-800-733-4283

APPENDIX A – REQUIRED FORMS

Design Team experience:

	Location	Budget	# of Components	Year
1.	EOP Architects	\$1 22,000	89	2017
2.	Galvinis	\$1 73,000	342	2017
3.	Tarter - HQ	\$1 67,000	560	2013
4.	Tarter - HR	\$1 164,000	366	2017
5.	KLC - Lexington	\$1 97,000	165	2016
6.	KLC - Frankfort	\$1 11,000	31	2017
7.	Cycle You	\$1 15,000	62	2017
8.	Green Lantern Farm	\$1 36,000	191	2017
9.	Dixiana	\$1 63,000	361	2016
10.	Buffelo Trace	\$1 108,000	263	2016

Personnel Experience			
Name	Title	Experience	Project Role
Cooper Stofer	CEO	18 years	Sales/Design
Mark Ferrito	CTO	19 years	Design/Programming
Toby Gaglio	GM	18 years	Project Manager/Installer
David Greg	Senior Tech	18 years	Lead Installer

Pick List

RFP #1-2018 Design and Installation of Lexington Senior Center Audio Video

Modified: 2/1/2018

Revision: 0

LAVA Systems
Systems

195 Life Lane
Lexington, KY 40502

Model	Description	Part Number	QTY
AKG			
CGN99CL	Cardiod Condensor Gooseneck Microphone, 20in	1550276	1
APPLE			
A1538-128-SG	iPad Mini 4, 128GB, Space Gray		1
C2G			
40059	Pro-Audio XLR Male to XLR Female Patch Cable, 6ft.	40059	11
CARLON			
SC200RR	Old-Work Low Voltage Bracket, 2-gang		2
CRESTRON			
APP-IPAD	Crestron for iPad Mobile App (Requires an in-app purchase of \$99.99. Purchase must be made through user's iTunes account and is not included in this Proposal. Proposal includes required programming fee.)		1
CBL-HD-12	HDMI® Interface Cable, 12ft		1
CBL-HD-3	HDMI Interface Cable, 3ft	6503564	4
CBL-HD-6	HDMI Interface Cable, 6ft	6503565	2
CBL-VGA-AUD-12	Computer VGA Interface Cable w/Mini-TRS Audio, 12ft		1
CBL-VGA-AUD-3	Computer VGA Interface Cable w/Mini-TRS Audio, 3ft	6503496	1
CBL-VGA-AUD-6	Computer VGA Interface Cable w/Mini-TRS Audio, 6ft	6503498	2
CRESNET-NP	Cresnet Control Cable, Teal		100
DM-CBL-ULTRA-NP	DigitalMedia Ultra Cable		100
DM-CONN	Connector for DigitalMedia and DigitalMedia Ultra Cable		4
DMPS3-4K-200-C	3-Series 4K DigitalMedia Presentation System	6507539	1
DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+ Receiver & Room Controller w/Scaler	DM-RMC-4K-SCALER-C	1
DM-TX-201-C	DigitalMedia 8G+ Transmitter	DM-TX-201-C	1
GLS-PART-CN	Cresnet Partition Sensor	6507062	1
HD-SCALER-VGA-E	High-Definition Video Scaler, VGA In, HDMI Out	6507571	1
MC3	3-Series Control System with infiNET EX, 2 Serial, 5 IR, 2 Relays, and 2 GPIO	MC3	1
PC-100	Power Conditioner and Surge Protector	6507242	2
PW-4830DUS	150W PoDM Power Pack for DMPS3-4K		1
SAROS_IC6T-W-T-EACH	6.5" 2-Way In-Ceiling Speaker, White Textured	6507531	4
SAROS_IC8T-W-T-EACH	8" 2-Way In-Ceiling Speaker, White Textured	6507533	15
TSW-1060-W-S	10.1" Touch Screen, White Smooth	6507652	1
TSW-760-W-S	7" Touch Screen, White Smooth	6507650	1
CROWN			
CDI 2 600	2 Channel, 600WPC Professional Power Amplifier	GCDI2x600-U-US	1

DBX

640M	6 Input, 4 Output Digital Zone Processor with Mixing		1
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DENON

DN-200BR	Professional Stereo Bluetooth Audio Receiver	3480003	2
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GENERIC

DB9F-RJ45F-1152	Modular Adapter, DB9 Female to RJ45 Female	1152	6
DB9M-RJ45F-1151	Modular Adapter, DB9 Male to RJ45 Female	1151	2

IPOINT

AM.2 SLEEVE BLACK	LaunchPort Sleeve for iPad Mini, iPad Mini 2, and iPad Mini 3, Black	70304	1
BASESTATION-BLACK	LaunchPort Tabletop Charging Station, Black	70158	1

JBL

CSA-1300Z	1 Channel 300WPC Professional Amplifier, 70V/100V		1
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LIBERTY CABLE

14-2C-TTP-WHT	14/2 Speaker Wire, Plenum, White		750
16-2C-TTP-WHT	16/2 Speaker Wire, Plenum, White		120
22-2C-SH-GRY	22/2 Shielded Audio Wire, Gray		77
22-2P-INDSH-GRY	22/4 Shielded Audio Wire		12
23-MINI-SD-BLK	RG23 Serial Digital Cable, Black		6
24-4P-L5-EN-ORG-BX	Category 5e Cable, 350mhz, Orange		65
24-4P-L6-EN-BLU	Category 6 Cable, 660mhz, Blue		42
24-4P-P-L6-EN-BLU	Category 6 Cable, 550mhz, Plenum, Blue		200
CM-RGB23-RCA	RCA Connector for Single or Dual Shield RG23 COAX Cable		4
E-3.5SM-M-6	3.5mm Stereo Audio Cable, 6ft.		2
ISK-35S-WH	Keystone compatible 3.5 jack TRS inserts	ISK-35S-WH	2
WP-N1-WH	Single Gang Keystone Plate, 1-port, White		1

MA PRODUCTS

AVIP-FK1	Panel for 7/14 AVIP Connector Plates, Fixed		1
BL1	1 Space Flanged Aluminum Panel, Black Brushed Finish		1
CBS-ERK-20	Caster Base For ERK Racks With 20" Depth		1
D3LK	3 Space Rack Drawer, Black Brushed Finish, With Keylock		1
D4LK	4 Space Rack Drawer, Black Brushed Finish, With Keylock		1
ERK-1820	18 Space Equipment Rack		1
ERK-RR18	18 Space Rear Rail Kit For ERK		1
L5-SHOC-XLR-S	Shockmount XLR Microphone Holder for Lecterns		1
LBP-1A	'I' Shaped Lacing Bar, No Inset		14
U1	1 Space Rackshelf		1
UTR1	1 Space Rackshelf for Half/Third Rack Components		3
VFD-18	Vented Front Door, 18 Space		1
VTF1	1 Space Fine Perforated Vent		4
VTF2	2 Space Fine Perforated Vent		2

SHURE

Pick List

BLX14CVLH10	Wireless Lavalier Microphone System	1078168	1
BLX14SM31H9	Wireless Fitness Headset Microphone System		2
BLX288PG58J10	Dual Channel Combo Wireless System, 2 Handheld		1

TASCAM

BD-01U	Professional Blu-ray Player		1
CD-500	Professional CD Player		1

TRIBUTARIES

2YP-010	Series 2 Portable Y Cable, Male Stereo Mini-plug To 2 Male Rca, 1m		2
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VUTEC

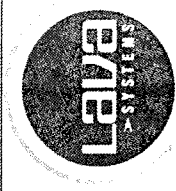
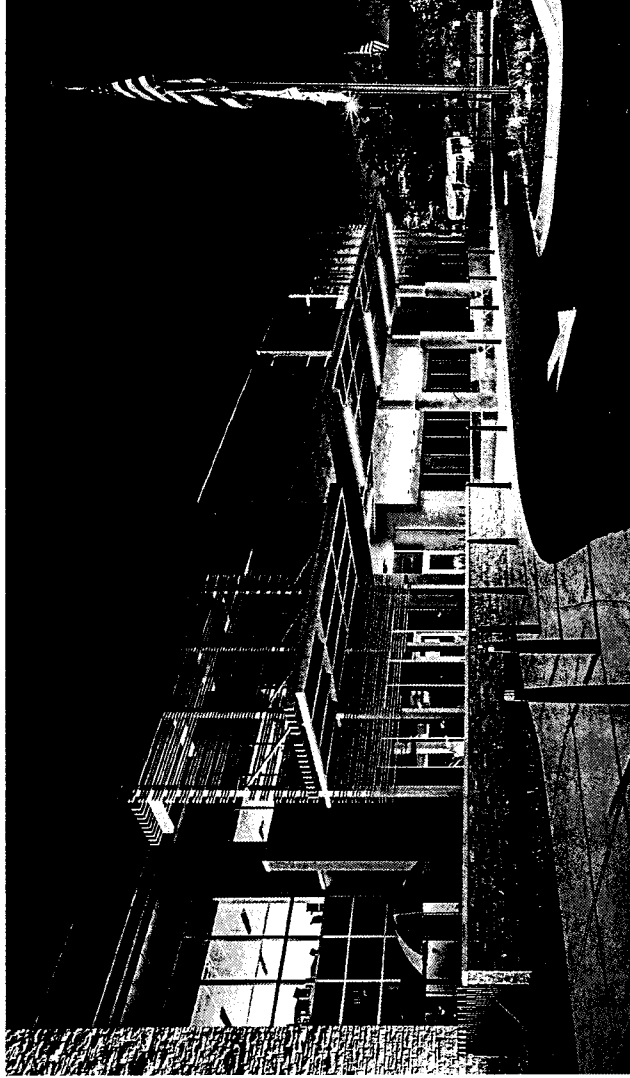
01-R12V-U	12v DC Auto Relay		1
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WIREMOLD

AV1000BK	AVIP 15 Pin HD Female to Female, Single Opening		1
AV3000BK	AVIP HDMI Female to Female Barrel, Single Opening		1
AV7004BK	AVIP 3.5mm Stereo, Single Opening		2
AV9003BK	AVIP Blank Plate, Single Opening		6

Lexington Senior Center

AV System Repairs and Upgrades



LAVA Systems
425 Curry Avenue
Lexington, KY 40508
859-721-0151
859-721-0153

Created 2/1/2018
Modified 2/1/2018
Printed 2/1/2018

RFP #1-2018 Design and
Installation of Lexington
Senior Center Audio Video
Systems
Todd Slatin
195 Life Lane
Lexington, KY 40502

Cover



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UI Examples

Connect your laptop to the 'PC IN' port of the plate on the lectern.
If your presentation requires audio, make sure the headphone output of your laptop is connected to the 'AUDIO IN' port of the plate.

Lectern Mic Laptop

00

Sources

Levels

Screen

Screen

Off

Lectern Laptop VGA

Track 888 Time 88:88:88

Previous Rewind Stop Play Pause Fast Forward Next

00

Sources

Levels

Screen

Screen

Off

CD Player

Choose a source:

Lectern Rack

Laptop VGA Laptop HDMI Bluetooth Aux Input

Laptop VGA Laptop HDMI Blu-ray CD Player

Choose a task:

Give a Speech Play Bingo Watch a Movie

00

Sources

Levels

Screen

Screen

Off

Start Screen

Lectern Handheld 1 Handheld 2

Lapel Handheld 1 Handheld 2

00

Sources

Levels

Screen

Screen

Off

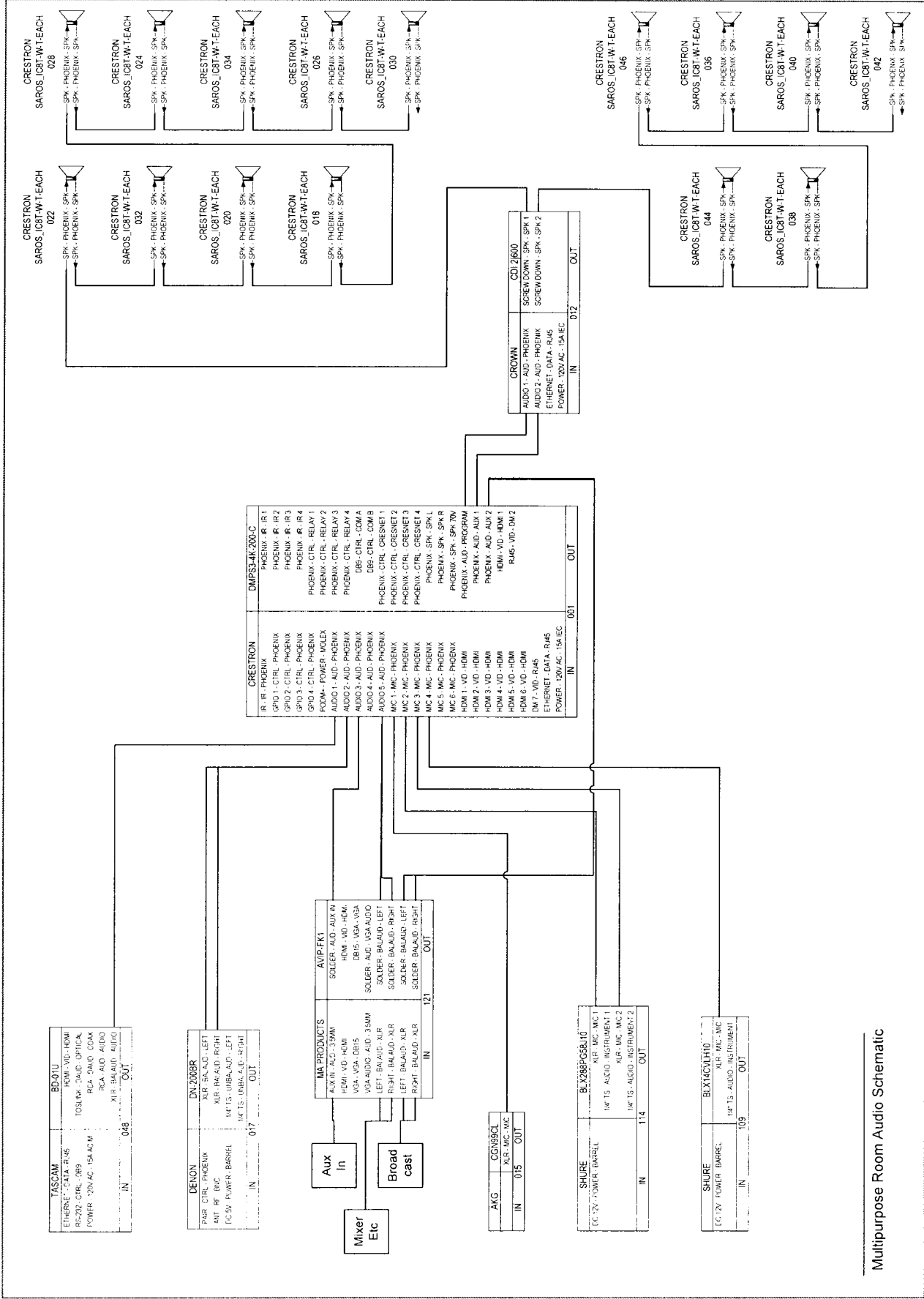
Give a Speech



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Audio Schematic
3



Multipurpose Room Audio Schematic

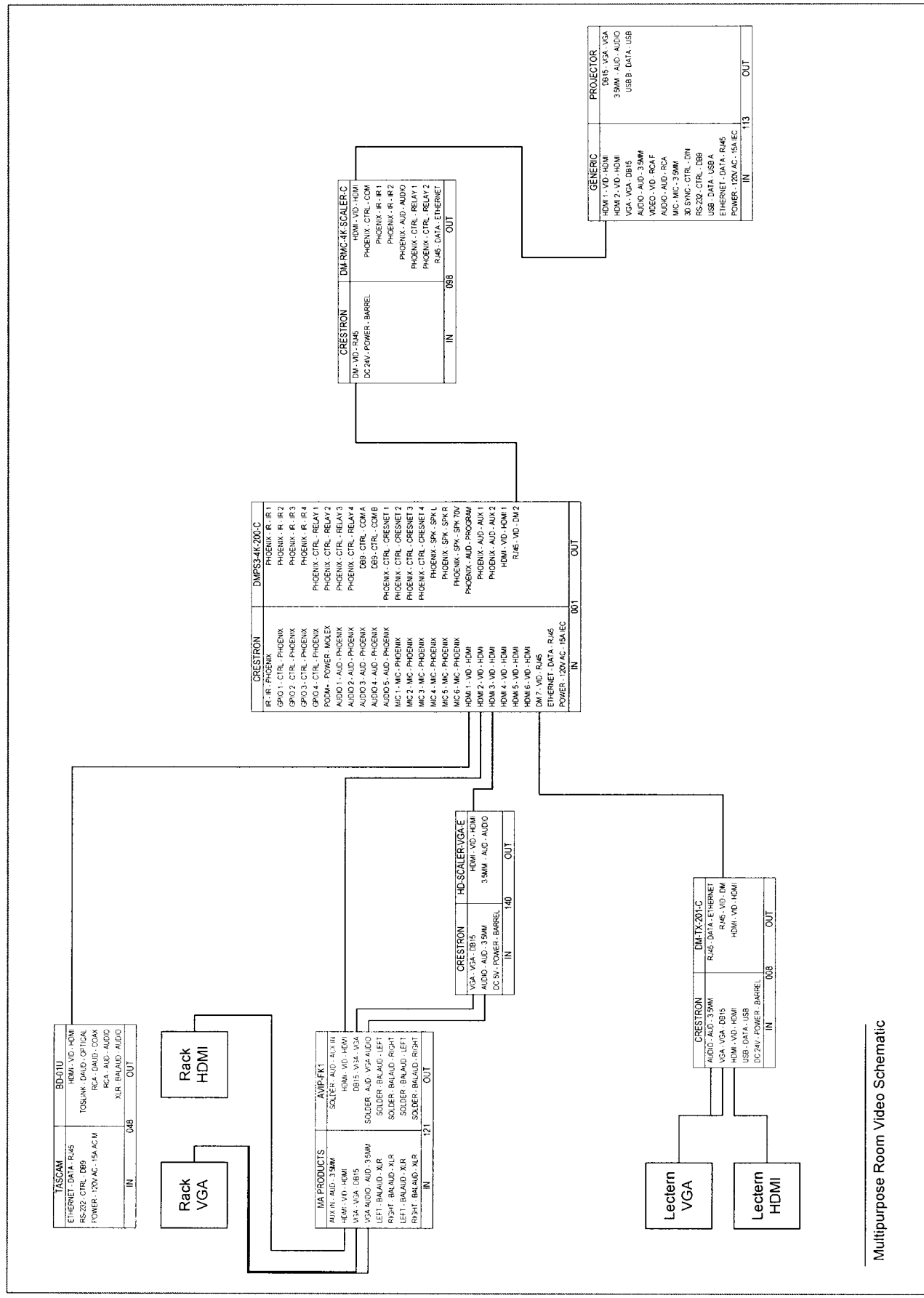


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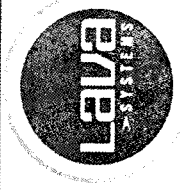
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Video Schematic



Multipurpose Room Video Schematic

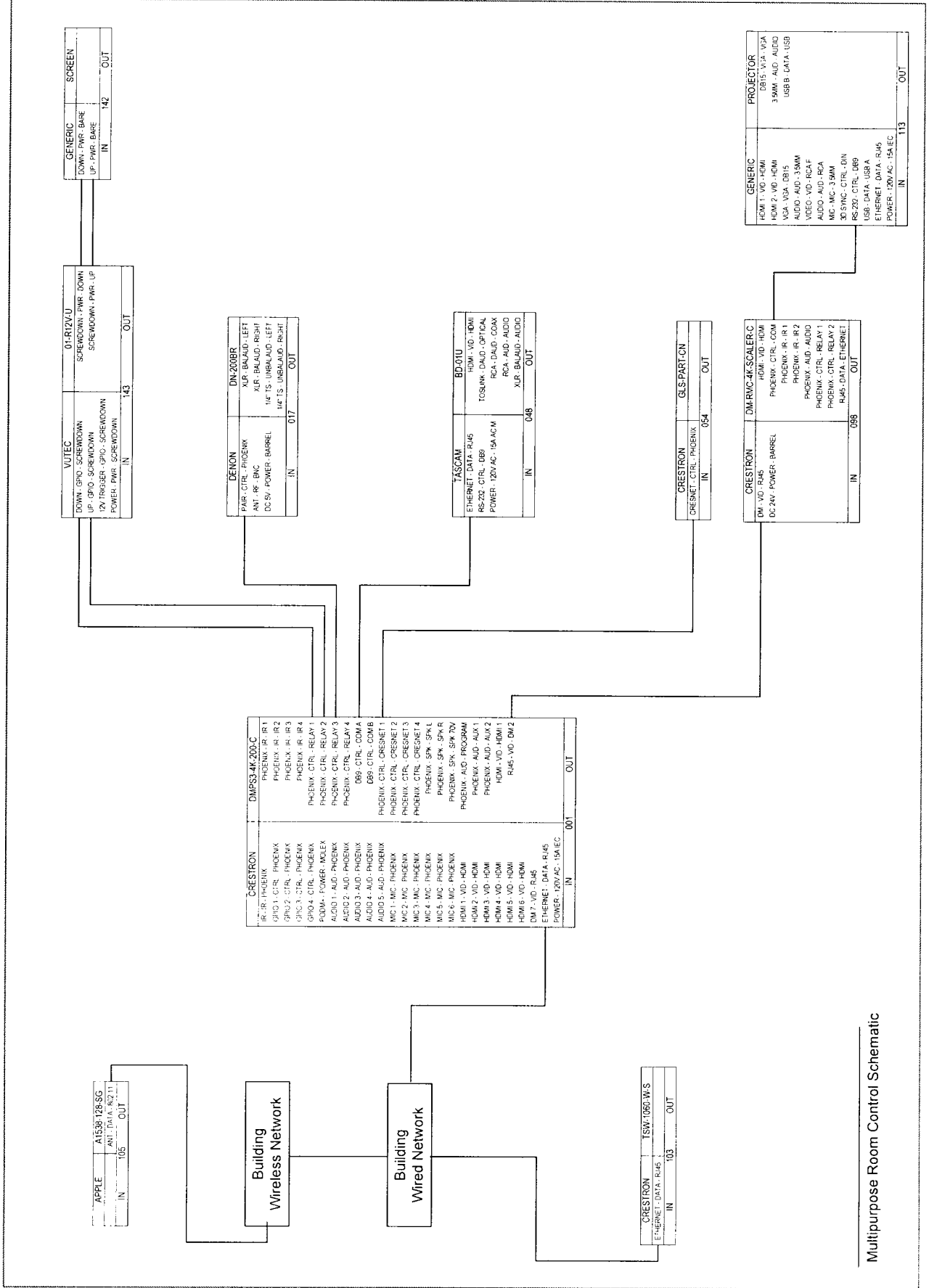


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Control Schematic



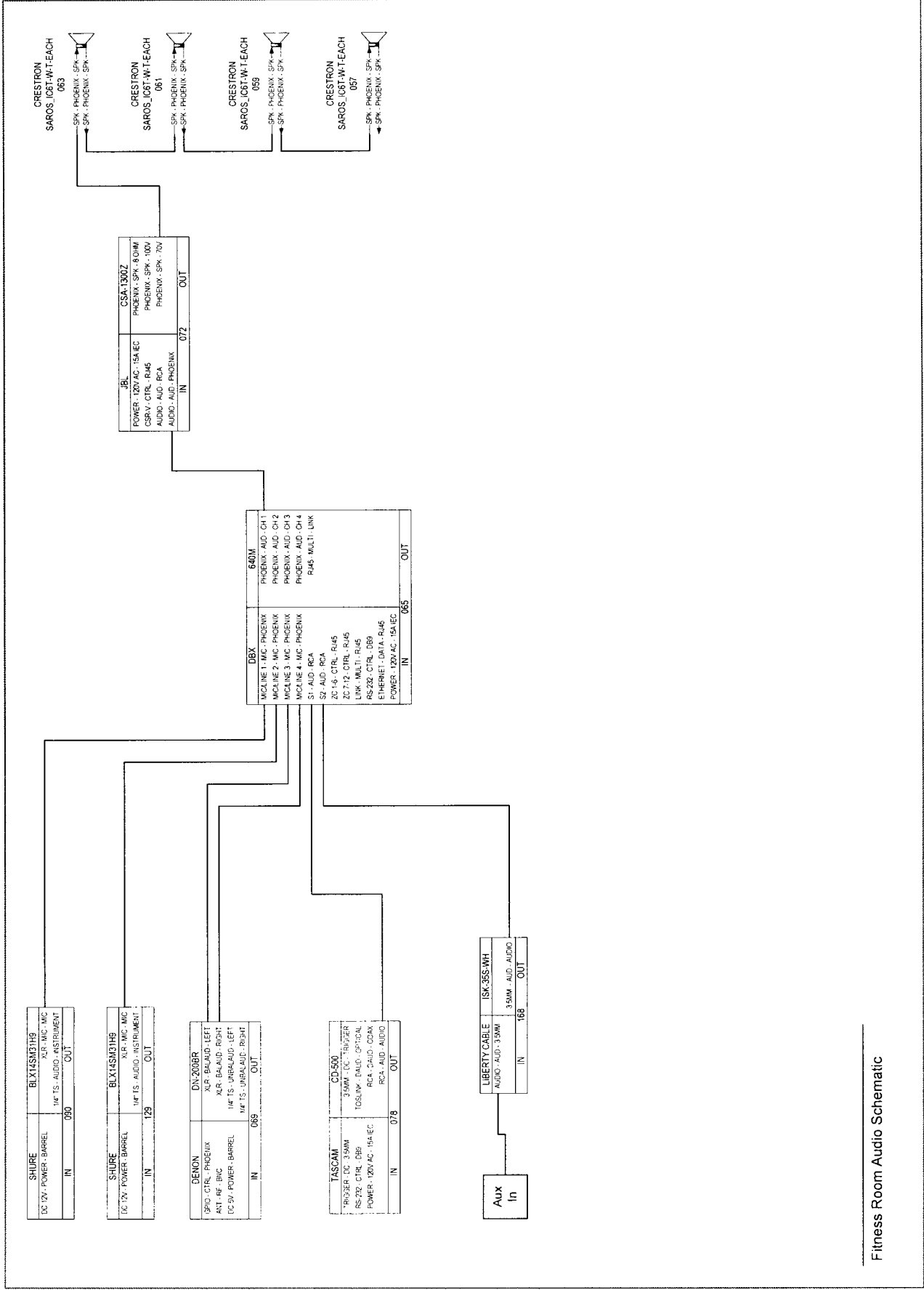


LAVA Systems
 425 Curry Avenue
 Lexington, KY 40508
 859-721-0151
 859-721-0153

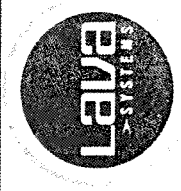
Created 2/1/2018
 Modified 2/1/2018
 Printed 2/1/2018

RFP #1-2018 Design and
 Installation of Lexington
 Senior Center Audio Video
 Systems
 Todd Slatin
 195 Life Lane
 Lexington, KY 40502

FR - Audio Schematic



Fitness Room Audio Schematic

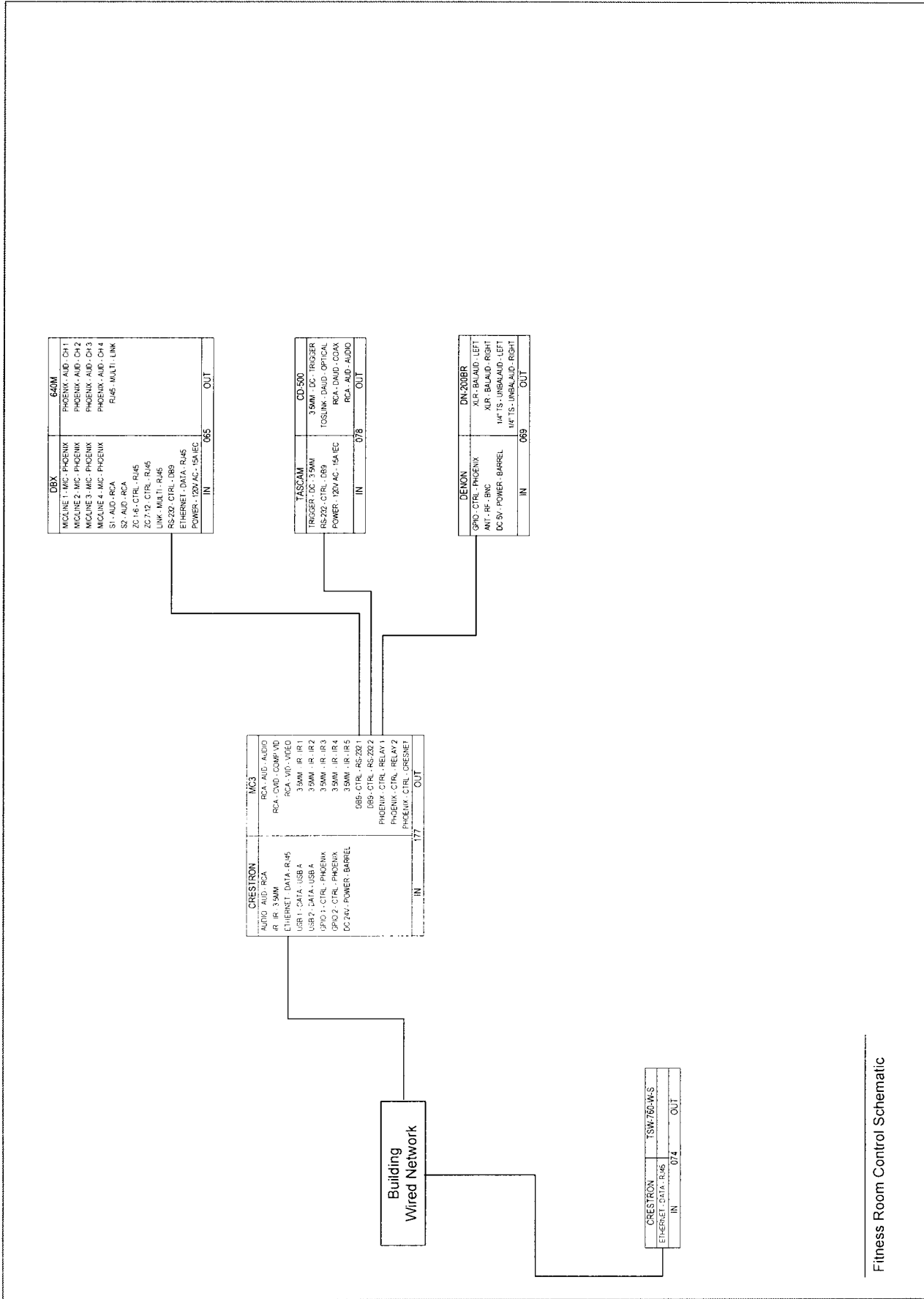


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FR - Control Schematic



Fitness Room Control Schematic

Manufacturer	Warranty
AKG	1 Year
Apple	1 Year (Limited)
C2G	15 Year (Limited)
Carlson	N/A
Crestron	3 Year (5 Year with Certification)
Crown	3 Year
DBX	2 Year
Denon Pro	1 Year
iPort	1 Year
JBL	1 Year
Liberty Cable	2 Year
Middle Atlantic	Lifetime
Shure	2 Year
Tascam	1 Year
Tributaries	3 Year
Vutec	1 Year
Wiremold	1 Year

Questions:

1. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or paid liquidated damages?

Yes _____ No X If yes, please explain:

2. Has the company, any principal, any parent company or subsidiary ever been denied a surety bond?

Yes _____ No X If yes, please explain:

3. Have any of the principals ever had a claim made against them by their bonding company or had the bonding company threaten to bring a claim?

Yes _____ No X If yes, please explain:

4. Has your firm ever been named in a lawsuit by any local, state, or federal government or other public entity for civil fraud, violation of any false claims act or related statute or any other tort claim?

Yes _____ No X If yes, please explain:

5. Has your organization ever engaged in litigation against a city, county state or other municipality?

Yes _____ No X If yes, please identify the lawsuit.



MEMORANDUM

TO: Mayor Jim Gray
Urban County CouncilFROM: 
Sally Hamilton, Acting Commissioner of General Services

DATE: February 14, 2018

SUBJECT: Request Council Authorization to Approve a Consultant Services Agreement for the Design and Installation of Lexington Senior Center Audio Visual Systems Upgrade with Lava Systems in the amount of \$42,778.20.

Authorization to approve a Consultant Services Agreement between the Department of General Services, on behalf of the Department of Social Services, and Lava Systems for the Design and Installation of the Lexington Senior Center Audio Visual Systems Upgrade. This work was competitively bid under RFP #1-2018. Only one proposal was received.

This upgrade is needed because the audio visual systems installed during construction did not take into account the complexity of operations needed for additional programming in the new center. These upgrades will match the programming requirements for the Multi-Purpose Room and the Group Fitness Room.

The cost for the current FY17 is: \$42,778.20

There is no cost for a future fiscal year.

Funds are fully budgeted in the following account:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUDGET REF	AMOUNT
2600	606101	6001	90511	SR_CITZN2_2015	2015	\$42,778.20

File Number: 0187-18

Commissioner: Chris Ford, Commissioner of Social Services
Kristina Stambaugh, Director of Aging and Disability Services

