

LEXINGTON

RFP-19-2023 Addendum 1
The W-T Group, LLC
Supplier Response

Event Information

Number: RFP-19-2023 Addendum 1
Title: ADA Transition Plan
Type: Request For Proposal
Issue Date: 3/27/2023
Deadline: 4/24/2023 02:00 PM (ET)
Notes: Please attach response in one pdf.

Contact Information

Contact: Sondra Stone
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Government Center Building
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Lexington, KY 40507
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Fax: (859) 2583322
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The W-T Group, LLC Information

Contact: John McGovern
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Hoffman Estates, IL 60192
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Email: jmcgovern@wtgroup.com
Web Address: www.wtengineering.com

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

John N McGovern

Signature

Submitted at 4/24/2023 12:22:20 PM (ET)

jmcgovern@wtgroup.com

Email

Response Attachments

LFUCG ADA INITIATIVE INTEGRATED RESPONSE 202301.pdf

This document is our 15 page response plus all completed appendices, in regard to RFP #19-2023.



ADDENDUM #1

RFP Number: #19-2023

Date: March 29, 2023

Subject: ADA Transition Plan

**Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov**

TO ALL PROSPECTIVE SUBMITTERS:

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

1. See attached CAO Policy No. 41 – LFUCG ADA Transition Plan.
2. The Consultant will not be required to perform a site visit inspection of all LFUCG facilities. However, a summary overview of LFUCG facility footprint is listed below:
 - a. Downtown Government Center Campus
 - b. Downtown Judicial Courthouse Complex
 - c. 3 Police Roll Call Stations & Police Training Academy
 - d. 24 Fire Stations & Fire Training Academy
 - e. Fayette County Detention Center
 - f. Public Safety Operations Center
 - g. Social Services Campus - Family Care Center and Audrey Grievous Center
 - h. Lexington Senior Center, Charles Young Center, Black & Williams Center
 - i. 105 Parks and Open Greenspaces (4,500 acres)
 - j. Walking and Cycle Trail System -- 70 miles
 - k. 6 Aquatic Centers
 - l. 5 Public Golf Courses
 - m. 5 Community Centers



- n. 3 Nature Reserve Areas
- o. 2 Cultural Arts Centers
- p. 2 Theatres – Kentucky and Lyric
- q. 4 Historic Buildings – Bell House, Morton House, Loudon House, Carnegie Center
- r. Facilities Maintenance, Fleet Services and Public Work Operations (scattered sites)



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: The W-T Group, LLC

ADDRESS: 2675 Pratum Ave., Hoffman Estates IL 60192

SIGNATURE OF BIDDER: JNM John N. McBover

4/24/23



AMERICAN RESCUE PLAN ACT

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

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

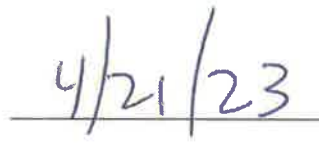
17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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


Signature


Date



Engineering • Design • Consulting

April 24, 2023

Sondra Stone
Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: RESPONSE BY THE W-T GROUP, LLC TO LFUCG RFP 19-2023

INTRODUCTION

The WT Group, LLC (WTG) Accessibility Practice provides this proposal in response to the Lexington-Fayette Urban County Government (LFUCG), seeking assistance in preparing an update of the Americans with Disabilities Act (ADA) Transition Plan. In this proposal, we describe our firm, our experience, our approach to the scope of service, and our team and qualifications. We also discuss our capacity and the costs for the project. We formed in 2008 for exactly this scope of service, and have since served more than 500 entities.

We note here at the start of our response that the LFUCG December 30, 2023 deliverable date is not attainable for 158 sites and 70 miles of trails. We elaborate elsewhere in our response.

OUR FIRM

Our corporate status has evolved to meet the needs of state and local governments in every state. W-T Engineering formed in 1971, and in 2008, formed the Accessibility Practice. The Accessibility Practice addresses ADA compliance efforts by state and local governments. All of the W-T companies rebranded in 2016 to The W-T Group. This year brought another change in the form of a partnership with draftPros, LLC, a nationally certified Minority Business Enterprise (MBE). This merger of two complementary professional service providers makes us one of the 300 largest engineering firms in the country.

The WT Group (WTG) has provided professional services to cities and counties for more than 50 years. A full service firm, our access, architecture, and engineering consulting is valued nationwide. Our professional licenses span all of the 50 states. WTG clients include cities, counties, school districts, park districts, colleges and universities, businesses, states, property developers, owners, nonprofits, faith-based entities, and homeowners.

Our Practice Areas work together for our clients. Practice Areas include Accessibility, Architecture, Civil Engineering, Construction, Electrical Engineering, Land Surveying, Mechanical Engineering, Plumbing Engineering, Structural Engineering, and a strong presence in the rapidly changing Telecommunications Engineering world.

Our Accessibility Practice has one focus: the requirements of the title II regulation issued by the US Department of Justice (DOJ) to implement the ADA. In 2022, we served cities and counties in 18 states, conducting access audits and developing transition plans. Many of our city and county clients have retained us more than once. Transition plan updates, plan review, staff training, dispute resolution, and expert advice are the most common reasons we return to a former client.





For the LFUCG project, only the Accessibility Practice will be involved. All of the other Practices are available though, if design of a solution becomes a part of the scope.

OUR KNOWLEDGE AND EXPERIENCE

The WTG Accessibility Practice

Cities and counties know us as uniquely qualified access experts. We review below some of our unusual experience.

Our Familiarity and Experience with the 2010 Standards

We have superior knowledge here. The Accessibility Practice lead represented the National Recreation and Park Association (NRPA) on every one of the three US Access Board federal advisory committees that developed the recreation content of the 2010 Standards, and he chaired the first committee. Being the only person to serve on all three committees, he has a great understanding of both *what* was made the requirement and *why* it was made so.

As a consultant, WTG has interpreted the Standards for more than 500 local government clients since 2008. Our staff are sought after speakers at conferences both state and national, regarding the application of the Standards to city and county infrastructure.

Shelley Zuniga, our Senior Project Manager, holds the Certified Access Specialist (CASP) credential and is a Certified ADA Coordinator. Tanya Scheibe, a Project Manager, holds the Registered Accessibility Specialist (RAS) credential. Project Manager Tatum Storey holds the Certified ADA Coordinator credential. All three know the 2010 Standards very well.

Finally, as consultants since 2008, we have recommended millions of retrofits regarding libraries, courts, jails, parking, public right-of-way, playgrounds, fire stations, sports fields and courts, stadia, picnic areas, boating access, fishing, pools, shelters, and more. There is not an asset the LFUCG has that we have not evaluated thousands of times before.

Our Familiarity with the Title II Regulation

Yes, a transition plan is about removing built environment barriers to LFUCG sites. More so than design though, a transition plan is about the title II regulation published by US DOJ. We know title II well, and on a daily basis we answer questions from governments across the country. Some ask simple title II questions, and some ask difficult questions, such as the interface between people with disabilities and high-risk programs like skate parks.

Our services match the scope of work in the RFP. There is not a single title II requirement we have not helped a title II entity address. Those include:

- Conducting 35.105 access audit of sites and facilities for a title II entity
- Conducting 35.105 audits of public facing policies for a title II entity
- Assisting a title II entity in preparing welcoming language for the 35.106 requirements
- Drafting a job description for the ADA Coordinator to meet the 35.107 requirements
- Drafting an internal solutions process for an entity to meet the 35.107 requirements
- Recommending new policies for a title II entity that meet the 35.130 mandates
- Applying the 35.150 program access test to title II entity programs, services, and facilities
- Auditing title II entity public right-of-way assets and recommending compliant retrofits
- Planning and facilitating public feedback opportunities in the development of a Transition Plan for a title II entity, per 35.150(d)



- Preparing a Transition Plan for a title II entity, with clear rationale for retrofit priorities and recommendations, for the several “grey areas”, per 35.150(d)
- Preparing plan review reports for new design and construction
- Conducting punch list walkthroughs and preparing reports regarding same
- Providing staff training about audits, policies, enforcement, facilities, inclusion, and other topics related to the ADA
- Auditing title II entity communication methods and recommending revisions as needed
- Assisting title II entities in resolving access or inclusion disputes
- Consulting to verify access retrofits required by US DOJ Settlement Agreements
- Assisting title II entities in evaluating websites to assure that communications are equally effective for people with and without disabilities
- Assisting title II entities in compliance with federal district court settlements, US DOJ settlements, or settlements with state access enforcement authorities
- Providing our staff, when entity staff are unavailable, to analyze requests for reasonable modifications, and recommending action regarding the request
- Identifying and evaluating commercially available “accessible” products

We emphasize our own title II training. Two of our staff are certified ADA Coordinators, and are well steeped in title II concepts. McGovern served as both a 504 Coordinator and an ADA Coordinator, while working in local government. He implemented title II on a daily basis. His law degree gives him a different perspective on the title II requirements as well.

We also emphasize our title II training of other local government staffs. In 2022, McGovern spoke in January in Illinois, February in Texas, March in New Jersey and Maryland, Florida in April, Florida again in May, Illinois again in July, Arizona twice in September, and again in Illinois this January of 2023. Finally, our practical experience flavors our title II knowledge. Of our six Accessibility Practice staff, four enjoyed successful careers for a variety of local governments.

Our Knowledge of the Program Access Test

This is an integral part of our skill set, and it greatly benefits LFUCG. Title II clearly says that not necessarily every existing facility must be accessible. Instead, the “programs” of LFUCG must be accessible. The term “program” is not well defined but we describe it as opportunities. LFUCG programs include, but are not limited to:

- Having lunch at a picnic table in a park;
- Using a sidewalk to get to a LFUCG facility;
- Playing soccer;
- Playing Pickleball;
- Being detained after an arrest;
- Registering for a class that requires a fee, and meets at certain days and times;
- Using a kayak and canoe launch;
- Fishing (whether anything is caught or not);
- Visiting someone lawfully detained;
- Playing golf;
- Using LFUCG emergency facilities and resources;
- Hiking on a LFUCG trail;
- Using bike paths;
- Using playgrounds;
- Making public comment at Board meetings;
- Using park restrooms, and more.



This unconventional approach to the term is helpful for LFUCG. Unfortunately, DOJ has been light on guidance or ratios for how many “program” locations must be accessible. Playgrounds are a good example. If a city has 21 playgrounds, is making one compliant enough? We think not. Should the city make all compliant? Again, we think not. In the lack of a DOJ ratio, we use our own formula, which is that the city should make a minimum of one-third of recurring or similar assets accessible.

Here, we would identify one-third of the LFUCG playgrounds that either are accessible or could be made accessible. We would recommend these be dispersed throughout LFUCG and included in the transition plan. As other playgrounds age out and are replaced, they must be treated as new construction and must be accessible. That results in LFUCG having more than one-of-three. This approach assures that LFUCG can make the “program” at issue accessible, and allows LFUCG time to match its resources to the mandate. This approach also has a positive fiscal impact, saving resources for application to other municipal purposes.

Does our one-of-three approach work? Yes, says DOJ several times (twice in DOJ settlement agreements), the Department of Interior, the Department of Education, federal District Courts in Wisconsin, Florida, and Illinois, and state enforcement agencies in Illinois and New Jersey.

Our Involvement with Enforcement Agencies

In discussing our knowledge of the program access test, we identified several enforcement agencies. We have either trained staff at those agencies, trained with enforcement staff at those agencies, served on advisory committees to those agencies, or worked with cities, counties, or other entities to meet the requirements of court orders or settlement agreements. We understand how the enforcement agencies view ADA compliance. Their goal is not punitive. Instead, their goal is to make title II entity facilities and parks accessible to and usable by all.

OUR TEAM AND CAPACITY

Our team includes a wide range of credentials and experience. We assign all six to the LFUCG project, along with a summer intern, and we identify each below.

The Project Director is John McGovern. He leads the WTG Accessibility Practice. His career experience includes more than 30 years in public parks and recreation, and fifteen years as a nationwide ADA consultant. While working in parks and recreation, he represented NRPA on the three federal advisory committees that developed content for the 2010 Standards for Accessible Design. In every one of the more than 500 WTG Accessibility Practice projects, he is the title II interpreter. He leads the community engagement process, and is the primary reporter to LFUCG leaders. A sought after trainer, he develops training content and provides the training itself.

The Project Manager is Shelley Zuniga. She is the Senior Project Manager in the WTG Accessibility Practice, and a Certified Access Specialist. A Certified ADA Coordinator, she brings great value to LFUCG. She has a great understanding of the accessibility code requirements. She will perform tasks she has implemented for many other cities and counties. She will plan and conduct access audits of existing facilities and sites. Post-audit, she will coordinate site reports, serve as quality control for audits, and with McGovern complete reporting to LFUCG leadership.

Tanya Scheibe joins the team. She is a Project Manager in the WTG Accessibility Practice, and a Registered Accessibility Specialist (RAS). Her architecture degree and decades of access experience brings great value to LFUCG. She has a great understanding of the accessibility code requirements. She will perform tasks she has implemented for many other cities and



counties. She will conduct access audits of existing facilities and sites. Post-audit, she will prepare site reports.

Tatum Storey joins the team. She is a Project Manager in the WTG Accessibility Practice, and a Certified ADA Coordinator. With her experience at the Job Accommodation Network (JAN), she brings great value to LFUCG and can balance the mandates and agency resources. She has a great understanding of the accessibility code requirements. She will perform tasks she has implemented for many other cities and counties. She will plan and conduct access audits of existing facilities and sites.

Aaron Hirthe is one of the WTG Accessibility Specialists. He is a Certified Parks and Recreation Professional (CPRP). He has served people with disabilities his entire career. He will lead audits and write site reports.

Also on the team is Laurel Heizelman. She is an Accessibility Specialist with WTG. She too has worked for cities all of her career, in Austin, TX and Raleigh, NC. She is a CPRP and CTRS. Her familiarity with parks and recreation makes her an asset to LFUCG. She will lead audits and write site reports.

Nicole Dudek is a summer intern in the Accessibility Practice. A University of Illinois student, she will learn our processes at several agencies, including LFUCG. She is never alone at a site, and we view her experience as a learning opportunity for her as she examines careers in which she can serve the public.

Other staff at WTG are available if needed. This includes architects, engineers, and more. If such a need arises, we will provide credentials to, and seek consent from, LFUCG before changing our team.

SCOPE OF SERVICE AND OUR APPROACH

Tasks

We see six specific Tasks to complete the work. We also suggest four alternates. Each is below, and we describe in detail how we approach and execute each Task or Alternate. The Tasks and Alternates are:

1. Project Management (includes identification of sites to be audited);
2. Conduct Access Audits of Parks and Facilities;
3. Prepare Site Reports;
4. Transition Plan and Cost References;
5. Community Engagement;
6. Preparation and Presentation of the Final Report; and
7. Value-Added (free!) Staff Training

Alternate1 is a review of LFUCG public facing policies, including a review of the process by which reasonable modifications are invited, analyzed, and fulfilled.



Alternate 2 is a review of the LFUCG website. Here, we identify areas of noncompliance with the Website Content Accessibility Guidelines.

Alternate 3 is report data in a GIS shapefile. We can do that, in concert with our Land Surveying Practice Area.

Alternate 4 is a staff training series. The topics will touch administrative staff, planners, program and facility staffs, and maintenance staffs.

Task 1 – Project Management

Regular communication is essential for a transition plan project. Towards that end, our Project Manager is Shelley Zuniga, the WTG Accessibility Practice Senior Project Manager and a Certified Access Specialist (CASP). She leads this effort, establishing schedules and agendas for regular monthly meetings. Meetings will occur in-person or by Zoom or a similar platform.

Meeting agendas will include a review of work the prior month, work planned for the next month, and address issues or questions that may arise during the month. She will also produce and distribute meeting notes to LFUCG staff. She will lead the meetings, but other WTG staff may attend. We ask that LFUCG have at least one staff on the project management team.

This task includes the identification of locations we will audit, as well as a description of the methodology for site audits and barrier removal.

Task 2 – Access Audits of Parks and Facilities

Task 2 is conducting access audits of LFUCG facilities and parks, based on the list provided to us by LFUCG. Zuniga leads our effort here. She will schedule audits for the sites. Our auditors are Scheibe, Storey, Heizelman, and Hirthe. We anticipate 14 weeks to complete all site audits.

We often conduct access audits alone, but at some sites, our staff may work together. We use a handheld smartphone app called BlueDAG for site audits. This cloud-based system incorporates federal and Kentucky requirements, and smart practices we recommend for cities and counties.

Our carefully designed checklists prompt experienced auditors regarding access requirements, who then gather metrics (slope, height, etc.) and enter observations in BlueDAG. We use simple tools: a 2' digital level, tape measure, door pressure gauge, and a GPS enabled smart phone. Auditors are experienced in applying federal and Kentucky requirements, and smart practices.

We make the audit process more efficient by using BlueDAG. The smartphone is easy to use and very portable. This system literally writes the site report as the audit occurs (more on site reports later in this proposal), and we can provide site reports with a range of information, as desired by LFUCG staff. Our objective here is to make the site reports clear and easy to understand. We document access deficits with a digital image.

As to schedule, we will prepare a schedule for the project once the work is awarded and we know the entire scope. Two factors could affect audits: weather and Covid-19. Although difficult to predict, we are hopeful neither will be an issue. If a schedule issue does arise, we will resolve it in our Project Management meetings. ***The RFP calls for a final report by December 30, 2023, and we think this is unattainable for 158 parks and facilities, and 70 miles of trails. For comparable projects, we have provided deliverables in 18 months. Please advise if schedule flexibility is an option for this project.***



We evaluate everything; we do not have digital eyeballs or feet. We will make spaces used by the public our highest priority for audits. We will also evaluate spaces used only by employees, and apply the “approach, enter, and exit” test in the 2010 Standards.

We typically start the audit process early in the day. Zuniga will prepare a proposed audit schedule and seek feedback from LFUCG staff as to times and proximity of sites. We understand the importance of your residents having unrestricted access to sites. Our auditors will not interfere with LFUCG functions. We see Addendum #1 as the current list of sites.

TRAILS: We do note a key concept here regarding some, but not all, outdoor recreation sites. It is clear that newly designed and constructed park assets such as boating and fishing areas, and some assets likely found in a city or county park such as playgrounds, sports fields and courts, and community gardens are subject to the federal final and enforceable 2010 Standards for Accessible Design. However, the federal government has not yet made a final and enforceable standard for trails, viewing areas, beaches, campsites, outdoor recreation access routes, and park furniture such as grills, owned and operated by a unit of state or local government.

Some states have tired of waiting for federal action here and have adopted guidance for those assets into their state codes. This is important: a state or local government site in Kentucky must adhere to the federal standard or state standard, whichever is more stringent. States that have so acted include Illinois and California, and Texas will the fall of 2023. New Jersey, Massachusetts, Colorado and other states adopted requirements for restrooms, parking, or playground surfaces that are more stringent than the federal requirements. Parks and facilities in those states must meet those state requirements.

This is also an issue at existing trails. We will audit existing trails against the highest federal level guidance, in the absence of a final and enforceable standard. In Illinois, California, and Texas, we will audit existing trails against the state access code requirements, and we suggest the same approach for LFUCG trails. The most important factor for state and local government trails though is the program access test. As noted elsewhere in this proposal, a state or local government “program” is best defined as an opportunity. Trails are exactly that, a program. As such, the program of trails must be accessible. Using the highest federal level guidance is both appropriate and good risk management.

The outdoor asset guidance is final and enforceable for federally owned and operated sites. It is inevitable that an updated version of the 2010 Standards will incorporate that guidance. Because of that, we recommend that LFUCG voluntarily adopt the pending guidance. This is also a risk management judgment LFUCG. Choosing not to use this guidance jeopardizes LFUCG when more states adopt the guidance, or when the federal government finally adopts the guidance.

Task 3 – Site Reports

Task 3 is the preparation of site reports after the audits. Zuniga, Storey, Hirthe, and Heizelman will lead our work here. McGovern is also involved.

These site reports note noncompliant elements. For those elements, we describe the deficit, recommend a retrofit, and then apply the program access test. This may result in an asset at a facility, or a facility itself, being left as is and inaccessible. The DOJ makes it clear that not necessarily every deficit must be removed. We do use DOJ guidance on unique, one-of-a-kind sites, as well as recurring sites or site assets.



The site reports will include digital images and a brief description of the deficit, and this assures that LFUCG staffs will know the precise location of the deficit. Our digital images and our site report language make clear where the deficit is at the site.

In site reports, we do incorporate the concepts of construction tolerance, technical infeasibility, safe harbor, and equivalent facilitation. As a result, site reports may describe a deficit, but recommend it be left as is if safe harbor applies, remediation is technically infeasible, the variance is within a construction tolerance, or the remediation is not necessary because of the program access test.

Importantly, we will provide a priority for retrofit. Our three-phased approach is based on the type of space and the type of deficit. The title II regulation is silent on the order of retrofit for existing facilities, except in the circumstance of an alteration or addition. Our unique approach assures that LFUCG services within LFUCG facilities are accessible to residents. We discuss this further in the portion of our response that addresses the transition plan report.

To familiarize staff with the site reports, we will provide two draft site reports after the first week of audits. These can be reviewed and discussed in-person or at a project management meeting, or both. The discussion can shape the format of the remaining site reports.

We caution LFUCG that the site reports will be full of detail. Reports for larger sites exceed 100 pages. We urge LFUCG to view reports digitally, and for conservation purposes, not to print site reports.

Task 4 – Transition Plan and Cost References

Task 4 is the preparation of a Transition Plan that exceeds the title II 35.150(d) requirements. Zuniga, Hirthe, Heizelman, and McGovern are involved in this Task.

The Transition Plan is the key deliverable. The work product must be useful for LFUCG staffs now and in the future. This deliverable is an Excel spreadsheet database. With the site reports, it meets and exceeds the title II 35.150(d) requirements.

Title II 35.150(d) requires a transition plan to include:

- A description of every deficit (this is in our site report);
- A description of the recommended retrofit we recommend (in our site report and Excel document);
- Name the person responsible for barrier removal (this is in the Excel document);
- Date by which barrier removal will occur (we include this as a phase in the Excel spreadsheet); and

We also include cost references for planning purposes. We note here that title II does not require costs. However, we know LFUCG cannot make a plan without costs. We apply the program access test, and advise LFUCG as to whether we believe a retrofit must occur or can be left as is. We use RS Means for accessible design to develop cost references, adding a multiplier because this version of Means has not been revised in 18 years. These are cost references for planning purposes, not estimates or budgets. We will work with LFUCG staff to apply a multiplier to Means' numbers to reflect changed in retrofits since 2004 in Kentucky.

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We will seek feedback on retrofit priorities from LFUCG staff by way of an order of retrofit memo. This memo describes factors that other entities have applied in the development of a transition plan. To the greatest extent possible, we will blend feedback from the public with feedback from LFUCG staff.

The Transition Plan is an Excel document with two tabs. Excel is a great tool for this, as it allows sorting by task, site, cost, completion, and other variables.

The first tab has nine columns. Those are:

- 1) The name of the site (the first time the site is named it is hyperlinked to the site report for ease of reference);
- 2) The citation to our recommended retrofit in the site report;
- 3) The type of correction (a few-word description, e.g., parking signs);
- 4) Our specific retrofit recommendation, such as "Install accessible parking signs at accessible parking stall";
- 5) The price or cost reference per unit;
- 6) The unit type, e.g., linear feet, staff time, or an object;
- 7) The number of units, e.g., 100 linear feet;
- 8) The projected total cost reference; and
- 9) The Phase in which we recommend the work occur.

The second tab is an Excel Pivot Table, which provides an at-a-glance review for each site. This is an excellent fiscal summary of the cost references provided. Projected costs for all five phases of the work are sorted on a table. LFUCG staff can sort and search pivot tables in many ways.

The RFP calls for a five-year barrier removal plan in the Scope of Services. This is an aggressive schedule. We believe that LFUCG can plan for a few more years, as we describe below.

Phase One usually has two sets of tasks. One set is tasks that LFUCG can complete with current human and fiscal resources (low hanging fruit). The second set is work completed by LFUCG since 1992, if that work was constructed or designed in a way that fails the access standards. This latter set of work is a high priority for work since it is noncompliant. We typically make Phase One include two to three fiscal years.

Phase Two usually includes elements new to the 2010 Standards. This includes park assets, pavilions, sport fields and courts, playgrounds, boat ramps, fishing areas, golf, pools, and other recreation assets. We include federal guidance for trails and picnic areas too. We typically make Phase Two include two or three fiscal years.

Phase Three usually includes two sets of tasks. One set is tasks that are complex or costly, and the other task involves a partner entity. We consider these to be long-term tasks. We typically make Phase Three include two or three fiscal years.

Not necessarily every site, or every element at a site, needs to be retrofit. The retrofit may be technically infeasible, or the retrofit may not be necessary because of the program access test. We call this *fourth phase* "LF Option".

Finally, we include smart practices. These access methods exceed the minimum requirement, but the Standards do not mandate their use. A good example is a power door opener. Our work with other local governments have revealed many such improvements in the way in which facilities and parks become more accessible to people with disabilities. This is the fifth phase in our report.



If LFUCG adopts our approach, the transition plan will require six to nine years to implement.

LFCUG staff will see and review the draft Transition Plan. Staff feedback is critical to internal adoption and understanding of the Transition Plan. Once we have heard the voices of staff, we can move to gather community feedback.

Task 5 - Plan and Conduct Community Engagement Activities

The DOJ title II regulation requires community feedback, and we therefore include it here as Task 5. This task does not appear in the LFCUG Scope of Services. We urge LFUCG to include it as a task. We propose two means of gathering public feedback. The public feedback requirement is required in title II at both 35.105 and 35.150(d).

Title II is not prescriptive as to the form of community engagement. We have had great success with both of the methods below. We will work closely with disability advocacy groups serving the community on this part of the project.

In-Person Public Feedback Session: In this method, we conduct two in-person meetings, one during the day on a weekday and the other during the evening on a weekday. We will review the project scope, discuss the ADA requirements for existing facilities, and illustrate some of our findings with images of park and facility access deficits. We will discuss the factors used to phase retrofit work by other jurisdictions, and then ask the public for their access preferences and priorities, listening for ideas that can influence our recommendations to LFUCG for the order of retrofit. These typically run 90 minutes.

Survey: In this method, we survey known LFUCG residents with disabilities, and disability advocacy groups. This has been very helpful in identifying access preferences and priorities. This survey is not statistically valid and reliable, but provides LFUCG with much more feedback. We will review survey results in tandem with the Public Feedback Session comments. The survey requires four to five minutes to complete.

Task 6 – Preparation and Presentation of Final Report

Task 6 is preparing and presenting the Final Report, and is the last of our Tasks. McGovern and Zuniga lead here.

Our Final Report is in Word and pdf. It describes the title II requirements for existing facilities, the process used to evaluate sites, how we applied the program access test, how we applied the technical infeasibility exception, how we treated construction tolerance, how staff and community engagement influenced the recommendations, the final priorities for the retrofits, fiscal issues, implementation strategies, and more.

This report is not developed in a vacuum. LFUCG leaders will see and discuss the first draft before we make a final report. LFUCG may also choose to share the draft with stakeholders as it sees fit. Our Practice Area Principal-in-Charge and the Project Manager will report to LFUCG leadership and other LFUCG officials as desired, at a date to be determined.

Task 7 – Value-Added Staff Training

We do offer LFUCG a training series as an alternate. However, we understand the importance of training staff regarding the implementation of the Transition Plan. Therefore, towards that end, regardless of whether LFUCG chooses the training series alternate below, we will provide two workshops for staff at no charge.



Both are two hours in length. The first addresses infrastructure in general, and reviews common problems and solutions in parks and facilities. We intend the second event for staff that plan and conduct recreation programs or other LFUCG services, and it addresses policy requirements, the eight-step inclusion process, and the definition of reasonable modification. We will work with LFUCG to identify dates that are most helpful to LFUCG staff.

Alternate 1 – Policy Review

Our approach requires meeting with key LFUCG staff to implement this Task. The intent of the review is to identify documents, policies, and processes related to services and sites for the public. Our tool in this process will be the title II regulation, last revised and effective March 15, 2011. Our deliverable is a policy report identifying policy revisions that are necessary, policies that are absent and should be adopted, and policy language that should be edited for clarity.

Our career experience in local government aids us greatly in this task, as does McGovern's role in creating a national inclusion school for parks and recreation staff. Heizelman and McGovern lead this task.

Alternate 2 – Website Evaluation

Our sub-consultant Promet Source leads this effort. They will evaluate eight key webpages at LFUCG website, such as the home page, application page, registration pages, and park information page. Using both automated and manual methods of evaluation, they will identify page errors and recommend solutions. Importantly, automated evaluation tools catch less than 35% of page errors.

Promet will also provide LFUCG with a notice statement for the website, indicating it is under review. McGovern will coordinate with Promet Source.

Alternate 3 – GIS Shapefile

Our Land Surveying Practice can develop a GIS shapefile consistent with any GIS system in use by LFUCG. Zuniga coordinates this effort with Land Survey.

Alternate 4 – Staff Training Series

We propose a training series with content we develop in collaboration with LFUCG staff. Topics are one hour in length and related topics can be combined in a longer session. All sessions are supported by the statute, regulations, court decisions, and settlement agreements. Topics could include, but are not limited to:

- The eight-step inclusion process
- Recreation dispute case studies
- Top ten park errors
- Top ten facility errors
- The role of maintenance in ADA compliance
- Just what *is* a reasonable modification?

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- Rules and policies must change as medical technology advances
- ADA enforcement methods
- What are the 2010 Standards, and what do they cover?
- Title II inside and out...your friend and your foe

References

We do list four references below, all of which occurred in the last three years. If you wish to see more, please reach out.

Charleston County Parks and Recreation Commission (SC): CCPRC retained us in 2019 to audit all sites and complete a transition plan. We also evaluated agency public facing policies, the website, and conducted staff training. Deliverables include site reports for each site audited, plan review for work underway, extensive community engagement, staff training, and reporting to the CCPRC governing board. CCPRC has since retained us for five years of plan review, multiple staff training events, and general interpretation of title II requirements and the 2010 Standards. Reach Steve Hutton at 843-762-8031 or shutton@CCPRC.com.

Chandler (AZ): The City retained us in 2018 and our work ended in late 2020. The City had retained another consultant in 2014 and was unhappy with their 2016 deliverables. Issuing a second RFP, we were selected. Our scope included access audits of 88 sites, and developing a blended transition plan that incorporated the work of the earlier consultant. We also evaluated all public right-of-way assets. Deliverables included site reports, extensive community engagement, staff training, and reporting to City leadership. Reach Jason Crampton at 480-782-3402 or by email at Jason.Crampton@chandleraz.gov.

Travis County (TX): The County retained us in 2020 and our work ended in 2022. We audited all County sites and facilities, including correctional facilities, and prepared a transition plan. The County had a broad scope though, and we evaluated public facing policies, audited the website, provided general compliance advice, drafted a dispute resolution process, and more. We reported to the County governing board. Reid Hoffman is at Reid.Hoffman@traviscountytexas.gov or 512-854-9586.

County of Union (NJ): The County retained us in 2020 and our work ended in 2021. We audited all County facilities and several County parks, and developed a transition plan. We prepared site reports for all sites audited, conducted community engagement, and provided staff training. We reported to County leadership. Reach Manny Ramirez at mramirez@ucnj.org or 908-527-4807.

Sub-consultants

Regarding Alternate 2, Promet Source is our website consultant for the project, if LFUCG chooses this alternate. WTG has worked with Promet on many projects, and their subject matter expertise is superior.

For agencies large and small, their workable solutions have assisted title II entities in the increasingly important area of website accessibility. Covid-19 restrictions since 2020 have made every unit of local government even more aware of how much the general citizenry is reliant on websites.



Ashley Burns coordinates Promet services. Their competent and capable technology team will be a great benefit to LFUCG.

PROJECT TIMETABLE AND OUR CAPACITY

As noted earlier, weather and Covid are the only probable delays in the completion of the project. We anticipate the project will require 16 to 18 months. Upon award, we will prepare a detailed schedule for your review. The RFP contemplates all deliverables by December 30, 2023 and that is not an attainable goal.

This is not a capacity issue. LFUCG operates 158 parks and facilities, and 70 miles of trails. For projects of a comparable scope (two in Texas, one in New Jersey, two in Iowa, two in Illinois, one in New Mexico, and one in Colorado) we are working (or did work) two if not three years.

PROPOSED COSTS

Here, we include information about the NRPA discount, a rate table, and proposed costs by Task. We also provide a cost for each of the Alternates.

NRPA Discount

Since 2013 our firm has been the preferred provider of access consulting to the more than 60,000 members of the National Recreation and Park Association. We value this recognition, and in return, we provide a 10% discount in our rates to agencies with staff or commissioners who are NRPA members. We know LFUCG staff or commissioners are NRPA members. We have therefore applied the 10% discount.

Rate Table

The rate table on the next page identifies our team and their respective rates.

CONSULTANT	TITLE AND CREDENTIALS	NRPA RATE
John McGovern	WTG Partner, Principal-in-Charge of the WTG Accessibility Practice, licensed attorney (IL)	\$ 175.50
Shelley Zuniga	WTG Accessibility Practice Senior Project Manager, Certified Access Specialist (CASP)	\$ 144.00
Tanya Scheibe	WTG Accessibility Practice Project Manager, Registered Accessibility Specialist (RAS)	\$ 144.00
Tatum Storey	WTG Accessibility Practice Project Manager, Certified ADA Coordinator	\$ 144.00
Aaron Hirthe	WTG Accessibility Practice Accessibility Specialist, CPRP	\$ 121.50
Laurel Heizelman	WTG Accessibility Practice Accessibility Specialist, CTRS, CPRP	\$ 121.50
Nicole Dudek	WTG Accessibility Practice Summer Intern	\$ 63.00

Total All Inclusive Proposed Cost

The total proposed cost, exclusive of alternates, is \$400,713.23. These are all-inclusive lump sum amounts. We suggest a 10% contingency, used only at LFUCG direction. In prior work for other jurisdictions, contingency funds were used for plan review, title II expert interpretation, assistance with disputes, and other non-RFP tasks. With contingency, the total is \$440,784.55.

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We do note the difficulty of providing a firm price proposal, as LFUCG has noted that not necessarily all facilities will be included in the scope of work. There is also a lack of information regarding some sites, especially parks. For our purposes, we have assumed that of the 105 parks noted in Addendum 1, 60 are neighborhood parks, 35 are regional parks, and ten are unique sites or destination parks.

By Task, we list the proposed fees below.

1. Project management: \$12,667.80, and if contingency is applied at \$1,266.78, this Task total would be \$13,954.38
2. Access audits of sites and facilities: \$175,936.65, and if contingency is applied at \$17,953.67, this Task total would be \$193,530.32
3. Prepare site reports: \$75,981.38, and if contingency is applied at \$7,598.14, this Task total would be \$83,579.51
4. Plan and conduct community engagement: \$27,045.10, and if contingency is applied at \$2,704.51, this Task total would be \$29,749.61
5. Prepare Excel spreadsheet Transition Plan: \$74,493.00, and if contingency is applied at \$7,449.30, this Task total would be \$81,942.30
6. Prepare and present Final Report: \$34,589.30, and if contingency is applied at \$3,458.93, this Task total would be \$38,048.23

We also provide a fee for four alternates. For Alternate 1, the review of public facing policies, we propose a fee of \$36,336.00.

For Alternate 2, the website review, we propose a fee of \$29,575.00.

For Alternate 3, the preparation of a GIS shapefile, we propose a fee of \$16,208.00.

For Alternate 4, staff training modules come at \$2,250.00 each and LFUCG staff will select topics of interest and value to LFUCG.

ADDENDUM 1, QUESTIONS, AND APPENDICES

We have reviewed Addendum 1 and incorporated it into our proposal. We have reviewed the questions submitted to LFUCG and the LFUCG answers. We have completed the required appendices and they follow this proposal.

CONCLUSION

Compliance with the Americans with Disabilities Act can be made more complex than it need be. Acting voluntarily, as LFUCG is here, saves valuable resources for other activities. A Transition Plan is also a great tool for LFUCG, helping meet accreditation requirements and demonstrating your commitment to equity in the community.

We stand ready to help. We know of no other team with an attorney with ADA experience, a Registered Architect, a Certified Access Specialist, a Registered Accessibility Specialist, a Civil Engineer, two Certified Therapeutic Recreation Specialists, and two Certified ADA Coordinators.

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Our career local government experience complements our consulting with title II agencies across the country. We hope you agree.

If there are any questions, please reach me at jmccgovern@wtgroup.com or call my desk at 224-293-6451. Thanks for the invitation to submit, and we look forward to serving LFUCG.

Sincerely,

A handwritten signature in black ink, appearing to read "JNMcGovern".

John N. McGovern, JD
Partner, Principal-in-Charge
The WT Group, LLC Accessibility Practice

JNM/LFUCG ADA INITIATIVE PROPOSAL 202301

**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: The W-T Group, LLC

Complete Address: 2675 Pratum Avenue, Hoffman Estates, IL 60192
Street **City** **Zip**

Contact Name: John N. McGovern **Title:** Partner, Accessibility Principal-in-Charge

Telephone Number: 224-293-6451 **Fax Number:** 224-293-6444

Email address: jmcgovern@wtgroup.com

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.



THE W-T GROUP, LLC PERSONNEL POLICIES

AFFIRMATIVE ACTION PLAN CURRENT AS OF APRIL 21, 2023

Introduction

It is our policy to provide equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy, and believe in the concept and spirit of the law.

Commitment

We are committed to assuring that:

- All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons, on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected including genetic information, gender identity, transgender status, pregnancy, including childbirth or related medical conditions by state, federal or local law; and
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law.

All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

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

The W-T Group, LLC

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: The W-T Group, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	6	5	1	0	0	0	0	0	0	0	0	0	0	0	0	5	1
Professionals	99	64	20	7	2	0	0	1	0	2	0	0	0	2	1	76	23
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	14	7	0	3	2	0	0	0	0	2	0	0	0	0	0	12	2
Protective	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	16	7	9	0	0	0	0	0	0	0	0	0	0	0	0	7	9
Skilled Craft	19	15	0	2	0	1	0	0	0	0	0	0	0	1	0	19	0
Service/Maintena	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0
Total:	155	98	30	13	4	1	0	1	0	4	0	0	0	3	1	120	35

Prepared by: John N. McGovern Date: 04 / 21 / 2023

(Name and Title)

Revised 2015-Dec-15

WTG Partner, Accessibility Practice Principal-in-Charge



AFFIDAVIT

Comes the Affiant, John N. McGovern, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is John N. McGovern and he/she is the individual submitting the proposal or is the authorized representative of The W-T Group, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

John N. McGovern



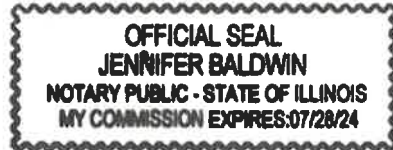
STATE OF Illinois

COUNTY OF Cook

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

by John McGovern on this the 21st day
of April, 2023

My Commission expires: 7-28-2024


NOTARY PUBLIC, STATE AT LARGE



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.io/wavc.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@ukv.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@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozeleky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

~~NAABDC~~
 NMSDC
 National Minority Supplier
 Development Council



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # RFP #19-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to 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. The W-T Group, LLC 2675 Pratum Avenue Hoffman Estates, IL 60192 224-293-6451 jmcgovern@wtgroup.com	MBE	All work in the contract.	\$400,713.23 10% Contingency \$440,071.32	100%
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.

The W-T Group, LLC

Company

April 21, 2023

Date

(John N. McGovern)

Company Representative

Partner, Principal-in-Charge Accessibility

Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # RFP #19-2023

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.	NOT APPLICABLE				
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 # RFP #19-2023

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

Company Name The W-T Group, LLC	Contact Person John N. McGovern
Address/Phone/Email 2675 Pratum Avenue Hoffman Estates, IL 60192 at 224-293-6451 jmcgovern@wtgroup.com	Bid Package / Bid Date DUE 2:00 p.m. Eastern on April 24, 2023

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
2675 Pratum Avenue, Hoffman Estates, IL 60192					email or phone		MBE	N/A
	John N. McGovern							
		224293-6451 or jmcgovern@wtgroup.com						
			N/A					
				ALL work to develop updated ADA Transition Plan for LFUCG.				


(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.

The W-T Group, LLC

Company
 April 21, 2023

Date



 (John N. McGovern)
Company Representative
 Partner, Principal-in-Charge Accessibility

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/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
We agree to submit these reports as required after award of the LFUCG project.							

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.

The W-T Group, LLC

Company
 April 21, 2023

Date

Company Representative
 Partner, Principal-in-Charge Accessibility

Title

This is not applicable. The W-T Group, LLC is a minority-owned business enterprise. (JNM)

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 The W-T Group, LLC

Date April 21, 2023



Company Representative

(John N. McGovern)

Title

Partner, Principal-in-Charge Accessibility