



Invitation to Bid #8-2018

Temporary Labor for E911

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507**

February 6, 2018



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 24, 2018

INVITATION TO BID #8-2018 Temporary Labor for E911

Bid Opening Date: February 7, 2018

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/07/2018**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 115 Cisco Rd, Lexington, KY

<p style="text-align: center;">Check One:</p> <p><input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p>Proposed Delivery: _____ days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Submitted by: People Plus, Inc

Firm Name
2551 Richmond Road Suite 8

Address
Lexington, KY 40509

City, State & Zip

Bid must be signed:
(original signature)

 Executive Vice President
Signature of Authorized Company Representative – Title

Amanda Huddleston
Representative's Name (Typed or printed)

859-246-1400 859-263-0634
Area Code - Phone – Extension *Fax #*

ahuddleston@peopleplusinc.com

E-Mail Address

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may*

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of 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.

III. **Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 3-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per contract year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with

WORKFORCE ANALYSIS FORM

Name of Organization: People Plus, Inc

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		2	15		1	2	14				2			2	2	6	34
Professionals		3	2			1	2									4	4
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft														1		1	
Service/Maintenance		80	110	5	6	91	85				5	3	2	14	30	198	234
Total:		85	127	5	7	94	99				5	3	2	17	3209	272	

Prepared by: *Spuddeleston*
(Name and Title)

Date: 01 / 31 / 2018

Revised 2015-Dec-15

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.

- 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.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested 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.



LEXINGTON

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.



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. Employment Screening Services 2500 Southlake Park Birmingham AL 35244 205-879-0143 - phone	WBE	Criminal background screenings and social security checks	TBD	TBD
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.

People Plus, Inc

Company

01/31/2018

Date

Studdleston

Company Representative

Executive Vice President

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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. **Failure to submit this form may cause rejection of the bid.**

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

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

Company

Company Representative

Date

Title



LEXINGTON

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

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

_____ 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.

People Plus, Inc

Company



Company Representative

01/31/2018

Date

Executive Vice President

Title

Required Insurance Coverage

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

<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
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 (unless deemed not to apply or required in a lesser amount))

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Errors and Omission coverage unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- f. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by 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.

Lexington-Fayette Urban County Government

Division of E911

Temporary Labor – E911

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for the Division of E911 to provide candidates to fulfill responsibilities of a Telecommunicator, (aka 9-1-1 call taker) and Telecommunicator Senior (aka 9-1-1 Dispatcher). Candidates will be compensated based on prior experience with minimum rates of \$14.00 / hour for Telecommunicator and \$15.00 / hour for Telecommunicator Sr. The Division of E911 typically utilizes up to 8 temporary employees with approximately 5 working on a regular basis.

The vendor must provide candidates capable of performing the duties as outlined in the attached Telecommunicator and Telecommunicator Sr job descriptions.

Upon LFUCG request, a 10 Panel Drug Screen administered in an outside lab as well as a Kentucky state background check will be performed without additional cost to LFUCG.

The vendor must provide:

- The vendor will be responsible for supplying workers who are physically capable of working an 8, 10 or 12 hour work day.
- Workers will coordinate weekly assignments with a LFUCG Telecommunicator Supervisor.
- Workers will need to provide their own transportation to and from the work site at 115 Cisco Road.
- The vendor must provide a \$10,000 performance bond in effect for the term of the contract.
- The vendor shall have a physical office location within Fayette County in order to service and fulfill this contract.
- The Division of E911 will review all applicant documentation before clearing a candidate for an individual interview by the Division. LFUCG reserves the right to reject any candidate provided, for any reason.
- The Lexington-Fayette Urban County Government will issue payment on a bi-weekly basis subsequent to submission of an invoice accompanied by documentation of services.
- The vendor must provide worker's compensation coverage and liability coverage as described in the Lexington-Fayette Urban County Government's "Risk Management Insurance Provisions".
- The agency is responsible for all screening, hiring, and retention of employees
- Three references from customers that are similar in scope to E911.
- The LFUCG has established an Alcohol and Drug Free Workplace Policy (CAO Policy #7) and shall require the Agency to have, or enact their own Alcohol and Drug Free Workplace Policy of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their alcohol and drug workplace policy with their bid.



Lexington-Fayette Urban County Government Job Description

FLSA: Non-exempt	Position Title: Telecommunicator
Revised: 4/18/2016	Class / Grade: 905 / 514

General Description

The purpose of this classification is to answer all emergency and non-emergency calls for the Division of Enhanced 911 on behalf of Police, Fire and Emergency Medical Services (EMS); provide assistance over the phone; and, make official record of the call utilizing a computer aided dispatch (CAD) system.

This classification works under close to general supervision according to set procedures.

Duties and Responsibilities

The intent of this class description is to provide a representative summary of the types of duties and responsibilities that will be required of classifications given this title and shall not be construed as an all-inclusive declaration of the specific duties and responsibilities of any particular position. Employees may be required to perform other job-related tasks that are not identified in this description.

Essential Functions:

- Answers all emergency and non-emergency calls for Enhanced 911.
- Provides callers with assistance over the phone as appropriate.
- Enters data from calls into a computer for police, fire and EMS as appropriate.
- Operates digital radio console and the National Crime Information Center (NCIC) database.
- Responsible for knowing and complying with all Urban County Government and division safety rules.

Additional Duties:

- Assists in on-the-job training of new Telecommunicators.
- Performs related work as required.

Responsibilities, Requirements and Impacts

Data Responsibility:

Data Responsibility refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.

Summarizes, tabulates, or formats data or information in accordance with a prescribed schema or plan, to facilitate the identification and extraction of useful information.

People Responsibility:

People include co-workers, workers in other areas or agencies, and the general public.

Gives information, guidance, or assistance to people which directly facilitates task accomplishment; may give instructions or assignments to helpers or assistants.

This job description does not constitute an employment agreement between LFUCG and an employee and is subject to change by LFUCG as its needs and requirements of the job change.



Lexington-Fayette Urban County Government Job Description

FLSA: Non-exempt	Position Title: Telecommunicator
Revised: 4/18/2016	Class / Grade: 905 / 514

Impact of Errors:

Impact of errors refers to consequences such as damage to equipment and property, loss of data, exposure of the organization to legal liability, and injury or death for individuals.

Impact of decisions is moderately serious - affects most units in organization, and may affect citizens; or loss of life and/or damage could occur and probability is likely.

Physical Demands and Sensory Requirements:

Physical demands refer to the requirements for physical exertion and coordination of limb and body movement. Sensory requirements refer to hearing, sight, touch, taste, and smell required by the job.

- Light work that involves walking or standing most of the time and involves exerting up to 20 pounds of force on a regular and recurring basis; or skill, adeptness and speed in the use of fingers, hands or limbs on repetitive operation of mechanical or electronic office or shop machines or tools within moderate tolerances or limits of accuracy.
- Sensory requirements include visual acuity, and field of vision, hearing, and speaking.

Equipment Usage:

Equipment usage involves responsibility for materials, machines, tools, equipment, work aids, and products.

Handles or uses machines, tools, or equipment requiring moderate instruction and experience such as large shop equipment and machines, computers, peripherals, software programs such as word processing, spreadsheets, or custom applications, and switchboard.

Unavoidable Hazards:

Unavoidable hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

Works in environmentally controlled situation such as office.

Safety of Others:

Safety of others refers to the level of responsibility for the safety of others, either inherent in the job or to ensure the safety of the general public. (Does not include safety of subordinates).

Some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Minimum Education and Experience Requirements:

High school, GED, or specialized vocational training; and, a minimum of two (2) years of experience as a call-taker; or, an equivalent combination of education, training, and experience.

This job description does not constitute an employment agreement between LFUCG and an employee and is subject to change by LFUCG as its needs and requirements of the job change.



Lexington-Fayette Urban County Government Job Description

FLSA: Non-exempt	Position Title: Telecommunicator
Revised: 4/18/2016	Class / Grade: 905 / 514

- Pursuant to the Drug Free Workplace Act of 1988 and to sections 21-52, 22-34 and 23-50 of the Code of Ordinances, all employees must remain drug and alcohol free when reporting to work, while at work and while engaged in any work related activities.
- Based on Federal Regulations 19-10 this position may be eligible for and offered the hepatitis vaccinations. In addition, employees will be required to sign a statement stating they have accepted or declined the hepatitis vaccination.

Americans with Disabilities Act Compliance

Lexington-Fayette Urban County Government is an Equal Opportunity Employer. ADA requires Lexington-Fayette Urban County Government to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

This job description does not constitute an employment agreement between LFUCG and an employee and is subject to change by LFUCG as its needs and requirements of the job change.



Lexington-Fayette Urban County Government Job Description

FLSA: Non-exempt	Position Title: Telecommunicator Senior
Revised: 4/18/2016	Class / Grade: 906 / 517

People Responsibility:

People include co-workers, workers in other areas or agencies, and the general public.

Gives information, guidance, or assistance to people which directly facilitates task accomplishment; may give instructions or assignments to helpers or assistants.

Asset Responsibility:

Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.

Responsible for achieving moderate economies and/or preventing moderate losses through the management of a small division or handling supplies of high value or moderate amounts of money consistent with the operation of a small division.

Mathematical Requirements:

Mathematics requires the use of symbols, numbers, and formulas to solve mathematical problems.

Uses addition, subtraction, multiplication and division, and/or calculates ratios, rates and percents.

Communications Requirements:

Communications involves the ability to read, write, and speak.

Reads technical instructions, procedure manuals, and charts to solve practical problems such as assembly instruction for tools, routine office equipment operating instructions, and methods and procedures for investigations, and in drawing and layout work; composes routine reports and specialized reports, forms, and business letters, with proper format; speaks compound sentences using normal grammar and word form.

Judgment Requirements:

Judgment requirements refer to the frequency and complexity of judgments and decisions given the stability of the work environments, the nature and type of guidance, and the breadth of impact of the judgments and decisions.

Responsible for actions of others, makes almost constant decisions affecting co-workers, crime victims, patients, customers, clients or others in the general public; works in a moderately fluid environment with guidelines and rules, but frequent variations from the routine.

This job description does not constitute an employment agreement between LFUCG and an employee and is subject to change by LFUCG as its needs and requirements of the job change.



Lexington-Fayette Urban County Government Job Description

FLSA: Non-exempt	Position Title: Telecommunicator Senior
Revised: 4/18/2016	Class / Grade: 906 / 517

Safety of Others:

Safety of others refers to the level of responsibility for the safety of others, either inherent in the job or to ensure the safety of the general public. (Does not include safety of subordinates).

Responsible for safety and health of others and for occasional enforcement of the laws and standards of public health and safety.

Minimum Education and Experience Requirements:

High school, GED, or specialized vocational training; and, a minimum of four (4) years of experience as a call-taker or dispatcher, or six (6) months of experience as a LFUCG Telecommunicator; or, an equivalent combination of education, training, and experience.

Special Certifications and Licenses:

In accordance with KRS 15.530-15.590, must be able to attend the Kentucky Justice & Public Safety Cabinet's Department of Criminal Justice Training's (DOCJT) five (5) week Public Safety Dispatch Academy and obtain certification within first six (6) months of employment.

Emergency Medical Dispatcher (EMD) certification within first six (6) months of employment.

Special Requirements:

- Responsible for meeting annual in-service training requirements necessary to ensure continued certification as a Public Safety Telecommunicator.
- Attendance at the Department of Criminal Justice Training's Public Safety Dispatch Academy is an on-duty requirement and requires candidates to live in-residence at the academy during the work week for its five (5) week duration. This requirement does not pertain to candidates that are certified as a Telecommunicator in Kentucky.
- Must be able to work shifts, weekends, and holidays and the ability to rotate shift and days off assignments.
- In accordance with KRS 15.540, an agency hiring a telecommunicator after July 15, 2006, shall certify to the Department of Criminal Justice Training before admission to the Public Safety Dispatch Academy that the telecommunicator: (a) Is a citizen of the United States and has reached the age of majority; (b) Is a high school graduate or has received a general equivalency diploma (GED); (c) Has not been convicted of a felony or other crimes involving moral turpitude as determined by submission of each applicant's fingerprints to the information systems section of the Department of Kentucky State Police and to the Federal Bureau of Investigation identification division, and by such other investigations as required by the hiring agency; (d) Has taken a psychological suitability screening administered or approved by the Kentucky Law Enforcement Council to determine his or her suitability to perform the duties of a telecommunicator. Any agency that administers its own suitability screening shall certify the results to the department; (e) Has taken a polygraph examination administered or approved by the Kentucky Law Enforcement Council to determine his or her suitability to perform the duties of a telecommunicator. Any agency that administers its own polygraph examination shall certify the results to the department; and (f) Has passed a drug screening administered or approved by the Kentucky Law Enforcement Council.

This job description does not constitute an employment agreement between LFUCG and an employee and is subject to change by LFUCG as its needs and requirements of the job change.



Requested Documents from Bid Specifications

People Plus, Inc. Staffing Agreement

People Plus, Inc., including the wholly-owned subsidiary People Plus Industrial, Inc., with its principal office located at 1095 Nebo Road, Madisonville, Kentucky 42431 (“STAFFING FIRM”), and _____, (“CLIENT”) with its principal office located at _____ agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

STAFFING FIRM

1. Duties and Responsibilities

STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees (“Assigned Employees”) to perform the type of work described on Exhibit A under CLIENT’s supervision at the locations specified on Exhibit A **and will, as the common law employer of Assigned Employees, be responsible for the following;**
- b. Pay Assigned Employees’ wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees;
- d. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT’s work site, provide general safety training to Assigned Employees in a language that the Assigned Employees understand, and confirm that Client has provided site-specific safety and health training and safety and personal protective equipment (PPE) required by the Occupational Safety and Health Act of 1970, applicable state and local laws and regulations, as well as any work rules of CLIENT;
- e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.
- f. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.1 Right to Control

In addition to STAFFING FIRM’S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT’S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM’s employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

CLIENT will

- a. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - (i) provide Assigned Employees with appropriate safety and training information in a language Assigned Employees can understand and Personal Protective Equipment (PPE), including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE;
 - (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in a language Assigned Employees can understand, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - (iii) within twenty-four (24) hours of training, provide STAFFING FIRM with documentation establishing that such site-specific safety and job training was conducted and what subject matters were covered;
 - (iv) record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees;
 - (v) provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace;
 - (vi) maintain all Safety Data Sheet documentation required by federal and state laws;
 - (vii) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required personal protective equipment;
 - (viii) respond within a reasonable time to STAFFING FIRM's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by STAFFING FIRM prior to and during Assigned Employees' assignments;
 - (ix) notify STAFFING FIRM immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide STAFFING FIRM with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - (x) maintain the following safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at STAFFING FIRM'S discretion, applicable to Assigned Employees:

Safety/Health Program	29 CFR Standard
Bloodborne pathogens	1910.1030
Hearing conservation	1910.95
Hazard communication	1910.1200
Respiratory protection	1910.134
Powered industrial vehicles	1910.178
Control of hazardous energy	1910.147
Emergency action plan	1910.157
Job specific tasks	29 U.S.C. 654 (a)

and

- (xi) notify STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA.
- d. Not change Assigned Employees' job duties or work site without STAFFING FIRM's express prior written approval. The bill rate quoted by People Plus is based on the job classification (risk). If the client places the assigned employee in a job or environment not anticipated by the assigned classification and the employee is injured or contracts an illness from such job placement, the client may be held responsible for the injury/illness and be liable for the resulting claim.; and
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

- 3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- 5. A STAFFING FIRM Assigned Employee may be hired by CLIENT after completing 520 hours of service with the CLIENT and there are no outstanding invoices over 30 days. The Assigned Employee may be hired prior to the 520 hours if the CLIENT pays a fee that is equal to 10% of the total annual compensation including bonuses and commissions. The CLIENT agrees to notify STAFFING FIRM prior to offering the Employee a position.
- 6. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 180 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her remaining 520 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of 10% of the total annual compensation including bonuses and commissions for that Assigned Employees.
- 7. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that

STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

8. CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the date of receipt at the compounded rate of 1.5 % per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher, calculated from the date of receipt. At 60 days (excluding disputed charges) the client shall lose any discounted or preferential pricing. At 90 days the account is in serious arrears and the account may be placed in collection. If it becomes necessary for People Plus to collect any outstanding amounts due, Client Company agrees to pay all damages flowing there from and all costs of collection, including a reasonable attorney fee.
9. If CLIENT limits an Assigned Employee's work day to fewer than 3 hours, STAFFING FIRM may deem that day to include 3 hours of time worked and may bill CLIENT 3 hours if STAFFING FIRM pays the Assigned Employee for the 3 hours.
10. STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within 4 hours, STAFFING FIRM will not charge for the first 4 hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

Confidential Information

11. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

12. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

13. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
14. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
15. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

16. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 30 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
17. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Choice of Law

18. This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to any conflicts of law principles thereof.

Term of Agreement

19. This Agreement will be for a term of three (3) years from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Insurance

20. STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:
 - a. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law
 - b. Employer's liability insurance with limits of \$1,000,000.00
 - c. Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

Staffing Firm Health Coverage Offered On Behalf Of Client

21. Although the parties intend that STAFFING FIRM and not CLIENT be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Assigned Employees and that such employees be deemed the common law employees of STAFFING FIRM and not CLIENT, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by STAFFING FIRM is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied. Accordingly, if The Parties deem it necessary (to comply with changing law or interpretation of law from the date hereby signed), The Parties will use best efforts to adjust the fee per hour for which an employee placed with CLIENT by STAFFING FIRM is offered coverage offered by STAFFING FIRM. Such adjustment, as agreed by The Parties, may be reflected as an Affordable Care Act (ACA) Fee adjustment on Exhibit A.

Staffing Firm Indemnification of Client for Liability under Affordable Care Act

22. STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT (hereafter collectively referred to as "CLIENT Indemnity") for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code §4980H with respect to Assigned Employees due to STAFFING FIRM's failure to—

- (i) Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(1)(B); or
- (ii) Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations.

Provided, however, that in no event shall CLIENT Indemnity extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT's making an offer of minimum essential coverage to

its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

If CLIENT is notified by any government entity of CLIENT's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, STAFFING FIRM shall fully cooperate, at STAFFING FIRM's reasonable expense, with CLIENT's efforts to object to or appeal any such determination of liability or potential liability.

Nature of Relationship

23. The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Headings

24. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

25. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

26. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Assignment of Agreement

27. CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

Miscellaneous

28. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

29. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

30. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

31. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

32. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

33. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.

34. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

35. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

_____	People Plus, Inc
CLIENT	STAFFING FIRM
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____

Exhibit A Services Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate

Affordable Care Act (ACA) Fees: \$0.00 per hour.

Background Checks

At STAFFING FIRM's expense, STAFFING FIRM will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT: 5-panel urine drug screen, Social Security verification, E-Verify check, and a criminal background report.

Any additional screenings required can be performed but will be submitted as an additional pass-through cost to CLIENT.

CLIENT	People Plus, Inc STAFFING FIRM
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Drug Free Workplace and Substance Abuse Policy

People Plus, Inc. (PPI) has a responsibility to our customer companies, clients, and employees to provide temporary employees who are free from the negative effects of substance and alcohol abuse.

PROHIBITED CONDUCT EXAMPLES

Possessing, manufacturing, distributing, selling, being under the influence, or being convicted of a crime involving drugs while on either PPI or its customer's property

Unauthorized use or possession, being under the influence (BAC above .00%), or being convicted of a crime involving alcohol while on either PPI or its customer's property

Being impaired or under the influence of legal or illegal drugs or alcohol while not on either PPI or its customer's property that adversely affects the employee's work performance, the safety of the employee or co-workers, or either PPI or its customer's reputation within the community

PROHIBITED CONDUCT VIOLATION CONSEQUENCES

Any violation of this policy, regardless of severity, is basis for disciplinary action to include immediate termination of employment

PPI in its sole discretion, may discipline, terminate, and / or refer employees to counseling or treatment.

Positive drug or alcohol test results will be used to contest insurance and / or unemployment benefits.

Pre – Employment

Pre – Assignment

Random

Reasonable Suspicion

Treatment Follow – Up

TESTING DETERMINATION

Information concerning employee medical examinations, drug and alcohol test results, and treatment is treated as confidential.

Equal Opportunity Employment

People Plus is committed to equal employment opportunity and employs all qualified persons without regard to sex, gender or gender identity; race; color; national origin; religion; creed; age; disability; citizenship; marital or domestic partnership status; sexual orientation; genetic predisposition or carrier status; military or veteran status; or any other characteristic protected by law federal, state or local law, rule or regulation. If you feel you have not been treated in accordance with this policy, you should contact your local People Plus representative. People Plus assures all employees that no individual filing a complaint will be discriminated against as a result of their complaint.

The Company will provide reasonable accommodation as required by the Americans with Disabilities Act ("ADA") or the state civil rights acts for qualified individuals, provided the applicant or employee advises the Company of the need for an accommodation. Finally, the Company prohibits the harassment of any individual for any reason on any of the principles listed above, including any other characteristic established as "protected" by law.

Complaints of suspected discrimination are taken very seriously, and will be promptly investigated. In addition, retaliation against any employee because of a report under this policy or because a employee has participated in an investigation under this policy is strictly prohibited and will not be tolerated. Employees are **required** to immediately report discrimination or retaliation experienced, witnessed or suspected to have occurred to their People Plus coordinator or Manager. For more information about how to report a discrimination complaint and/or an employee's obligations with respect to reporting suspected discrimination, see Policy Against Harassment.

WORKPLACE VIOLENCE AND WEAPONS PROHIBITION

Our most fundamental concern is the safety of our employees in the workplace. The purpose of this policy is to minimize the risk of personal injury to employees at work and damage to Company property.

Threats, threatening language, or any other acts of aggression or violence towards or by any Company employee will not be tolerated. For purposes of this policy, a threat includes, but is not limited to, any verbal or physical harassment, attempts at intimidation or to instill fear in others, menacing gestures, hazing, flashing of concealed weapons, stalking, verbal or physical abuse, or other hostile, aggressive, injurious, or destructive actions undertaken for the purpose of intimidation or domination.

In addition, the Company prohibits possession of weapons by employees or customers of any kind inside its premises. Any employee who becomes aware of an individual on Company property in possession of a weapon is **required** to immediately report it to a supervisor or other management personnel, as noted below.

All potentially dangerous situations including threats should be reported immediately to a Coordinator or Manager. Reports of threats may be made anonymously on the Company's confidential Compliance Line: 888-825-1500. Reports will be investigated promptly. Your report will be kept confidential to the extent possible. Any person found to have violated this policy may be subject to disciplinary action, up to and including termination. Further disciplinary action, up to and including termination, may also be taken against anyone who knowingly makes a false or malicious report under this policy.

POLICY AGAINST HARASSMENT

People Plus, Inc. strives to maintain a harassment-free work environment. It is the Company's policy that any form of harassment on the basis of race, color, religion, national origin, sex, age, marital or familial status, disability, genetic information, or any other characteristic protected by law, will not be tolerated in the workplace. Harassing conduct, or condoning such conduct, may result in disciplinary action up to and including termination or other action as appropriate. All managers and employees must take this policy extremely seriously. Included within this prohibition are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including but not limited to, any attempt to make submission to such conduct a term or condition of an individual's employment; or where the submission or rejection of such conduct is used as a basis for employment-related decisions, or where such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The Company's policy against workplace harassment applies to all managers and employees of the Company, whether supervisory or not. In addition, the Company's policy against workplace harassment applies to harassment or other discriminatory conduct at any workplace to which you may be assigned as well as, vendors, customers and other third parties with whom our employees come into contact while conducting Company business, provided that the Company is made aware of the objectionable conduct.

It is important to remember that any unwelcome verbal or physical conduct, whether committed by supervisors or non-supervisors, may be viewed as harassment if such conduct is because of the protected characteristics listed above, and has the purpose or effect of unreasonably interfering with an individual's job performance or creating an intimidating, hostile or offensive work environment.

We cannot list all possible examples of poor judgment or unprofessional conduct. However, the following examples will serve to illustrate the kind of speech/conduct we will not tolerate in our workplace, once provided notice of its alleged occurrence. Prohibited conduct includes, but is not limited to, such things as: verbal abuse of a sexual, racial or ethnic nature, sexual gestures, commenting about an individual's body in a sexually or otherwise offensive manner, using offensive or degrading words in connection with an individual's race, age, sex, religion, ancestry or disability, and suggestive or offensive objects, pictures, cartoons, magazines, e-mails or computer images. It is important to remember that inappropriate and unprofessional remarks or conduct may be reason for intervention and discipline whether or not they are actually "harassing."

1. Reporting Suspected Discrimination and Harassment Claims

It is everyone's responsibility to maintain a discrimination-free, harassment-free and retaliation-free (see below) work atmosphere. This includes freedom from harassment or discrimination not only by fellow employees, but also by other persons whom the Company's employees encounter in the course of their employment, provided that the Company is made aware of such discrimination or harassment.

If an employee has a complaint or concern about possible harassment or discrimination in connection with an incident he or she has experienced, or incidents of which he or she may be aware, the employee is required to report such complaint or concern **immediately**. The Company is prepared to receive complaints about behavior that is perceived as unprofessional or inappropriate regardless of whether the behavior constitutes unlawful harassment or discrimination.

A report of concern or complaint must be made immediately to an employee's manager or any People Plus, Inc. coordinator. If for any reason you do not feel comfortable reporting a matter to these individuals, please report it to Amanda Huddleston at 877-304-1400. Reports will be thoroughly investigated and, where appropriate, prompt corrective action will be taken. If, in the employee's view, there is another incident of inappropriate conduct or speech following a report, the employee must report it again, immediately. Investigation and corrective action will again be undertaken as appropriate.

2. No Retaliation for Reporting

Retaliation against an employee because of a report under this policy or because an employee has participated in an investigation under this policy is strictly prohibited and will not be tolerated. Any suspected retaliation is required to be immediately reported to the persons set forth above. Regardless of the individual involved or the status of the accused, retaliation is not permitted. Complaints of retaliation will be investigated and, where appropriate, may lead to disciplinary action up to and including termination. **No employee will be penalized for reporting under this policy.**

3. Violation of Harassment Policies

Any employee who is determined, after an investigation, to have engaged in discrimination, harassment and/or inappropriate conduct in violation of this policy will be subject to disciplinary action up to and including termination.

People Plus, Inc – Administrative References

- 1) Bluegrass Insurance Management
881 Corporate Drive, Suite 100
Lexington, KY 40503
800-348-3407
Positions filled: Inbound Call Center Associates

- 2) BudsGunShop.com
1105 Industry Road
Lexington, KY 40502
859-368-0371
Positions filled: Inbound / Outbound Call Center Associates

- 3) Bluegrass Energy
1201 Lexington Road
Nicholasville, KY 40356
859-887-8107
Positions filled: Temporary Receptionists