

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP: 27-2020

Date: October 30, 2020

Subject: Video Training Services

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

The date to submit proposals has been extended to November 11, 2020 at 2:00 PM.

**All proposal must be submitted electronically in Ionwave.**

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: 360water Inc.

ADDRESS: 965 W Third Ave Col's Olive 43212

SIGNATURE OF BIDDER: Laura Rausch





**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 27-2020**

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. 360water, Inc. Laura T. Raish 965 W. Third Ave. Columbus, OH 43212 (614) 288-6567 Cell (614) 294-3600 Office LauraT@360water.com	WBE	ALL Work required for RFP #27-2020 - Video Training Services for Water Quality	\$239,367.00	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.

360water, Inc.  
 \_\_\_\_\_  
**Company**  
 November 6, 2020  
 \_\_\_\_\_  
**Date**

Laura Tegethoff Raish  
 \_\_\_\_\_  
**Company Representative**  
 President  
 \_\_\_\_\_  
**Title**



965 W. Third Ave. Columbus Oh. 43212

614-294-3600

[Laurat@360water.com](mailto:Laurat@360water.com)

---

# **Response to Lexington-Fayette Urban County Government**

## **Request for Proposal**

### **Response Template**

---

Division of Water Quality  
Video Training Services

---

October 8, 2020

**Table Contents:**

Cover Letter.....3  
Executive Summary..... 4  
Required Response.....5  
Vendor Business Profile & References .....7  
Proposed Approach and Schedule for the Identified Videos ..... 8  
Assumptions and Constraints..... 10  
Pricing Matrix ..... 11  
RESUMES ..... 12

---



*Bringing the water and wastewater industry full circle*

November 6, 2020

Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor  
Lexington, Kentucky 40507

**RE: Transmittal Letter - Video Training Services for Water Quality, RFP #27-2020**

To Whom It May Concern:

I am pleased to submit the following proposal in response to RFP #27-2020 Video Training Services for Water Quality issued by the Lexington-Fayette Urban County Government. As president of 360water, Inc., I have sufficient authority to commit my company to this proposal and I agree to the scope, terms, and conditions of this RFP without exceptions.

We have prepared this response anticipating that it is complete and to your satisfaction. We look forward to the next step in the process and welcome the opportunity to allow for questions and/or clarifications. If we make it to the interview process, we hope to be able to present some options which may allow for some cost savings.

If 360water, Inc. is selected for negotiation, I am the authorized negotiator. My contact information is listed below.

Laura Tegethoff Raish, President  
360water, Inc.  
965 W. Third Avenue  
Columbus, Ohio 43212  
Office: (614) 294-3600  
Office Fax: (614) 294-3601  
Mobile: (614) 288-6567  
Email [LauraT@360water.com](mailto:LauraT@360water.com)

Upon completion of the proposed Deliverables noted in RFP #27-2020 Video Training Services for Water Quality, the Lexington-Fayette Urban County Government will have ownership of said proposed Deliverables, with exception of the 360water learning management platform. The total proposed price for the **Sewer Overflow Response Plan** video, which we interpreted as all of the requirements sections, with assumptions we have stated, is \$239,367.00 and the hourly rates for our team can be used for additional on-demand videos. 360water, Inc. commits that the total proposed price is valid for 90 days and the hourly rate is valid for the duration of the contract for additional videos and training materials.

Sincerely,

Laura Tegethoff Raish  
President

**360water, Inc.**

965 W. Third Avenue, Columbus, Ohio 43212  
Phone 614.294.3600 Fax 614.294.3601 Email [info@360water.com](mailto:info@360water.com)

## Executive Summary

360water is the industry leader in online technology-based interactive training for water and wastewater. 360water has the water and wastewater industry expertise and online training background to meet a variety of the municipal client's needs. 360water has developed technically accurate water and wastewater courses that are approved by a wide range of state regulatory authorities, producing online courseware that is sophisticated yet easy to use. 360water also provides printed training materials and face-to-face training when requested. 360water trains thousands of operators nationwide.

360water has created 3500 courses for of equipment, processes, video tutorials and certification, qualifying it as the water and wastewater industry leader in online technology-based interactive training. Each of our municipal clients (approximately 100) has a unique website containing the individual courseware, accessible only by their employees. From the website activity, a database is populated from which each client can generate specific reports.

### ***Our goals: Capture, Instruct and Manage.***



Our first goal is to *capture* critical knowledge from engineers, manufacturers, and Operations and Maintenance staff to transfer that information in a meaningful way to operators. 360water online training can be a useful tool when developing a succession plan for your staff.



Our second goal is to *instruct* your staff, using uniform and consistent training available 24/7. This Learning Management System ensures that staff is knowledgeable on the municipality's systems, helping to protect and extend the life span of capital equipment.



Our final goal is to *manage* the information, by providing a documentation system to track staff progress, giving managers a tool to assess the skill sets and training levels of all employees. The 360water asset management tool can be used to aggregate all employees' training.

Our Approach to creating videos and inserting them into training modules has been very successful over the last 20 years. We trained 1,495 class A operators for the State of Ohio with a 93% pass-rate in 1 calendar year.

We create a portal for the training materials and modules and use several tools to assign courses to staff and then monitor their success. The candidate cannot get a certificate of completion unless they demonstrate a knowledge of the key points. This approach improves the effectiveness of wastewater staff and has shown a 26% more efficient staff. The standardization reinforces protocols and procedures without having to repeat the message over time. New staff can take the standardized training modules and once successful can follow other employees. The database can inform supervisors of the knowledge base of the employee. Our training modules have been proven to elevate and improve the effectiveness of staff; Wayne County Michigan's staff was improved so much that the plant ran optimally with a reduced staff after the program was completed. This resulted in a reduced overall staff saving the utility 3 million dollars over 2 years. The local officials training which 360water completed for the state of Ohio was to assist in enforcing regulatory expectations with the State of Ohio. This program along with the State of Indiana are in response to federal rules the state is required to follow.

## Requirements Response

For each requirement listed, please describe both your experience using the criteria below.

(3) **Extensive Experience:** The response of a 3 indicates the vendor has extensive experience (more than 5 instances) producing training material, including how-to-videos, for either water quality, construction, or manufacturing industries.

(2) **Some Experience:** The response of a 2 indicates the vendor has some experience (1- 4 instances) in producing training material, including how-to-videos in either water quality, construction, manufacturing, plant, or factory industries.

(1) **No Experience:** The response of a 1 indicates the vendor has no experience in producing training material, including how-to-videos, for this operational service.

Requirement	Experience (1, 2, or 3)
Requirement 1.0: The ability to provide how-to training videos for auxiliary pump set-up and operation How to correctly setup a pump How to troubleshoot common pump set-up problems, i.e., motor will not start, pump will not prime, hose coupling is leaking, etc.	3
Requirement 1.1: The ability provide how-to training videos for gravity sewer pipe repairs How to do a basic hookup (how to measure end to end, how to bevel pipe and bedding the pipe) How to properly start saws (how to troubleshoot and prevent flooding, hot vs cold start) Basic backhoe operations	3
Requirement 1.2: The ability to provide how-to training videos for pressure pipe repairs  Proper sizing and use of a repair coupling Cutting pipe to insert a pipe section Bedding and backfill of the pipe	3

<b>Requirement</b>	<b>Experience (1, 2, or 3)</b>
Requirement 1.3: The ability to provide how-to training videos for sewer vacuum cleaning equipment operations Jet trucks verses vacuum cleaning – why one or the other. Proper pipeline cleaning techniques. Basic equipment preventative maintenance requirements	3
Requirement 1.4: The ability to provide how-to training videos for closed circuit television inspection of sewer pipes (CCTV) How to setup lateral/main line cameras. How to troubleshoot main/lateral cameras. How to operate main line camera in the pipe/how to operate lateral box camera while in the pipe. Basic concepts in evaluating pipe condition	3
Requirement 1.5: The ability to provide how-to training videos for sewer line maintenance call crew: Customer service expectations of an LFUCG employee How to run rodding machine (troubleshoot) How to operate jet truck (troubleshoot)	3
Requirement 1.6: The ability to provide how-to training videos for capacity management operations maintenance (CMOM) orientation: What is CMOM and how does it impact me? CMOM plan requirements that impact employees (multiple training layers exist within each bullet) Sewer Overflow Response Gravity Line Preventative Maintenance Fats, Oils and Grease Pump Station Power Outages	3
Requirement 1.7: The ability to provide how-to training videos for CDL/vehicles: Walk around video highlighting what employees need to know successfully pass the CDL test walk around How to perform a proper vehicle inspection Snow removal-quick repairs for snow removal (chains and spreaders) How to properly plow intersection during a snow event	3
Requirement 1.8: The ability to provide how-to training videos for information, policies, and procedures for operations staff: Flooding response plan. On call / callback. SP-302 forms Accela asset management software Equipment and vehicle inspections / Fleet Services	2
Requirement 1.9: The ability to provide the how-to training videos in a format that will allow multiple users to access simultaneously. Vendor to describe any limitations	3
Requirement 1.10: The ability to update the how-to training videos as operation methods change.	3



## Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

1. **360water, Inc. 965 W. Third Ave. Columbus Ohio 43212**
2. Location(s) of Key Projectstaff: **Columbus Ohio and Louisville, KY.**
3. Total number of employees **12**
4. Provide an organization chart for your firm:  
**Senior Staff:**  
 Laura Tegethoff Raish/: President Todd Raish VP Operations/Gordon Baugh Director of O&M **Project Management Staff, Videographers, Senior Writers**  
 Dennis Thomasson, Hollis Davis, Bob Russell, Shivan Barwari  
**Writers:**  
 Niki Kauffman, Molly Heigel, Anna Shvets, Alex Shambrock  
**Administration:** Monica Simpson
5. Number of years in business: **20 Years**
6. Number of years active in the development of training video and materials: **20 years**
7. List of clients, with contact information, for whom you have provided training video and materials Complete list upon request: submitting 3 references

<b>Customer 1</b>	
<b>Legal Name of Company or Governmental Entity</b>	<b>Indiana Utility Regulatory Commission</b>
<b>Company Mailing Address</b>	<b>101 W. Washington St., Suite 1500 East</b>
<b>Company City, State, Zip</b>	<b>Indianapolis, IN 46204</b>
<b>Company Website Address</b>	<a href="https://www.in.gov/iurc/">https://www.in.gov/iurc/</a>
<b>Contact Person</b>	<b>Darby Miller</b>
<b>Company Telephone Number</b>	<b>(317) 234-5157</b>
<b>Contact E-mail</b>	<a href="mailto:DarbMiller@urc.in.gov">DarbMiller@urc.in.gov</a>
<b>Industry of Company</b>	<b>Underground Utilities</b>
<b>Customer 2</b>	
<b>Legal Name of Company or Governmental Entity</b>	<b>Division of Drinking and Ground Waters, Ohio EPA</b>
<b>Company Mailing Address</b>	<b>50 W. Town St., Suite 700</b>
<b>Company City, State, Zip</b>	<b>Columbus, Ohio 43215</b>
<b>Company Website Address</b>	<a href="https://epa.ohio.gov/ddagw/">https://epa.ohio.gov/ddagw/</a>
<b>Contact Person</b>	<b>Andrew Barienbrock</b>
<b>Company Telephone Number</b>	<b>614-728-1216</b>
<b>Contact E-mail</b>	<a href="mailto:Andrew.Barienbrock@epa.ohio.gov">Andrew.Barienbrock@epa.ohio.gov</a>
<b>Industry of Company</b>	<b>Operator certification regulatory authority</b>

<b>Customer 3</b>	
<b>Legal Name of Company or Governmental Entity</b>	SD1
<b>Company Mailing Address</b>	2999 Amsterdam Rd.
<b>Company City, State, Zip</b>	Erlanger, KY. 41017
<b>Company Website Address</b>	<a href="https://www.sd1.org/">https://www.sd1.org/</a>
<b>Contact Person</b>	Joe Baxter
<b>Company Telephone Number</b>	859-547-1111
<b>Contact E-mail</b>	<a href="mailto:Jbaxter@sd1.org">Jbaxter@sd1.org</a>
<b>Industry of Company</b>	Municipal Utility Co.

8. Annual revenue: **2-3 million**
9. Business structure **S-Corp**
10. Ownership: **100% owned by Laura Tegethoff Raish- sole share holder**
11. List of proposed project personnel who are not employees of your organization: **Dennis Thomasson, Louisville KY. 360water, Inc has a long-term relationship with Mr. Thomasson who is an expert in Wastewater Maintenance. His resume is attached.**
12. Identify previous work performed for LFUCG, nature of the work and the date of the work. **NONE TO DATE**
13. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last fiveyears. **NONE**

## Proposed Approach for the Identified Videos

Please include the following items when describing your approach to developing the training videos identified in the Requirements section.

- **Describe your approach to planning, developing, and producing the how-to training videos described in the requirements sections.**
  - 1) Determine video style.
    1. Will the video be narrated by voiceover only? Will we have an actor or expert we record reading the script?
      - a. If narrated by voiceover only, we need to produce graphical elements to fill every second of the video.
      - b. If using an actor/expert on screen, then we may not need to produce as many graphical elements because the actor/expert can be on screen at any point.
  - 2) Write script.
    1. 360water will write the script ourselves and use Lexington staff to review and approve.
  - 3) Identify graphical elements.
    1. Graphical elements include anything that will be shown on screen – text, illustrations, video clips, animations, charts, etc. The percentage of the video that requires graphical elements is determined in item 1.
  - 4) Review and edit script with client until the client approve plan.
  - 5) Depending on the answer to item 1 above:
    1. Send script to voiceover artist and wait for voiceover to come back.
    2. Record video of actor or expert reading the final script.

6) Create the video using the footage from Interviews, plant walk throughs, demonstrations and the graphical elements previously identified.

➤ **Describe the core project team you are proposing for this work.**

- Laura Tegethoff, President: Principal, Project Manager
- Dennis Thomasson: Technical Advisor, and Subject Matter Expert
- Hollis Davis: Videographer, Writer, and Content Developer
- Shivan Barwari: Videographer, Writer, and Content Developer
- Bob Russell: Videographer, Writer, and Content Developer

➤ **Describe the job titles and related functions each will perform:**

Videographers: Davis, Barwari, and Russell have years of video content development for 360water. The role of Tegethoff on the team is to communicate and develop a long- range path to success. Her role is Interfacing with IT, SME, client, and state approval for continuing education if the client chooses to include that in the program. Thomasson is the subject mater expert for a variety of the subjects requested.

1. Provide names and resumes for each team member: See Last Section called Resumes.
2. Identify the level of effort for each team member: See Pricing Matrix
3. Identify the hourly rate for each team member: See Pricing Matrix

➤ **Describe the estimated schedule and timeline for creating the videos as described in the requirements section.** January 2021 thru December 2021.

➤ **What is the average length of time it takes to produce the videos we have listed in this RFP?**

360water estimates 1 month per section. Adjustment to this schedule will be determined after the first section. 360water could complete the program in 6 months if the review and approval is completed in a quicker manner, also if 360water video records two sections concurrently. This is a variable that only through time with the client can be determined. In the past we have met the expectations of the client sooner.

➤ **What is your estimated duration to produce all the videos we listed?**

The entire program should be completed in 1 calendar year.

➤ **Identify all responsibilities for LFUCG**

Provide source materials, interviews, existing SME's, and staff to record in the field and staff to review and approve the product.

➤ **Please provide a link to recent operational training videos you have produced.**

**Field procedures using site footage, stills, and voiceover**

Ozone Gas Leak Detection: <https://vimeo.com/user8136395/review/475979221/8a3b058b13>

Collecting Sludge Sample: <https://vimeo.com/user8136395/review/65170373/a2d9fefb1a>

Procedural Description for House Calls: <https://vimeo.com/user8136395/review/106345885/29c56c18d0>

**Process description using stills, overlays, and voiceover**

Process Overview: <https://vimeo.com/user8136395/review/369404684/043f2252f5>

**Informative video with actor, script, and graphics**

Indiana Dig Law: <https://vimeo.com/user8136395/review/475573397/099f245a50>

## **Software training using screenshots, live video capture, and classroom training**

Software In-Person Training Capture: <https://vimeo.com/user8136395/review/399295546/5822b6f534>

OIT/PLC/SCADA Operation: <https://vimeo.com/user8136395/review/426792533/5d4b4f232b>

## **Drone**

Drone flyover demo footage: <https://vimeo.com/user8136395/review/475988151/0caa92fd8b>

### ➤ **Describe your process for modifying the videos if operational processes change.**

1) Edit existing video. This process is more efficient than shooting new video.

- Text modification
- Graphics modifications
- Voice over modification

2) Reshoot Video if needed. This process is required when steps and tasks change.

Short videos are easier to edit than longer videos. Our production takes modification of processes into consideration when developing content due to the issue that things in facilities change over time. The shorter segments increase the speed to access content. The segments are short enough that when procedures change the entire footage will not need to be scrapped but just re-shot to reflect the modification. We also string the videos together with written materials. Those written materials are editable from 360water as well as LFUCG staff after the program is completed.

## **Assumptions and Constraints**

ASSUMPTIONS: LFUCG will provide current source materials, a point of contact, and a safe workplace environment. The LFUCG point of contact should have a working knowledge of the subjects requested in the RFP. 360water will be able to video capture footage of procedures on LFUCG equipment and systems. LFUCG will provide approved staff to be video and audio for the program. If third party actors are required, then additional fees will be negotiated. The time required will be 3 days per section outlined in this RFP. The SME, Videographer, and LFUCG staff will capture all the footage for that section and then work internally to develop the final product. LFUCG staff will review the individual segments prior to adding them to a program. If segments need revision additional time will be required in the field using approved LFUCG staff. This proposal is heavy on video production per the RFP language.

Project deliverables and deadlines are constrained by the timeliness of the LFUCG review and approval.

360water assumes LFUCG will want online delivery of this program. 360water will create the videos and use the site <https://LFUCG.360water.com> in a cloud application at Amazon Web Services. LFUCG will provide a database listing emails and names of employees that are allowed access to online training.

## Pricing Matrix

In light of the fact that vendors are not familiar with the City's operational details for each of the videos listed in the requirements section, we are requesting a bid for one specific video based on the workflow found in Appendix A; Sewer Overflow Response Plan. We would like a detailed price for completing a training video to include a breakdown of the core project team with job titles, duties (please describe), level of effort and hourly rate. This will allow us to evaluate comparable price quotes. Prices should be stated in U.S. dollars.

Job Title & Functions/Duties	Level of Effort in Hours	Hourly Rate	Total Cost
1) Project Manager, <b>Tegethoff</b>	210	150.00	31,500
2) Technical Advisor, <b>Thomasson</b>	264	165.00	43,560
3) Videographer and Content Developer <b>Russell</b>	330	123.30	40,689
4) Video Technician <b>Barwari and Davis</b>	275	95.90	26,373
5) Writer, <b>Barwari and Davis</b>	330	95.90	31,647
6) Post-Production, Rendering and QAQC <b>Davis</b>	220	95.90	21,098
<b>Total price for video production</b>			\$194,867

Description		Price
Total price for video production from itemized table		\$ 194,867
Other: please itemize in detail	Web portal with pre-population of 6 courses for continuing education for the five- year duration of the program. (\$22,500) The client shall select the 6 courses based on pre-approved courses in KY for no additional cost. Upload of LFUCG staff into DB included.  Studio time as needed estimated 5 days studio with 5 days paid actor- this can change based upon the client's requests. (\$10,000)	\$ 32,500
Travel and living expenses	Hotel and mileage for the project to complete the list of videos - <b>ESTIMATE</b>	\$ 12,000
<b>Total Price (All-Inclusive) for developing the Sewer Overflow Response Plan video</b>	The assumption is the consultant will video procedures and string them together with additional graphics to capture and transfer standardized procedures to accomplish what the staff need to know to do handle aspects of sewer overflow procedures and protocols for LFUCG.	\$ 239,367
<b>Hourly rate for additional on-demand videos over the next 5 years **</b>	NC - There is no hourly cost to have access to the training contracted to produce. The unlimited access is included in the hosting fee under ANOTHER portion of this table.	\$0

Number and description of Lexington-Fayette Urban County Government Employees required to assist with developing the training videos	360water will require LFUCG staff to walk through the policies and procedures for each subject matter listed in the video requests as well as the review of the script prior to studio work. We anticipate that the LFUCG employee will need to schedule 1-week per requirement section of the RFP.	
Estimates in hours, by role for Lexington-Fayette Urban County Government Employees required to assist with developing training videos	One LFUCG worker to perform in the field 24 hours a month. All LFUCG staff featured in video must be approved by the utility. One LFUCG supervisor to review plan, script, and approve the work performed. 24 hours a month.	

RESUMES:



**Laura Tegethoff**, *Project Manager and Content Developer*

Laura has been working in the water and wastewater industry for over 30 years. She has trained, created training, and consulted over 100 utilities designing knowledge transfer tools. She has experience in content development, review, and planning

**EMPLOYMENT**

President, 2000 - Present

**EDUCATION**

The Ohio State University, Columbus, OH  
 B.S. Business Administration  
OTCO Class 1 Wastewater Operators Program



**Shivan Barwari**, *Videographer and Content Developer*

Experienced Technical Writer in the public utility industry with expertise in video editing, video scripting, video production, and multimedia for training courses.

Senior Writer responsible for creating online, classroom, and video training courses from content approved by Project Manager and Project Administrator.

**EMPLOYMENT**

Senior Technical Writer, 360water, 2012 - Present

**EDUCATION**

The Ohio State University, Columbus, OH  
 B.S. Mechanical Engineering, minor in English, September 2004 – December 2009  
Professional Writing Minor, March 2011 – December 2011



**Hollis Davis**, *Videographer and Content Developer, Writer*

---

Experienced Technical Writer in the public utility industry with expertise in creating illustrated and motion graphics, video editing, video scripting, video production, and multimedia for training courses.

Senior Writer responsible for creating online, classroom, and video training courses from approved content. Integrate text and multimedia in creating courses.

**EMPLOYMENT**

Project Manager/Technical Writer, 360water, 2010 - Present  
Technical Writer, MTD products, 2008 - 2020

**EDUCATION**

Miami University, Miami, OH  
B.A., Technical and Scientific Communication, 2008



**Robert Russell**, *Videographer/Content Developer*

---

Experienced Project Manager and Technical Writer in public utility industry for training of Operation and Maintenance, technical, safety, and wet weather treatment, manufacturer employee training and customer interfacing, and IT services.

Responsible for managing the overall project; determining learning objectives, audience, and channel for each course topic as well as synthesizing information from equipment O&M manuals, design plans, and existing materials. Bob shoots subject photographs, does video scripting, editing, production and video on-site to supplement training.

**EMPLOYMENT**

Project Manager/Technical Writer, 360water, 2007 - Present

**EDUCATION**

The Ohio State University, Columbus, OH  
B.S., Mechanical Engineering, 2007

## Dennis Thomasson | 360water.

### Education

AS Industrial Mechanics and Maintenance Technology

### Registration

Class III Wastewater Operator, Commonwealth of Kentucky License 6285

EPA Universal Technician License 1377

KY Water and Wastewater Operator's Association Member #27570

KYWARN Steering Committee Member

### Office Location

Louisville, KY

Dennis is a resource with unmatched knowledge of Sewer Maintenance and Operations systems. He retired from Louisville MSD in 2016 where he was the Collections System Director, overseeing wastewater treatment plants and pumping stations, and responsible for systems functioning as intended. During his 28-plus years with Louisville MSD he was involved with virtually all of the utility's physical systems, including the planning, design, construction, operation and repair of major and minor facilities. He also held the role of Emergency Response Director for Louisville MSD, working with the Louisville Metro Emergency Management Agency on community disasters. He has contacts within MSD and outside of the agency that will allow him to effectively contribute to emergency response planning at all levels. Dennis also performed as Louisville MSD Public Information Officer during time of emergency preparedness.

### Relevant experience

Senior Manager Metro Operations (3years) Managed daily operations and maintenance of 296 sanitary pumping stations, and 20 WWTP's. Also managed the operation and expansion on RTC systems, and CCTV Operations.

Emergency Response Director (6 years) – Louisville Metropolitan Sewer District, Louisville, Kentucky

As MSD's Emergency Response Manager, Dennis was involved in all aspects of disaster preparedness, response and recovery for MSD, including assisting in community disasters. As MSD's representative to The Group, a local terrorism task force, he was involved with preparing for, and responding to, potential terrorist attacks.

Collections System Director (3 years) – Louisville Metropolitan Sewer District, Louisville, Kentucky

During his career at MSD, Dennis was involved with hundreds of facilities, ranging from small neighborhood pumping stations, to regional wastewater treatment plants. Whenever a crisis occurred that involved an MSD facility, Dennis was part of the response. He has dealt with issues as small as odor complaints to major power losses that resulted in wastewater discharges to waterways and violations from regulatory agencies.



**AFFIDAVIT**

Comes the Affiant, 360water Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Laura D Parish and he/she is the individual submitting the proposal or is the authorized representative of 360water Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

4. Proposer has authorized the Division of 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.

Laura J. Raish

STATE OF OHIO

COUNTY OF FRANKLIN

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

by LAURA T. RAISH on this the 5<sup>TH</sup> day

of NOVEMBER, 2020.

My Commission expires: 01/26/2021

[Signature]

NOTARY PUBLIC, STATE AT LARGE



**MONICA A. SIMPSON**  
Notary Public, State of Ohio  
My Commission Expires 01-26-2021

## 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.*

*Sam R. Rash*                      *360water, Inc.*  
Signature                                      Name of Business



*Bringing the water and wastewater industry full circle*

November 6, 2020

Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor  
Lexington, Kentucky 40507  
Attn: Director, Division of Central Purchasing

**RE: 360water, Inc. Affirmative Action Plan**

Dear Director:

Please find attached copy of our Affirmative Action Plan and Current Work Force Analysis Form to supplement our proposal for RFP #27-2020 Video Training Services for Water Quality.

If you need anything additional, please do not hesitate to be in touch.

Kind Regards,

A handwritten signature in blue ink that reads "Laura J. Raish". The signature is written in a cursive style.

Laura Tegethoff Raish  
President  
360water, Inc.

**360water, Inc.**

965 W. Third Avenue, Columbus, Ohio 43212  
Phone 614.294.3600 Fax 614.294.3601 Email [info@360water.com](mailto:info@360water.com)



## Affirmative Action Program

### **EEO Recruitment Strategies:**

Strategy: 360water, Inc. will make a good faith effort to recruit a diverse group of employees and provide equal opportunity for minorities, women and disabled persons to become competitive in state contracting opportunities. 360water, Inc. will advertise positions in media outlets that will provide information and access to the underserved populations.

### **EEO Selection Strategies:**

Strategy: 360water, Inc. will utilize procedures, processes and techniques that are fair and do not have an adverse impact on minorities, women or disabled persons. Prospective employees will not be excluded from the hiring process due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, and veteran status.

### **EEO Placement/Orientation:**

Strategy: 360water, Inc. will provide newly hired employees with basic employment information during the first couple weeks on the job. New employee position descriptions, fringe benefits information, policies, procedures and EEO are a few of the topics which should be covered. Employees will not be denied fringe benefits and/or opportunities for promotion based on race, color, religion, sex, national origin, disability, age (40 years old or more), military status and veteran status.

### **EEO Performance Evaluation:**

Strategy: 360water, Inc. will evaluate the performance of their employees on an annual basis. It should provide the necessary supervisory feedback to identify areas to be improved as well as to reinforce those activities that meet or exceed standards. Performance appraisal will be evaluated without regard to race, color, religion, sex, national origin, disability, age (40 years old or more), military status and veteran status.

### **EEO Training Strategies:**

Strategy: 360water, Inc. will attempt to diversify workforce by utilizing training and apprenticeship programs with diverse participants. Training and apprenticeship programs can increase the number of qualified minorities, women, disabled persons and veterans available for job placement.

### **EEO Discipline Strategies:**

Strategy: 360water, Inc. will set clear disciplinary standards and warn of consequences for non-compliance. Discipline will be designed to rehabilitate employees who choose to correct their behavior as well as justify the termination of those who do not. The employer will not mistreat or unfairly discipline an employee based on race, color, religion, sex, national origin, disability, age (40 years old or more), military status and veteran status.

### **EEO Separation Strategies/Exit Interviews:**

Strategy: 360water, Inc. will conduct exit interviews as a problem-solving tool in an attempt to reveal employee turnover. Exit interviews can provide the organization with information about how to correct the causes of discontent and reduce the costly problem of employee turnover.

### **EEO Monitoring Strategies:**

Strategy: 360water, Inc. will ensure Human Resources managers and supervisors understand this plan and hold managers and supervisors accountable for the effective of this plan.

### **Minority Business Enterprise Solicitation Strategies:**

Strategy: 360water, Inc. will make a good faith effort to solicit business from certified minority owned businesses (MBE). 360water, Inc. will utilize the State of Ohio, Equal Opportunity Division's webpage to access certified MBEs. <http://das.ohio.gov/Eod/MBESearch/index.asp>.

**WORKFORCE ANALYSIS FORM**

Name of Organization: 360water, 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	1		1														
Professionals	1	1															
Superintendents																	
Supervisors	3	3															
Foremen																	
Technicians	5	1	4														
Protective																	
Para-																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>	<b>11</b>	<b>5</b>	<b>6</b>														

Prepared by: Todd Raish Date: 11/15/2020  
VP-Operations (Name and Title)

Firm Submitting Proposal: 360water, Inc.

Complete Address: 905 West Third Ave Columbus Ohio 43212  
Street City Zip

Contact Name: Laura Raish Title: President

Telephone Number: 614-288-0567 Fax Number: 614-294-3601

Email address: Laura@360water, Inc.



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 27-2020

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.

360water, Inc.  
Company  
Nov 5, 2020  
Date

Samuel Rugh  
Company Representative  
PRESIDENT  
Title



## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

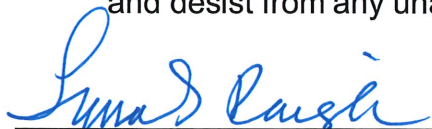
#### B. At Will Termination


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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

  
Signature

  
Date



**LEXINGTON**

**RFP-27-2020 Addendum 1  
360WATER, INC.  
Supplier Response**

**Event Information**

Number: RFP-27-2020 Addendum 1  
Title: Video Training Services  
Type: Request For Proposal  
Issue Date: 10/14/2020  
Deadline: 11/11/2020 02:00 PM (ET)

**Contact Information**

Contact: Brian Marcum  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

## 360WATER, INC. Information

Contact: Laura Tegethoff Raish  
Address: 965 W. Third Ave.  
Columbus, OH 43212  
Phone: (614) 294-3600  
Fax: (614) 294-3601  
Toll Free: (866) 923-3600  
Email: LauraT@360water.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.

Laura T. Raish

*Signature*

*Submitted at 11/11/2020 8:43:43 AM*

Laurat@360water.com

*Email*

## Response Attachments

---

### **LFUCG MWDBE Participation Form\_v2.pdf**

LFUCG MWDBE Participation Form

### **Supplemental Docs\_RFP 27-2020 Video Training Services for Water Quality.pdf**

Additional required docs\_RFP 27-2020

### **Response to RFP 27-2020\_v2.pdf**

RFP 27-2020 Proposal Response\_360water Inc

### **Addendum 1\_Signed\_RFP 27-2020 Video Training Services for Water Quality.pdf**

Signed Addendum 1\_RPF 27-2020