

The logo for Paul Moore Appraisal Services, LLC features the name "Paul Moore" in a large, serif font. The letter "P" is significantly larger than the other letters. To the right of the "P" is a small, stylized illustration of a house. Below the name "Paul Moore" is a horizontal line, and underneath that line, the words "Appraisal Services, LLC" are written in a smaller, sans-serif font.

Paul Moore  
Appraisal Services, LLC

June 06, 2016

Purchasing Director  
Lexington-Fayette Urban County Government (LFUCG)  
Room 338, Government Center  
200 East Main Street  
Lexington, Kentucky 40507

**Re: RFP #17-2016 Real Property Appraisers for the Agricultural Land Easement Program**

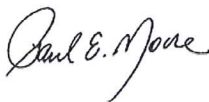
Dear Mr. Slatin:

Thank you for the opportunity to provide a bid proposal for the subject RFP.

Following this transmittal letter, I've included information as required by the subject request for proposal. Documentation is provided regarding the 4 specific criteria of the proposal, which is the cost of services; specialized experience and technical competence; past record and performance; and familiarity with details of project. In addition, I've included resume/appraiser qualifications; list of staff members who may be assisting me in the development and reporting of the conservation easement valuations, along with a current copy of their certification/license for those staff appraisers as well as myself. Also I've included a partial list of clients that I've provided conservation easement appraisal services.

Again I appreciate the opportunity to provide this bid proposal and look forward to my continued working relationship with the Rural Land Management Board and Beth Overman, Director of the Purchase of Development Rights, (PDR Program).

Sincerely,

A handwritten signature in cursive script that reads "Paul E. Moore".

Paul E. Moore, ARA, RPRA  
Paul Moore Appraisal Services, LLC  
3001 Oak Hill Lane  
Versailles, KY 40383  
Office Phone: (859)879-3214  
Mobile Phone: (859)806-7311  
FAX: (859) 873-2163  
Email: [paulemoore@windstream.net](mailto:paulemoore@windstream.net)  
Website: [paulmooreappraisals.com](http://paulmooreappraisals.com) or [pmasllc.com](http://pmasllc.com)

## Information for Evaluation Criteria

### Cost of Services:

My bid to continue providing my appraisal services for the valuation of conservation easements for the Rural Land Management Board (RLMB) and Beth Overman, Director of the PDR Program will remain the same as it has been since 2009, which is **\$3,000 per assignment**. This bid includes all my costs involved in the development and reporting of the property value; therefore, no other fees or reimbursable expenses will be added.

### Specialized Experience and Technical Competence; Appraisal Team Experience and Performance; and Familiarity with the Details of the Project

I have over 42 years of real estate property appraisal experience, most of which is and has been of agricultural properties. Over 33 years of this appraisal experience was while I was employed by USDA Farmers Home Administration and later to be known as Farm Service Agency. I retired as Chief Appraiser for the Kentucky Farm Service Agency in 2008. In 2005 to current, I've been the owner and chief appraiser for Paul Moore Appraisal Services, LLC. My first client in 2005 was the Rural Land Management Board with Maynard Ferguson being the Director of the PDR Program. At that time and until 2009, I was the sole appraiser providing technical reviews of all of the appraisal reports being submitted for the PDR Program. Then in 2009 I began developing and reporting the values for conservation easements for the RLMB and Billy Van Pelt, then Director of the PDR Program. I have continued to provide my appraisal services since 2009 and have submitted a conservation easement appraisal report for the PDR Program as recent as last month.

As you will see, by the copy of my qualifications in the addenda of this proposal, I have had numerous hours of appraisal education. More specifically I have successfully completed conservation easement courses in October 22 & 23, 1999, April 25-27, 2006 and September 29 through October 3, 2008. In addition, I attended a 4 hours conservation easement seminar on September 24, 2010. I'm recognized as being one of a few appraisers qualified/certified to complete conservation easement appraisal reports for the IRS and certainly any other entity involved in conservation easement encumbered properties.

In 1992, I obtained Kentucky Certified General Real Property Appraiser Certification. More significantly, I acquired accreditations from the American Society of Farm Managers and Rural Appraisers, both as an appraiser (ARA) and reviewer (RPRA) in 1991 and 1994 respectively. I provide my appraisal services over several States.

In 2013, I was selected as one of seven appraisers nationwide to provide technical reviews of appraisal reports for the USDA NRCS conservation easements. I currently remain on this panel of reviewers. As a technical reviewer on this panel I review conservation easements of all types from all over the United States, especially ACEP-ALE's. As their reviewer I'm required to have knowledge of not only the conservation easement appraisal review requirements but also the requirements the appraisers must follow in providing these reports.

I currently employ 3 other appraisers, all of which will be providing me with some assistance in the development and reporting of the appraisal reports. My appraisal staff includes Joel Kenimer, who is also a Kentucky Certified General Real Property Appraiser; Colby Myers, an Associate Appraiser, soon to be a Kentucky Certified General Real Property Appraiser; and Greg Miracle, a recently hired appraiser trainee. Some of the assistance they provide may be in the inspection and some of the writing of the appraisal report. Although they may be providing assistance I will be providing the service and I will continue to be responsible for any work they provide in the development and reporting of values for any appraisal reports assigned to my business.

I have numerous clients; however, I will only provide a list with their names, contact person, phone numbers and type of project. This list will not only include entities of which I've provided conservation easement appraisals for, but also it will include some of the individuals I've developed conservation easement appraisal reports for use by the IRS for tax benefits as well as bargain sale conservation easement appraisal reports. The list of individuals is long and so I'm only providing some of which I still have contact information available.

- LFUCG – Rural Land Management Board  
Numerous Appraisal Reports  
Attn: Beth Overman, PDR Director  
859-425-2227
  
- USDA – NRCS  
Deena Wheby, ASTC for Programs - 859-224-7403  
or Karen Woodrich, State Conservationist – 859-224-7350  
771 Corporate Drive  
Lexington, KY
  
- Donated Easement  
Grimes Mill Farm  
Charles & Gloria Martin  
7416 Grimes Mill Road  
Lexington, KY  
859-327-1812
  
- Donated Easement  
Frederick B. & Catherine B. Peterson  
1033 Iron Works Pike  
Lexington, KY  
859-299-3602
  
- Donated Easement – Bargain Sale  
Larry A & Janis L. Levin  
3175 Russell Cave Rd  
Lexington, KY 40511  
859-294-0323

- Don M. Robinson  
4152 Military Pike  
Lexington, KY  
859-229-4218
- Donated Easement  
Lela Hume Cason  
3921 Kenny Ln.  
Lexington, KY
- Grassland Reserve Program  
Glenn Horsley  
39 Horsley-Triplett Ln.  
Harned, KY  
270-756-5673
- Grassland Reserve Program  
Joyce S. Colson  
750 KY Hwy 392  
Cynthiana, KY  
859-234-9802

Addenda:

**QUALIFICATIONS OF APPRAISER - PAUL E. MOORE, ARA & RPRA & CGRPA**

**BACKGROUND:** Raised on tobacco, dairy, hog and feed grain farms in Casey and Russell Co.

**EDUCATION:** Graduate of Russell County High School, Russell Springs, KY, 1971  
Bachelor of Science degree Agriculture w/ minor in Business Administration, at WKU

**WORK EXPERIENCE:**

June 1974 to 5/78, Assistant County Supervisor, (FmHA) Bowling Green, Princeton, Owensboro, New Castle & Etown, KY

May 1978 to July 1983, County Supervisor, FmHA, Owenton & Elizabethtown

July 1983 to September 1984, Rural Housing Specialist, FmHA, State Office

September 1984 to July 1992, Farmer Program Specialist, FmHA, State Office

July 1992 to February 17, 1996, Appraiser/Reviewer, FmHA/RECD, Kentucky

February 18, 1996 to 3/01/08, Appraiser/Reviewer, Farm Service Agency (FSA)

Formed Paul Moore Appraisal Services, LLC in 2005

**APPRAISAL EXPERIENCE:**

Designated appraiser by Kentucky, FmHA Director in 1976

Completed residential, farm real estate and chattel appraisals in KY since 1976

In 1987, was designated by FmHA Administrator to be Kentucky's farm RE appraisal trainer and appraisal reviewer

Trained for both chattel and real property appraisals for several classes since 1986

I obtained ACCREDITED RURAL APPRAISER, ARA, designation from ASFMRA in 11/8/91 and RPRA designation in 1994.

Obtained KY Certified General Real Property Appraiser Certification, 1992

National Task Force Member & Instructor for FSA Appraisers on Use of Appraisal Software

**ACTIVITIES:**

Accredited member and 3 time President of Bluegrass Chapter ASFMRA

Instructed USPAP, Part II, A-12, July 25 & 26, 2000 & a Review Appraiser Seminar – March 1, 2002

Instructed Highest and Best Use Seminar – ASFMRA – March 7, 2013

Served as member on the Kentucky Real Estate Appraisers Board, KREAB - October 2007 to November 19, 2009

District II Vice President and Member of Executive Council ASFMRA – Effective 10/1/11 – 10/1/14

On panel of reviewers for NRCS conservation easement technical reviews

Serving on and have served on several different committees with the ASFMRA

**APPRAISAL COURSES:**

Real Estate Appraising, 3 hours credit, Western Kentucky University, 1975  
An Introduction of Appraising Real Property, Course 101, Appraisal Institute Inst., 1982  
Principles of Rural Appraisal, Course A-20, ASFMRA, 1988  
Advanced Rural Appraisal, Course A-30, ASFMRA, 1989  
Report Writing Seminar, ASFMRA, 1989  
Certification School, Course A-45, ASFMRA, 1990  
Standards and Ethics, Course A-12, ASFMRA, 1991  
Advanced Appraisal Review, Course A-35, ASFMRA, 1992  
Uniformed Residential Appraisal Report, Course 402 A, ASI, 1992  
Commercial Environmental Hazards Report, Course 408 B, ASI, 1992  
Residential Appraisal Review, NARAMU, 1992  
Fractional Interest Seminar, ASFMRA, 1993  
Eminent Domain, Course A-25, ASFMRA, 1993  
Audit – Advanced Rural Appraisal, A-30, ASFMRA, 1993  
Uniformed Residential Appraisal Report, Revised 402 A, ASI, 1994  
Code of Ethics, Part I, ASFMRA, March 1 & 2, 1995  
USPAP, Part II, A-12, ASFMRA, Nov. 30 & Dec. 1, 1995  
Mineral Seminar, ASFMRA, Feb. 26 & 27, 1997  
Rural Residential Appraisal Seminar, ASFMRA, Nov. 20 & 21, 1997  
Appraising Agricultural Chattels, ASFMRA, Feb. 17 & 18, 1998  
Audit – Advanced Appraisal Review, A-35, ASFMRA, April 26 – May 2, 1998  
Rural Business Valuation Seminar, ASFMRA, Oct. 22 & 23, 1998  
Highest & Best Use, Course A-29, ASFMRA, Jan. 12 & 13, 1999  
Conservation Easement Seminar, ASFMRA, Oct. 21 & 22, 1999  
USPAP, Part II, A-12, ASFMRA, July 25 & 26, 2000  
Review Appraiser Seminar – March 1, 2002  
Appraising Agricultural Chattels, ASFMRA, Feb. 27, 2003  
2004 National USPAP Update, Dennis Badger & Assoc., Inc., Jan. 15, 2004  
2004 USPAP Update & KREAB News & Views, KREAB, Jan. 16, 2004  
Broiler Grower Seminar, Tennessee Chapter, ASFMRA, Jan. 26 & 27, 2004  
ASFMRA Code of Ethics (A-12 Part I), Feb. 25, 2005  
KREAB – 2005 USPAP Revisions and Liability Insurance, March 11, 2005  
2005 and 2006 National USPAP Update, March 25, 2005 & September 29, 2006  
Appraising Conservation Easements & Case Studies, April 25-27, 2006  
Management of Lease Hunting and Fishing Enterprises, M-40, ASFMRA, May 11, 2006  
Uniform Appraisal Standards for Federal Land Acquisitions, “Yellow Book, ASFMRA, 6/2/06  
Income Capitalization – Unleveraged – A-270 – April 17-20, 2007  
7 Hour National USPAP Update Course, March 13, 2008  
Valuation of Conservation Easements – September 29 – October 3, 2008

Supervisor/Associate Training Course – February 27, 2009  
7 Hour National USPAP Update Course, February 11, 2010  
Appraising Rural Residential Properties - August 5, 2010  
Four Hour Conservation Seminar - September 24, 2010  
Basic Excel Spreadsheet for Appraisals - February 15, 2011  
ASFMRA - Instructors Workshop - July 9, 2011  
ASFMRA - Best in Business Ethics - Update - July 25, 2011  
7 Hour National USPAP Update Course, January 12, 2012  
7 Hour Sales Comparison Approach Seminar, August 1, 2012  
Supervisor/Associate Training Course, Nov. 7, 2012  
Highest and Best Use Seminar, March 7, 2013  
7 Hour National USPAP Update Course, January 24, 2014  
Commercial Greenhouse Appraising, April 29, 2014  
Timber Property Valuation, ASFMRA, September 26, 2014  
Supervisor/Associate Training Course, April 13, 2015  
7 Hour National USPAP Update Course, March 1, 2016

**APPRAISAL  
REPORTS:**

**All types of land and farm and rural property appraisal reports including but not limited to:** Commercial Greenhouse Appraisals; Commercial Poultry Appraisals; Yellow Book and USPAP Appraisals and Technical Reviews of Rural Properties and Conservation Easements (Purchase of Development Rights: WRP: GRP); IRS Appraisals and Appraisal Reviews; Government Appraisal Work; Rural Land Appraisals; Rural Land with Building Improvements; Rural Residential Appraisals; all property type technical reviews; etc.....

# Kentucky Real Estate Appraisers Board

2016 - 17

Certified General Real Property Appraiser

Herby grants a

License No 306

Paul E. Moore  
Paul Moore Appraisal Services, LLC  
3001 Oak Hill Lane  
Versailles, KY 40383

who has complied with the provisions of Chapter 324A of the Kentucky Revised Statutes IN WITNESS  
WHEREOF, we have caused the official seal to be affixed and attested for the year shown above.

Thomas Oliver, Chair

Dann Cann, Vice Chair

Kathy J. Mayfield

Jeff Fultz

Dwain Wheeler



THIS CERTIFICATE EXPIRES

6/30/2017

A handwritten signature in blue ink, appearing to read "Thomas Oliver", is written over the printed name of the chair.

**Qualifications of Appraiser** – Keenan Joel Kenimer CGRPA

<b>Background</b>	Raised on a thoroughbred horse farm in Paris, Kentucky
<b>Education</b>	Graduate of Paris High School, Paris, KY. 2001 Bachelor of Science Degree in Animal Science from University of Kentucky
<b>Work Experience</b>	May 2004 to December 2007, Senior Sales Associate/Office Manager Kenimer Insurance Agency 1/08 to 10/11, Crew Foreman at Winstar Farm, LLC. Versailles, KY. 11/11 to 4/12, Trainee at Paul Moore Appraisal Services, LLC. April 2012 to present – Associate Appraiser – Paul Moore Appraisal Services, LLC
<b>Appraisal Experience</b>	Received Trainee License in April of 2012 Received Certified General License in January of 2015
<b>Appraisal Courses</b>	Basic Appraisal Principles February 2012 Basic Appraisal Procedures March 2012 General Market Analysis/Highest and Best Use March 2012 USPAP (15 Hours) March 2012 Sales Comparison A-302, ASFMRA April 2012 Cost Approach A-301, ASFMRA May 2012 Income Approach A-303, ASFMRA July 2012 Supervisor/Associate Training Course, KREAB, Nov 7, 2012 Highest and Best Use ASFMRA March 2013 General Report Writing & Case Studies September 2013 Income Approach A-303, ASFMRA January 2014 National USPAP Update Course, ASFMRA January 2014 General Appraiser Income Approach Part 2 March 2014 Introduction to Commercial Greenhouse Appraisal April 2014 Best in Business Ethics, ASFMRA June 2014 Timber Valuation, ASFMRA September, 2014 Integrated Approaches to Value A 304, ASFMRA September 2014 Real Estate Statistics, Finance & Valuation Modeling October 2014 Eminent Domain A 250, ASFMRA January, 2015 The Valuations of Conservation Easements, ASFMRA August, 2015 National USPAP Update Course, March 1, 2016



# Kentucky Real Estate Appraisers Board

2016 - 17

Certified General Real Property Appraiser

Heretby grants a

License No 4983

To  
K. Joel Kenimer  
Paul Moore Appraisal Services LLC  
3001 Oak Hill Lane  
Versailles, KY 40383

who has complied with the provisions of Chapter 324A of the Kentucky Revised Statutes IN WITNESS  
WHEREOF, we have caused the official seal to be affixed and attested for the year shown above.



- Thomas Oliver, Chair
- Dann Carr, Vice Chair
- Kathy J. Mayfield
- Jeff Fullz
- Dwain Wheeler

THIS CERTIFICATE EXPIRES 6/30/2017

**Qualifications of Appraiser – Colby J. Myers**

<b>Background</b>	Raised on a purebred Angus operation in Harrodsburg, Kentucky
<b>Education</b>	Graduate of Boyle High School, Danville, KY. 2010 Bachelor of Science Degree in Agricultural Economics from University of Kentucky
<b>Work Experience</b>	January to June, 2014 - Trainee - Paul Moore Appraisal Services, LLC. June 2014 to Present – Associate Appraiser – Paul Appraisal Services, LLC
<b>Appraisal Experience</b>	Received Trainee License in July of 2014
<b>Appraisal Courses</b>	General Market Analysis/Highest and Best Use, ASFMRA, May 2014 Basic Appraisal Principles, ASFMRA, June 2014 Basic Appraisal Procedures, ASFMRA, June 2014 USPAP (15 Hours), June 2014 Timber Valuation, ASFMRA, September 2014 Real Estate Statistics, Finance & Valuation Modeling, Appraisal Institute, October 2014 Sales Comparison A-302, ASFMRA, October 2014 Rapid Fire Case Studies, ASFMRA, October 2014 Eminent Domain A-250, ASFMRA, January 2015 Supervisor/Associate Training Course, April 13 <sup>th</sup> , 2015 KREAB News, Views & Updates, KREAB, April 24 <sup>th</sup> , 2015 Income Approach A-303, ASFMRA, September 2015 General Appraiser Report Writing and Case Studies, AI, February 2016 National USPAP Update Course, March 2016 Cost Approach for General Appraisers, ASFMRA, April 2016 Integrated Approaches to Value A-304, ASFMRA, May 2016

**Kentucky Real Estate Appraisers Board**  
2016 - 17

*Associate Real Property Appraiser*

Herby grants a

License No 4916

Colby J. Myers  
To Paul Moore Appraisal Services LLC  
3001 Oak Hill Lane  
Versailles, KY 40383

who has complied with the provisions of Chapter 324A of the Kentucky Revised Statutes. IN WITNESS  
WHEREOF, we have caused the official seal to be affixed and attested for the year shown above.

*Thomas Oliver, Chair*

*Dann Cann, Vice Chair*

*Kathy J. Mayfield*

*Jeff Fultz*

*Dwain Wheeler*



THIS CERTIFICATE EXPIRES

6/30/2017

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #17-2016

Date: June 21, 2016

Subject: Real Property Appraisers for Agricultural Land Easement Program

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Q: Please clarify "current Kentucky pre-qualified real estate appraisers, headquartered in Central Kentucky".  
A: Appraisers must be pre-qualified according to USDA-NRCA document provided with original RFP package. Appraiser must be located in Central Kentucky.
2. Q: What is the approximate number for each farm type? (i.e. equine, crop, significant building improvements) Based on my knowledge of the PDR program, this information is known.  
A: The specific number for each farm type is not known but there are 20-25 appraisals anticipated in the next year.

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: Paul Moore Appraisal Services, LLC

ADDRESS: 3001 Oak Hill Lane, Versailles, Ky 40383

SIGNATURE OF BIDDER: Paul E. Moore



**AFFIDAVIT**

Comes the Affiant, Paul E. Moore, and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Paul E. Moore

STATE OF Kentucky

COUNTY OF Woodford

The foregoing instrument was subscribed, sworn to and acknowledged before me by Paul E. Moore on this the 7<sup>th</sup> day of July, 2016.

My Commission expires: 9/19/2017

Julie Hudson  
NOTARY PUBLIC, STATE AT LARGE

My Commission Expires  
September 19, 2017  
Notary ID #497570

## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

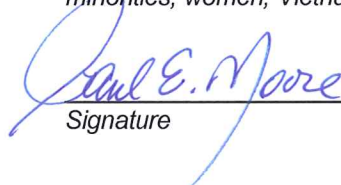
\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
\_\_\_\_\_  
Signature

Paul Moore Appraisal Services, LLC  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Paul Moore Appraisal Services, LLC

Date: 7 / 5 / 2016

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		3															3
Superintendents																	
Supervisors		1															1
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft																	
Service/Maintenanc																	
<b>Total:</b>		4	1														4 1

Prepared by: Paul E. Moore President/Owner  
 Name & Title



**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: Paul Moore Appraisal Services, LLC

Complete Address: 3001 Oak Hill Lane, Versailles 40383  
Street City Zip

Contact Name: Paul E. Moore Title: President/Owner

Telephone Number: 859-879-3214 Fax Number: 859-873-2163

Email address: paulemoore@windstream.net



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 17-2016

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.				
<i>ALL WORK PERFORMED BY COMPANY</i>				
2.				
<i>employees.</i>				
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.

Paul Moore Appraisal Services, LLC  
Company

Paul E. Moore  
Company Representative

7-5-2016  
Date

President/Owner  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 17-2016

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
<i>All work performed by company employees</i>					
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.

Paul Moore Appraisal Services, LLC Paul E. Moore  
 Company Company Representative  
7-5-2016 President, Owner  
 Date Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 17-2016

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

Company Name <u>Paul Moore Appraisal Services, LLC</u>	Contact Person <u>Paul E. Moore</u>
Address/Phone/Email <u>3001 Oak Hill Lane, Versailles Ky 40383 859-879-3214 paulemoore@windstream.net</u>	Bid Package / Bid Date <u>RFP 17-2016 7-5-2016</u>

N/A - ALL WORK PERFORMED BY COMPANY EMPLOYEES

MWDBE Company Addr	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone, meeting, ad, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE* AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Paul Moore Appraisal Services, LLC Paul E. Moore  
 Company 7-5-2016 Company Representative  
 Date 7-5-2016 Title President/Owner



### 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 # 17-2016

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

*All work performed by company employees*

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.

Paul Moore Appraisal Services, LLC Paul E. Moore  
 Company \_\_\_\_\_ Company Representative \_\_\_\_\_  
7-5-16 \_\_\_\_\_  
 Date Title

ALL WORK PERFORMED BY company employees

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** 17-2016

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 Economic Engine and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ 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.

\_\_\_\_\_ 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 MWDBE 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 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.

Paul Moore Appraisal Services, LLC

Company

7-5-2016

Date

Paul E. Moore

Company Representative

President/owner

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, 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.

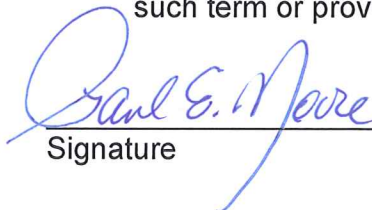
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according 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.

  
Signature

7-5-2016  
Date