



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 3, 2022

INVITATION TO BID #16-2022 Temporary Labor for E911

Bid Opening Date: February 17, 2022 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **02/17/2022**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave
<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u> 1 </u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: People Plus, Inc
Firm Name

2551 Richmond Rd, Suite 8
Address

Lexington, KY 40509
City, State & Zip

Bid must be signed:  Executive VP
(original signature) **Signature of Authorized Company Representative – Title**

Amanda S Huddleston
Representative's Name (Typed or printed)

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

ahuddleston@peopleplusinc.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Amanda Huddleston and he/she is the individual submitting the bid or is the authorized representative of People Plus, Inc the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. *[Signature]*

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Amanda Huddleston on this the 1st day of Feb, 2022.

My Commission expires: 3-26-2025

Brandon Rousey
Notary ID: KYNP26207
Comm Exp: 03/26/2025

[Signature]
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. Bids that are not submitted via Ion Wave will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **3-1** year(s) renewals. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

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

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 disability.*
- 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, veteran status, disability and age.



Signature

People Plus, Inc

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
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.
21. If any term or provision of this bid 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

02/11/2022

Date

WORKFORCE ANALYSIS FORM

Name of Organization: People Plus, Inc

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	14	1	10				3									1	13
Skilled Craft	15	7	3	1		3	1									11	4
Service/Maintenanc																	
Total:	29	8	13	1		3	4									12	17

Prepared by: Julia Mitchell, Staffing Coordinator - Lexington Office Date: 02 / 11 / 2022

(Name and Title)

Revised 2015-Dec-15

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

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

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

to satisfy the work requirements of the bid proposal

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 16-2022

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. People Plus (Pending Certification for Veteran Owned Business) 1095 Nebo Rd Madisonville, KY 42431	DBE	Staffing / Payroll		95%
2. ES2 Birmingham, AL	WBE	Background Check Provider	Varies	1%
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

People Plus, Inc

Company

02/11/2022

Date

Amanda Huddleston

Company Representative

Executive VP

Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name People Plus, Inc	Contact Person Amanda Huddleston
Address/Phone/Email 2551 Richmond Rd Suite 8 Lexington, KY 40509	Bid Package / Bid Date #16-2022 02/17/2022

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

(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.

People Plus, Inc
Company

02/11/2022
Date

Amanda Huddleston
Company Representative

Executive VP
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 16-2022

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
See Good Faith	Efforts document attached						

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.

People Plus, Inc

Amanda Huddleston

Company

Company Representative

02/11/2022

Executive VP

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 16-2022

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 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

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

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

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

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

People Plus, Inc
Company

02/11/2022
Date

Amanda Huddleston
Company Representative

Executive VP
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 (unless deemed not to apply or required in a lesser amount))

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Errors and Omission coverage unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- f. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Lexington-Fayette Urban County Government

Division of E911

Temporary Labor – E911

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

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

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

The vendor must provide:

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

- The LFUCG has established a Policy & Procedure for Harassment Complaints (CAO Policy #5R) and shall require the Agency to have, or enact their own policy for Harassment Complaints of equal standards. If the Agency doesn't have an established policy, they may obtain a copy of the LFUCG's policy upon request. Bidders must provide a copy of their harassment complaints policy with their bid.
- Government facilities often provide services to or for the benefit of minors. No employee or agent of the Agency shall interact in any way with any minor clients of any facility beyond what would be required in the course of fulfilling the duties required under this agreement. Any personal contact or non-professional interaction with a minor shall be cause to ban such employee or agent from working at the facility. In that event, LFUCG shall notify the Agency in writing that the employee or agent involved will no longer be allowed access to the facility and the required services must be provided through a different employee or agent.
- No employee or agent of the Agency shall take or make use of LFUCG material or information which is classified or non-classified.
- Any property of the LFUCG and/or its employees removed by employees of the Agency without advance consent shall be considered theft.
- Bidders must provide a copy of any agreement that must be executed as part of this contract with their bid.

PRICING:

Temporary Staff discovered by Vendor:

- **Telecommunicator / E911 Call Taker** **Mark up Rate: 32 %**
- **Telecommunicator Sr / E911 Dispatcher** **Mark-up Rate: 32 %**

Temporary Staff referred to Vendor by LFUCG:

- **Telecommunicator / E911 Call Taker** **Mark up Rate: 27 %**
- **Telecommunicator Sr / E911 Dispatcher** **Mark-up Rate: 27 %**

***See attached job descriptions**



Lexington-Fayette Urban County Government Job Description

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

General Description

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

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

Duties and Responsibilities

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

Essential Functions:

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

Additional Duties:

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

Responsibilities, Requirements and Impacts

Data Responsibility:

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

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

People Responsibility:

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

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

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



Lexington-Fayette Urban County Government Job Description

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

Asset Responsibility:

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

Responsible for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

Mathematical Requirements:

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

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

Communications Requirements:

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

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

Judgment Requirements:

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

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

Complexity of Work:

Complexity addresses the analysis, initiative, ingenuity, concentration and creativity, required by the job and the presence of any unusual pressures present in the job.

Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

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



Lexington-Fayette Urban County Government Job Description

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

Impact of Errors:

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

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

Physical Demands and Sensory Requirements:

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

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

Equipment Usage:

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

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

Unavoidable Hazards:

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

Works in environmentally controlled situation such as office.

Safety of Others:

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

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

Minimum Education and Experience Requirements:

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

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



Lexington-Fayette Urban County Government Job Description

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

Special Certifications and Licenses:

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

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

Special Requirements:

- Responsible for meeting annual in-service training requirements necessary to maintain certification as a Public Safety Telecommunicator.
- Attendance at the Department of Criminal Justice Training's Public Safety Dispatch Academy is an on-duty requirement and requires candidates to live in-residence at the academy during the work week for its five (5) week duration. This requirement does not pertain to candidates that are certified as a Telecommunicator in Kentucky.
- Must be able to work shifts, weekends, and holidays and the ability to rotate shift and days off assignments.
- In accordance with KRS 15.540, an agency hiring a telecommunicator after July 15, 2006, shall certify to the Department of Criminal Justice Training before admission to the Public Safety Dispatch Academy that the telecommunicator: (a) Is a citizen of the United States and has reached the age of majority; (b) Is a high school graduate or has received a general equivalency diploma (GED); (c) Has not been convicted of a felony or other crimes involving moral turpitude as determined by submission of each applicant's fingerprints to the information systems section of the Department of Kentucky State Police and to the Federal Bureau of Investigation identification division, and by such other investigations as required by the hiring agency; (d) Has taken a psychological suitability screening administered or approved by the Kentucky Law Enforcement Council to determine his or her suitability to perform the duties of a telecommunicator. Any agency that administers its own suitability screening shall certify the results to the department; (e) Has taken a polygraph examination administered or approved by the Kentucky Law Enforcement Council to determine his or her suitability to perform the duties of a telecommunicator. Any agency that administers its own polygraph examination shall certify the results to the department; and (f) Has passed a drug screening administered or approved by the Kentucky Law Enforcement Council. A person shall be deemed to have passed a drug screening if the results are negative for the use of an illegal controlled substance or prescription drug abuse. Any agency that administers its own screening shall certify passing results to the department.
- Subject to a polygraph and an extensive background check prior to employment and/or after employment.
- Subject to random drug testing after employment.
- Must be able to operate Urban County Government equipment and vehicles in a safe, prudent and responsible manner.
- All positions require drug testing before employment and may require a post-job offer physical as stated in Ordinances 21-14(b), 22-13 and 23-16.

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



Lexington-Fayette Urban County Government Job Description

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

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

Americans with Disabilities Act Compliance

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

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



Lexington-Fayette Urban County Government Job Description

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

General Description

The purpose of this classification is to dispatch emergency service personnel in the field, monitor and respond to related radio transmissions, and perform the functions of Telecommunicators whose purpose is to answer all emergency and non-emergency calls for the Division of Enhanced 911, provide assistance over the phone, and make official record of the call utilizing a computer aided dispatch (CAD) system.

This classification works under close to general supervision according to set procedures, but determines how or when to complete tasks.

Duties and Responsibilities

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

Essential Functions:

- Sends radio dispatch to Police, Fire and EMS personnel in the field.
- Coordinates response from emergency and non-emergency service agencies, operates a complex radio system, monitors the status of responding units, answers all radio transmissions by emergency personnel, and relays updates as needed.
- Performs the essential functions of Telecommunicator as needed.
- Assists with on the job training for the Telecommunicator Series.

Additional Duties:

- Performs related work as required.

Responsibilities, Requirements and Impacts

Data Responsibility:

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

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

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



Lexington-Fayette Urban County Government Job Description

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

People Responsibility:

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

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

Asset Responsibility:

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

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

Mathematical Requirements:

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

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

Communications Requirements:

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

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

Judgment Requirements:

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

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

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



Lexington-Fayette Urban County Government Job Description

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

Complexity of Work:

Complexity addresses the analysis, initiative, ingenuity, concentration and creativity, required by the job and the presence of any unusual pressures present in the job.

Performs coordinating work involving guidelines and rules, with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressures.

Impact of Errors:

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

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

Physical Demands and Sensory Requirements:

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

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

Equipment Usage:

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

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

Unavoidable Hazards:

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

Works in environmentally controlled situation such as office.

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



Lexington-Fayette Urban County Government Job Description

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

Safety of Others:

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

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

Minimum Education and Experience Requirements:

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

Special Certifications and Licenses:

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

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

Special Requirements:

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

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



Lexington-Fayette Urban County Government Job Description

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

A person shall be deemed to have passed a drug screening if the results are negative for the use of an illegal controlled substance or prescription drug abuse. Any agency that administers its own screening shall certify passing results to the department.

- Subject to a polygraph and an extensive background check prior to employment and/or after employment.
- Subject to random drug testing after employment.
- Must be able to operate Urban County Government equipment and vehicles in a safe, prudent and responsible manner.
- All positions require drug testing before employment and may require a post-job offer physical as stated in Ordinances 21-14(b), 22-13 and 23-16.
- Pursuant to the Drug Free Workplace Act of 1988 and to sections 21-52, 22-34 and 23-50 of the Code of Ordinances, all employees must remain drug and alcohol free when reporting to work, while at work and while engaged in any work related activities.
- Based on Federal Regulations 19-10 this position may be eligible for and offered the hepatitis vaccinations. In addition, employees will be required to sign a statement stating they have accepted or declined the hepatitis vaccination.

Americans with Disabilities Act Compliance

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

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



Lexington-Fayette Urban County Government
Lexington, Kentucky

Additional Requested Documents for

Bid #16-2022

Temporary Labor for E911

People Plus, Inc

2551 Richmond Rd, Suite 8

Lexington, KY 40509

02/17/2022

Good Faith Effort for MWDBE Procurement Goals

Please accept this as notification that People Plus is currently in the process of obtaining our Disabled Veteran Owned Business Status. When that status is approved, we will submit certification to LFUCG to help meet the 3% goal for veteran-owned business participation.

A handwritten signature in blue ink, appearing to read "A. Huddleston".

Amanda S Huddleston, EVP

People Plus, Inc

02/11/2022

People Plus Employee Policies on Alcohol/Drug and Harassment

ALCOHOL & DRUG-FREE WORKPLACE POLICY

Substance abuse has an adverse impact on an employee's work, personal and family lives, as well as the ability of People Plus, Inc., to fulfill its mission to provide the highest quality services to its clients. It can cause poor performance, decrease productivity, and create safety hazards. Consequently, People Plus, Inc., is committed to establishing and maintaining an alcohol and drug-free workplace.

Illegal Drugs

The use, distribution, dispensation, sale, offering for sale, possession, purchase, manufacture, or trading of illegal drugs on People Plus, Inc's., premises, clients' premises, or in other work related environment is strictly prohibited. The prohibition of illegal drug activity includes occasions when an employee is representing People Plus, Inc., or one of People Plus, Inc's., clients at events and meetings beyond normal work hours.

Alcohol

Employees are not permitted to consume alcohol while on People Plus, Inc's., premises, client premises, or while conducting People Plus, Inc's., business. This does not include official day or evening functions at which alcohol may be served, as long as use does not prevent employees from performing their jobs satisfactorily or pose any threat to the safety or welfare of the employee or others or puts the Company's reputation at risk.

Prescription and OTC Drugs

Employees are prohibited from the misuse or abuse of prescription and over-the-counter ("OTC") drugs. Employees who are using prescribed or OTC drugs for existing medical conditions must inform the designated People Plus, Inc., employee health representative of such treatment to discuss the necessity of temporary alteration of job duties or assignment if the drugs (1) may have possible side effects which may affect job performance, or (2) alter an employee's physical or mental abilities.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

Pre-Employment:

- People Plus will conduct pre-employment testing at an off-site facility. Candidates will not be allowed to begin work until a negative result is received. Candidates who refuse to submit to a drug test or who fail to show up for a drug test will no longer be considered for employment.

During Employment:

- FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, putting the Company's reputation at risk, or excessive and unexplained absenteeism or tardiness.
- POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury will be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Employees who refuse to submit to drug testing, test positive or admit to substance abuse may be subject to termination. Employees who test positive or admit to substance abuse will be referred to local public agencies that provide rehabilitation and counseling services. The results of all drug testing will be treated confidentially, and for no purpose other than for employment related decisions.

POLICY AGAINST HARASSMENT

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

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

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

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

1. Reporting Suspected Discrimination and Harassment Claims

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

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

A report of concern or complaint must be made immediately to an employee's manager or any People Plus, Inc. coordinator, or if for any reason you do not feel comfortable reporting a matter to these individuals, please report it to Amy Workman at 888-825-1500. Reports will be thoroughly investigated and, where appropriate, prompt corrective action will be taken. If, in the employee's view, there is another incident of inappropriate conduct or speech following a report, the employee must report it again, immediately. Investigation and corrective action will again be undertaken as appropriate.

2. No Retaliation for Reporting

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

3. Violation of Harassment Policies

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

People Plus Sample Client Agreement 2022

People Plus, Inc. Staffing Agreement

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

STAFFING FIRM

1. Duties and Responsibilities:

STAFFING FIRM will

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

1.1 Right to Control

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



CLIENT

2. Duties and Responsibilities:

CLIENT will

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



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

and

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

Payment Terms, Bill Rates, and Fees

- 3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due upon receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- 5. A STAFFING FIRM Assigned Employee may be hired by CLIENT after completing 600 hours of service with the CLIENT and there are no outstanding invoices over 30 days. The Assigned Employee may be hired prior to the 600 hours if the CLIENT pays a fee that is equal to 10% of the total annual compensation including bonuses and commissions. The CLIENT agrees to notify STAFFING FIRM prior to offering the Employee a position.
- 6. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 180 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her remaining 600 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of 10% of the total annual compensation including bonuses and commissions for the Assigned Employees.



7. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.
8. CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the date of receipt at the compounded rate of 1.5 % per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is higher, calculated from the date of receipt. At 60 days (excluding disputed charges) the CLIENT shall lose any discounted or preferential pricing. At 90 days the account is in serious arrears and the account may be placed in collection. If it becomes necessary for STAFFING FIRM to collect any outstanding amounts due, CLIENT agrees to pay all damages flowing there from and all costs of collection, including a reasonable attorney fee. As collateral securing all obligation of CLIENT to STAFFING FIRM, the CLIENT grants a security interest in all its accounts, inventory, equipment, investment property, chattel paper, instruments, documents and general intangibles and authorizes STAFFING FIRM to take steps necessary to perfect the same.
9. If CLIENT limits an Assigned Employee's work day to fewer than 3 hours, STAFFING FIRM may deem that day to include 3 hours of time worked and may bill CLIENT 3 hours if STAFFING FIRM pays the Assigned Employee for the 3 hours.
10. STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within initial 4 hours worked, STAFFING FIRM will not charge for the first 4 hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

Confidential Information

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

Cooperation

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

Indemnification and Limitation of Liability

13. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
14. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.



15. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
16. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 30 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
17. The provisions in paragraphs 13 through 17 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Choice of Law

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

Term of Agreement

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

Insurance

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

Staffing Firm Health Coverage Offered On Behalf Of Client

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

Staffing Firm Indemnification of Client for Liability under Affordable Care Act

22. STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT (hereafter collectively referred to as "CLIENT Indemnity") for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code §4980H with respect to Assigned Employees due to STAFFING FIRM's failure to—
 - (i) Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(1)(B); or
 - (ii) Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations.



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

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

Nature of Relationship

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

Headings

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

Arbitration

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

Contract Interpretation

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

Assignment of Agreement

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

Miscellaneous

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

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

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

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

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

- 33. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 34. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

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

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

Exhibit A Services & Screening Rate Schedule

Job Title or Description	W/C Code	Location	Hourly Bill Multiplier

Pre-Employment Screening

At STAFFING FIRM's expense, STAFFING FIRM will perform the following types of pre-employment screening for all assigned employees which it selects for assignment to CLIENT and will not assign unqualified employees to CLIENT: Social Security verification, E-Verify and a criminal background report.

Please check if CLIENT requires the following screenings to be completed prior to assignment:

- 7-year Statewide Criminal Background Check
 5-Panel Urine Drug Screen* 10-panel Urine Drug Screen*

*Drug screening will not be performed on assignments lasting 7 days or less.

Any additional screenings required can be performed but may be submitted as an additional pass-through cost to CLIENT. Additional Screenings Required:

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

Additional Employee Benefit & Retention provided by People Plus

- **Vacation / Holiday Accrual**
- **Direct Deposit**
- **24/7 Online Employee Portal Access for paystubs, W-2, assignment information**
- **Safety Bonus Opportunities**
- **Referral Bonus Opportunities**
- **Computer Training Options**

