

# CITY OF LEXINGTON

## DIVISION OF FIRE & EMS



BID# 126-2020

EMERGENCY MEDICAL SUPPLIES

DUE DECEMBER 14, 2020 2:00 PM EST

SUBMITTED BY:



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 23, 2020

## INVITATION TO BID #126-2020 Emergency Medical Supplies

**Bid Opening Date:** December 14, 2020

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> 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 **12/14/2020**. 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

<p style="text-align: center;"><b>Check One:</b></p> <p>_____ Bid Specifications Met    <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Proposed Delivery:</b>  <u>  2  </u> days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—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    _____ No</p>		

Submitted by: Life-Assist, Inc.

*Firm Name*

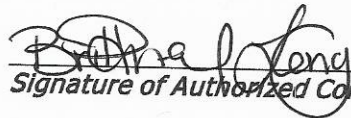
11277 Sunrise Park Drive

*Address*

Rancho Cordova, CA 95742

*City, State & Zip*

**Bid must be signed:**  
*(original signature)*

 Contracts Specialist  
*Signature of Authorized Company Representative – Title*

Brittney Long, Contracts Specialist  
*Representative's Name (Typed or printed)*

800-824-6016                      800-290-9794

*Area Code - Phone – Extension*                      *Fax #*

quotes@life-assist.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, Rebecca Garcia, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Rebecca Garcia and he/she is the individual submitting the bid or is the authorized representative of Life-Assist, 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 California  
COUNTY OF Sacramento

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

*see attached  
bjm*

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

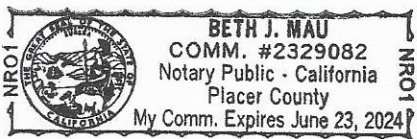
County of sacramento

Subscribed and sworn to (or affirmed) before me, Beth J. Mau, Notary Public, this, 8 day of dec, 2020, by Rebecca Garcia proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



Beth J. Mau



State of California

County of Placer

My Commission Expires June 23, 2024

Title of Document: Affidavit  
Date of Document: none Number of Pages: one  
Signer(s) other than those listed above: none

## **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](http://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](http://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.



- 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 ~~(2)~~-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
- (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. 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

Life-Assist, 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

12/11/2020  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Life-Assist, Inc.

**N/A**

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																	
Skilled Craft																	
Service/Maintenanc																	
<b>Total:</b>																	

Prepared by: Brittney Long, Contracts Specialist Date: 12 / 11 / 2020  
*(Name and Title)* *Revised 2015-Dec-15*

**\*N/A. Life-Assist does not have employees providing labor in the state of Kentucky.**

**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](mailto: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](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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

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

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

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

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>

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



**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 126-2020

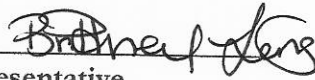
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. *N/A Please see exception list.				
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.

Life-Assist, Inc.  
**Company**

12/11/2020  
**Date**

Brittney Long   
**Company Representative**

Contracts Specialist  
**Title**



**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 126-2020

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  *N/A Please see exception list.				
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.

Life-Assist, Inc.  
**Company**

12/11/2020  
**Date**

Brittney Long   
**Company Representative**

Contracts Specialist  
**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 126-2020

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 Please see exception list.					
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.

Life-Assist, Inc.  
Company

12/11/2020  
Date

Brittney Long   
Company Representative

Contracts Specialist  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 126-2020

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.

<b>Company Name</b> *N/A Please see exception list.	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

(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.

Life-Assist, Inc.

**Company**

12/11/2020

**Date**

Brittney Long

**Company Representative**

Contracts Specialist

**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 # 126-2020

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

<b>Project Name/ Contract #</b> <small>*N/A Please see exception list.</small>	<b>Work Period/ From:</b>	<b>To:</b>
<b>Company Name:</b>	<b>Address:</b>	
<b>Federal Tax ID:</b>	<b>Contact Person:</b>	

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

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Life-Assist, Inc.  
**Company**

Brittney Long   
**Company Representative**

12/11/2020  
**Date**

Contracts Specialist  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 126-2020

\*N/A Please see exception list.

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

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

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

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

\*N/A Please see exception list.

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.

Life-Assist, Inc.

\_\_\_\_\_  
**Company**

12/11/2020

\_\_\_\_\_  
**Date**

Brittney Long

  
\_\_\_\_\_  
**Company Representative**

Contracts Specialist

\_\_\_\_\_  
**Title**



## LEXINGTON

Lexington-Fayette Urban County Government  
Division of Fire & Emergency Services  
Bid #126-2020 Emergency Medical Supplies

---

The Lexington-Fayette Urban County Government is accepting bids for the purpose of establishing a price contract for Emergency Medical Supplies for the Division of Fire & Emergency Services, Lexington, Kentucky, as per the following specifications:

- A. Pricing must be for the units specified.
- B. Issuance of a price contract in no way obligates Lexington-Fayette Urban County Government for any purchases.
- C. Contract may be awarded to various vendors by item, section, or as a whole based upon the vendor that submits the most responsive bid determined to be in the best interest of the Lexington-Fayette Urban County Government (LFUCG).
- D. All shipping, delivery and handling should be included in pricing.
- E. Vendor(s) should be able to provide secure online ordering.

If you have any questions, please post them on Ionwave under the "Questions" tab.  
<https://lexingtonky.ionwave.net>



**ADDENDUM #1**

Bid Number: 126-2020

Date: November 24, 2020

Subject: Emergency Medical Supplies

Please address inquiries to:

Jessica Allinder, Buyer  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- 1) Attached is the tabsheet from the last bid.

---

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Life-Assist, Inc.

ADDRESS: 11277 Sunrise Park Drive, Rancho Cordova, CA 95742

SIGNATURE OF BIDDER:



## Exceptions

FDA regulations prohibit sales of medical devices and pharmaceuticals through a third party. Therefore, Life-Assist takes exception to the MWDBE participation goals.

Although not certified by an entity recognized by the Division of Purchasing, Life-Assist is a Woman Business Enterprise. Life-Assist's self-certification is enclosed with our proposal.

DECEMBER 14, 2020

CITY OF LEXINGTON - DIVISION OF FIRE & EMS

RE: **BID# 126-2020 EMERGENCY MEDICAL SUPPLIES**

Life-Assist is pleased to present our proposal to the City of Lexington in response to BID Number: 126-2020 - Emergency Medical Supplies. Please review the following proposal for Life-Assist's competitive bid pricing. We want to emphasize our commitment to the City of Lexington -Division of Fire & EMS to provide the most complete offering of products, services and local ground support.

The proposal includes the following:

- Bid Specifications & Signed Documents
- Bid Items
- Life-Assist Experience & Expertise
  - About Life-Assist
  - Dedicated Cleveland Support Team
    - Business Reviews
  - Customer Experience Information
    - Ordering Information, Delivery & Distribution, RUSH Orders, Disaster Support Program, Returns, Warranty, Escalation/De-Escalation, References, Pharmaceuticals, and Compliance

We thank you for allowing Life-Assist the opportunity to provide all your EMS supply needs. If you require additional information, our contact information is below.

**PAM BARON**

Account Manager  
440.655.6166  
[pam.baron@life-assist.com](mailto:pam.baron@life-assist.com)

**BRETT ARCHER**

Director of Sales  
816.830.9334  
[brett.archer@life-assist.com](mailto:brett.archer@life-assist.com)

**BRITTNEY LONG**

Contract Specialist  
800.824.6016  
[quotes@life-assist.com](mailto:quotes@life-assist.com)

# ABOUT LIFE-ASSIST

## OUR STORY

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Stan Davis founded Life-Assist in 1977 to provide first responders with the same attention and dedication that they devote to others when on the job. Our mission of “**Helping Heroes Save Lives,**” is based on this concept and it drives everything we do today. We consistently deliver exceptional service because at Life-Assist, the **customer always comes first.**

This differentiator sets Life-Assist apart from other EMS distributors. Life-Assist cares about its customers and it shows. Even in today’s digital age, no phone trees exist at Life-Assist. Friendly and knowledgeable Customer Care Specialists greet our customers personally and exceed their expectations by taking the time to listen and satisfy their specific needs with the **highest quality solutions.** For more than **40 years,** this emphasis on customer satisfaction has established our company as one of the **nations’ largest distributors of EMS supplies.**

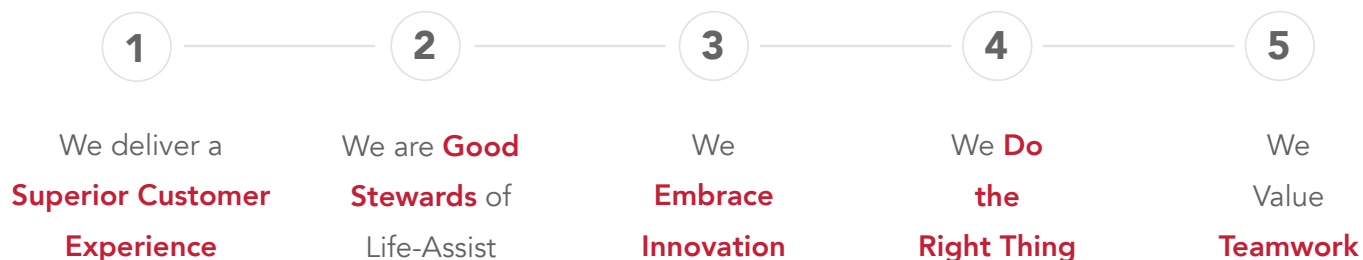


About Life-Assist

## OUR COMMITMENT

As one of the **nation's largest distributors of emergency medical supplies, equipment and EMS pharmaceuticals**, we pride ourselves on responding to the ever-changing needs of the EMS professional and constantly strive to stay informed about the current procedures and equipment used in the pre-hospital environment. Our mission is to ensure complete satisfaction with the ordering experience and to provide medical equipment and supplies to EMS providers with honesty, integrity, and outstanding customer care. Should a problem arise, our customer care team will promptly resolve the issue.

## OUR CORE VALUES



# HOURS OF OPERATION

Life-Assist's official hours of operation are:

## TIME ZONE

PACIFIC TIME ZONE

CENTRAL TIME ZONE

EASTERN TIME ZONE

## OPEN

7AM

9AM

10AM

## CLOSED

5PM

7PM

8PM

We are available 24 hours a day / 7 days a week in the case of an emergency. You can contact us by phone Monday through Friday during operating hours. You will be answered by real people, no phone trees exist at Life-Assist.

See Disaster Support Program information for afterhours emergency contact.

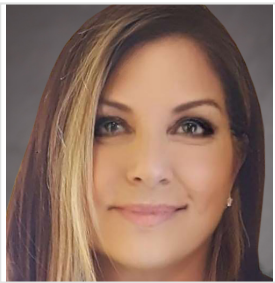
# DEDICATED SUPPORT TEAM

Life-Assist believes that it is important to provide an extensive support system to our customers that starts at the local level for immediate needs. We want to build relationships with our customers based on mutual trust, which starts with having someone in your area who you can meet with face to face, someone that will listen to your needs and expectations and provide you with a personalized solution.

Dedicated Support Team

## GROUND SUPPORT

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### **PAM BARON**

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**Account Manager**

[pam.baron@life-assist.com](mailto:pam.baron@life-assist.com)

Pam, a resident of Ohio, has over 20 years of EMS, Emergency Preparedness and Trauma experience. She works closely with her customers to ensure all supply needs are met and maintained. Pam will always keep you informed of product updates, best practices, standardization, product shortages and state and local requirements



### **BRETT ARCHER**

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**Director of Sales**

[brett.archer@life-assist.com](mailto:brett.archer@life-assist.com)

Brett, a highly experienced professional in the EMS world, has been with Life-Assist for 5 years. He oversees all sales operations for the Central and Eastern United States. As part of the Emergency Disaster Support team, Brett also activates our emergency procedures in times of need.



### **BRYAN HOLIDAY**

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**VP of Sales & Marketing**

[bryan.holliday@life-assist.com](mailto:bryan.holliday@life-assist.com)

Bryan is part of the executive leadership team at Life-Assist. He leads our Sales, Customer Care, Contracts and Products teams. As well as being involved with Marketing and Vendor Relations. He has been at Life-Assist for over six years and is responsible for the complete satisfaction of our customers. He is part of the Emergency Disaster Support team and is committed to providing first responders with service that is differentiated from others in the EMS industry.

Dedicated Support Team

## INTERNAL SUPPORT

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### DEBBIE LANG

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**Customer Care Manager**  
customer@life-assist.com

Debbie has over 20 years' experience serving customers in EMS. She leads a team of exceptionally knowledgeable and friendly Customer Care Specialists who are available to answer any questions, take and track orders, and handle any order or product issues during the work week. You can contact Debbie and her team Monday through Friday, from 9am to 7pm CST. They are happy to assist you.



### CHERISE AKERS

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**Contracts Manager**  
quotes@life-assist.com

Cherise manages contracts and ensures compliance. She has over 20 years of experience in the EMS industry, establishing her as an expert on contract issues in this field. When overseeing contracts, Cherise's primary concern is for our customers' best interest. She is available for any questions you may have.



### SARA KIMBLE

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**Products Manager**  
products@life-assist.com

Sara worked for over 10 years as a paramedic and functioned as a preceptor and EMT instructor as well. She brings over 7 years of experience at Life-Assist reviewing and researching products to ensure Life-Assist is offering the best products and support to provide a superior experience for our customers. Sara oversees our Products Department that includes team members with paramedic and EMS backgrounds who are ready to assist with any questions you may have.

Dedicated Support Team

## **BUSINESS REVIEWS AND LOW-COST SOLUTIONS COMMITMENT**

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The Life-Assist Support Team offers a minimum of one business review a year. Business Reviews go over detailed EMS budget spend and analysis. These reviews can be requested on a more routine basis, as needed.

These reviews cover the following:

- Spend Period to Date Comparison
- Product Category Analysis
- Evaluate Top Products
- Review Non-Stocked Items
- Provide Cost Saving Solutions
- Review New Products, Services, and Offering

We invite all members to participate in these reviews. Upon award your Account Manager will coordinate with the appropriate attendees on meeting dates and schedules.

# FEATURES OF LIFE-ASSIST'S SUPERIOR CUSTOMER EXPERIENCE

## CUSTOMER CARE ADVANTAGE

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- Customers are always greeted by one of our trained and knowledgeable Customer Care Specialists when calling during business hours; **no phone trees**
- Full-service website, making it easy to order EMS supplies, with the opportunity to provide ordering oversight within EMS agencies

## SHIPPING BENEFITS

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- Orders ship complete with a **99%** accuracy rate
- **Same Day Shipping** when orders are placed by 4 p.m. local time
- **Free Shipping** with no minimum order

## ORDERING EASE

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- **Easy to use** website
- Inventory management solutions available
  - Operative IQ
  - Apex Vending Solutions
- Streamlined ordering process using **Smart Supply** List on website

## PRODUCT VALUE

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- **Full line** of **quality** EMS and pharmaceutical products
- All manufacturer **warranties** honored, and any warranty issues **facilitated**
- Regular **business reviews** conducted with **low cost** options provided

# ORDERING INFORMATION



## INTERNET

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Orders can be placed, and pricing verified **24 hours a day, 7 days a week** on our website [www.life-assist.com](http://www.life-assist.com)



## EMAIL

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Orders may be emailed to our Customer Care Department at [customer care@life-assist.com](mailto:customer care@life-assist.com)



## OPERATIVE IQ

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Life-Assist is **fully integrated** with Operative IQ, so orders can be submitted, and pricing can be verified on this platform



## PHONE

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Call us at **1-800-824-6016**. We are available to take your call Monday-Friday, 9:00am - 7:00pm CST.



## ONLINE CHAT

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Our **online chat** features allows orders to be placed and questions to be answered via our online chat



## FAX

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Orders can be faxed to our office 24 hours a day, 7 days a week at 800-290-9794



## MAIL

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Orders can be mailed to our office:  
Life-Assist, Inc., 11277 Sunrise Park Drive, Rancho Cordova, CA 95742



Ordering Information

## ONLINE ORDERING

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To place an order online, a customer must be registered on the Life-Assist website and have an account. All **pricing will be uploaded** to the online account. Additional items can be added at the **discount rate** specified on the bid. Requests can be sent to Life-Assist for official quotes, to another individual within the ordering agency for approval or can be submitted to Life-Assist directly for processing, depending on how the agency has set up the account.

The Life-Assist website displays **real-time pricing and availability** for all our products. Contract items are easily identified with a green background shown under the price. Adding to a contract is as easy as a click of the mouse.

Online account management allows a user to access and/or modify account information, receive shipments, check on backorder status, create supply lists, lock down users, access the Drug Supply Chain Portal and multiple purchasing reports.

Our website also features a "**Smart Supply List**", which provides a list of all the items that have been ordered within the last 90 days for easy reordering.

Our website includes many **unique features** that allow users to manage their accounts **24/7**:

- View your agency's **pricing on all items** and request quotes online 24/7
- **Custom** supply lists can be created to maintain continuity and eliminate ordering errors: they can also be downloaded for inventory purposes
- User defined fields can be added to make ordering simple
- Approval or review through the chain of command
- Create a **Master Administrator** to manage all users on the account, which can make changes and/or restrict a user's ordering capabilities
- View **invoice** history, **tracking** information, **backorder** status and account activity

A **detailed** presentation can be provided upon request.

Ordering Information

## ORDERING THROUGH INVENTORY MANAGEMENT SYSTEMS

### Operative IQ

Life-Assist's system **integrates** with the **Operative IQ** Operations Management Software, which allows users to **quickly and easily** determine where their items are located, when they expire, how much is used and when supplies should be re-ordered. Operative IQ offers several different licensing options to fit the needs of EMS agencies.

Operative IQ information attached. A **detailed** presentation can be provided upon request.

# OPERATIVE IQ



### Apex Vending Solutions and Operative IQ Integration

Apex Vending Solutions **communicates seamlessly** with Operative IQ allowing you to use both systems together for inventory management and resupply. Safely secure your items in the Apex Vending Solutions and let Operative IQ do the rest.

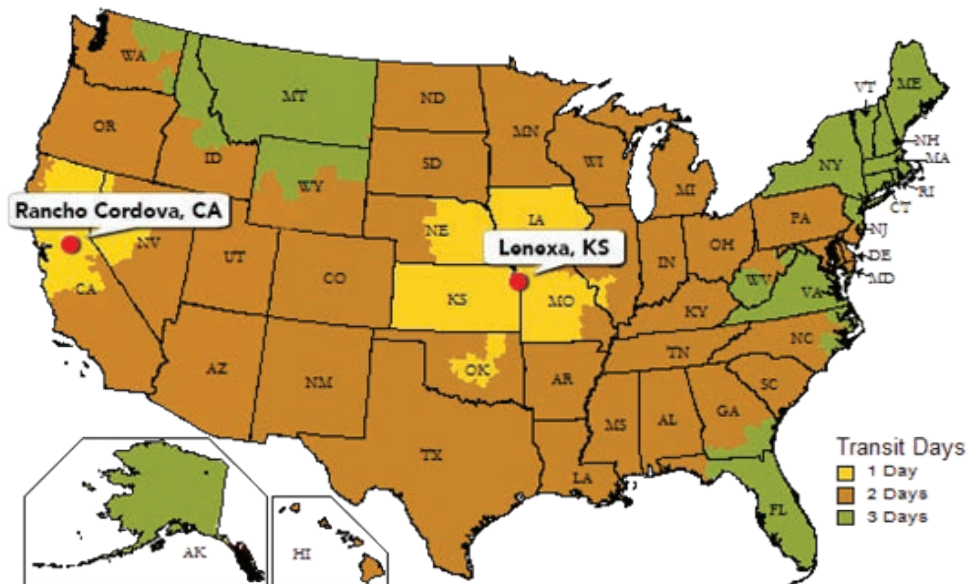
Apex Vending Solutions also works as stand-alone inventory management options using their web-based software **Trajectory Cloud**.

Apex Vending Solutions information attached. A **detailed** presentation can be provided upon request.

# DELIVERY & DISTRIBUTION

## LOCATIONS AND SHIPPING

With two distribution centers, one at our headquarters in Rancho Cordova, CA, and the other in Lenexa, KS, Life-Assist offers 2 to 3 business day delivery across the United States. The Central Distribution Center in Lenexa, KS will be the primary warehouse for your agency, providing **2-day delivery**. All orders placed by 4pm CST will ship out the **same day**. Life-Assist primarily ships UPS, however large shipments may be sent by a trucking company. All standard ground orders are shipped with **free freight**.



**Life-Assist Distribution**

Western Distribution Center  
11277 Sunrise Park Drive  
Rancho Cordova, CA 95742  
Approx: 75,000 sq ft

Central Distribution Center  
10816 Strang Line Road  
Lenexa, KS 66216  
Approx: 50,000 sq ft

Delivery & Distribution

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## RUSH SHIPPING POLICY

Life-Assist never charges a rush fee on any order. Orders in by 4pm CST ship same day. The dedicated warehouse for your department is in Lenexa, KS providing a 2-day ground delivery window. If Next Day Air shipping is required, additional freight charges may apply.

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## INVENTORY LEVELS

Life-Assist will adjust inventory levels at the time of award based on estimated annual usage provided by your agency. We use an electronic warehouse management system for inventory control and tracking customer allocations, lot numbers and expiration dates for all the products we provide. Manual adjustments are made as needed.

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## DISTRIBUTION AND DELIVERY PROCESS

Stock availability is clearly indicated on our website. When an order is placed, a confirmation email is sent to the email login address used to complete the order. The confirmation includes any items not in stock at the time the order is being processed (if applicable) and provides an estimated availability date. Our Customer Care Specialists can also provide stock availability by phone.

The shipping location is identified, and an order number is generated. Each order is processed independently, ensuring it is shipped to its specified address. As many of our customers have multiple locations, this system ensures multiple shipping locations are never an issue.

Once an order ships from our warehouse, an invoice is immediately generated for the items shipped. We have a 99% fill rate and adapt our inventory levels according to the needs of our customers to ensure backorders are kept to a minimum. If necessary, we also offer the ability to provide drop shipments directly from the manufacturer. Invoices are sent according to the method requested. In unlikely cases involving invoicing or product issues, backorders, mis-shipments, etc., the Customer Care Department will address them immediately.

Delivery & Distribution

## **SUBSTITUTIONS & ALTERNATIVE PRODUCTS**

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If substitutions are needed for any reason, your dedicated Account Manager will work with you directly to accommodate your needs. Customers are notified of any long-term backorder items or no longer available items as soon as the manufacturer provides information. Our Product Specialist Team searches for alternatives if the manufacturer does not offer a replacement item based on the needs outlined by your dedicated Account Manager.

## **EXPIRATION DATES**

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All items are shipped with a minimum 12-month expiration date. Should an item be available with less than a 12-month expiration date, customers are notified at the time of order and their approval is required prior to shipment. The Life-Assist website also provides detailed expiration information on any products that fall short of the 12-month minimum policy.

# DISASTER SUPPORT PROGRAM



Customers can sign up for Life-Assist's emergency disaster support program by sending an email to [DisasterSupport@life-assist.com](mailto:DisasterSupport@life-assist.com). This email address is also located on our website: <https://www.life-assist.com/Info/DisasterSupport>

Once signed up, a 24-hour emergency number is provided to use in the event of a disaster. Our emergency number is linked to several managers with **24-hour access** to our warehouses and to key manufacturers that are committed to providing disaster relief.

When an emergency occurs, our managers mobilize operation teams to pack and ship supplies in the most expedient manner via the best available method to ensure the fastest reaction times and quick delivery of the EMS supplies needed.

- Orders will be shipped from our strategically located warehouses using whatever means necessary, including helicopter, airplane, UPS Express Critical and private courier services
- As a result of our strong relationship with key manufacturers, we can also provide the option of **direct delivery** from their warehouses
- In the case that one of the Life-Assist warehouses cannot be accessed, all orders will be redirected to the other warehouse, ensuring continuous service

Our disaster support program is tested and reviewed quarterly to ensure preparedness when you need it most.

## SUMMARY OF CONTACT INFORMATION

- Emergency phone number reserved for Life-Assist customers after business hours: 916-949-7574
- Phone number during business hours: 800-824-6016
- Emergency Disaster Support tab on website: <https://www.life-assist.com/Info/DisasterSupport>
- Life-Assist's Disaster Support Program Email: [DisasterSupport@life-assist.com](mailto:DisasterSupport@life-assist.com)

# RETURNS & WARRANTY

## GENERAL RETURN POLICY

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We want you to be 100% satisfied with your purchase. If a product does not meet your specifications, you may return the item in its original packaging, in resalable condition, within 30 days for full credit.

Prior to returning any purchase, please contact Customer Care at (800) 824-6016 or email [CustomerCare@life-assist.com](mailto:CustomerCare@life-assist.com) to obtain a return authorization number. To expedite the process, have your shipping or invoice document available for reference.

Returned merchandise must be sent freight prepaid and received in new, resalable condition.

If a damaged shipment is received, please note the extent of the damage to the carrier at the time of delivery. Keep all boxes and packaging materials and immediately contact Customer Care at (800) 824-6016 or email [CustomerCare@life-assist.com](mailto:CustomerCare@life-assist.com).

## RETURN POLICY FOR SPECIAL ORDERS

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Some goods, such as special-order items and items over 90 days old, etc. may not be eligible for credit. If we make an error in filling or shipping your order, we will promptly rectify the mistake at no cost to you. Please note that refrigerated items cannot be returned.

## WARRANTY

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Life-Assist is an authorized distributor for all items we provide. We honor all manufacturer warranties and will help facilitate any warranty issues that may arise. Life-Assist stands behind the products we provide and will ensure 100% satisfaction for the products purchased through us.

# CONTRACT BID PRICING

## ESCALATION/DE-ESCALATION PRICE POLICY

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It is Life-Assist's intent to hold prices for the initial term of the contract.

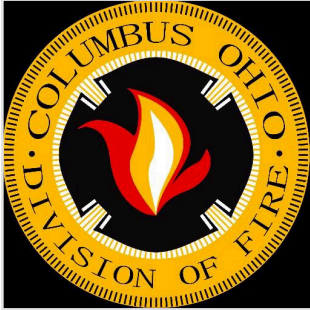
Manufacturers have been significantly increasing prices on pharmaceuticals, supplies, and PPE items over the past few months due to **COVID-19**.

Life-Assist will hold the bid pricing firm unless we receive significant increases from our manufacturer partners. At that time, any price changes will be presented in writing with manufacturer documentation. Price changes will be mutually agreed upon or the item(s) may be removed and/or an alternative product will be suggested.

Life-Assist will offer price decreases as well when given decreases from our manufacturers. It is our intent to provide a valued partnership and believe all decreases should benefit our customers.



## REFERENCES



### CITY OF COLUMBUS DIVISION OF FIRE

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4252 Groves Road  
Columbus, OH 43232  
Scott Ellis  
(614) 221-3132 Ext 75987  
[seellis@columbus.gov](mailto:seellis@columbus.gov)



### HOUSTON FIRE DEPARTMENT

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1205 Dart Street  
Houston, TX 77007  
Yul Pierce  
(713) 247-5083  
[yul.pierce@houstontx.gov](mailto:yul.pierce@houstontx.gov)



### SACRAMENTO METRO FIRE

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3012 Gold Canal  
Rancho Cordova, CA 95670  
Mark Jones  
(916) 859-4374  
[jones.mark@smfd.ca.gov](mailto:jones.mark@smfd.ca.gov)



### CITY OF TUCSON

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255 W Alameda  
Tucson, AZ 85726  
Joe Gulotta  
(520) 837-7017  
[joe.gulotta@tucsonaz.gov](mailto:joe.gulotta@tucsonaz.gov)

# PHARMACEUTICALS, COMPLIANCE, & INSURANCE

## LICENSING

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Life-Assist is licensed for device and pharmaceutical sales and meets all state-specific requirements. Our Kentucky pharmaceutical licenses for our warehouses are included for your reference.

## FDA DRUG SUPPLY SECURITY ACT

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Life-Assist complies with the FDA's drug security act and is compliant with all state and federal laws and requirements. The DSCSA helps protect patients by preventing the distribution of counterfeit and/or substandard drugs. All DSCSA transaction information for pharmaceuticals purchased can be found on our Drug Supply Chain Portal through our website.

## CONTROLLED SUBSTANCE ORDERING SYSTEM

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Life-Assist utilizes the DEA Controlled Substance Ordering System (CSOS) for ordering Class II medications. This program allows for secure electronic transmission of a digital 222 form. CSOS eliminates the paper DEA 222 form which allows orders to be processed faster, reduces the number of errors and allows more items to be ordered in a single order. Paper DEA 222 forms can still be processed at the customers' request.

Pharmaceuticals, Compliance, & Insurance

## **AUTHORIZED DISTRIBUTOR**

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Life-Assist is an authorized distributor for all items distributed to EMS. Upon request Life-Assist will provide any authorization letters needed.

## **DRUG SHORTAGES**

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Life-Assist wants their customers to be aware of current pharmaceutical shortages so they can plan appropriately. Current national drug shortage information is available on our website.

<https://www.life-assist.com/Info/DrugShortages>

## **RECALL INFORMATION**

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Life-Assist has a very thorough recall process that has been approved by the FDA after an inspection. Our procurement department handles the recalls and uses a checklist for urgent medical device corrections and all voluntary or involuntary recalls. Affected customers are immediately notified and instructed how to proceed. Detailed recall information can also be found on our website.

<https://www.life-assist.com/Info/Recalls>

## **INSURANCE & W-9**

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Attached please find current certificate of liability insurance and w-9 form for your records.



*The National Association of Boards of Pharmacy®  
hereby awards*

*Verified-Accredited Wholesale Distributors®  
Accreditation*

*to*

*Southern Anesthesia & Surgical, Inc*

*located at*

*One Southern Ct, West Columbia, SC 29169*

*This facility has met all the Verified-Accredited Wholesale Distributors (VAWD) criteria set in place by the National Association of Boards of Pharmacy. The current status of this facility's accreditation may also be verified by visiting the VAWD section of the NABP website, located at [www.nabp.pharmacy](http://www.nabp.pharmacy).*

Carmen A. Catizone, Executive Director/Secretary

May 6, 2019 - May 5, 2022

Period of Accreditation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Foothill Valley Insurance 13 Sierragate Plaza Ste.A Roseville, CA 95678 Tyla A Belton	<b>916-773-4560</b>		<b>CONTACT NAME:</b> Tyla A Belton	
			<b>PHONE (A/C, No, Ext):</b> 916-773-4560	<b>FAX (A/C, No):</b> 916-773-4583
			<b>E-MAIL ADDRESS:</b> tyla.b@foothillvalley.com	
<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
<b>INSURER A :</b> Admiral Insurance Company				<b>24856</b>
<b>INSURER B :</b> Berkshire Hathaway Homestate				<b>20044</b>
<b>INSURER C :</b>				
<b>INSURER D :</b>				
<b>INSURER E :</b>				
<b>INSURER F :</b>				

**INSURED**  
 Life Assist, Inc.  
 11277 Sunrise Park Drive  
 Rancho Cordova, CA 95742

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000002500-19	01/01/2020	01/01/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Emp Ben.</b> \$ <b>1,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA000002500-19	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GX000001897-02	01/01/2020	01/01/2021	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			LIWC114725	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: For Information Purposes Only**

### CERTIFICATE HOLDER

### CANCELLATION

<b>FORIN-1</b>  <b>For Information Purposes Only</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Life-Assist, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**11277 Sunrise Park Drive**

**6** City, state, and ZIP code  
**Rancho Cordova, CA 95742**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
9	4	-	2	4	4	0	5	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	<i>Chense Akers</i> Chense Akers	Date	11/17/2020
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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Frankfort KY 40601

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NUMBER: W04291

EXPIRATION DATE: 09/30/2021

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LIFE-ASSIST INC

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LENEXA, KS 66215

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