



September 24, 2015

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Response to RFP 45-2015 - Closed Captioning Services for Government Access Television

Section 2 - Proposed Plan

B. Overview:

In response to the above-mentioned Invitation for Bid, Caption Advantage proposes to provide closed captioning services to the Lexington-Fayette Urban County Government under the Terms and Conditions and Specifications outlined in RFP 45-2015.

Caption Advantage is a full-service captioning company based in Syracuse, New York. We offer both real-time and off-line captioning services. Caption Advantage is committed to supplying an outstanding level of service at the most competitive rates in the industry. Every day we deliver on that commitment.

Our certified staff has decades of experience captioning both national and local newscasts, as well as public broadcasting and educational programming. Many on our team have over 20 years of captioning experience. Our associates are among the most qualified and knowledgeable certified captioning professionals in the industry. They are driven to meet their own high goals for accuracy and precision.

Our captioners have achieved the highest certifications of offered by the National Court Reporters Association, including Certified CART Provider, Certified Broadcast Captioner, Certified Realtime Reporter and Certified Merit Reporter. Many on our team have conducted

4440 Ashfield Terrace, Syracuse, NY 13215
phone: 315-492-4606 fax 315-492-1426
email: DRadin@CaptionAdvantage.com

national seminars on captioning techniques, as well as participated on the National Court Reporters/Captioning Association Board to improve standards for captioning quality.

Our captioners have achieved the highest certifications of Certified Broadcast Captioner, Certified Real-time Reporter, Certificate of Merit, as well as Academy of Fellows of the Academy of Professional Reporters. (see attached certifications). Our staff has worked with the national association to establish quality guidelines for broadcast captioning.

For over a decade, our captioners have provided real-time and post-production captioning services to Kentucky Educational Television. All of our captioners have captioning dictionaries customized to Kentucky-specific terminology, cities and towns, proper names, government officials, and Kentucky businesses. Caption Advantage worked with KET's technical team to upgrade caption encoder hardware to implement a state-of-the-art captioning system for KET's live and post-production captioning and webcasting.

We know our clients seek a dependable, affordable captioning solution. We provide captioning solutions daily for other public broadcasting stations such as CPTV - Connecticut Public Television, MPT - Maryland Public Television, and others.

Our firm provides gavel-to-gavel captioning for broadcast and internet of the New York State Assembly and the New York State Senate, and broadcast captioning for Palm Beach Board of County Commissioners, the Rhode Island House and Senate. Transcript files are provided for the New York State Senate and Palm Beach Board of County Commissioners.

C. Implementation Approach

Caption Advantage has worked with numerous clients to implement first-time captioning services for both broadcast and web. Our team works well with engineering staff to install equipment and troubleshoot any issues that may occur with initial setup.

Our firm proposes to provide captioning services for the Lexington-Fayette Urban County Government as follows:

Caption Advantage will provide, at no charge, an EEG-470 analog encoder to the Lexington-Fayette Urban County Government. Comrex/Gentner audio unit can also be provided at no charge. The above-mentioned equipment will be used exclusively by Caption Advantage to provide captioning services to Lexington-Fayette Urban County Government.

Lexington-Fayette UCG will supply two analog phone lines to the encoder and audio unit. Caption Advantage will connect to the Gentner/Comrex unit via said phone line to hear live programming and will connect to the encoder via second phone line to send captioned data to the video.

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Caption Advantage's technical team has worked with numerous clients to implement first-time captioning services for analog, digital and HD broadcast, as well as webcasts via Granicus, YouTube and Livestream. Our team works well with engineering staff to install equipment and troubleshoot any issues that may occur with initial setup.

NY STATE Assembly.

D. Key Personnel Qualifications

Name: Doreen M. Radin, RMR-CRR-CBC
Qualifications: Registered Merit Reporter
Certified Realtime Reporter
Certified Broadcast Captioner

Ms. Radin has over 25 years of professional real-time closed captioning experience and has provided such services for live broadcast of governmental proceedings, including NY State Assembly and Senate, Rhode Island House and Senate, Defense Logistics Agency, Veterans Affairs, as well as local and national television newscasts, including KET. She is certified to provide accurate transcription in excess of 260 words per minute. Her accuracy rate consistently exceeds 99 percent. Ms. Radin has authored articles on captioning standards, training, and protocol, as well as equipment hardware and software for captioners. Ms. Radin has conducted national seminars on captioning, and is regarded as an expert in the captioning industry.

Name: Deanna Baker, RMR-FAPR
Qualifications: Registered Merit Reporter
Fellow of the Academy of Professional Reporters/Captioners

Ms. Baker is a highly skilled real-time captioner, possessing over 25 years of professional real-time closed captioning experience. She has extensive practical experience captioning sports, both governmental proceedings and live television newscasts, including KET. She is certified to provide accurate transcription in excess of 260 words per minute. Her accuracy rate consistently exceeds 99 percent. Ms. Baker is a certified captioning trainer, and also authors a monthly captioning column published in "The Journal of Court Reporting," an international publication for court reporters and captioners. Ms. Baker has conducted numerous local and national seminars, and is also regarded as an expert in the captioning industry. She serves as a member of the National Court Reporters Association's Captioning Community Task Force, and has been awarded a Fellow of the Academy of Professional Reporters/Captioners by NCRA.

Name: Alan Peacock, RPR-CRR-CBC
Qualifications: Registered Professional Reporter
Certified Realtime Reporter
Certified Broadcast Captioner

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Mr. Peacock has been providing real-time closed captioning services for **over 19 years**. His caption experience includes live television newscasts, special broadcast events, and numerous governmental proceedings for Caption Advantage clients. His accuracy rate consistently exceeds 99 percent.

Name: **Marjorie Peters, RMR-CRR-CBC**
Qualifications: *Registered Merit Reporter*
Certified Realtime Reporter

Ms. Peters **over 21 years** of experience providing high quality real-time closed captioning services, with an accuracy rate exceeding 99 percent verbatim. She has extensively captioned a variety of network news, international and financial news, Kentucky Educational Television and government proceedings.

Name: **Brandi Kent, RPR-CBC**
Qualifications: *Registered Professional Reporter*
Certified Broadcast Captioner

Ms. Kent has **over 14 years** of experience providing high quality real-time closed captioning services, with an accuracy rate exceeding 99 percent verbatim. She has extensively captioned a variety of network news, public television, including KET, international and financial news, and government proceedings for Caption Advantage.

Name: **Laura Anusavice, CSR**
Qualifications: *Certified Shorthand Reporter*

Ms. Anusavice has closed captioned numerous governmental proceedings and a variety of television newscasts for Caption Advantage. With **over 23 years** of real-time captioning experience, Ms. Anusavice is an outstanding captioner who consistently exceeds 99 percent accuracy.

Name: **Diana de Sevren Jacquet RMR-CRR-CBC**
Qualifications: *Registered Merit Reporter*
Certified Realtime Reporter
Certified Broadcast Captioner

Ms. Jacquet **over 18 years** of experience providing high quality real-time closed captioning services, with an accuracy rate exceeding 99 percent verbatim. She has extensively captioned a variety of network news, public broadcasting, including KET, international and financial news, and government proceedings.

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Name: Rochelle Hopkins, CBC-CCP-CSR-RPR
Qualifications: *Certified Broadcast Captioner*
Certified CART Provider
Certified Shorthand Reporter
Registered Professional Reporter

Ms. Hopkins has **over 18 years** of experience providing real-time translation and closed captioning services. She has extensively captioned a variety of network news, entertainment and government proceedings for Caption Advantage clients. Her accuracy rate consistently exceeds 99 percent.

Name: Sharon Vivian, CBC-CCP-CRR-RPR
Qualifications: *Certified Broadcast Captioner*
Certified Communication Access Realtime Translation Provider
Certified Realtime Reporter
Registered Professional Reporter

Since 2003, Ms. Vivian has provided high-quality, real-time closed captioning services, with an accuracy rate exceeding 99 percent verbatim. She has extensively captioned Caption Advantage client programming, including Kentucky Educational Television, news, governmental and sports programming.

E. Pricing Information

Fee for realtime (live) captioning services:

- Scheduled meetings:
\$110 per hour (minimum two-hour fee)
Pro-rated in 15 minute increment after two hours
- Half-hour weekly programs:
\$75 per hour
- Technical support via phone
No charge

We would be happy to work with your technical team to create an output from the encoder to the webcast, resulting in a captioned television broadcast, as well as a simultaneous live captioned webcast.

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F. Customer References

- **Mr. Mike Merges**
New York State Assembly
Department of Media, Communication and Information Services
102 Legislative Office Bldg.
Albany NY 12248
(518) 455-4557

For over a decade, Caption Advantage has provided live closed captioning of gavel-to-gavel Legislative Assembly proceedings, as well as joint sessions of the Senate and Assembly, for both internet and television broadcast. Our firm was instrumental in implementing the state's first webcast captioning of Assembly session.

- **Ms. Brenda Sommers**
859-258-7478
KET – Kentucky Educational Television
600 Cooper Drive
Lexington KY 40502

In addition to live captioning services, Caption Advantage .scc, .srt and .txt files, as directed, to Kentucky Educational Television. Our firm purchased and installed a state-of-the-art HD EEG IP-based encoder at KET, ensuring that the highest quality video and captioning is broadcast to KET's tri-state viewing audience. Our firm has provided a multitude of captioning services to KET **for over a decade.**

- **Mr. Mark Hansen**
518-455-3541
New York Senate Media Services
518-455-3541
Albany NY 12248

Caption Advantage provides real-time, live closed captioning and transcription of New York Senate hearings, as well as gavel-to-gavel captioning for all Senate sessions. Transcriptions are provided with expedited delivery for high-volume hearings, as well as standard delivery. Transcripts are prepared from live broadcasts as well as from uploaded digital video files. Caption Advantage implemented the New York Senate's first Livestream webcast captioning for all Senate hearings and session.

- **Mr. Mark Keefer**
410-581-4311
Maryland Public Television
11767 Owings Mills Blvd
Owings Mills MD 21117

For over a decade, Caption Advantage has provided captioning services for Maryland Public Television, including governmental and public affairs programming. Captioned broadcasts include Governor's State of the Commonwealth Address, Budget Address, joint Maryland House/Senate session, Direct Connection, State Circle, and public affairs as directed by Maryland Public Television. In addition to television broadcast captioning, our firm provides **simultaneous live YouTube program captioning**.

- **Lester Williams, Station Manager**
Palm Beach Board of County Commissioners
PBC TV Channel 20
50 Military Trail – Suite 11
West Palm Beach FL 33415-3199
lwilliams@pbcgov.org
561-616-6800

Since 2012, Caption Advantage has provided closed captioning services for the Palm Beach Board of County Commissioners, Board Meetings and Budget Meetings. Transcripts provided at the conclusion of the meetings. Caption Advantage also provides on-call captioning for emergency broadcasts, such as hurricane and flood warnings, for Palm Beach television.

- **Kristen Haroian**
Rhode Island Capitol Television
Rhode Island State House
82 Smith Street
Providence RI 02903
401-222-3838
KHaroian@rilin.state.ri.us

Since 2013, Caption Advantage has provided gavel-to-gavel broadcast captioning services for both the Rhode Island Senate and Rhode Island House.

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- **Ms. Nutan Chada**
Public Affairs (DLA-DP)
Executive Producer (Video Team)
Defense Logistics Agency
8725 John Kingman Road
Fort Belvoir, VA 22060
703-767-5079 work

Since September of 2014, Caption Advantage has been honored to provide Transcription and Real-Time Captioning services to the Defense Logistics Agency. Our firm has a proven track record of providing expedited transcription services for the DLA History Project, as well as numerous DLA Town Halls. Caption Advantage has also provided high-quality real-time captioning services for all DLA broadcasts. Our team is well versed in military and DLA-specific terms and acronyms. We have received written commendation from DLA regarding the quality and timeliness of work.

Caption Advantage would welcome the opportunity to provide closed captioning services for Lexington-Fayette Government Access Television.

Thank you for considering our firm's proposal.

Sincerely,



Doreen M. Radin, RMR, CRR, CBC
President



Caption Advantage Affirmative Action Plan

Caption Advantage is firmly committed to securing for all persons equal employment opportunities and freedom from discrimination and other forms of harassment in employment.

Caption Advantage's affirmative action plan serves to redress traditional and social patterns of discrimination which may create artificial barriers to employment opportunities; and

the implementation of an affirmative action plan that ensures that equality and fairness to all is recognized to be in the best interest of employees.

Caption Advantage's affirmative action plan shall provide for equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, disability, genetic information, political affiliation or veteran status. Employer-employee relations shall include but not be limited to hiring, promotion, termination, tenure, recruitment and compensation;

Caption Advantage condemns workplace harassment.

Equal employment opportunities shall be an integral part of our firm, and any program evaluation shall include an assessment of equal opportunity performance;

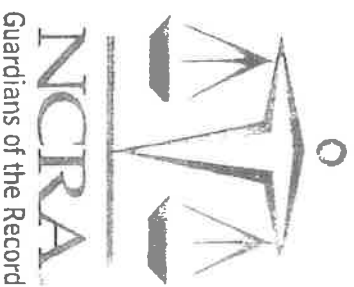
The President of Caption Advantage is responsible for the implementation and monitoring of the affirmative action plan and shall provide such technical assistance and reporting as may be deemed appropriate to accomplish the purposes identified by the affirmative action plan;

A handwritten signature in cursive script, appearing to read 'Doreen M. Radin', is written in dark ink.

Doreen M. Radin, RMR-CRR-CBC
President

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email: DRadin@CaptionAdvantage.com

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Doreen M. Radin

ON

NOVEMBER 5, 2005

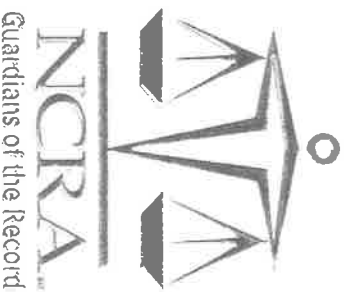
FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2006

CBC
CERTIFIED BROADCAST CAPTIONER

A handwritten signature in dark ink, appearing to read 'M. Golden', is written over a horizontal line.

NATIONAL COURT REPORTERS ASSOCIATION



Doreen M. Radin

IS HEREBY AWARDED THE

CERTIFIED REALTIME REPORTER

CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE

REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY

TWENTY-EIGHTH DAY OF JULY, 1999

*DR - certified
11/5/2005*



SM

MARK J. GARDNER, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THE REGISTERED MERIT REPORTER

IS HEREBY AWARDED TO

Doreen M. Radin

ON

MAY 5, 1990

FOR HAVING ATTAINED AN ADVANCED LEVEL OF PROFICIENCY IN THE FIELD OF COURT REPORTING BY SUCCESSFULLY COMPLETING THE REGISTERED MERIT REPORTER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND A SKILLS TEST DICTATED AT SPEEDS OF
200 WORDS PER MINUTE ON LITERARY MATTER
240 WORDS PER MINUTE ON JURY CHARGE
260 WORDS PER MINUTE ON TESTIMONY
AND FOR BEING A REGISTERED MEMBER IN GOOD STANDING THROUGH DECEMBER 31,
1995

Brian E. Carter
EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS
CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Alan Peacock

ON

NOVEMBER 1, 2003

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2004

CBC
Certified Broadcast Captioner

MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



Alan Peacock

CERTIFIED REALTIME REPORTER

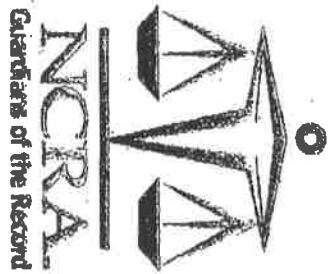
IS HEREBY AWARDED THE
CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE
REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY

AUGUST 8, 2002




MARK J. WALDRON, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Diana De Serren Jacquet

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE
 CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND
 A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF
 CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND
 FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2004



MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED BROADCAST CAPTIONER

CERTIFICATE TO

Brandi Kent

ON

NOVEMBER 1, 2003

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED FOR PASSING THE

CERTIFIED BROADCAST CAPTIONER EXAMINATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND

A LITERARY SKILLS TEST WITH A MINIMUM OF 96% ACCURACY; AND COMMITTING TO A PROCESS OF

CONTINUED IMPROVEMENT THROUGH CONTINUING EDUCATION AND SKILL DEVELOPMENT; AND

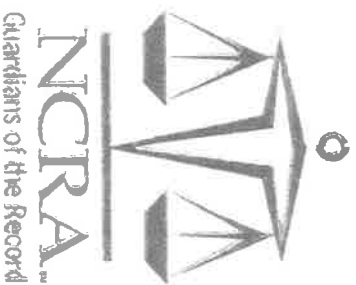
FOR BEING A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2004

CBC
Certified Broadcast Captioner

Mark J. Golden
MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



Marjorie Peters

IS HEREBY AWARDED THE

CERTIFIED REALTIME REPORTER

CERTIFICATION IN RECOGNITION OF THE
SKILL AND COMPETENCE NECESSARY TO PASS THE
REALTIME SKILLS EXAMINATION WITH
A MINIMUM OF 96% ACCURACY
SIXTH DAY OF AUGUST, 1998



SM

EXECUTIVE DIRECTOR

Brian E. Carter

NATIONAL COURT REPORTERS ASSOCIATION



Marjorie Peters

IS HEREBY AWARDED THE

CERTIFIED REALTIME REPORTER

CERTIFICATION IN RECOGNITION OF THE

SKILL AND COMPETENCE NECESSARY TO PASS THE

REALTIME SKILLS EXAMINATION WITH

A MINIMUM OF 96% ACCURACY

SIXTH DAY OF AUGUST, 1998



SM

Sharon E. Carter

EXECUTIVE DIRECTOR



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED BROADCAST CAPTIONER
CERTIFICATE #

ROCHELLE FELICE HOPKINS

ON

NOVEMBER 2, 2013

HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED TO PASS THE CERTIFIED BROADCAST CAPTIONER EXAMINATIONS, THE ASSOCIATION HEREBY AWARDS THIS CERTIFICATE TO THE ABOVE-NAMED CAPTIONER FOR A PERIOD OF TWO YEARS. THIS DESIGNATION IS MAINTAINED THROUGH THE FULFILLMENT OF THE REQUIREMENTS AND BY REMAINING A MEMBER IN GOOD STANDING.



[Handwritten signature]

JAMES M. CLON
CEO AND EXEC

NATIONAL COURT REPORTERS ASSOCIATION



THIS ASSOCIATION HEREBY AWARDS THIS

CERTIFIED CART PROVIDER

CLERKSHIP TO

ROCHELLE FELICE HOPKINS

ON

APRIL 9, 2014

FOR HAVING DEMONSTRATED THE SKILLS AND EXCELLENCE REQUIRED TO PASS THE CERTIFIED CART PROVIDER
MINIATION CONSISTING OF A WRITTEN KNOWLEDGE TEST AND A LITERARY SKILLS TEST AT A DICTATED SPEED OF 180 WORDS
PER MINUTE WITH A MINIMUM OF 90% ACCURACY. THIS DESIGNATION IS MAINTAINED THROUGH THE FULFILLMENT OF CONTIN
EDUCATION REQUIREMENTS AND BY REMAINING A MEMBER IN GOOD STANDING.

CCRP
CART PROVIDER

A handwritten signature in black ink, appearing to read 'D. Coe', is written over a horizontal line.

XXXXXXXXXX

NATIONAL SHORTHAND REPORTERS ASSOCIATION

FOUNDED

1899



IN OFFICIAL RECOGNITION BY THIS ASSOCIATION OF THE ATTAINMENT OF AN UNUSUALLY HIGH DEGREE OF TECHNICAL SKILL AND COMPETENCY AS A SHORTHAND REPORTER, THIS

CERTIFICATE OF MERIT

IS HEREBY AWARDED TO

Dorinda Barber

FOR HAVING SATISFACTORILY PASSED THE WRITTEN KNOWLEDGE TEST AND FOR QUALIFYING ON COMPREHENSIVE EXAMINATIONS IN VERBATIM SHORTHAND REPORTING

CONDUCTED BY THIS ASSOCIATION AT DICTATED SPEEDS OF

200 words per minute on Literary Matter

240 words per minute on Court's Charge to Jury

260 words per minute on Testimony

ALL OF SUCH DICTATED MATTER BEING TRANSCRIBED RAPIDLY AND WITH AN UNUSUALLY HIGH DEGREE OF ACCURACY.

IN WITNESS WHEREOF THE NATIONAL SHORTHAND REPORTERS ASSOCIATION HAS CAUSED THIS CERTIFICATE TO BE ISSUED THIS FOURTH DAY OF MAY, 1991

William E. Carter



NATIONAL COURT REPORTERS ASSOCIATION

MEMBER CONGRESS/JUDN

DEANNA P. BAKER, RMR

THE PROFESSIONAL DISTINCTION OF

FELLOW

OF THE

ACADEMY OF PROFESSIONAL REPORTERS

IN RECOGNITION OF OUTSTANDING CONTRIBUTIONS
TO THE PROFESSION OF COURT REPORTING

JULY 23, 2005

EXECUTIVE DIRECTOR

PRESIDENT



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#45-2015**

Date: September 8, 2015

Subject: Closed Captioning Services for Government
Access Television

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Q&A

1. Q: Whether companies from Outside USA can apply for this? (From India or Canada) A: Yes
2. Q: Whether we need to come over there for meetings? A: The closed captioning should be done remotely. No meetings are anticipated.
3. Q: Can we perform the tasks (related to RFP) outside USA? (From India or CANADA) A: Yes
4. Q: Can we submit our proposals via email? A: You must submit one original hard copy, 7 hard copies, and one electronic copy before bid opening. No e-mail submittals are permitted.

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: Caption Advantage LLC

ADDRESS: 4440 Ashfield Terrace Syracuse, NY 13215-2463

SIGNATURE OF BIDDER:

Firm Submitting Proposal: Caption Advantage LLC

Complete Address: 4440 Ashfield Terrace Syracuse NY 13215
Street City Zip

Contact Name: Doreen M. Radin Title: President

Telephone Number: 315-492-0069 Fax Number: 315-492-1426

Email address: dradin@captionadvantage.com

AFFIDAVIT

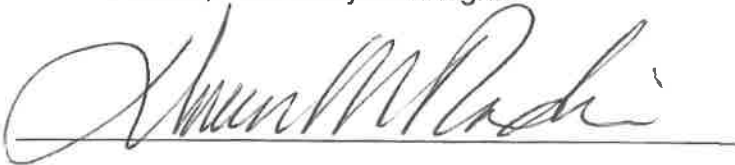
Comes the Affiant, Doreen M. Radin, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF New York

COUNTY OF Onondaga

The foregoing instrument was subscribed, sworn to and acknowledged before me by Doreen M. Radin on this the 24th day of September, 2015.

My Commission expires: _____



NOTARY PUBLIC, STATE AT LARGE

SUSAN M. BROCKWAY
Notary Public, State of New York
County of Onondaga
#4995943
My Comm. Expires May 4, 2018

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

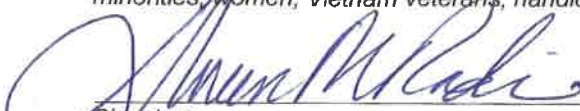
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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


Signature

Caption Advantage LLC

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Caption Advantage LLC

Date: 09/ 24 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators		1	3							1	3
Professionals			20								20
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical			1								1
Skilled Craft											
Service/Maintenance											
Total:		1	23								24

Prepared by: Doreen M. Radin, President, Caption Advantage LLC
Name & Title

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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 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 to determine their level of interest.
- j. Provided the interested MWBDE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 45-2015

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. none			
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.

Caption Advantage LLC

Company

September 24, 2015

Date



Company Representative

President

Title



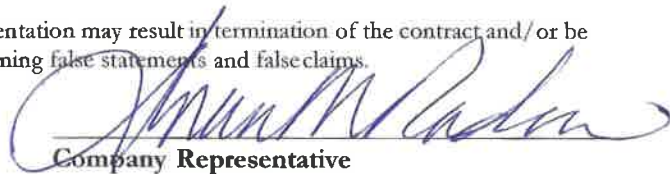
LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 45-2015

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. none					
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.

Caption Advantage LLC
 Company


 Company Representative

September 24, 2015

President

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 45-2015

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Caption Advantage LLC	Contact Person Doreen M. Radin
Address/Phone/Email 4440 Ashfield Terrace Syracuse NY 13215-2463 315-492-0069 dradin@captionadvantage.com	Bid Package / Bid Date 45-2015 Closed Captioning Services Government Access Television 9/25/15 2:00 pm

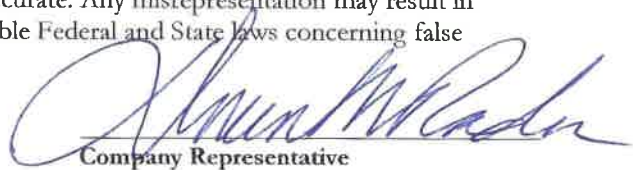
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
none							

(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.

Caption Advantage LLC

Company



Company Representative

9/24/15
Date

President
Title



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. In order to measure that goal LFUCG will track spending with MWDDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 45-2015

M/A

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 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 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 of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Caption Advantage LLC Shuan Mad
Company Company Representative

9/28/14 President
Date Title

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

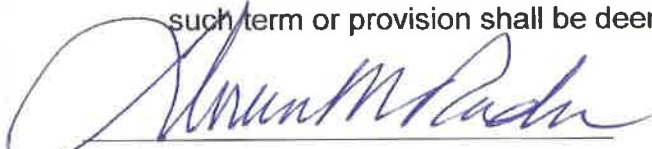
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature


Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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