



LEXINGTON

Bid 35-2023 Addendum 1 ICS Jail Supplies, Inc. Supplier Response

Event Information

Number: Bid 35-2023 Addendum 1
Title: Mattresses for Community Corrections
Type: Competitive Bid
Issue Date: 3/16/2023
Deadline: 3/30/2023 02:00 PM (ET)
Notes:

For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.

All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

Contact Information

Contact: Conni Hayes
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: chayes@lexingtonky.gov

ICS Jail Supplies, Inc. Information

Contact: Lacy Key
Address: P. O. Box 21056
Waco, TX 76702
Phone: (800) 524-5424
Fax: (254) 751-0299
Email: bids@icswaco.com
Web Address: www.icswaco.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

JM BOGAN III

Signature

Submitted at 3/29/2023 09:35:27 AM (ET)

BIDDESK@ICSWACO.COM

Email

Response Attachments

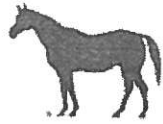
Lexington, KY- Bid 35-2023- Mattresses.pdf

Full Bid 35-2023

Bid Lines

1	Clear vinyl mattresses w/pillow as per specifications	Quantity: <u>1</u>	UOM: <u>Each</u>	Unit Price: <input type="text" value="\$52.78"/>	Total: <input type="text" value="\$52.78"/>
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Response Total: \$52.78



LEXINGTON

Bid 35-2023 ICS Jail Supplies, Inc. Supplier Response

Event Information

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Email: chayes@lexingtonky.gov

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

ICS Jail Supplies, Inc. Information

Contact: Lacy Key
Address: P. O. Box 21056
Waco, TX 76702
Phone: (800) 524-5424
Fax: (254) 751-0299
Email: bids@icswaco.com
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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/REQ/Quote/Auction documents.

Signature

Email

biddesk@icswaco.com

Bid Lines

1	Clear vinyl mattresses w/pillow as per specifications	Quantity: <u>1</u>	UOM: <u>Each</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
---	---	--------------------	------------------	--	---

Response Total: 0

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

This Affidavit must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Jim Bogan III, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jim Bogan III and he/she is the individual submitting the bid or is the authorized representative of ICS JAIL SUPPLIES, 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. _____

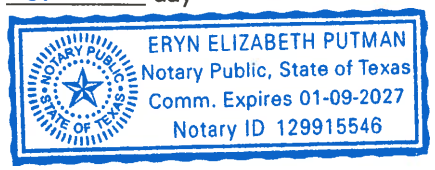
STATE OF Texas

COUNTY OF McLennan

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

by [Signature] on this the 24th day of March, 2023

My Commission expires: 01/09/2027



[Signature]
NOTARY PUBLIC, STATE AT LARGE

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

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder



LEXINGTON

Lexington-Fayette Urban County Government
Division of Community Corrections
Bid #35-2023 Mattresses for Community Corrections

The Lexington-Fayette Urban County Government is accepting bids for a price contract for Mattresses for the Division of Community Corrections, 600 Old Frankfort Circle, Lexington, Kentucky, 40510, as per the following specifications:

General Mattress Specifications:

- Clear vinyl mattress with built-in pillow
 - 3 ply 12 oz. Clear Vinyl with Polyester Scrim
 - 5" densified 100% polyester core; 12oz core
- Fire retardant
- Moisture resistant
- Mildew resistant
- 100% sealed

ICS JAIL SUPPLIES, INC.
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Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
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FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

Testing Standards:

A copy of each of the following four (5) reports shall be provided by vendor with bid.

If copies of the following four (5) reports are not included with the bid, the bid shall be considered as non-responsive.

1. Fire Protection Consumer Product Safety Commission 16CFR1633
2. CTB 121
3. CTB 129
4. CTB 603
5. CAL117

NOTES TO BIDDER:

It is the intent of Lexington-Fayette Urban County Government to purchase one thousand (1000) mattresses over the course of the contract year. LFUCG reserves the right to reduce or increase the items and/or quantities for the year. LFUCG in no way guarantees any quantities stated, as they should be merely used as a guideline for bidding, and LFUCG is in no way obligated to purchase these quantities.

ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

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).

All shipping, delivery and handling should be included in pricing.

For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.

All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

ICS JAIL SUPPLIES, INC.
P.O. Box 21058
Waco, TX 76702-1058
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder



CLIENT **ICS JAIL SUPPLIES**
P.O. BOX 21056
Waco TX, 76702

Test Report No: TJ2686-2	Date: January 27, 2015
---------------------------------	-------------------------------

SAMPLE ID: The test samples are identified as "LPM25EXSS-CL TEST 2"

SAMPLING DETAIL: Test samples were submitted to the laboratory directly by the client. No special sampling conditions or sample preparation were observed by QAI.

DATE OF RECEIPT: Samples were received at QAI on January 14, 2015

TESTING PERIOD: January 23, 2015

AUTHORIZATION: Proposal VB-2014-102901

TEST PROCEDURE: 16 CFR 1633, Test Configuration B. Requirements and Test Procedure for Resistance of a Mattress and/or Mattress Box Spring Set to a Large Open-Flame.

TEST RESULTS: The sample COMPLIES with the criteria of 16 CFR 1633. Detailed test results are presented in the subsequent pages of this report.

Prepared By

David Bauchmoyer
Fire Test Technician

**Signed for and on behalf of
QAI Laboratories, Inc.**

J. Brian McDonald
Operations Manager

RESULTS:

Sample: "LPM25EXSS-CL TEST 2"

Test Date: 01/23/15

Data:

<u>Measurement Type</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Heat Release Rate (kW)	0	28	0:00:56	200	PASS
Total Heat Release – First 10 Min (MJ)	0	3.2	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:15:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

OBSERVATIONS:

- 0:00 – Start of Test
- 0:01 – Burners removed – Hole burned at center of panel; small flames; black smoke.
- 0:05 – Candle flames on panel; floor burning under hole in center of mattress.
- 0:10 – No visible flames or smoke.
- 0:15 – Self-extinguished.
- 0:20 –
- 0:25 –
- 0:30 –

GRAPHICAL RESULTS:

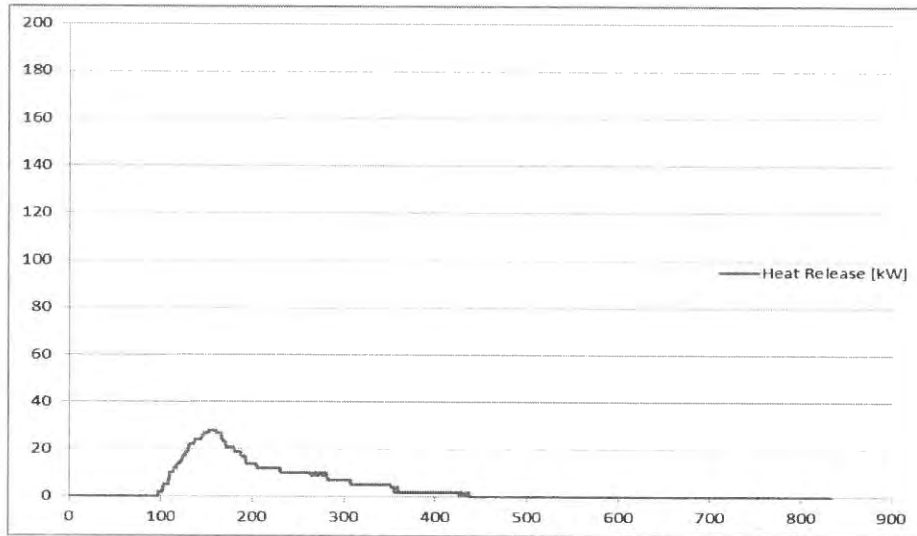


Figure 1. Heat Release vs. Time Graph

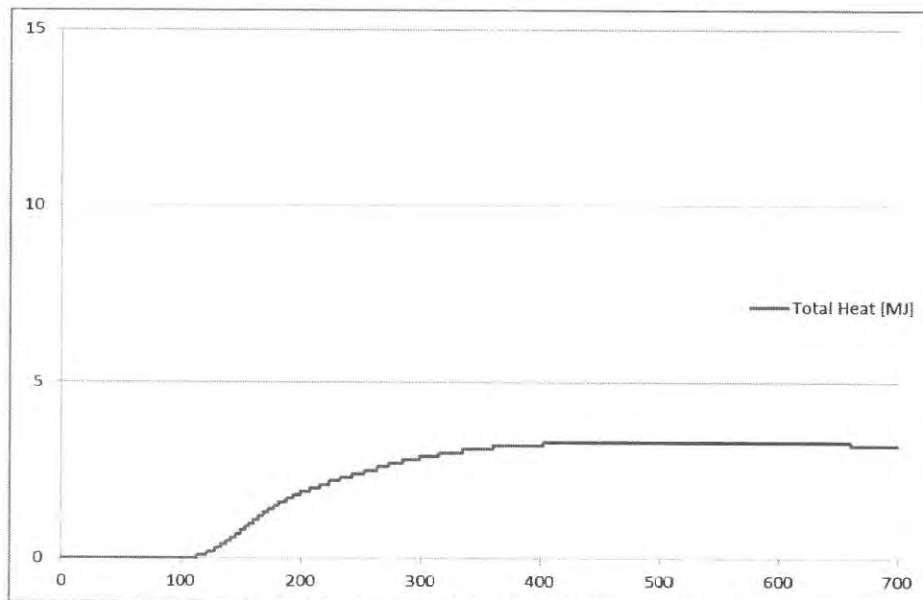


Figure 2. Total Heat vs. Time Graph

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PHOTOS:

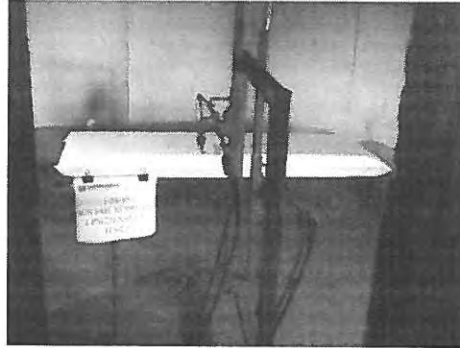
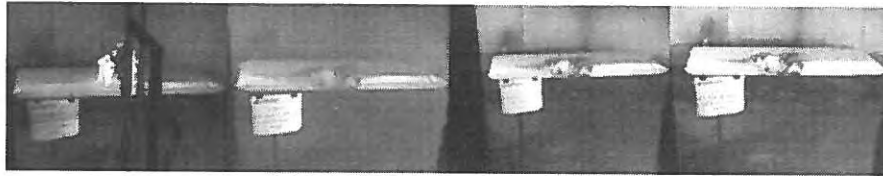


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633

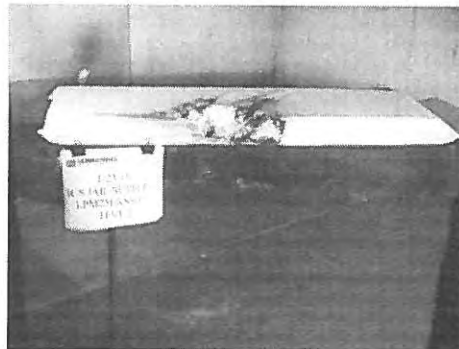


PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

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Tested For: Maegan Eisenman
ICS Jail Supplies, Inc
PO Box 21056
Waco, TX 76702
USA

Phone: (254) 751-1566
Fax:
Mobile:
PO#: 021622TEST-D
Email: purchasing@icswaco.com

Received: 3/2/2022
Completed: 3/23/2022
Code: F
Test Report: 3-47131-0

Key Test: CA 121

700

Client's Identification:

Style: LPM. Mattress Identification #: LPM30SSPWCL. (see continuation).

LE 1980; V 1/19 NL=700; L=910 PC: 48H /jd /dv

Covering Material (Ticking): Herculite Item #113103 10.5oz Translucent Vinyl

Fire Blocking Layer (Interliner): None Used

Filling Material: Carpenter 5 Resilium Polyester Fiber Pillow

Insulator Pad: None Used

Core: Fibrix Polyester Fiber Core Item #P0039

Additional Information: Translucent Vinyl Mattress with Built in Pillow and Polyester Fiber Core

TEST PERFORMED: California Technical Bulletin 121 - Flammability Test Procedure for
Mattresses for Use in High Risk Occupancies

BRIEF DESCRIPTION OF TEST: A metal bucket is stuffed with 10 double sheets of newspaper. The bucket is placed beneath the test mattress so that there is a distance of approximately 3" between the top of the bucket and the bottom of the mattress. The paper is then ignited and observations are made.

VT

Ver. 2021-03-09 10:35

Page 1 of 3

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96 Allen Boulevard Suite D, Farmingdale, NY 11735 USA • Phone: (631) 293-8944 • Email: govmark.test.reports@sgs.com



Tested For: Maegan Eisenman
ICS Jail Supplies, Inc
PO Box 21056
Waco, TX 76702
USA

Phone: (254) 751-1566
Fax:
Mobile:
PO#: 021622TEST-D
Email: purchasing@icswaco.com

Received: 3/2/2022
Completed: 3/23/2022
Code: F
Test Report: 3-47131-0

Key Test: CA 121

700

REMARKS: None.

TEST CRITERIA	RESULTS	ACCEPTANCE CRITERIA
Weight -- At start of test:	15.0 lbs	
At 10 minutes: *	13.8 lbs	
Weight loss:	1.2 lbs (8%)	Not more than 10% within 1st 10minutes
Ceiling (1") Thermocouple:	112°F	Less than 500°F
CO Concentration:	0 ppm	Less than 1,000 ppm

(* At test end, if sooner than 10 minutes)

TEST END: 12 minutes 0 seconds

- All burning of specimen had ceased
- Extinguished by technician when all report values had peaked and were declining
- Extinguished by technician when noncompliance of 1 or more criteria was noted
- Maximum test period of 90 minutes, as established by California BHF Testing Lab

OBSERVATIONS:

Time (mm:ss)	Observation
00:07	Fire bucket ignited and placed under mattress
01:00	Significant drippage; fire burning through underside of mattress
05:00	Fire completely burned through bottom of mattress
07:00	No remaining flame or smoke
10:00	End of test

VT

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Page 2 of 3

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Email: purchasing@icswaco.com

Received: 3/2/2022
Completed: 3/23/2022
Code: F
Test Report: 3-47131-0

Key Test: CA 121

700

CONCLUSION: Based on the above Results and Acceptance Criteria, the item tested:

Complies; Does not comply

CERTIFICATION: I certify that the above results were obtained after testing specimens in accordance with the procedures and equipment specified above.

DocuSigned by:
Jillian Guillem
2908174CF629427...

3/29/2022

Test Technician: Vincent Timmons

AUTHORIZED SIGNATURE
SGS North America
/dv /gb

Enclosed: Video Link: <https://vimeo.com/691585269>

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Tested For: Maegan Eisenman	Phone: (254) 751-1566	Received: 3/2/2022
ICS Jail Supplies, Inc	Fax:	Completed: 3/22/2022
PO Box 21056	Mobile:	Code: H
Waco, TX 76702	PO#: 021622TEST-D	Test Report: 3-47133-0
USA	Email: purchasing@icswaco.com	

Key Test: CA 129

765

Client's Identification:

Style: LPM. Mattress Identification #: LPM25SSPWCL. (see continuation).

LE 1992; V 01/19 NL=765; L=930 PC: 48H /rb /dv

CLIENT'S IDENTIFICATION (continuation):

Ticking: Herculite Item # 113022 10.5oz Translucent Vinyl

Fire blocking layer: None Used

Filling Material: Carpenter 5 Resilium Polyester Fiber Pillow

Insulator Pad: None Used

Core: Fibrix Polyester Fiber Core Item #P0038

Additional Information: Translucent Vinyl Mattress with Built in Pillow and Polyester Fiber Core

TEST PERFORMED: CA Technical Bulletin 129 - Flammability Test Procedure for Mattresses for Use in Public Buildings; October 1992

TEST ROOM LAYOUT: Option B

COMPARABLE DOCUMENTS: ASTM E 1590; NFPA 267

BRIEF DESCRIPTION OF TEST:

A mattress is placed on a test frame support system. A pipe burner with multiple holes is placed in a position so that it sits at a 1" (25 mm) distance from the side of mattress. Gas is allowed to flow through the burner to produce a test flame which looks similar to that of a very large barbecue burner flame. The flame is applied for a period of 180 seconds. Various test measurements are taken until all burning of the test item ceases.

RS

Ver. 2021-03-09 10:35

Page 1 of 3

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Waco, TX 76702
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Fax:
Mobile:
PO#: 021622TEST-D
Email: purchasing@icswaco.com

Received: 3/2/2022
Completed: 3/22/2022
Code: H
Test Report: 3-47133-0

Key Test: CA 129

765

REMARKS: None.

TEST CRITERIA	RESULTS	ACCEPTANCE CRITERIA
Weight -- At start of test:	14 lbs	
At 10 minutes: *	13 lbs	
Weight loss:	1 lbs(7.14%)	Not more than 3lbs within 1 st 10minutes
Weight loss at end:	1 lbs	None cited
Peak Rate of Heat Release:	14.1 kW	100kW maximum
Time at which Peak RHR occurred	98 seconds	None
Total Heat Release at 10 minutes: *	2.2 MJ	25 MJ maximum

(* At test end, if sooner than 10 minutes)

TEST END: 10 minutes 0 seconds

- All burning of specimen had ceased
- Extinguished by technician when all report values had peaked and were declining
- Extinguished by technician when noncompliance of 1 or more criteria was noted
- Maximum test period (60 minutes)

OBSERVATIONS:

Time (mm:ss)	Observations
00:07	Cover material ignited
03:07	Burner removed; no fire burning on mattress
03:30	No visible flame or smoke
10:00	End of test

RS

Ver. 2021-03-09 10:35

Page 2 of 3

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USA

Phone: (254) 751-1566
Fax:
Mobile:
PO#: 021622TEST-D
Email: purchasing@icswaco.com

Received: 3/2/2022
Completed: 3/22/2022
Code: H
Test Report: 3-47133-0

Key Test: CA 129

765

CONCLUSION: Based on the above Results and the Acceptance Criteria, the item tested:

Complies; Does not comply

CERTIFICATION: I certify that the above results were obtained after testing specimens in accordance with the procedures and equipment specified above.

DocuSigned by:
Jillian Guillem
2908174CF629427...

3/29/2022

Test Technician: Robert Schmidt

AUTHORIZED SIGNATURE
SGS North America
/dv/tc

Enclosed: Video Link: <https://vimeo.com/691586302>

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LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

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LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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(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.

Company

Company Representative

Date

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 # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

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LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____

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Buyer Contract Holder

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
- _____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- _____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

NIA

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.

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GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

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.

ICS JAIL SUPPLIES, INC.

Company

24 MAR 2023

Date



Company Representative

Vice President

Title

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I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

Go to www.Green Seal.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?

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 or all parts to one vendor.

- 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-line and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted on-line prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not submitted as indicated above. Bids submitted to the Division of Central Purchasing by the stated time and date 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 will be posted on-line 24 to 48 hours after bid opening.
- 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. Electronic signature by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 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 365 days of the Procurement Contract. After 365 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 year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be

responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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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.

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.

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GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

**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

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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 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

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- 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 MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- 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 in the contract.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE 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.

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LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing

of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

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

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WORKFORCE ANALYSIS FORM

Name of Organization: ICS JAIL SUPPLIES, INC.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	8	II	IIII		I											2	6
Professionals	1	I														1	0
Superintendents	0															0	0
Supervisors	7	IIII	III													4	3
Foremen	0															0	0
Technicians	0															0	0
Protective Service	0															0	0
Para-Professionals	0															0	0
Office/Clerical	12	II	IIII		I	I										3	9
Skilled Craft	13	III	I	I	III	II	I									7	6
Service/Maintenan	2					II										2	0
Total:	43																

Prepared by: Jim Bogan III Vice President
 (Name and Title)

Date: 3 / 28 / 2023

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Revised 2015-Dec-15



Small Business Enterprise (SBE)
ICS JAIL SUPPLIES, INC.

ICS JAIL SUPPLIES, INC.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 561210: FACILITIES SUPPORT SERVICES

This Certification commences October 29, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2023
Issued Date: October 29, 2021
CERTIFICATION NO. WMSB32183N1023

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Elicia Mitchell

Certification Administrator



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ICS
Jail Supplies, Inc.



Since 1985!!!



ICS Vinyl Poly-core Mattresses

AVAILABLE COLORS:

Green, Translucent or Grey

SIZE OPTIONS:

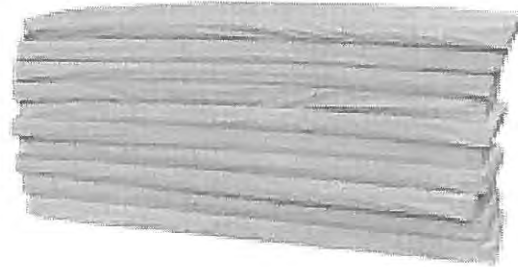
25" x 75" x 3" / 25" x 75" x 4"

30" x 75" x 3" / 30" x 75" x 4"

flat or with built-in pillow

SEALING OPTIONS:

sealed seam, or hybrid



All Mattresses meet 16 CFR 1633 flammability code

VINYL OVERVIEW:

All vinyl is an anti-microbial, fire, tear, bacteria, mildew and stain resistant.

Made of 2 layers of vinyl (12 oz per square yard) bonded to a scrim cloth for added durability.

Easily cleaned with mild, soapy water and/or disinfectant wipes.

Vinyl meets 16 CFR 1632 flammability code

INNER CORE OVERVIEW:

100% bonded polyester fiber compressed to a 4" finished height

Excellent flame, mold and mildew resistance as well as non-allergenic due to added antibacterial agents.

Fiber cores meets Cal 117 flammability code

SEALING OVERVIEW:

Sealed Seams—exterior heat sealed seam on all 4 sides of the mattresses.

Hybrid Seams—Inverted, inner stitched seams on 3 sides, boxed stitched ends with a heat sealed closing seam.

***testing results are available upon request, please contact your representative for additional information*

Phone: (800) 524-5427

Fax: (254) 751-0299

Sales@icswaco.com

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Contract # GS-07F-0552U

BuyBoard[®]

Cooperative Purchasing
Contract # 669-22

RE: Terms and Conditions—Pandemic Stipulations

Dear Purchasing,

As we are all aware, over the past few years the Coronavirus has created a very large, unexpected market demand for many products. The global supply chain has been extremely challenged as the world learns to operate during the ongoing pandemic.

While the general economy has shown signs of some improvement, we observe inflationary pressures getting stronger. This does not appear to be a transitory event.

Now, supply chain bottlenecks have become visible, i.e. international transportation costs (ocean freight) and raw material have registered significant cost hikes. In addition, crude oil prices have firmed with further increases likely to prompt higher trucking costs soon. Currency exchange rates are fluctuating more, reflecting a gradually weaker external value of USD, thus raising purchase cost levels for many items.

Our company is making every effort to stay in close contact with our suppliers, ensuring that we are up to date with their situations. We are fulfilling all orders in a timely manner and will continue to be as transparent with product information as possible.

ICS Jail Supplies, Inc. will review pricing and availability throughout the duration of this contract and reserves the right to terminate with a 30 day notice at any time.

Thank you for your understanding and we hope all are remaining safe and healthy during these difficult times. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Jennifer Johnson

Bid Manager

Main Line: (254) 751-1566

Direct Email: BIDDESK@icswaco.com

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Phone: (254) 751-1566

Fax: (254) 751-0299

Bids: biddesk@icswaco.com

ICS is proud to recognize Larry Lynch
as a TJA Vendor Representative

Become a member:

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