



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #27-2020 Video Training Services for Water Quality** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **November 4, 2020**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

SELECTION CRITERIA:

1. Estimated Cost of Services. 25 pts
2. Specialized experience and qualifications. 25 pts
3. Reference Checks. 15 pts
4. Business Profile. 15 pts
5. Approach and Schedule 15
6. Degree of local employment. 5 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, 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 _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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 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

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.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



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.				

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



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.

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.					

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

Company

Company Representative

Date

Title



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

(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



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

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 # _____

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

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

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

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

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

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.

Company

Company Representative

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 and IonWave Q&A, 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.
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.

Signature

Date

Lexington-Fayette Urban County Government

Division of Water Quality

Request for Proposal for Video Training Services

October 8, 2020

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Overview

The Lexington-Fayette Urban County Government's (LFUCG) Division of Water Quality (DWQ) is seeking a vendor to commit to a 3-5 year contract to develop in-house training videos and materials for staff. DWQ has identified nine videos to be developed thus far and would like the chosen vendor to be available to develop additional on-demand videos over the life of the contract.

The division's equipment and infrastructure become more complex as time passes and the workforce continues to turnover at a rapid pace. Having "how to" training material readily available to educate new and existing staff about the various functions they will be expected to carry out will greatly improve training and consistency in performance.

The preferred vendor would employ a Technical Advisor who is familiar, knowledgeable and fluent in wastewater operational services. A vendor that just has a camera crew and producer, with no skill in organizing format, writing scripts or editing content for final production is not desired because the city already possesses those services; the division is looking for a vendor that can provide a lead role in producing the desired content while division staff fills an editing role.

Pursuant to selecting a training vendor, representatives from Water Quality defined several training videos that are needed, as well as the desired experience of the preferred vendor. This document details those requirements and will serve as a basis by which responses can be submitted and evaluated to choose the best fit for the Division.

We appreciate your response to this document to enable an efficient and objective evaluation of your proposal.

Vendor Response Instructions

As you respond to this RFP, please consider that Lexington Fayette County Urban Government (LFUCG) reserves the right to incorporate your responses into a final contract.

General

All vendor responses must utilize the accompanying RFP Response Template. The template contains the information and format required by the RFP and facilitates efficient and objective responses to the information, and pricing matrix provided with the RFP. Responses to these items are required for consideration. LFUCG reserves the right to withdraw this bid at any time, and to eliminate any response from consideration at their discretion.

Vendors may add additional material or detail to the response as appendices. Any additional materials provided should be concise, factual and facilitate understanding of the vendor and the proposed approach.

At the conclusion of the RFP process, selected vendors should be prepared to conduct, in a virtual format and at the discretion of DWQ, a presentation of their credentials and capabilities, and discussion of their RFP responses. The expected duration of this demonstration will be up to one hour. All associated costs will be the responsibility of the vendor.

In consideration of the value of your time, we have attempted to make the response process as simple and

efficient as possible. Most of the information for which we are requiring response resides in the following tables, and is included in the accompanying RFP Response Template.

Vendor responses should be complete and include the following components, which are described below:

- Transmittal Letter (not included in the Response Template)
- Executive Summary
- Requirements Response
- Vendor Business Profile & References
- Proposed Approach and Schedule
- Degree of local employment
- Assumptions and Constraints (optional)
- Pricing Matrix

Transmittal Letter

Each vendor will submit a cover letter of transmittal, stipulating the following:

- The signer of the letter has sufficient authority to commit the vendor organization to its proposal.
- The vendor agrees to the scope, terms and conditions of this RFP. Any exceptions must be described here.
- The identity and title of the vendor's authorized negotiator, in the event the vendor is selected for negotiation.
- LFUCG will have ownership of the proposed Deliverables.
- The total proposed price for the specified video and an hourly rate for additional on-demand videos as specified in the Pricing Matrix.
- Commitment that the total proposed price is valid for 90 days and the hourly rate is valid for the contract duration for additional on-demand videos and training material.

Executive Summary

Please provide an executive summary of your recommended approach for developing training materials. Identify the potential value your company brings to LFUCG, as compared to the competition.

Proposed Approach for the Scope of Services

For each scope of service listed, describe the approach and rationale you will use to accomplish that scope of service.

Vendor Business Profile

Please provide the business information requested in the *Vendor Business Profile* section of this RFP.

Plan, Schedule and Deliverables

The vendor will describe the approach and rationale they will use to fulfill the training scope of services. They will identify and provide the major tasks and associated timelines and deliverables required for their proposed approach. The vendor must also clearly specify the estimated duration of the entire process. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables.

Assumptions and Constraints

Please supply any assumptions on which your proposal and its estimates are based, along with any constraints you may have, in the RFP Response Template.

Pricing Matrix

The vendor will provide the price for the specific workflow presented in Appendix A and should be representative of the cost for additional videos and services as set forth in the Proposed Approach and

Schedule in the Pricing Matrix.

Vendor Selection Process

The initial screening activity is based on overall compliance to the RFP, inclusion of relevant references, responses to requirements by scope of services, business profile and price.

The second screening activity involves detailed analysis of the RFP response may yield up to 3 finalists if needed. Responses will be scored based on the following:

- Experience/Qualifications = 25 points
- Price = 25 points
- Business Profile = 15 points
- Reference Checks = 15 points
- Approach & Schedule = 15 points
- Degree of Local Employment= 5 points

Following these events, the finalist vendor will begin negotiation with selected members of the RFP Evaluation Team for contract award.

The milestone dates for the project are estimated as follows:

October 8, 2020	RFP is released
October 22 2020	Deadline for submission of questions
November 4, 2020	Vendor RFP responses due
November 18, 2020	Up to three finalist vendors -if necessary
December 3 & 4, 2020	Vendor Presentation (virtual)
December 10, 2020	Vendor selected for negotiation

Definitions and Acronyms

The following terms and acronyms are supplied for clarity for the flow of work.

Consent Decree (CD) - Lexington's agreement with state and federal agencies regarding corrective measures needed to improve sanitary sewer system performance.

Capacity, Management, Operations and Maintenance (CMOM) program - CMOM is a component of the Consent Decree. Program elements are intended to improve overall system performance. An effective training program is a key part of CMOM.

Division of Water Quality (DWQ) - City's responsible division for operating and maintaining the sanitary sewer system and implementing all requirements of the CD.

Closed Circuit Television (CCTV) Inspection - DWQ operation that visually inspects pipes via a close circuit camera mounted on tracks. DWQ has two CCTV units and employs other contractors using the same equipment.

Fats, Oils and Grease (FOG) - FOG is a component of CMOM intended to reduce the release of cooking grease into the sewer system. Grease is a typical root cause of dry weather SSOs.

Gravity Line Preventative Maintenance Program (GLPMP) - - GLPMP is a component of CMOM intended to proactively inspect (CCTV) and clean sewer pipes, preventing obstructions such as tree roots and grease, which lead to SSOs

Pump Station Operations Plan for Power Outages (PSOPPO)- PSOPPO is a component of CMOM intended to prevent and mitigate SSO events at sanitary pumping stations.

Sanitary Sewer Overflow (SSO) – overflows that occur from sanitary pumping stations and manholes. (Bypass is a similar term with a different meaning).

Sewer Overflow Response Plan (SORP) – SORP is a component of CMOM intended to 1) identify, track and report SSOs, 2) provide a post event cleaning and public notification strategy for SSO events and 3) provide a post event strategy for completing a root cause process for all SSO events so that preventable SSOs are prevented in the future.

Vector – The piece of equipment that DWQ uses to clean sewer pipes. DWQ has four (4) Vectors and employs other contractors using similar equipment

Objectives

Objectives define measurable goals that are associated with providing training videos and materials. Fulfilling these Objectives indicates success in selecting the right firm to assist with training materials. Below are the objectives the team defined.

To have a consistent training delivery for how we do our business, not only for new hires but also existing hires.

1. Improve the effectiveness of new wastewater staff and reinforce efficiency of existing staff
2. Provide consistent training for employees to reinforce protocol and procedures
3. Decrease the time to train new staff in wastewater operational practices
4. Promote overall effectiveness in the wastewater operational training process
5. To meet regulatory expectations with state and federal agencies.

Current Environment

The current training for new employees, or cross-training for current employees, is dependent on current staff. There are some written guidelines but nothing to allow new employees to see how certain functions should work. COVID-19 social distancing expectations make remote learning tools more important than ever.

Weaknesses:

Weaknesses identify opportunities for improvement or changes that can be made to the current situation.

- New employees are dependent on current employees for all training.
 - It sometimes takes a while for a current employee to have the bandwidth to do a thorough job of training
 - Existing employees leave before the new employee starts and job knowledge leaves with them
- Inconsistency in message
 - On the job training often leads to omissions

Strengths:

Strengths are attributes of current situation that we want to keep. The following strengths were identified.

- The Division of Water Quality has the knowledge necessary to train new employees.
- Approved CMOM documents provide a sound foundation for developing training modules.
- DWQ has the resources needed to produce videos with relevant props, i.e., facilities, equipment, etc.

Proposed Training Video Content

The Division of Water Quality has identified several how-to training videos they will need. We are requesting that each responding vendor identify their experience with and their ability to produce these videos by using the response criteria described below. The preferred vendor would employ a Technical Advisor who is familiar, knowledgeable and fluent in wastewater operational services to serve a lead role in producing the desired content while the Division of Water Quality staff serves in an editing role.

Training Video Requirements

Requirements

Below is a table containing the identified training video requirements. The criteria the vendor will use for responding to the video requirements are:

(3) Extensive Experience: The response of a 3 indicates the vendor has extensive experience (more than 5 instances) producing training material, including how-to-videos, for either water quality, construction or manufacturing industries.

(2) Some Experience: The response of a 2 indicates the vendor has some experience (1-4 instances) in producing training material, including how-to-videos in plant or factory industries.

(1) No Experience: The response of a 1 indicates the vendor has no experience in producing training material, including how-to-videos, for this operational service.

Requirement	Experience (1, 2, or 3)
Requirement 1.0: The ability to provide how-to training videos for auxiliary pump set-up and operation <ul style="list-style-type: none"> • How to correctly setup a pump • How to troubleshoot common pump set-up problems, i.e., motor won't start, pump will not prime, hose coupling is leaking, etc. 	
Requirement 1.1: The ability provide how-to training videos for gravity sewer pipe repairs <ul style="list-style-type: none"> • How to do a basic hookup (how to measure end to end, how to bevel pipe and bedding the pipe) • How to properly start saws (how to troubleshoot and prevent flooding, hot vs cold start) • Basic backhoe operations 	
Requirement 1.2: The ability to provide how-to training videos for pressure pipe repairs <ul style="list-style-type: none"> • Proper sizing and use of a repair coupling • Cutting pipe to insert a pipe section • Bedding and backfill of the pipe 	

Requirement	Experience (1, 2, or 3)
<p>Requirement 1.3: The ability to provide how-to training videos for sewer vacuum cleaning equipment operations</p> <ul style="list-style-type: none"> • Jet trucks verses vacuum cleaning – why one or the other. • Proper pipeline cleaning techniques. • Basic equipment preventative maintenance requirements 	
<p>Requirement 1.4: The ability to provide how-to training videos for closed circuit television inspection of sewer pipes (CCTV)</p> <ul style="list-style-type: none"> • How to setup lateral/main line cameras. • How to troubleshoot main/lateral cameras. • How to operate main line camera in the pipe/how to operate lateral box camera while in the pipe. • Basic concepts in evaluating pipe condition 	
<p>Requirement 1.5: The ability to provide how-to training videos for sewer line maintenance call crew:</p> <ul style="list-style-type: none"> • Customer service expectations of an LFUCG employee • How to run rodding machine (troubleshoot) • How to operate jet truck (troubleshoot) 	
<p>Requirement 1.6: The ability to provide how-to training videos for capacity management operations maintenance (CMOM)orientation:</p> <ul style="list-style-type: none"> • What is CMOM and how does it impact me? • CMOM plan requirements that impact employees (multiple training layers exist within each bullet) <ul style="list-style-type: none"> ○ Sewer Overflow Response ○ Gravity Line Preventative Maintenance ○ Fats, Oils and Grease ○ Pump Station Power Outages 	
<p>Requirement 1.7: The ability to provide how-to training videos for CDL/vehicles:</p> <ul style="list-style-type: none"> • Walk around video highlighting what employees need to know to successfully pass the CDL test walk around • How to perform a proper vehicle inspection • Snow removal-quick repairs for snow removal (chains and spreaders) • How to properly plow intersection during a snow event 	
<p>Requirement 1.8: The ability to provide how-to training videos for information, policies and procedures for operations staff:</p> <ul style="list-style-type: none"> • Flooding response plan. • On call / call back. • SP-302 forms • Accela asset management software • Equipment and vehicle inspections / Fleet Services 	
<p>Requirement 1.9: The ability to provide the how-to training videos in a format that will allow multiple users to access simultaneously.</p> <ul style="list-style-type: none"> • Vendor to describe any limitations 	
<p>Requirement 1.10: The ability to update the how-to training videos as operation methods change.</p>	

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

1. Company name, headquarters address, and local responsible office
2. Location(s) of Key Project staff
3. Total number of employees
4. Provide an organization chart for your firm
 - a. Include areas of expertise for each person in the firm
5. Number of years in business
6. Number of years active in the development of training video and materials
7. List of clients, with contact information, for whom you have provided training video and materials
8. Annual revenue
9. Business structure (e.g., C-Corp, S-Corp, LLC)
10. Ownership (if publicly traded, include exchange and symbol)
11. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
12. Identify previous work performed for LFUCG, nature of the work and the date of the work.
13. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Proposed Approach for the Identified Videos

Please include the following items when describing your approach to developing the training videos identified in the Requirements section.

1. Describe your approach to planning, developing, and producing the how-to training videos described in the requirements sections.
2. Describe the core project team you are proposing for this work;
 - a. Describe the job titles and related functions each will perform
 - b. Provide names and resumes for each team member
 - c. Identify the level of effort for each team member
 - d. Identify the hourly rate for each team member
3. Describe the estimated schedule and timeline for creating the videos as described in the requirements section.
 - a. What is the average length of time it takes to produce the videos we have listed in

this RFP?

b. What is your estimated duration to produce all of the videos we listed?

4. Identify all responsibilities for LFUCG
5. Please provide a link to recent operational training videos you have produced.
6. Describe your process for modifying the videos if operational processes change.

Submitted by:

Insert Vendor Name, Address & Logo Here

Response to Lexington-Fayette Urban County Government

Request for Proposal

Response Template

Division of Water Quality
Video Training Services

October 8, 2020

Executive Summary3
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Pricing Matrix7
Appendix A9

Executive Summary

Insert a brief overview of your recommended approach for developing training materials. Identify the potential value your company brings to LFUCG, as compared to the competition.

Requirements Response

For each requirement listed, please describe both your experience using the criteria below.

(3) Extensive Experience: The response of a 3 indicates the vendor has extensive experience (more than 5 instances) producing training material, including how-to-videos, for either water quality, construction or manufacturing industries.

(2) Some Experience: The response of a 2 indicates the vendor has some experience (1-4 instances) in producing training material, including how-to-videos in either water quality, construction, manufacturing, plant or factory industries.

(1) No Experience: The response of a 1 indicates the vendor has no experience in producing training material, including how-to-videos, for this operational service.

Requirement	Experience (1, 2, or 3)
Requirement 1.0: The ability to provide how-to training videos for auxiliary pump set-up and operation <ul style="list-style-type: none"> • How to correctly setup a pump • How to troubleshoot common pump set-up problems, i.e., motor won't start, pump will not prime, hose coupling is leaking, etc. 	
Requirement 1.1: The ability provide how-to training videos for gravity sewer pipe repairs <ul style="list-style-type: none"> • How to do a basic hookup (how to measure end to end, how to bevel pipe and bedding the pipe) • How to properly start saws (how to troubleshoot and prevent flooding, hot vs cold start) • Basic backhoe operations 	
Requirement 1.2: The ability to provide how-to training videos for pressure pipe repairs <ul style="list-style-type: none"> • Proper sizing and use of a repair coupling • Cutting pipe to insert a pipe section • Bedding and backfill of the pipe 	
Requirement 1.3: The ability to provide how-to training videos for sewer vacuum cleaning equipment operations <ul style="list-style-type: none"> • Jet trucks verses vacuum cleaning – why one or the other. • Proper pipeline cleaning techniques. 	

Requirement	Experience (1, 2, or 3)
<ul style="list-style-type: none"> • Basic equipment preventative maintenance requirements 	
<p>Requirement 1.4: The ability to provide how-to training videos for closed circuit television inspection of sewer pipes (CCTV)</p> <ul style="list-style-type: none"> • How to setup lateral/main line cameras. • How to troubleshoot main/lateral cameras. • How to operate main line camera in the pipe/how to operate lateral box camera while in the pipe. • Basic concepts in evaluating pipe condition 	
<p>Requirement 1.5: The ability to provide how-to training videos for sewer line maintenance call crew:</p> <ul style="list-style-type: none"> • Customer service expectations of an LFUCG employee • How to run rodding machine (troubleshoot) • How to operate jet truck (troubleshoot) 	
<p>Requirement 1.6: The ability to provide how-to training videos for capacity management operations maintenance (CMOM)orientation:</p> <ul style="list-style-type: none"> • What is CMOM and how does it impact me? • CMOM plan requirements that impact employees (multiple training layers exist within each bullet) <ul style="list-style-type: none"> ○ Sewer Overflow Response ○ Gravity Line Preventative Maintenance ○ Fats, Oils and Grease ○ Pump Station Power Outages 	
<p>Requirement 1.7: The ability to provide how-to training videos for CDL/vehicles:</p> <ul style="list-style-type: none"> • Walk around video highlighting what employees need to know to successfully pass the CDL test walk around • How to perform a proper vehicle inspection • Snow removal-quick repairs for snow removal (chains and spreaders) • How to properly plow intersection during a snow event 	
<p>Requirement 1.8: The ability to provide how-to training videos for information, policies and procedures for operations staff:</p> <ul style="list-style-type: none"> • Flooding response plan. • On call / call back. • SP-302 forms • Accela asset management software • Equipment and vehicle inspections / Fleet Services 	
<p>Requirement 1.9: The ability to provide the how-to training videos in a format that will allow multiple users to access simultaneously.</p> <ul style="list-style-type: none"> • Vendor to describe any limitations 	
<p>Requirement 1.10: The ability to update the how-to training videos as operation methods change.</p>	

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

1. Company name, headquarters address, and local responsible office
2. Location(s) of Key Project staff
3. Total number of employees
4. Provide an organization chart for your firm
 - a. Include areas of expertise for each person in the firm
5. Number of years in business
6. Number of years active in the development of training video and materials
7. List of clients, with contact information, for whom you have provided training video and materials
8. Annual revenue
9. Business structure (e.g., C-Corp, S-Corp, LLC)
10. Ownership (if publicly traded, include exchange and symbol)
11. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
12. Identify previous work performed for LFUCG, nature of the work and the date of the work.
13. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Proposed Approach and Schedule for the Identified Videos

The vendor will describe the approach and rationale they will use to fulfill the requirements for the training videos as listed in the Requirements section of the RFP. They will identify and provide the major tasks and roles for which each team member will be responsible as well as the associated timelines required for their proposed approach. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified. Please include the following items in this description.

1. Describe your approach to planning, developing, and producing the how-to training videos described in the requirements sections.
2. Describe the core project team you are proposing for this work;
 - a. Describe the job titles and related functions
 - b. Provide names and resumes for each team member
 - c. Identify the level of effort for each team member
 - d. Identify the hourly rate for each team member
3. Describe the estimated schedule and timeline for creating the videos as described in the requirements section.
 - a. What is the average length of time it takes to produce the videos we have listed in this RFP?
 - b. What is your estimated duration to produce all of the videos we listed?
4. Identify all responsibilities for LFUCG
5. Please provide a link to recent operational training videos you have produced.
6. Describe your process for modifying the videos if operational processes change?

Assumptions and Constraints

Insert assumptions & constraints for which your proposal is based here.

Pricing Matrix

In light of the fact that vendors are not familiar with the City's operational details for each of the videos listed in the requirements section, we are requesting a bid for one specific video based on the workflow found in Appendix A; Sewer Overflow Response Plan. We would like a detailed price for completing a training video to include a breakdown of the core project team with job titles, duties (please describe), level of effort and hourly rate. This will allow us to evaluate comparable price quotes. Prices should be stated in U.S. dollars.

Job Title & Functions/Duties (Titles may be adjusted/added)	Level of Effort in Hours	Hourly Rate	Total Cost
1. Technical Advisor			
2. Production Manager			
3. Producer			
4. Video Technician			
5. Editor			
Total price for video production			

	Description	Price
Total price for video production from itemized table		
Other: please itemize in detail		
Travel and living expenses		
Total Price (All-Inclusive) for developing the Sewer Overflow Response Plan video		
Hourly rate for additional on-demand videos over the next 5 years **		
Number and description of Lexington-Fayette Urban County Government Employees required to assist with developing the training videos		
Estimates in hours, by role for Lexington-Fayette Urban County Government Employees required to assist with developing training videos		

**Lexington expects to award a contract in late calendar year 2020 for a five year duration. Two hourly rate adjustments will be permitted:

- January 1, 2022 – CPI percentage increase for 2021
- January 1, 2024 – sum of CPI percentage increases for 2022 and 2023



APPENDIX A: SEWER OVERFLOW RESPONSE PLAN WORKFLOW

