

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2022 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SPEC RESCUE INTERNATIONAL (**PROFESSIONAL**). **OWNER** intends to proceed with Structural Collapse Specialist Course in Lexington, Kentucky as described in the attached Request for Proposal document (Exhibit "A"). The services are to include Structural Collapse Specialist Course for the city as contemplated in the **OWNER**'s Request for Proposal No. 41-2022. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of Structural Collapse Specialist Course by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 42-2022.

PROFESSIONAL shall provide Structural Collapse Specialist Course for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 42-2022 (Exhibit "A") and **PROFESSIONAL**'s Response dated August 2022 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 42-2022 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Structural Collapse Specialist Course with reference to sections in (Exhibit "A").

This Agreement (consisting of pages 1 to 8 inclusive), together with (Exhibit "A") and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 42-2022 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by (Exhibit "A") of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have

previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.
- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See (Exhibit "A") (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established as \$29,033.20.

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract any of the work to be provided under this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services,

Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.7. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.8. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 41-2022 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

- 7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2. The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports

and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date: _____

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (SPEC RESCUE INTERNATIONAL):

Signature: _____

Printed Name: _____

Position: _____

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

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

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY

EXHIBIT A



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #41-2022 Structural Collapse Specialist Course** 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 **August 8, 2022**. 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 one hundred twenty (120) 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.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other*

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees

to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

1. Estimated Cost of Services. 5 points
2. Specialized experience and technical competence of the trainer. 60 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 points
4. Familiarity with the details of the project. 10 points
5. Degree of local employment to be provided by the person or firm. 5 points

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 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 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 Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@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

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000

Professional Liability	\$1 million per occurrence
Excess Umbrella Liability	\$2 million per occurrence

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Lexington-Fayette Urban County Government

Division of Fire and Emergency Services

RFP 41-2022 Structural Collapse Specialist (SCS) Course

Introduction

The Lexington-Fayette Urban County Government's Division of Fire & Emergency Services (LDFES) is seeking proposals to deliver a training course based on the FEMA curriculum (or equivalent) specifically to provide instruction for performing search operations at structural collapse incidents.

Structural Collapse Specialist Course

Course Requirements

1. The Vendor shall provide a course that meets or exceeds the curriculum of the FEMA Structural Collapse Specialist (SCS) per the FEMA Training Program Administration Manual (TPAM).
2. The vendor shall provide all specialty equipment to include: FEMA Student Manual, Certifications (FEMA Curriculum Equivalent must be on the cert.), Concrete Saws, Squad tools, replacement/maintenance of tools, etc.
3. Must be competent with the current equipment used by USAR Teams and the LFD.
4. Shall ensure the setup or construction of props for the course at the LFD's facility.
5. All Instructors will have participated at the Federal level, and all instructors shall be sanctioned on the most current FEMA instructor list.
6. Will provide training for 24 students.
7. Can provide the training in Lexington, KY.
8. Can provide the training starting on September 22nd of 2022 upon the award of the project.
9. Certification shall be FEMA curriculum equivalent.

RFP Requirements

1. Proposal shall include a breakdown of all costs associated with the course delivery, including instructor costs, travel costs, student materials, inert training aids, and all administrative costs. The proposal shall also include a total.
2. Vendor shall provide proof of past performance in delivering similar courses.
3. Vendor shall submit resumes and relevant experience of trainers included in vendor's proposal.
4. Courses must be allowable for purchase under State Homeland Security Grant funding.
5. Proposal shall address each selection criteria listed below to enable the selection committee to score the proposal adequately.

Selection Criteria

- Estimated Cost of Services. 5 points
- Specialized experience and technical competence of the trainer. 60 points
- Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 points
- Familiarity with the details of the project. 10 points
- Degree of local employment to be provided by the person or firm. 5 points

EXHIBIT B

AFFIDAVIT

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

1. His/her name is Lawrence Phillips and he/she is the individual submitting the proposal or is the authorized representative of Spec International, 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.

Lawrence Phillips

STATE OF Virginia

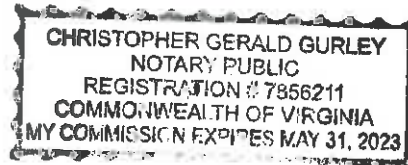
COUNTY OF City of Virginia Beach

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

by LAWRENCE PHILLIPS on this the 3rd day
of AUGUST, 2022.

My Commission expires: MAY 31, 2023

Christopher Gerald Gurley
NOTARY PUBLIC, STATE AT LARGE




General Provisions - compliance statement

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

Affirmative Action Acknowledgement

Firm Submitting Proposal: Spec International

Complete Address: 2697 International Parkway, Virginia Beach, VA 23451
Street City Zip

Contact Name: L. Phillips Title: Vice President

Telephone Number: 7574684513 Fax Number: 7574685708

Email address: Larry.Phillips@Specrescue.com

WORKFORCE ANALYSIS FORM

Name of Organization: Spec International

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		3															3
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians						4											4
Protective																	
Para-																	
Office/Clerical		1	1														1 1
Skilled Craft																	
Service/Maintena		3															3
Total:																	

Prepared by: Lawrence Phillips Date: 7 / 13 / 2022

(Name and Title)

Revised 2015-Dec-15

Amendment One Clauses and Compliance

Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date

Bidders

Equal Opportunity Agreement

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

Spec International

Name of Business

SPEC RESCUE STRUCTURAL COLLAPSE COURSE HISTORY (FEMA EQUIVALENT & OTHER)

4/5-12/13	SCT	ARKANSAS AIR NATIONAL GUARD 4850 LEIGH AVE FORT SMITH AR 72903	RICKEY GABBARD	479-573-5250
4/19-26/13	SCT	GUARD 39479 HERCULES DR BLDG 3 NEW LONDON NC 28127	HANK PARHAM	704-422-2543
6/10-17/13	SCT	ROGERS FIRE DEPARTMENT 201 N FIRST ST ROGERS AR 72756	BRYAN HINDS	479-644-5039
8/5-18/13	SCT	ARKANSAS AIR NATIONAL GUARD 4850 LEIGH AVE FORT SMITH AR 72903	RICKEY GABBARD	479-573-5250
8/12-17/13	SCT (60 HOURS W/ COLD WEATHER CONSIDERATIONS)	ANCHORAGE FIRE DEPARTMENT 1140 AIRPORT HEIGHTS ANCHORAGE AK 99508	JODIE HETTRICK	907-267-4943
8/19-9/1/13	SCT	GUARD 39479 HERCULES DR BLDG 3 NEW LONDON NC 28127	HANK PARHAM	704-422-2543
9/30-10/8/13	SCT & TTT	LEXINGTON FIRE DEPARTMENT 1375 OLD FRANKFORT PIKE LEXINGTON KY 40504	GREGG BAYER	859-983-4215
10/25-11/1/13	SCT	METRO AREA PLANNING COUNCIL 60 TEMPLE PLACE - 6TH FLOOR BOSTON MA 02111	AMY REILLY	617-933-0765
12/9-19/13	SCT & TTT	MERIDIAN FIRE DEPT 1180 SANDFLAT RD MERIDIAN MS 39301	DOUG STEPHENS	601-934-4251
1/20-24/14	ADVANCED SHORING	AGENCY 600 PERRY PKWY PERRY GA 31069	RONNIE REGISTER	404-326-5701
3/11-14 & 17-20/14	SCT	WASHINGTON DC FIRE DEPARTMENT 4000 SHEPARD PKWY SW WASHINGTON DC 20032	LT. BRIAN PHILLIPS	240-299-2530
3/14-30/14	SCT & SCT AWARENESS	FAIRBANKS FIRE DEPARTMENT 1101 CUSHMAN ST FAIRBANKS AK 99791	CHIEF WARREN CUMMINGS	907-450-6604
3/24-28 & 31-4/2/14	SCT	CBIRF NAVAL SURFACE WARFARE 2008 STUMPNECK RD INDIAN HEAD MD 20640	GySgt MATTHEW WEILAND	301-710-2283
3/25-28 & 31-4/3/14	SCT & TTT	WASHINGTON DC FIRE DEPARTMENT 4000 SHEPARD PKWY SW WASHINGTON DC 20032	LT. BRIAN PHILLIPS	240-299-2530
6/6-13 & 16-20/14	SCT	CITY OF NEWTON FIRE DEPARTMENT 1164 CENTRE ST NEWTON CENTER MA 02459	BRUCE PROIA	617-796-2210
9/8-14/14	SCT REFRESHER	RESCUE 8905 US HWY 42 PROSPECT KY 40059	KENT KRUER	502-552-1989
10/20-31/14	SCT	CBIRF NAVAL SURFACE WARFARE 2008 STUMPNECK RD INDIAN HEAD MD 20640	GYsGt MATTHEW WEILAND	301-710-2283
10/28-11/4/14	SCT	CITY OF MURRAY FIRE DEPARTMENT 207 S. 5TH ST. MURRAY KY 42071	CHIEF ERIC POLOGRUTO	270-762-0320
1/28-2/4/15	SCT	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	SCOTT BRANTLEY	478-224-5700
2/17-24/15	SCT	JITEC 1001 ARMY RD KINGWOOD WV 26537	SSgt JIM HOPKINS	859-779-5296
5/11-14/15	OPERATIONS	BOWLING GREEN FIRE DEPARTMENT 625 E 6TH ST BOWLING GREEN KY 42101	CHIEF JASON COLSON	270-393-3088
5/18-23/15	ADVANCED SHORING	AGENCY 1950 W EXCHANGE PL TUCKER GA 30084	RONNIE REGISTER	404-326-5701

5/22-29/15	SCT	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	SCOTT BRANTLEY	478-224-5700
9/9-12 & 14-17/15	SCT	CBIRF NAVAL SURFACE WARFARE 2008 STUMPNECK RD INDIAN HEAD MD 20640	NICHOLAS BAILEY	240-993-9383

SPEC RESCUE STRUCTURAL COLLAPSE COURSE HISTORY (FEMA EQUIVALENT & OTHER)

3/18-20, 4/1-3, 9-10, 23-24, 30-5/1, 7-8, 14-15, 2122/16	SCT (TWO DELIVERIES)	SW PENNSYLVANIA TASK FORCE ONE MONTGOMERY PLAZA STE 612 NORRISTOWN PA 19401	DENNIS GALLAGHER	610-742-4874
5/9-13 & 16-20/16	SCT	CITY OF WARWICK 3275 POST RD WARWICK RI 02886	JAMES McLAUGHLIN	401-738-2000
9/12-23/16	SCT	CBIRF NAVAL SURFACE WARFARE 2008 STUMPNECK RD INDIAN HEAD MD 20640	NICHOLAS BAILEY	240-993-9383
9/8-9 & 19-24/16	SCT	CHARLESTON FIRE DEPARTMENT 501 VIRGINIA ST CHARLESTON WV 25301	LES SMITH	304-419-2769
10/3-10/16	SCT	METRO AREA PLANNING COUNCIL 60 TEMPLE PL 6TH FLOOR BOSTON MA 02111	AMY REILLY	617-933-0765
11/28-12/5/16	SCT	JITEC 1001 ARMY RD KINGWOOD WV 26537	CAPTAIN DWIGHT SIEMYZAKO	304-993-5633
3/6-10 & 27-31/17	SCT	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	CHIEF LATHEY WIRKUS	908-403-3382
3/27-4/3/17	SCT	TOWN OF GUILFORD 31 PARK ST GUILFORD CT 06437	CHARLES HERRSCHAFT	203-453-8058
4/3-10/17	SCT	MISSISSIPPI DHS 10414 HWY 178 OLIVE BRANCH MS 38654	PIERCE CLARK	601-416-1467
4/24-5/11/17	SCT	METRO AREA PLANNING COUNCIL 60 TEMPLE PL 6TH FLOOR BOSTON MA 02111	AMY REILLY	617-933-0765
6/5-9 & 12-16/17	SCT	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	CHIEF LATHEY WIRKUS	908-403-3382
9/7-14/17	SCT	FARGO FIRE DEPARTMENT 2701 1 AVE N FARGO ND 58102	BRUCE ANDERSON	701-212-2742
9/11-15 & 18-20/17	SCT	CBIRF NAVAL SURFACE WARFARE 2008 STUMPNECK RD INDIAN HEAD MD 20640	MSGT RICHARD HO	650-400-5579
9/18-25/17	SCT	MISSISSIPPI DHS HATTIESBURG MS	PIERCE CLARK	601-416-1467
10/2-9/17	SCT	METRO AREA PLANNING COUNCIL 60 TEMPLE PL 6TH FLOOR BOSTON MA 02111	AMY REILLY	617-933-0765
10/16-23/17	SCT	JITEC 1001 ARMY RD KINGWOOD WV 26537	CAPTAIN DWIGHT SIEMYZAKO	304-993-5633
11/14-21/17	SCT	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	TIM MALONEY	478-224-5700
3/22-30/18	SCS 4.0	BROOKLINE FIRE DEPARTMENT 350 WASHINGTON ST BROOKLINE MA 02445	OWEN THOMPSON	617-730-2286
5/7-11 & 14-18/18	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	CHIEF LATHEY WIRKUS	908-403-3382
6/4-8 & 11-15/18	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	CHIEF LATHEY WIRKUS	908-403-3382

6/18-27/18	SCS 4.0 & INSTRUCTOR UPDATE	FLORIDA TASK FORCE 1 7950 SW 107 AVE MIAMI FL 33412	JEFF ROUSE	786-256-9147
6/25-29/18	SCS 4.0 BRIDGE FROM OPERATIONS	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	CHIEF LATHEY WIRKUS	908-403-3382
9/10-17/18	SCS 4.0	MISSISSIPPI DHS 10414 HWY 178 OLIVE BRANCH MS 38654	PIERCE CLARK	601-416-1467
9/10-14 & 17-19/18	SCT	CBIRF NAVAL SURFACE WARFARE 2008 STUMPNECK RD INDIAN HEAD MD 20640	MSGT RICHARD HO	650-400-5579

SPEC RESCUE STRUCTURAL COLLAPSE COURSE HISTORY (FEMA EQUIVALENT & OTHER)

9/28-10/5/18	SCS 4.0	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	TIM MALONEY	478-224-5700
9/30-10/7/18	SCT	JITEC 1001 ARMY RD KINGWOOD WV 26537	CAPTAIN DWIGHT SIEMYZAKO	304-993-5633
10/8-12/18	SCS 4.0 REFRESHER	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	TIM MALONEY	478-224-5700
10/15-22/18	SCS 4.0	JUNEAU FIRE DEPARTMENT 820 GLACIER AVE JUNEAU AK 99801	CHIEF ED QUINTO	907-586-5322
10/28-11/4/18	SCS 4.0	PORTLAND FIRE & RESCUE 1135 SW POWELL BLVD PORTLAND OR 98202	CAPTAIN RICK LARSON	503-823-3830
1/31-2/4/19	OPERATIONS	GRANT COUNTY SAR 102 W HOLLY SHERIDAN AR 72150	ROBERT SHEPHERD	501-681-4573
3/3-10/19	SCS 4.0	PORTLAND FIRE & RESCUE 1135 SW POWELL BLVD PORTLAND OR 98202	CAPTAIN RICK LARSON	503-823-3830
3/11-15/19	ADVANCED SHORING	OHIO REGION 2 USAR 11000 PLEASANT VALLEY RD PARMA OH 44130	BRIAN HARTING	440-552-1134
5/17-19/19	FUNDAMENTAL LIFTING & MOVING	HILLCREST VOL FIRE COMPANY 7125 ELLICOTT RD ORCHARD PARK NY 14127	AL MARINO	716-462-8897
9/9-13 & 18-20/19	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JACOB MEAD	719-291-0958
11/15-22/19	SCT WITH MINE CONSIDERATIONS	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	TIM MALONEY	478-224-5700
12/2-6 & 9-13/19	SCS 4.0	DC FIRE & EMS 4600 SHEPHERD PKWY SW WASHINGTON DC 20032	SAM SHORT	703-887-5298
3/2-6 & 9-13/20	SCT	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	TIM MALONEY	478-224-5700
9/23-26 & 28-30/20	SCT	VIRGINIA BEACH FIRE TRAINING CENTER 927 S BIRDNECK RD VIRGINIA BEACH VA 23451	RUBEN GONZALES	304-550-0016
9/28-10/2 & 5-9/20	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JOE MONROE	540-623-4063
11/9-12/20	OPERATIONS	MILAN FIRE DEPT 7029 TELECOM DR MILAN TN 38358	KRIS TODD	731-686-3996
3/1-5 & 8-12/21	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JOE MONROE	540-623-4063
3/15-19 & 22-26-21	SCS 4.0	WASHINGTON DC FIRE DEPARTMENT 4000 SHEPARD PKWY SW WASHINGTON DC 20032	SAM SHORT	703-887-5298
5/10-17/21	SCS 4.0	MISSISSIPPI DHS 1180 SANDFLAT RD MERIDIAN MS 39301	PIERCE CLARK	601-416-1467

5/10-14 & 17-21/21	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
6/7-11 & 14-18/21	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
6/28-7/2 & 7-9/21	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JOE MONROE	540-623-4063
8/23-27 & 30-9/3/21	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JOE MONROE	540-623-4063
9/13-17 & 20-24/21	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
9/20-24/21	SCS 4.0 REFRESHER	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	FREDERICK NEWELL	404-867-5954

SPEC RESCUE STRUCTURAL COLLAPSE COURSE HISTORY (FEMA EQUIVALENT & OTHER)

9/27-10/1/21	SCS 4.0 REFRESHER	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	FREDERICK NEWELL	404-867-5954
10/18-22/21	SCS 4.0 REFRESHER	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
11/8-11/21	SCS 4.0 REFRESHER	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
12/3-9/21	SCT WITH MINE CONSIDERATIONS	GUARDIAN CENTERS 600 PERRY PKWY PERRY GA 31069	DOUG LANG	478-224-5700
3/21-30/22	SCT WITH SEARCH CONSIDERATIONS	HALIFAX REGIONAL FIRE & EMERGENCY 30 SCIENCE PARK DR BEDFORD NS B4B 1H3 CANADA	DENNIS PITTS	902-497-9180
3/21-25 & 28-4/1/22	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
3/26-27, 4/9-10, 23-24 & 5/8-9/22	SCS	SEPA TASK FORCE 351 SNYDER AVE WEST CHESTER PA 19381	WILLIAM MESSERSCHMIDT	610-631-6525
3/31-4/3/22	SCT REFRESHER	HALIFAX REGIONAL FIRE & EMERGENCY 30 SCIENCE PARK DR BEDFORD NS B4B 1H3 CANADA	DENNIS PITTS	902-497-9180
4/4-8 & 11-15/22	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	ANGEL RODRIGUEZ	240-377-7366
4/4-8 & 11-15/22	SCS 4.0	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
4/7-14/22	SCT	METRO AREA PLANNING COUNCIL 60 TEMPLE PL 6TH FLOOR BOSTON MA 02111	AMY REILLY	617-933-0765
4/11-15/22	OPERATIONS	MONTGOMERY COUNTY OH 200 MCFADDEN AVE DAYTON OH 45403	DAVE NEIDERMAN	937-224-8939
5/10-13 & 16-19/22	SCS	CITY OF EAST PROVIDENCE 913 BROADWAY EAST PROVIDENCE RI 02914	ERIC LINACRE	401-435-7600
6/1-3, 6-10 & 13-14/22	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JOE MONROE	540-623-4063
6/18-25/22	SCS	VERMONT DEPT OF PUBLIC SAFETY 45 STATE DR WATERBURY VT 05671	MIKE CANNON	802-363-2560
6/20-24/22	ADVANCED SHORING	FLORIDA STATE COLLEGE AT JAX 501 W STATE ST JACKSONVILLE FL 32202	JESSE BROWN	904-753-0218
8/8-12 & 15-19/22	SCT	CBIRF NAVAL SURFACE WARFARE 3399 STRAUSS AVE INDIAN HEAD MD 20640	JOE MONROE	540-623-4063

9/12-15/22	SCS 4.0 REFRESHER	NEWARK FIRE TRAINING CENTER 191 ORANGE ST NEWARK NJ 07103	LUIS MOYENO	201-250-7698
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Spec.Rescue International

***High Performance Technical Rescue
Training, Consultation and Equipment***

Richard W. Alfes

Name Company Position	Richard Alfes Spec Rescue International Regional Director / Co-Owner
Qualifications	<p>Certified NFPA Instructor in numerous Fire Service regimens including all technical rescue core curriculums.</p> <p>Certified FEMA L2 Lead Instructor Structural Collapse (SCS) and Heavy Equipment Rigging Specialist (HERS). L1 Adjunct Safety Officer.</p> <p>OSHA certified instructor in various regimens including trench, fall arrest, confined space entry.</p> <p>Completed FEMA, 100, 200, 700, 800, 300, 400 ICS classes. ICS Liason Office, FEMA Task Force Leader, Planning Officer, Safety Officer, Rigging Specialist. Functioned as incident command and operations throughout fire service career. Performed Civilian authority Incident Command functions as role player subject matter experts in USMC and NGB exercises and training from 2010-present.</p> <p>Coordinated Technical Rescue and specialty training for CBIRF in 2016 - 2019. Responsibilities include instructor identification, QA, QI and general oversight of instructors, programs, and instruction.</p> <p>Functioned as an Instructor and Evaluator for US Air Force (Tier 1) 724th Parra-Jumpers (PJ's) overseeing special operation rescue techniques.</p> <p>Instructor: Fire As A Weapon (FAAW), for Department of State personnel at Muscatatuck Warfare Training Center, (MWTC).</p> <p>Bachelor of Engineering, Mechanical - University of Bridgeport</p> <p>Retired Fire Officer – 30 years' experience, including 24 as an officer on an Engine, Truck and Heavy Rescue tasked with numerous duties including technical rescue operations. Shift Commander (A) shift.</p> <p>Massachusetts Task Force I – FEMA USAR Team, deployments to numerous events including World Trade Center, Katrina, Hurricane Irene, Sandy, Dorian and numerous state and local deployments.</p> <p>Connecticut Department of Emergency Services and Public Protection, Lead Instructor for all Technical Rescue Curriculums and an adjunct for Active Aggressor / shooter.</p>

**Office: 757-468-4513, Fax: 757-468-5708
E-mail: specrescue@**

	<ul style="list-style-type: none"> • Certification proctor overseeing testing for Pro-Board qualification and certification encompassing fire and rescue technician certification.
<p>Synopsis of Relevant Skills</p>	<ul style="list-style-type: none"> • Spec Rescue International instructor, co-owner and director for 21 years. • Internal fire service and organizational training focused on elements of the fire service – including all levels of technical rescue. Development of specific programs such as Rope Access, Tower, Lead climbing, Rope Specialist and NFPA 1006 / 1670 Rope technician. • Participant on numerous committees and work groups. State of Connecticut Task Force 1– Formulation and Training Committee, • Conferences and Rope Demonstrations at FDIC, GEMS. Stratosphere hotel and casino highline demo, elevation 1,000 feet. • Other rope activities include, Technical Rope and highline demo's spanning, Florida State Seminoles football Stadium, Quechee Gorge-Vermont, Soco River Highline in Maine. • Performed repel and patient removal techniques from the CN Tower in Toronto, Canada. Elevation 1,135 feet. • US Navy rope operations aboard aircraft carriers USS Saipan, USS Enterprise, USS Ronald Reagan. • Instructor / Lead Instructor for Rope Classes taught at US Bases around the world in Japan, Guam, Italy, Australia, England, Philippines, Indonesia, and Kwajalein. • Psychomotor program development for FFW Muscatatuck Warfare Center. • Spec Rescue representative with activities and responsibilities that have included: <ol style="list-style-type: none"> 1. Design, pricing, presenting curriculums to local, regional, state and federal agencies including State Urban Search and rescue teams, Federal Urban Search and Rescue Teams. 2. Design, pricing and presentation for industrial rescue and standby teams. 3. Presentation of DOD agencies curriculum and training including NGB CTEs, SFEs and EXEVALs in Georgia, Massachusetts and Virginia. 4. Design, oversight of training site development and construction projects for state, regional, federal and DOD agencies.

Spec. Rescue International

***High Performance Technical Rescue
Training, Consultation and Equipment***

Name Company Position	Dennis E. Macedo Spec Rescue International President Board of Directors / Shareholder / Lead Instructor
Qualifications	<ul style="list-style-type: none"> • Certified NFPA Instructor Level I & II. • Certified FEMA L2 Lead Instructor Structural Collapse (SCS) and Heavy Equipment Rigging Specialist (HERS) L1 Adjunct Safety Officer, L1 Adjunct Task Force Leader • Completed FEMA, 100, 200, 700, 800, 300, 400, 420 ICS classes. • Completed and Instruct ICS Command and General Staff Program • 29 years with DHS/FEMA Urban Search and Rescue MA-TF1 Rescue Team Manager & Alt.Task Force Leader with multiple deployments including The World Trade center, Hurricane Katrina, Super Storm Sandy, Florence, Dorian and numerous other Hurricanes • 12 years with DHS/FEMA Incident Support Team Deputy Operations Section Chief (Red IST), Alternate Division/Group Supervisor, Liaison Officer with multiple deployments including Hurricanes both inside and outside the continental US • Coordinated Technical Rescue, Professional Development and Specialty Training for Barnstable County Fire/Rescue training Academy (retired 2016) • Coordinate Technical Rescue and Specialty training for DHS/FEMA MATF1 Rescue Team including Swift Water Component • Massachusetts registered EMT-B. • Retired Fire Officer – 33+ years’ experience with the City of New Bedford, MA. Assigned as an officer on Engine, Truck and Heavy Rescue Companies tasked with numerous duties including technical rescue and Haz-Mat operations. • Assigned as a Coxswain for 15 years, boats included a 40ft UTB, 40ft Moose Boat and 30ft Boston Whaler. • State of New Hampshire Fire Academy Senior Staff/Specialty Instructor

Office: 757-468-4513, Fax: 757-468-5708

E-mail: [specrescue@](mailto:specrescue@specrescue.com)

97 International Parkway, Ste. 128-3

Synopsis of Relevant Skills	<ul style="list-style-type: none"> • Spec Rescue International Instructor, Shareholder and President of the Board of Directors • Coordinator for DHS/FEMA MA-TF1 Swift Water Rescue Program and Co-Leader of its Water Rescue Component
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- Participant on numerous committees and work groups such as CoChair DHS/FEMA USAR Rescue Work Group, Heavy Equipment Rigging Specialist and Structural Collapse course rewrite committee.
- Designed, Coordinated, Facilitated and Evaluated multiple Local, State and Federal Exercises
- Spec Rescue representative with activities and responsibilities that have included:
 1. Design, pricing, presenting curriculums to local, regional, state and federal agencies including State Urban Search and rescue teams, Federal Urban Search and Rescue Teams.
 2. Design, pricing and presentation for industrial rescue and standby teams.
 3. Presentation of DOD agencies curriculum and training including NGB CTEs, SFEs and EXEVALs in Georgia, Massachusetts, Maine, Ohio, Vermont, and Virginia.
 4. Design, oversight of training site development and construction projects for state, regional, federal and DOD agencies.
 5. Quality Assurance Officer overseeing customer satisfaction and quality control of all programs and events for Spec Rescue Int.

Spec.Rescue International

***High Performance Technical Rescue
Training, Consultation and Equipment***

Lawrence Phillips

Name Company Position	Lawrence Phillips Spec Rescue International Director of Educational Services
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<p>Qualifications</p>	<ul style="list-style-type: none"> · Certified NFPA Instructor in numerous Fire Service regimens including all technical rescue core curriculums. · Certified FEMA L1 and L2 Instructor in FEMA Structural Collapse and Medical Curriculum programs. · OSHA certified instructor in various regimens including trench, fall arrest. · Completed FEMA 100, 200, 700, 800, 300, 400 ICS classes. Functioned as civilian incident command throughout fire service career. Performed Civilian authority Incident Command functions as role player subject matter experts in USMC and NGB exercises and training from 2010present. · Designed, structured and presented numerous technical rescue training platforms and projects for WVNG, AITEC (JITEC) including but not limited to technical rescue core curriculums, WVNG Type I – All hazard Water Rescue team. Currently coordinating site design, support, construction and training at WVNG, AITEC facilities at Hobet in Boone County WVA. · Participated as subject matter expert in Incident Command capacities for NGB, CERFP SFEs, CTEs and EXEVALs in WVNG, GA and VA. · Structured, generated and coordinated Technical Rescue and specialty training for CBIRF since 2012. Responsibilities include instructor identification, QA, QI and general oversight of instructors, programs and actual instruction · Helped design, develop, and present CBIRF IRF exercises from 2010present. · Helped design, develop and present, SCARLETT RESPONSE for three consecutive years, Responsibilities included helping design HSEEP and MSELs, identification and training of OCTs and participation in White Cell capacity. · BS Education, Virginia Polytechnic and State University · Nationally Registered EMT-P
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Office: 757-468-4513, Fax: 757-468-5708
E-mail: specrescue@

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	<p>Retired Fire Officer – 35 years’ experience, including 17 as officer on technical rescue unit tasked with numerous duties including technical rescue and hazmat mitigation.</p> <p>Plank holder Virginia Task Force II – FEMA USAR Team, deployments to numerous events including Oklahoma City, Pentagon, Katrina.</p> <p>Civilian business experience managing SBE -. including generation of policies, budgets, business development.</p> <p>Direct educational services responsibility including curriculum design, development and modifications, instructor training and mentoring, Responsible for direct and oversight pricing of all RFPs, proposals or training.</p> <p>Corporate Safety Manager</p> <p>Current Vice President of company</p>
<p>Synopsis of Relevant Skills</p>	<ul style="list-style-type: none"> • Spec Rescue International instructor, co-owner and director for 15 years. • Internal fire service training focused on all elements of fire service – including technical rescue and hazmat. Development of specific programs such as Light Rail Rescue Program and Rescue Squad qualification and testing program. • Participant on numerous committees and work groups on Virginia Task Force Two including – Training Committee, Participating jurisdictional representative, and Medical Component Leader. • Spec Rescue Director of Educational Services with activities and responsibilities that have included: <ol style="list-style-type: none"> 1. Design, pricing, presenting curriculums to local, regional, state and federal agencies including Stare Urban Search and rescue teams, Federal Urban Search and Rescue Teams. 2. Design, pricing and presentation for industrial rescue and standby teams. 3. Design, pricing and presentation of DOD agencies curriculum and training including NGB CTEs, SFEs and EXEVALs in Georgia, Ohio, Massachusetts and Virginia. Extensive relationship and interaction with AIDEC (formerly JITEC)_ 4. Design, pricing, oversight of training site development and construction projects for state, regional, federal and DOD agencies.

Jack Reall

12191 North Old 3C, Sunbury, OH 43074

614-206-0171

Jack@SpecRescue.com

Summary

Experienced Chief Fire Officer opportunities to create professional and personal growth for my colleagues and myself.

Areas of Expertise

Operational Team Management
Leadership Development
Budgeting
Consensus Building
Strategic Planning
Teaching and Training

Education

Post-Graduate

- M.S.; Major: Public Administration, Franklin University, May 2016
- USFA/NFA Executive Fire Officer, 2011
- B.A.; Major: Business Administration; Mount Vernon Nazarene University, 1997
- B.S.; Major: Chemistry; Urbana University

Fire Service

- Fire Fighter 2; Columbus Fire Division, 1989
- Certified Fire Safety Inspector; Columbus Fire Division, 1989
- Emergency Medical Technician, Delaware JVS, 1987
- EMT-Paramedic, Columbus Fire Division, 1996
- Certified Fire Instructor, Ohio Fire Academy, 1993
- National Fire Academy Instructor, 1994

FEMA US&R

- Rescue Specialist
- Structural Collapse Technician Instructor Level 1 and 2
- Search Planning Manager
- FEMA Administrative Course
- Planning Team Training
- Task Force Leader Training
- FEMA IST Course
- NIMS Incident Commander
- NIMS Operations Section Chief
- NIMS Planning Section Chief

**Incident
Management**

Xenia Tornado 2000
Rescue Team Manager
Deployed with OHTF1 for 2 Days
Assisted Local Agencies with Search and Rescue Efforts

WTC 9/11 2001
Rescue Team Manager
Deployed Rescue Team Assets during Night Operations
Operated for 10 days at sight of Collapse of World Trade Center Towers

Hurricane Responses	2005
Task Force Leader/ Planning TFL	
<i>Deployed to several Hurricanes during 2005 season</i>	
Managed team operations during rapidly changing environments with significant hazards present in coordination with IST and Local Governments	
Hurricane Responses	2008
Rescue Team Manager	
<i>Deployed to several Hurricanes during 2008 season</i>	
Managed team operations during rapidly changing environments with significant hazards present in coordination with IST and Local Governments	
Haiti Earthquake	2010
Rescue Team Manager	
<i>Standby Team Assigned to WPAFB for 10 Days to relieve US&R Forces in field</i>	
Managed team during extended standby, maintained team morale and coordinated training opportunities to prepare for operations	
Hurricane Sandy	2012
Rescue Team Manager	
<i>Deployed to Hurricane Sandy for 10 days</i>	
Managed Team operations during Hurricane Sandy in NY/NJ Metro area. Cold Weather operations were prevalent	
Marion Road Fire	2015
Incident Commander	
<i>Assumed Command and Remained On Scene for 14 hours</i>	
Commanded Operations at 4-Alarm fire in an industrial complex with over 50 fire companies at height of fire while still managing on-duty resources during one of our busiest days in Columbus Fire Division history	
Marion Road Fire	2016
Incident Commander	
<i>Assumed Command and Remained On Scene for 14 hours</i>	
Commanded Operations at 4-Alarm fire in an industrial complex with over 50 fire companies at height of fire while still managing on-duty resources almost one year following a previous fire in the same industrial area	

Deputy Fire Chief/Paramedic

Retired as Shift Commander in densely populated, multi-cultural, Metro City managing 100 Fire/EMS Companies and over 450 personnel.

Significant Accomplishments

- Implemented Position Task Book System for credentialing qualified personnel.
- Managed CFD response to major events involving up to 600,000 participants, 2011-2019
- Acted as CFD representative in Unified Command Post for OSU Football games, 2011-2016
- Developed Modern Fire Environment and Contamination Control programs and worked with Battalion Chiefs to provide training and get buy in from operations members, 2011-2018
- Developed and implemented Chief Officer Command Training, 2012
- Instruct Communications and Tactics to all newly promoted Fire Officers
- Worked with a small team to provide 62 Training fires in an acquired High Rise over a period of 25 days, 2001
- Developed and implemented the Rescue Technician Program, 1997
- Designed, Developed and Wrote Division’s First SOPs, 1995
- Implemented the Division’s First Accountability system, 1994
- Assisted with the transition of Recruit Training to IFSTA curriculum, 1993
- Assisted with Transition from VHF Radios to 800MHZ trunked system, 1992
- Assisted with Largest FIRE Act Grant Award
- Multiple Awards for Rescues and Service to Fire Division
- Assisted with budget of \$220+ Million annually

Rank Progression

- 1989 – Firefighter
- 1996 – Fire Lieutenant
- 2008 – Fire Captain
- 2011 – Fire Battalion Chief
- 2015 – Fire Deputy Chief

Franklin University 2016-Present

Adjunct Professor

Working as an instructor in Bachelor’s programs focusing on public safety and emergency management. Developed curriculum for online and in-person coursework.

Ohio Fire Academy/National Fire Academy 1989-Present

Adjunct Instructor

Working as a contract instructor/course developer for Educational Institutions in a variety of fields

- Hazardous Materials
- WMD/Terrorism
- Incident Command
- Technical Rescue
- Leadership

Big Walnut Local School District 2016-Present

Asst. Wrestling Coach

Working as an assistant wrestling coach at the Middle and High School programs.

As a wrestling coach, my work has focused on developing good citizens through athletic programs and teamwork influences.

Columbus Fire Fighters Union, IAFF 67

2001-2015

President

Longest serving President in the history of Local 67

Accomplishments at the 15th Largest Fire Fighters Local in the IAFF:

- Managed a \$1.5M annual budget
 - Purchased and renovated a historic building with a completed value of \$3.6M
- Successfully negotiated 4 contracts, 2 of them informal negotiations during recession
 - Worked with City Leaders and FFs to save over 300 jobs by negotiating a pay raise deferral.
 - Worked with campaign to raise Income Tax in Columbus to support Public Safety.
- Worked with politicians at the Local, State and Federal level in both parties to meet Fire Fighters objectives
 - Managed a campaign to repeal Anti-Collective Bargaining Law in Ohio.

State of Ohio

1993-2005

Various Positions

Assisted with the Development of State of Ohio Regional Collapse Rescue Strike Teams.

Developed State of Ohio Structural Collapse Operations Training curriculum and trained the first instructor cadre

Worked with the Division of Homeland Security to facilitate the development of the Ohio Response System and Technical Advisory Committee (TAC) System.

Boards	NFPA Technical Committee for Special Operations Protective Clothing	1998-2019
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Principal Member

Committee writes standards for Rope Rescue Equipment (1983), Stationwear (1975), US&R Garments (1951) and Water Rescue Equipment (1952)

NFPA Correlating Committee

2012-2019

Principal Member

Committee oversees several NFPA Technical Committees on Protective Clothing and Equipment for Fire Fighters and reports directly to the NFPA Standards Council

Dart Kart Club

2010-2019

Member

Board oversees the operations of a non-profit that supports kart racing events.

Act as a 4-cycle racing subject matter expert for the Board. One of the few remaining fiscally sustainable kart programs nationwide. Also represented 4-cycle racers on the World Karting Association road racing advisory committee from 2012-2016.

Homeland Security Advisory Council 2002-2010

Member

Assist the Secretary of Homeland Security with Strategic Planning and Oversight
Committee reports directly to DHS Secretary to Provide a sounding board for future and current operations within the Agency. Complies with FACA rules. Appointed by President George W. Bush

National Fire Academy 2004-2014

Board of Visitors Board Member

Assist the NFA Superintendent with Strategic Planning and Oversight
Committee assists with long- and short-term operations of the National Fire Academy. Complies with FACA rules. Appointed by Presidents George W. Bush and Barack Obama

IAFF Occupational Health and Safety Committee 2004-2015

Principal Member

Committee provides IAFF General President with Strategic Planning and Input to Nationwide FF Safety and Health Issues.

FEMA Public Affairs Working Group 2002-2004

East Coast Representative

USAR Garment Ad-Hoc 2004

Chairperson

Developed FEMA Response to NFPA 1951

FEMA IST Working Group 2004-2010

East Coast Representative

FEMA IST Member

2004-2006 and
2015-Present

Operations Section Chief

Curriculum Design Team

2016-2017

Subject Matter Expert

Worked with other SME's and Designer to develop a hybrid (online and in-person) training program for FEMA's 28 Urban Search and Rescue Teams.

Fire Service

Accomplishments Accountability Program

Recommended and Implemented the Division's First Accountability Program.

Standard Operating Procedures Manual

Designed and Authored Division's First SOP Manual

Recruit Training Transition

Assisted with the revision of Division's Recruit Training Academy to comply with NFPA 1001 and IFSTA standards

Uniform System

Worked with Fire Administration to Develop and implement a Uniform Program that complied with NFPA 1975 and save the City \$1 Million per year.

Rescue Training Program

Developed and implemented a Rescue Technician Program to meet the requirements of CFAI Accreditation. Rescue Technician Program trained over 400 participants meeting the requirements of NFPA 1670 and 1006 during my tenure.



Spec. Rescue International

***High Performance Technical Rescue
Training, Consultation and Equipment***

Jonathan A. Rigolo

<p>Name Company Position</p>	<p>Jonathan A. Rigolo Spec Rescue International Director of Industrial Training and Services</p>
<p>Qualifications</p>	<ul style="list-style-type: none"> • Certified NFPA Level 4 Instructor in numerous Fire Service regimens including all technical rescue, officer and firefighting core curriculums. • Certified FEMA L1 and L2 Instructor in FEMA Structural Collapse. • Lead writer on the development of the FEMA USAR SCS 4.0 curriculum. • OSHA certified instructor in various topics including trench, fall arrest and confined space rescue; SPRAT Certified • Completed FEMA 100, 200, 700, 800, 300, 400 ICS classes. • Functioned as civilian incident command throughout fire service career. • Performed Civilian authority Incident Command functions as role player, subject matter expert and evaluator at FEMA Level National and International exercises and training events. • Original Member of the FEMA USAR Team- Virginia Task Force 2, multiple deployments. • Certified FEMA Safety Officer • FEMA USAR Virginia Task Force 2- Task Force Leader • FEMA USAR Virginia Task Force 2- Rescue Team Coordinator, develop and maintain training requirements for the Rescue Component. • Co-Chair of the FEMA USAR Rescue Sub-Group • Member of the FEMA USAR Blue IST as a Division Group Supervisor, multiple deployments. • Lead Technical Rescue Instructor for the Virginia Department of Fire Programs- teaching all aspects of technical rescue including water rescue. • Education, Columbia Southern • Nationally Registered EMT-B • Fire Captain with the City of Virginia Beach Fire Department- 39 years' experience, including 20 as Officer on a technical rescue unit tasked with numerous duties including technical rescue and hazmat mitigation. • Civilian business experience

Office: 757-468-4513, Fax: 757-468-5708

Web: www.specrescue.com, E-mail: specrescue@specrescue.com

2697 International Parkway, Ste. 128-3

Virginia Beach, Virginia 23452

	<ul style="list-style-type: none">• Direct educational and industrial services business development including curriculum design, national standards adherence, instructor training, and team development.
Synopsis of Relevant Skills	<ul style="list-style-type: none">• Spec Rescue International instructor, co-owner and director for 20 years.• Internal fire service training focused on all elements of fire service – including technical rescue and hazmat.• Participant on numerous committees and work groups.• Spec Rescue Director of Industrial Services with activities and responsibilities that have included:<ol style="list-style-type: none">1. Design, pricing, presenting curriculums and industrial services to local, regional, state and federal partners.2. Design, pricing and presentation for industrial rescue and standby teams.3. Design, pricing, oversight of training site development and construction projects for state, regional, federal and DOD agencies.



Spec. Rescue International

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SPEC.RESCUE INTERNATIONAL IS PLEASED TO PROVIDE THE FOLLOWING PRICE QUOTE FOR PROFESSIONAL SERVICES

Prepared for: LFUCG RFP #41-2022
Structural Collapse Specialist Training FEMA 4.0
Lexington KY Fire Department

Course Information:

Training	Name of course:	FEMA Structural Collapse Specialist
	Length of course:	8 - 10 hour days, 80 hours
	Number of Students:	24
	Number of Instructors:	3 plus a logistics manager to be provided by Lexington Fire.

Costs: Instructor Costs:

\$14,280.00

Travel, lodging, ME&I:

\$ 8,267.50

Other Direct Costs (ODCs): Program management, Insurance, Manuals, FOGs, admin material, additional

student materials, insurance, tool rental, CBT tokens

\$ 6,485.70

TOTAL

\$29,033.20

Special Instructions: Pricing and quote reflect SRI and LFD partnering to provide the formal FEMA SCS 4.0 class with sanctioned FEMA instructors, rewritten by TEEX and formally accepted by FEMA for validation of certified training on national level events. Pricing includes SI providing tokens for CBT on line training through TEEX, books, FOGs and materials as well as equipment. SI to consult with Lexington Fire representatives in coordination of training, schedules, props and equipment.

Quote to cover site visit if necessary.



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Web: www.specrescue.com

E-mail:

specrescue@specrescue.com Spec.Rescue International will provide Certificates of Completion for each Student who completes the class.

Price Quotes are valid for 90 days from date of issue. Please note: Our schedule fills very fast and we cannot hold class dates without a signed contract.

Prepared by: L.M. Phillips V.P. Spec International

Date:8-4-2022



Spec International

High Performance Technical Rescue Training, Consultation and Equipment

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Beach, Virginia 23452

LEINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF FIRE AND EMERGENCY SERVICES RFP 41-2022 STRUCTURAL COLLAPSE SPECIALIST COURSE

SPECIALIZED EXPERIENCE, COMPLIANCE AND TECHNICAL DETAIL

PREFACE: Spec International (formerly Spec International) is a specialized technical rescue training - S Corporation incorporated in the Commonwealth of Virginia in 1994. The company provides technical rescue training, exercise and responder training site design, development and implementation. The company also maintains other verticals to include industrial training, equipment sales and consultation. The company's staff, retained instructors and subject matter Experts represent and include individuals with significant experience and presence on local, regional, state and federal agencies and assorted committees and workgroups. The company was privileged to previously provide Lexington Fire and Emergency Services Structural Collapse Technician Training with Train – the – Trainer certifications in April of 2010 and September/October of 2013. Many of those students have become Spec International instructors and participate on regional and federal response teams including OHTF1.

RFP COMPLIANCE AND REQUIREMENTS:

Course Requirements: Spec International presents a variety of structural collapse classes – including the formal FEMA Structural Collapse Specialist 4.0 version. That course requires compliance with FEMA mandates and requirements set forth in the FEMA Training, Program Administration Manual (TPAM). Some of those requirements include participation and completion of the Computer Based Training component – 9P2630 as well as the Instructor Led Training 8-day course - 9P2631. Additional parameters include instruction by FEMA Sanctioned Instructors and strict adherence to the curriculum set forth in the Instructor and Participant Guides. Spec International has presented four (4) SCS 4.0 classes in 2022 alone. (See attached performance history). The formal SCS course is required to have accompanying SCS Manual, Field Operations Guide and miscellaneous materials. The certification for the training is FEMA Structural Collapse



Specialist 4.0 Curriculum Equivalent 80-hour course. Training assumes successful completion of the online Computer Based Training component and the company pays for the access to the TEEX portal for that. As such and witnessed by extensive past performance history of SCS and SCT instruction, the company meets and exceeds any requirements and competency for the training, uses FEMA sanctioned instructors and provides equipment required from the 4.0 Equipment and Resources Guide. Twenty-four (24) students are the optimum number of participants – divided into 3 squads of 8 – achieving the student to instructor ratio set forth for the course - 8:1. Having presented two previous collapse courses in Lexington, the company is familiar with the site and area and additionally offers a site visit if warranted.

The Spec Family of Services

RFP Requirements: Spec Internationals RFP includes a line-item formal proposal (attached). Scripted by the Director of Educational Services – Larry Phillips – he can further define or describe associated costs if necessary. Additionally with respect to specific language in the RFP – particularly in regard to funding provided by American Rescue Plan – the Director is familiar with this type of funding. The narrative associated with the ARP is similar to details and clauses in Federal Acquisition Regulations (FAR) of which the Director routinely addresses. Funding through the State Homeland Security Grant funding is an oft accessed vehicle for Spec International contracts.

Selection Criteria:

1. Estimated Cost of Services – Requested Line-Item summary and proposal attached.
2. Specialized experience and competence included in this narrative
3. Capacity of Firm to perform....Attached performance history specific to Structural Collapse Specialist Courses. Additionally, the company owns and maintains an extensive fleet of training equipment – in this case 3 structural collapse training units that specifically mimic the FEMA cache required for SCS training.
4. Familiarity with program. Included in narrative and performance history.
5. Degree of local employment. With the exception of possible use of a FEMA sanctioned instructor from the local area (LFD, Louisville Fire etc), there will be no local employment opportunities. When presenting SCS classes where the contractor is responsible for providing cranes, concrete, lumber steel etc., the contractor uses local sources for such. However, per RFP 41-2022, LFUCG is providing all such resources rendering those opportunities through the contractor to be moot.

Assumptions:

1. Since Spec International is a training services provider and employees' instructional staff as part time employees, there will be no use of sub-contractors – local or otherwise - and no interaction with unions of any kind.
2. The company is a strictly Small Business Enterprise – is not a minority or veteran owned corporation. The company does retain minority, women, veteran and disabled veteran employees and instructors. It remains to be seen which if any of those will be available for this event if the company is awarded the project.
3. All responses to questions on ION will remain accurate.