

### Bid 32-2024 Addendum 1 Jani-King of Lexington Supplier Response

### **Event Information**

Number: Bid 32-2024 Addendum 1

Title: Custodial Services for Wellness Center

Type: Competitive Bid

Issue Date: 4/3/2024

Deadline: 4/17/2024 02:00 PM (ET)

Notes: ONLY ONLINE BIDS WILL BE ACCEPTED. PLEASE FILL OUT THE

BID DOCUMENTS AND ATTACH AS ONE PDF FILE IN THE "RESPONSE ATTACHMENTS" TAB. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTED BID DOCUMENTS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. ALL QUESTIONS REGARDING THIS BID MUST BE SUBMITTED USING THE

QUESTIONS TAB.

### **Contact Information**

Contact: Kristie Thomas Address: Central Purchasing

Government Center Building

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: kthomas@lexingtonky.gov

A P E	Contact: Address: Phone: Email: Veb Address:	Tyler Whitaker 3080 Harrodsburg Road Suite 103 Lexington, KY 40503 (859) 523-4311 twhitaker@jkccs.com www.janiking.com					
ınd	bind your comp	S WILL BE ACCEPTED! By submitting any and that you agree to all bid tere/Auction documents.					epresent
od	ld Curtis		toddhcu	urtis@gmail.com			
Sigi	nature		Email				
Suk	omitted at 4/17/2	2024 12:48:16 PM (ET)					
3io	d Lines						
1	Cost for all spe	ecified cleaning services for Wellnes	ss Center, exce	ept spray buffing			
	Quantity: 1	UOM: Each	Price:	\$73.00	Total:		\$73.00
	Supplier Notes	\$73.00 per day at 6 days per week	<				
2	Cost for spray	buffing services for Wellness Center on response total)	er				
	Quantity: 1	UOM: Each	Price:	\$61.00	Total:		\$61.00
	Supplier Notes	\$61.00 per day at 4 days per month	th				
	L	<u> </u>				<u> </u>	

Jani-King of Lexington Information

**Response Total:** \$0.00



### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Procure	ment	Date of Issue: April 3, 2024
INVIT	ATION TO BID #32-2024 Custodial Services for th	e Wellness Center
<b>Bid Opening Date:</b> Address:	April 17, 2024 Bid Opening Time: 2:00 PM All bids must be submitted on line at <a href="https://lexingtonky.ionwave.ne">https://lexingtonky.ionwave.ne</a>	± <u>/</u>
Type of Bid:	Price Contract	
Pre Bid Meeting: Address:	April 10, 2024 Pre B 125 Lisle Industrial Avenue, Lexington, KY	Bid Time: 7:00 AM
be submitted/uploade Bids are to include all	be received online at <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a> until <a href="mailto:2:00 PM">2:00 PM</a> , prevailing by the above-mentioned date and time. shipping, handling and associated fees to the point of delivery (unless otherwindustrial Avenue, Lexington, KY	
Bid Specificattached to bid propose	<u>Check One:</u> ications MetExceptions to Bid Specifications. Exceptions shall be itemize	acceptance of bid.
Submitted	te award, the forms in this document should be completed and by:    Jan King of Letington     Firm Name     3080   Harroals   burge     Address     Letington     Address     Letington     City, State & Jip     Signature of Authorized Company Representative     Representative's Name (Typed or printed)     Lob -503-4311     Area Code - Phone - Extension   Fax #	Rs Ste. 103
	+Curts @jkccs.com E-Mail Address	

### **EOUAL OPPORTUNITY AGREEMENT**

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment
  Opportunity, states: The Secretary of Labor may investigate the employment practices of any Government contractor or
  sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been
  violated.

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

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

### Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

Name of Business

### GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which guestion the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
- 21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

### WORKFORCE ANALYSIS FORM

Name of Organization:	Vani	King	0 F	Lerington	·
_	0	0		0	

Categories	Total	(l) His	hite Not panic or tino)	C	eanic er ino	Afri Ame (N Hisp	ck or can- erican lot panic atino	Haw Ot Pac Islai (N Hisp	tive raiian her cific nder lot panic atino	Asi (N Hisp o Lati	ot anic r	India Alas Na (n Hisp	rican an or skan tive not panic atino	more (I Hisp	vo or e races Not anic or atino	То	tal
		M	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators						į.											
Professionals				1													
Superintendents																	
Supervisors		Z							×								
Foremen														17.			
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														
Skilled Craft																	
Service/Maintenance			S.		2	21	2									16	7
Total:		2	3	1	2	13	2									,	**

Prepared by: 30dd	C. X.	znoitorgo	Mac	Date:	11_	
(Name a	and Title)			The control of the second of	Revised 2015-Dec-1	5



### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # <u>3 2 - 2 6 2 4</u>

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 Procurement for approval immediately. Failure to submit a completed form may cause rejection of the bid.

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

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

Jan Kine	70	Lexination	Jodd (x	wis
Company		0	Company Represent	ative
4/17/24			Operations	Marager
Date			Title	



### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 32. 200 4

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 Procurement 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. MA				
2. N \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				
3. N \ A				
4. N (A				

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

Jani King of Lexington

Date

Company Representative

Title



### LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 32-2084

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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

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

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to

applicable Federal and State laws concerning false	statements and false claims.
Jan King of Lerington	Task Cut
Company,	Company Representative
4/17/24	Operations Manager
Date	Title



### MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #<u>3シ- らい</u>し

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 Song King of Lexington	TOPS Curtis
Address/Phone/Email AD Ste. 103 2080 Harrods-burg 40503 Leington Ky 40503	Bid Package / Bid Date
tourtis @jkacs.com	

MWDBE	Contact	Contact	Date	Services	Method of	Total dollars \$\$	MBE *	Veteran
Company Addre	Person	Information	Contacted	to be	Communication	Do Not Leave	AA	
		(work phone,		performed	(email, phone	Blank	HA	
		Email, cell)			meeting, ad,	(Attach	AS	
					event etc)	Documentation)	NA	
71							Female	
NA								
NIA								
, ,			-					
MA								
NA			11.50					
NIA								
NA								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurat	te. Any misrepresentation may result in termination of the
contract and/or be subject to applicable Federal and State la	ws concerning false statements and claims.

Tanking of helington

Company

Company

Company Representative

Operations Marager

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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote Total Contract A	e # <u>30 - 0</u> Imount Award	ded to Prime	Contrac	tor	_ for this Proj	iect					
Project Name/ (	Contract #			W	ork Period/	To:					
Company Name Jan King Federal Tax ID:		19ton		Address: 3080 Harrodrburg Rs Ste 103 Lerington H							
Federal Tax ID:			Alestin .	Contact Person: TOD Curtis							
Subcontractor Vendor ID (name, address, phone, email	Description of Work Subcontract Amount Contract Award to Prin for this Project			this Period subcontractor work (please attach			Scheduled Scheduled Project Project Start Date End Date				
NA											
NA											
NA											
By the signature belorepresentations set funder applicable Federal Company	orth below is tru deral and State l	ıe. Any misrepr	esentatio false stat _	ns m emer	ay result in th	e termination of the	n is correct, ar	nd that each of the			
4/17/24 Date			-		peration	30	orager				

### LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # <u>3</u>3-262 4

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

NA Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

N\A 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.

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

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

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.

M/4 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.

<u>NOTE</u>: 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 of Lerington

Date

Company Representative

Title

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

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> 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 onehalf 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 Page 27 of 30

- 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 subgrantee, 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 all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

- 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

\_\_\_\_

# EXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECT (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured:			H	Employee ID:
Address:			ā.	Phone:
Project to be insured: LFLCG Wellyers	Wellhors Center	er Cleaning		
In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:	rance at this time, the undersigned ag art V (Special Conditions), including	n lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the nsurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:	ured with the minimum coverage lis	sted below. These are outlined in the
ξ	Minimum Limits and	Limits Provided	Name of	M. Be
Coverage	Policy Requirements	To Insured	Insurer	Code Rating
T90	\$1,000,000/per occ. \$2,000,000	€9		
AUTO	\$1,000,000/per occ.	\$		
WC	Statuatory w/endorsement for	5		
	\$500,000/ per occ.			
The Risk Management Provisions Insurance and Indemnification required por the coverage's checked above unless stated otherwise when submitting.	urance and Indemnification required ps stated otherwise when submitting.	provisions, statements regarding insura	ance requirements, and the undersi	he Risk Management Provisions Insurance and Indemnification required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions or the coverage's checked above unless stated otherwise when submitting.

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurance is brokered, authorized signature must be that of authorized representative of insurer.

CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.

Name of Authorized Representative

Authorized Signature

Zip

State

Telephone Number

Agency or Brokerage

Street Address

City

Title

Date

See Attached

ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2024

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

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

PRODUCER	CONTACT Trish Phillips							
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 706-737-8811 FAX (A/C, No): E-MAIL ADDRESS: Trish.Phillips@MarshMMA.com							
P. O. Box 211110								
2601 Commons Blvd	INSURER(S) AFFORDING COVERAGE	NAIC#						
Augusta, GA 30917-1110	INSURER A: Associated Industries Insurance Co, Inc	23140						
INSURED	INSURER B : Everest Indemnity Insurance Company 10							
Wildcat Franchising, Inc. DBA	INSURER C: Zurich American Insurance Company	16535						
Jani King of Lexington	INSURER D : Liberty Mutual Insurance Company	23043						
609 Reliability Circle	INSURER E:							
Knoxville, TN 37932	INSURER F:							

	609 Reliability Circle				INSURER E:						
	Knoxville, TN 37932				INSURER F:						
CO	VERAGES CER	TIFIC	ATE	NUMBER:	REVISION NUMBER:						
IN CI E	DICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH	QUIRI ERTA POL	EMEN AIN, ICIES	T, TERM OR CONDITION OF THE INSURANCE AFFORDED . LIMITS SHOWN MAY HAV							
INSR LTR	NSR TYPE OF INSURANCE ADDL SUBR (MM/DD/YYYY) (MM/DD/YYYY) LIMITS										
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	AES1234495		The second second control of the second seco	EACH OCCURRENCE	\$1,000,000			
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000			
	X BI/PD Ded:10000						MED EXP (Any one person)	s			
							PERSONAL & ADV INJURY	s1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s2,000,000			
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000			
	OTHER:							s			
D	AUTOMOBILE LIABILITY	Υ	Y	BAS65830535	04/13/2024	04/13/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	X ANY AUTO						BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$			
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S			
	X Drive Oth Car							\$			
В	X UMBRELLA LIAB X OCCUR	Υ	Υ	XC3CU00056241	04/13/2024	04/13/2025	EACH OCCURRENCE	s10,000,000			
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s10,000,000			
	DED X RETENTION \$10000							S			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$			
	(Mandatory in NH) If yes, describe under	A 7 (\$ (\$ (\$ )					E.L. DISEASE - EA EMPLOYEE	\$			
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT				
С	Employee Theft/			MPL364728200	04/13/2024	04/13/2025	\$300,000/\$3,000 Deducti				
	Dishonesty										
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC neral Liability) - Additional insure										
1933	n CG2033 0704.	u	MILE	s,lessees, or contracto	ns il required by	WILLELL COL	itract per				
	neral Liability) - Additional insure	d o	wner	e laceace or contract	ors completed or	norations if	required				
10.7	written contract per form CG2037			o, 1000000, or contract	ora completed of	Jeralions II	required				
	neral Liability) - Primary & nonco			v if required by writter	contract per for	m CGNYGI	014 0800				
	e Attached Descriptions)		Ja:01	y ii roquired by Writter	Contract per for	III OGIVAGE	.017 0003.				
250											
CEF	CERTIFICATE HOLDER CANCELLATION										

CERTIFICATE HOLDER	CANCELLATION
Insurance Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
Y	PETER J. KRAUSE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)									
General Liability) - Waiver of subrogation applies if required by written contract per form CG2404 0509. Auto Liability) - Additional insured if required by written contract per form AC85010618. Auto Liability) - Waiver of subrogation if required by written contract per form AC85010618. Umbrella) - Additional insured if required by written contract per form EUM101070220. Umbrella) - Waiver of subrogation if required by written contract per form EUM101070220.									

## WORKFORCE ANALYSIS FORM

Total:	Service/Maintenance	Skilled Craft	Office/Clerical	Para-Professionals	Protective Service	Technicians	Foremen	Supervisors	Superintendents	Professionals	Administrators	8	Categories	Name of Organization:
₩ ₩	19		1					L		7			Total	Usi King o
2								b				M	W	04
			1									Æ	White	her ighon
€v-	113											X	В	7
91	01									-		Ŧ	Black	1
										7		Z	0	
												Ŧ	Other	Dat
16												M	T	Date: 4 / 1
7												F	Total	17 1 24

Prepared by: Tobb Chitis Operations Marager

### PRICING SHEET

The Contractor shall submit a daily cost to provide the specified services, which includes labor, equipment, and cleaning supplies. Bidder should also submit a daily cost to provide spray buffing services (to be performed one (1) day a week for Center. Pricing should be submitted in the Line Items tab on Ionwave.

Regular specified cleaning services will be required 6 days a week for Center.

### LINE ITEMS

Cost for all specified cleaning services for Wellness Center, except spray buffing.

Cost for spray buffing services for Wellness Center.

per day \* #61 00

<sup>\*</sup> Invoices should vary based on the number of working days in a given month

### The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

	AFFIDAVII
pei	Comes the Affiant, Tabb Curtis, and after being first duly sworn under penalty of jury as follows:
1.	His/her name is Tobb Control and he/she is the individual submitting the bid or is the
	authorized representative of Jan King of Legington
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught. TOND Curtis
ST	ATE OF Kentucky
СО	ountry of Fayette
by of	The foregoing instrument was subscribed, sworn to and acknowledged before me  Sodol Carlo on this the day  April , 2024  April , 2024
	My Commission expires: May 24, 2025  MOYARY PUBLIC, STATE AT LARGE

**ROCKMOU-01** 

**CKISH** 



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/8/2024

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

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

	nis certificate does not confer rights to							require an end	orsemen	t. AS	tatement on	
	DUCER		CONTACT NAME: PHONE (CAT) COC COCC									
	er Loughry Beach Insurance Services W. College St.	, Inc	•		(A/C, No, Ext): (615) 896-9292 (A/C, No): (615) 849-1586							
	freesboro, TN 37130				E-MAIL ADDRESS: mlbsupport@mlbins.com						1	
							(-)	RDING COVERAGE			NAIC #	
					INSURER A : Employers Compensation Ins Co						11512	
INSU	JRED				INSURER B:							
	Wildcat Franchising Inc, c/o	i-Kin	g of Lexington	INSURER C:								
	609 Reliability Circle Knoxville, TN 37932				INSURE							
						INSURER E:						
	VERACES CER	TIEI	^ A TI	E NIIMDED.	INSURE	K F :		DEVISION NUI	ADED.			
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIE			ENUMBER:	HΔ\/F R	EEN ISSUED :		REVISION NUM		HE PO	I ICV PERIOD	
IN	IDICATED. NOTWITHSTANDING ANY R	EQU	IREM	ENT, TERM OR CONDITIO	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WIT	TH RESPE	CT TO	WHICH THIS	
	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH								UBJECT T	O ALL	THE TERMS,	
INSR LTR			SUBR			POLICY EFF	POLICY EXP (MM/DD/YYYY)			s		
LIK	COMMERCIAL GENERAL LIABILITY	INSD	WVD			(IVIIVI/DU/TTTT)	(MIM/DD/TTTT)	EACH OCCURRENG		\$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENT PREMISES (Ea occu	ED	\$		
								MED EXP (Any one		\$		
								PERSONAL & ADV	<b>'</b>	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC		\$		
	POLICY PRO- LOC							PRODUCTS - COM	P/OP AGG	\$		
	OTHER:									\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$		
	ANY AUTO							BODILY INJURY (Pe	er person)	\$		
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Pe	er accident)	\$		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAC (Per accident)	3E	\$		
										\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	CE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$		
Α.	DED RETENTION \$							V PER	OTH-	\$		
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EIG499114802		5/16/2024	5/16/2025	X PER STATUTE	OTH- ER		500,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		10433114002	7114002		3/10/2023	E.L. EACH ACCIDE		\$	500,000	
	If yes, describe under							E.L. DISEASE - EA I			500,000	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	LICY LIMIT	\$		
DES	LCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	IFS (	ACORI	101 Additional Remarks Schedu	ıle mav h	e attached if mor	e snace is requir	red)				
	policy for specific coverages and exclu			7 To 1, Additional Remarks Concae	ne, may b	e uttuoned ii iiioi	c space is requi	cu,				
CE	RTIFICATE HOLDER				CANO	ELLATION						
						-		ESCRIBED POLICE EREOF, NOTICE				
	LFUCG							Y PROVISIONS.	_ <b>**</b> 1 <b>L</b> L	JL DE	LIVENCE IN	
	200 East Main Street Lexington, KY 40507											
	<b>-</b>				AUTHO	RIZED REPRESE	NTATIVE					
					Jeff Adma							