



LEXINGTON

Bid 39-2022 Addendum 1 David Williams & Associates Supplier Response

Event Information

Number: Bid 39-2022 Addendum 1
Title: Outdoor Playground Equipment
Type: Competitive Bid
Issue Date: 4/12/2022
Deadline: 5/3/2022 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.

Contact Information

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

David Williams & Associates Information

Address: 1010 Harrison Avenue
Harrison, OH 45030
Phone: (513) 788-1824

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

Neil Smith
Signature

neils@dwarec.com
Email

Submitted at 4/26/2022 11:05:55 AM

Response Attachments

Affidavit.pdf

Affidavit

LFUCG MWDBE PARTICIPATION FORMS.pdf

MWDBE Participation Forms

RM Playground Equipment.pdf

Risk Management

WORKFORCE ANALYSIS FORM.pdf

Workforce Analysis

Bid Lines

1	Demolition with heavy equipment of existing playground per man hour Quantity: <u> 1 </u> Unit Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/>
2	Demolition with heavy equipment of existing playground per man hour Quantity: <u> 1 </u> Unit Price: <input type="text" value="\$60.00"/> Total: <input type="text" value="\$60.00"/>

3

Installation of your play equipment as per manufacturer's specs - see note below.

Quantity: 1

Total:

Item Notes: Installation of your play equipment as per manufacturer's specs: _____ % of cost of equipment (not including edging or safety surface). The Contractor shall include accepting the freight on the project site or location of choosing, secure storage of the equipment for the duration of the project and disposal of all overburden and refuse off-site. For those shipments requested to be sent to Owner's storage facility at Masterson Station Park, 3051 Leestown Rd., Lexington, KY 40511, Vendor shall include cost of picking up at this location and providing safe and proper storage during installation. Contractor shall use temporary plastic fencing; employ security, or other means to protect work until final inspection and acceptance by Owner. If proper precautions are not taken, Contractor will be responsible for re-installing equipment properly at their cost. Contractor is also responsible for insuring that play does not occur on equipment until final acceptance by Owner. Owner guarantees inspection within 2 business days of notice of completion. Contractor is responsible for any lost, stolen or damaged equipment during installation.

4

Edging: 6" x 6" pressure treated timbers, stacked 2 high (12") with 24" #5 rebar into ground @ 4' o.c.

Quantity: 1

Price:

Total:

5

Edging: 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 5 ft. o.c. – BROOM finish.

Quantity: 1

No Bid

6	<p>Edging: 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 5 ft. o.c. – STAMPED finish.</p> <p>Quantity: <u> 1 </u></p>	No Bid
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7	<p>Spreading mulch safety surface evenly under equipment and throughout play area (engineered wood chip mulch provided on-site by LFUCG)</p> <p>Quantity: <u> 1 </u></p>	Price: <input type="text" value="\$17.00"/> Total: <input type="text" value="\$17.00"/>
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8	<p>Grading/site leveling(balanced cut/fill)</p> <p>Quantity: <u> 1 </u></p>	Price: <input type="text" value="\$35.00"/> Total: <input type="text" value="\$35.00"/>
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9	<p>Geotextile Fabric (provide and install)</p> <p>Quantity: <u> 1 </u></p>	Price: <input type="text" value="\$5.00"/> Total: <input type="text" value="\$5.00"/>
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1
0

¾" Schedule 80 PVC conduit (provide and install under concrete)

Quantity: 1

No Bid

1
1

6" black corrugated drainage pipe in sock in a 12" x 12" trench backfilled with #57 stone (provide materials and install)

Quantity: 1

Price:

Total:

1
2

Loading and hauling logs, soil, gravel or rock (30 minute max. haul)

Quantity: 1

Price:

Total:

1
3

Sidewalk 4 1/2" broom finish (4000 psi) concrete over 3" compacted #57 stone

Quantity: 1

Price:

Total:

1
4

Sidewalk 4 1/2" broom finish (4000 psi) concrete over 3" compacted #57 stone with manufacturer's standard color admixture

Quantity: 1

Price:

Total:

1
5

Sidewalk 4 1/2" broom finish (4000 psi) concrete over 3" compacted #57 stone with stamped texture applied

Quantity: 1

Price:

Total:

1
6

Poured in place rubber surface over 4" machine compacted dense grade aggregate (DGA) by vendor/installer (see attached specification) INCLUDING securing site until product is fully cured

Quantity: 1

Price:

Total:

1
7

Poured in place rubber surface over 3" asphalt and 4" machine compacted DGA by vendor/installer (see attached specification) INCLUDING securing site until product is fully cured

Quantity: 1

Price:

Total:

1
8

Poured in place rubber surface over 4" concrete and 3" machine compacted #57 stone by vendor/installer (see attached specification INCLUDING securing site until product is fully cured)

Quantity: 1

Price:

Total:

1
9

Pre-cast, modular block retaining wall or equal (price to include manufacturers recommended base/footers for up to max. height of 48" and matching top row capstone glued in place (see specification)

Quantity: 1

No Bid

2
0

Construction entrance 20 ft. wide X 50 ft. long, excavated to depth of 6", line with non-woven geotextile fabric and backfill with 6" #2 stone. Include removal at conclusion of work, backfill with topsoil and seeding entire disturbed area (per Seeding specification)

Quantity: 1

Price:

Total:

2
1

Silt Fence provided, installed (as per figure 11-21, LFUCG Stormwater Manual, attached at end of specifications) and maintained for duration of project and removed after new turf is at 90% coverage

Quantity: 1

No Bid

2
2

Seeding/Straw (see specification)

Quantity: 1

Price:

Total:

2
3

Sod, turf type fescue (provide and install)

Quantity: 1

No Bid

2
4

Temporary, self-supporting, 8 ft. chain link fence sections, 6 ft. tall per 8 ft. section

Quantity: 1

Unit Price:

Total:

2
5

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Price:

Total:

2
6

\$5,001 - \$10,000

Quantity: 1

Total: 5%

2
7

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

2
8

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

2
9

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
0

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

3
1

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
2

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
3

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

3
4

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
5

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
6

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

3
7

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
8

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

3
9

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

4
0

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

4
1

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

4
2

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

4
3

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

4
4

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

4
5

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

4
6

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

4
7

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

4
8

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

4
9

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

5
0

\$5001 - \$10,000

Quantity: 1

Total: 5%

5
1

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total: 8%

5
2

\$0 - \$5,000

(Line excluded from response total)

Quantity: 1

Total: 5%

5
3

\$5001 - \$10,000

(Line excluded from response total)

Quantity: 1

Total: 5%

5
4

\$10,001 and above

(Line excluded from response total)

Quantity: 1

Total:

Response Total: \$10,065.00

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

AFFIDAVIT

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

1. His/her name is Neil Smith and he/she is the individual submitting the bid or is the authorized representative of DWA Recreation the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Neil Smith on this the 26th day of April, 2022.



My Commission expires: 8-31-2025
DEBRA A MAUE
Notary Public
State of Ohio
My Comm. Expires
August 31, 2025

Debra A. Maue
NOTARY PUBLIC, STATE AT LARGE

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

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #39-2022 Outdoor Playground Equipment (Supplemental)**

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) 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.
- (4) 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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 or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
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. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.

- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. 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.
- h. 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 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. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

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

Consulant 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

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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00410168

Neil Smith Bid Coordinator
Neil Smith

DWA Recreation
4/26/22



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 39-2022

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. NA	NA	NA	NA	NA
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.

DWA Recreation

Company

4/28/22

Date

Neil Smith Neil Smith

Company Representative

Bid Coordinator

Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 39-2022

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. NA	NA	NA	NA	NA
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.

DWA Recreation
Company

4/26/22
Date

Neil Smith Neil Smith
Company Representative

Bid coordinator
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 39-2022

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

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

DWA Recreation
Company

4/26/22
Date

Neil Smith Neil Smith
Company Representative

Bid Coordinator
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 39-2022

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 DWA Recreation	Contact Person Neil Smith
Address/Phone/Email 1010 Harrison Ave. Harrison, OH 45030 513-788-1824 NeilS@DWARec.com	Bid Package / Bid Date 39-2022 4/26/22

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
NA	NA	NA	NA	NA	NA	NA	NA	NA

(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.

DWA Recreation
Company
4/26/22
Date

Neil Smith Neil Smith
Company Representative
Bid Coordinator
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 39-2022

Total Contract Amount Awarded to Prime Contractor for this Project NA

Project Name/ Contract # <u>39-2022</u>	Work Period/ From: <u>NA</u> To:
Company Name: <u>DWA Recreation</u>	Address: <u>1010 Harrison Ave. Harrison, OH 45030</u>
Federal Tax ID: <u>34-1608513</u>	Contact Person: <u>Neil Smith</u>

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
<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

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.

DWA Recreation

Company

4/26/22

Date

Neil Smith

Company Representative

Bid Coordinator

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 39-2022

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ 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.

DWA Recreation

Company

4/26/22

Date

Neil Smith Neil Smith

Company Representative

Bid Coordinator

Title

* Due to our specialized trade, we must
use "Game Time Certified" Installers.

WORKFORCE ANALYSIS FORM

Name of Organization: DWA Recreation

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	2		2														
Professionals	4	3	1														
Superintendents	2	1	1														
Supervisors	1	1															
Foremen																	
Technicians	1	1															
Protective Service																	
Para-Professionals																	
Office/Clerical	6	2	4														
Skilled Craft																	
Service/Maintenan	2	2															
Total:	18	10	8														

Prepared by: Neil Smith Bid Coordinator Date: 4/26/22
(Name and Title)
