



# LEXINGTON

## Bid 83-2023 Addendum 1 David Williams & Associates Supplier Response

### Event Information

Number: Bid 83-2023 Addendum 1

Title: Outdoor Play Equipment

Type: Competitive Bid

Issue Date: 7/3/2023

Deadline: 7/24/2023 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.

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

This is being rebid to add needed language to the price contract.

### Contact Information

Contact: Conni Hayes

Address: Central Purchasing  
Government Center Building  
200 East Main Street  
Lexington, KY 40507

Phone: (859) 2583320

Fax: (859) 2583322

Email: [chayes@lexingtonky.gov](mailto: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 7/17/2023 12:17:29 PM (ET)

## Response Attachments

### LFUCG Forms - 2023 Playground Equipment.pdf

2023 LFUCG Playground Equipment Forms.

## Bid Lines

1	Demolition with heavy equipment of existing playground per man hour Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u> Price: <input type="text" value="\$62.00"/> Total: <input type="text" value="\$62.00"/>
2	Demolition without heavy equipment of existing playground per man hour Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u> Price: <input type="text" value="\$62.00"/> Total: <input type="text" value="\$62.00"/>
3	Installation of your play equipment as per manufacturers specs - see note below. Quantity: <u>  1  </u> UOM: <u>Percent Off</u> Total: <input type="text" value="35%"/> 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: <u>  1  </u> UOM: <u>Linear Feet</u> Price: <input type="text" value="\$25.00"/> Total: <input type="text" value="\$25.00"/>
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: <u>  1  </u> UOM: <u>Linear Feet</u> <span style="float: right;"><b>No Bid</b></span>

6	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.	Quantity: <u>  1  </u> UOM: <u>Linear Feet</u>			<b>No Bid</b>
7	Spreading mulch safety surface evenly under equipment and throughout play area (engineered wood chip mulch provided on-site by LFUCG)	Quantity: <u>  1  </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$20.00"/>	Total: <input type="text" value="\$20.00"/>	
8	Grading/site leveling(balanced cut/fill)	Quantity: <u>  1  </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$37.00"/>	Total: <input type="text" value="\$37.00"/>	
9	Geotextile Fabric (provide and install)	Quantity: <u>  1  </u> UOM: <u>Square Yard</u>	Price: <input type="text" value="\$6.50"/>	Total: <input type="text" value="\$6.50"/>	
10	Schedule 80 PVC conduit (provide and install under concrete)	Quantity: <u>  1  </u> UOM: <u>Linear Feet</u>			<b>No Bid</b>
11	6 black corrugated drainage pipe in sock in a 12 x 12 trench backfilled with #57 stone (provide materials and install)	Quantity: <u>  1  </u> UOM: <u>Linear Feet</u>	Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>	
12	Loading and hauling logs, soil, gravel or rock (30 minute max. haul)	Quantity: <u>  1  </u> UOM: <u>Cubic Yard</u>	Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>	
13	Sidewalk 4 1/2 broom finish (4000 psi) concrete over 3 compacted #57 stone	Quantity: <u>  1  </u> UOM: <u>Square Yard</u>	Price: <input type="text" value="\$67.00"/>	Total: <input type="text" value="\$67.00"/>	
14	Sidewalk 4 1/2 broom finish (4000 psi) concrete over 3 compacted #57 stone with manufacturers standard color admixture	Quantity: <u>  1  </u> UOM: <u>Square Yard</u>	Price: <input type="text" value="\$72.00"/>	Total: <input type="text" value="\$72.00"/>	
15	Sidewalk 4 1/2 broom finish (4000 psi) concrete over 3 compacted #57 stone with stamped texture applied	Quantity: <u>  1  </u> UOM: <u>Square Yard</u>	Price: <input type="text" value="\$72.00"/>	Total: <input type="text" value="\$72.00"/>	
16	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: <u>  1  </u> UOM: <u>SF</u>	Price: <input type="text" value="\$27.00"/>	Total: <input type="text" value="\$27.00"/>	
	Supplier Notes: <input type="text" value="\$37 if under 3,000 sf &amp; \$27 if over 3,00 sf"/>				
17	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: <u>  1  </u> UOM: <u>SF</u>	Price: <input type="text" value="\$27.00"/>	Total: <input type="text" value="\$27.00"/>	
	Supplier Notes: <input type="text" value="\$37 if under 3,000 sf &amp; \$27 if over 3,00 sf"/>				

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: <u>  1  </u> UOM: <u>  SF  </u> Price: <input type="text" value="\$27.00"/> Total: <input type="text" value="\$27.00"/>
	Supplier Notes: <input type="text" value="\$37 if under 3,000 sf &amp; \$27 if over 3,00 sf"/>	
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: <u>  1  </u> UOM: <u>  SF  </u> <span style="float: right;"><b>No Bid</b></span>
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: <u>  1  </u> UOM: <u>  SF  </u> Price: <input type="text" value="\$8,000.00"/> Total: <input type="text" value="\$8,000.00"/>
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: <u>  1  </u> UOM: <u>  SF  </u> <span style="float: right;"><b>No Bid</b></span>
2 2	Seeding/Straw (see specification)	Quantity: <u>  1  </u> UOM: <u>  SF  </u> Price: <input type="text" value="\$2,250.00"/> Total: <input type="text" value="\$2,250.00"/>
2 3	Sod, turf type fescue (provide and install)	Quantity: <u>  1  </u> UOM: <u>  SF  </u> <span style="float: right;"><b>No Bid</b></span>
2 4	Temporary, self-supporting, 8 ft. chain link fence sections, 6 ft. tall per 8 ft. section	Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$50.00"/> Total: <input type="text" value="\$50.00"/>
2 5	\$0 - \$5,000	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="5%"/>
2 6	\$5,001 - \$10,000	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="5%"/>
2 7	\$10,001 and above	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="8%"/>
2 8	\$0 - \$5,000	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="5%"/>
2 9	\$5001 - \$10,000	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="5%"/>
3 0	\$10,001 and above	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="8%"/>
3 1	\$0 - \$5,000	Quantity: <u>  1  </u> UOM: <u>  Percent Off  </u> Total: <input type="text" value="5%"/>

3 2	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
3 3	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>
3 4	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
3 5	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
3 6	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>
3 7	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
3 8	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
3 9	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>
4 0	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
4 1	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
4 2	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>
4 3	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
4 4	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
4 5	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
4 6	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
4 7	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>

48	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>
49	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
50	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
51	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>
52	\$0 - \$5,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
53	\$5001 - \$10,000 Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="5%"/>
54	\$10,001 and above Quantity: <u>  1  </u> UOM: <u>Percent Off</u>	Total: <input type="text" value="8%"/>

**Response Total: \$10,858.50**



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: July 3, 2023

## INVITATION TO BID #83-2023 Outdoor Playground Equipment

**Bid Opening Date:** 07/17/2023 **Bid Opening Time:** 2:00 PM  
**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>  
**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A **Pre Bid Time:** N/A  
**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **07/17/2023**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<p><input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p> <p><b>Check One:</b></p>	<p><b>Proposed Delivery:</b> _____ days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes _____ No</p>	

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: DWA Recreation  
*Firm Name*

1010 Harrison Ave.  
*Address*

Harrison, OH 45030  
*City, State & Zip*

**Bid must be signed:** Neil Smith  
*Signature of Authorized Company Representative – Title*

Neil Smith  
*Representative's Name (Typed or printed)*

513-788-1824 513-788-1825  
*Area Code - Phone – Extension* *Fax #*

Neils@DWARec.com  
*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, DWA Recreation, 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 Neil Smith on this the 17<sup>th</sup> day of July, 2023

My Commission expires: 8-31-2025



DEBRA 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.



**I. GREEN PROCUREMENT**

**A. ENERGY**

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

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

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

Key Benefits

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

**B. GREEN SEAL CERTIFIED PRODUCTS**

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

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

**C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

**II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

**III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  
  - () 3. See bid specifications.
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

**EQUAL OPPORTUNITY AGREEMENT**

Standard Title VI Assurance

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

The Law

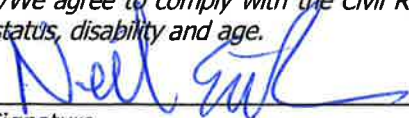
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment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

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

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:

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

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

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

  
Signature

  
Date



**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	1	1														1	1
Professionals	2		2															2
Superintendents																		
Supervisors	1	1																1
Foremen	2	2																2
Technicians	6	6																6
Protective Service																		
Para-Professionals																		
Office/Clerical	5	2	3															2 3
Skilled Craft																		
Service/Maintenance																		
<b>Total:</b>	<b>18</b>	<b>12</b>	<b>6</b>															<b>12 6</b>

Prepared by: Neil Smith  
(Name and Title)

Date: 7, 17, 23  
Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)





**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # Playground Equipment

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. <u>NA</u>				
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 Rec  
 Company  
7/17/23  
 Date

Neil Smith  
 Company Representative  
Bid Coordinator  
 Title



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # Playground Equipment

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				
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 Rec  
Company  
7/17/23  
Date

DWA Rec  
Company Representative  
Bid coordinator  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # Playground

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					
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 Rec  
Company

7/17/23  
Date

Neil Smith  
Company Representative

Bid Coordinator  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Playground Equipment

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 <u>DWA Recreation</u>	Contact Person <u>Neil Smith</u>
Address/Phone/Email <u>1010 Harrison Ave HARRISON OH 45030 513-788-1624 NeilS@DWARec.com</u>	Bid Package / Bid Date <u>Playground Equipment / 7/17/23</u>

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
<u>NA</u>								

(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 Rec  
Company  
7/17/23  
Date

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 city 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/ Lexington, KY 40507.

Bid/RFP/Quote # Playground Equipment  
 Total Contract Amount Awarded to Prime Contractor for this Project NA

Project Name/ Contract # <u>Playground Equip</u>	Work Period/ From: <u>NOV 2023</u> To: <u>12/2023</u>
Company Name: <u>DWA Rec</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>							

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 Rec  
 Company  
7/17/23  
 Date

Neil Smith  
 Company Representative  
Bid Coordinator  
 Title

### LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and



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

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

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

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

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

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

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

PWA Recreation  
Company  
7/17/23  
Date

Neil Smith  
Company Representative  
Bid Coordinator  
Title

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

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
  
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
  
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



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

  
\_\_\_\_\_  
Date