



**CITY OF
COVINGTON
KENTUCKY**

CITY OF COVINGTON, KENTUCKY REQUEST FOR PROPOSAL

Fire Facility Study

**Issue Date:
April 10th, 2019**

**Issuing Department:
FIRE DEPARTMENT
100 E. ROBBINS STREET
COVINGTON, KY 41011**

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I. ADVERTISEMENT

Fire Facility Study

The City of Covington, Kentucky ("City") invites proposals from professional licensed architects, accredited planners, professional engineers, and other industry experts that can provide the services outlined in this Request for Proposal ("RFP"), in compliance with all applicable laws and regulations. Companies submitting responses must be prepared to enter into an agreement ("Agreement") for the provision of requested services or goods as set forth in this RFP.

Issue Date: April 10th, 2019

RFP Title: Fire Facility Study

Issuing Department: City of Covington
Fire Department
100 East Robbins Street
Covington, KY 41011

Contact: Allison Hudson
Procurement Officer
(859) 292-2178
AHudson@covingtonky.gov

Proposals must be submitted in a sealed envelope plainly marked on the outside "**SEALED PROPOSAL FOR FIRE FACILITY STUDY- DO NOT OPEN WITH REGULAR MAIL.**"

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department
First Floor Window
City Hall
City of Covington
20 West Pike Street
Covington, Kentucky 41011

RESPONSES MUST BE SUBMITTED BY: 10:00 a.m. on April 29th, 2019. A submission received after this date and time will be considered non-responsive.

REVIEW: Pursuant to KRS 45A.370, the evaluation of proposals and making any awards shall be conducted using competitive negotiation. Any final award shall be based upon the criteria set forth below, and shall include the preference for residential bidders in KRS 45A.494 where required. The City of Covington finds that selection based upon competitive negotiation is necessary based upon the finding that specifications cannot be made sufficiently specific to permit an award on the basis of the lowest bid price or lowest evaluated bid price. The Board of Commissioners reserves the right to reject any and all proposals.

II. TIME LINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Issuance of RFP; Solicitation for Proposals	April 10 th , 2019.
Deadline for Vendor Questions or Clarification.	April 19 th , 2019. Modification/ answers shall be posted by April 22 nd , 2019, via www.covingtonky.gov .
Deadline for Submission	10:00 a.m., April 29 th , 2019
Anticipated Award Date	Contingent upon Commission Approval

III. SCOPE OF WORK

The City is seeking responses from licensed architects, accredited planners, professional engineers, and other industry experts who can provide the services as outlined below.

1. Task I - Site Location Analysis (concurrent with Task II)

Analyze location suitability based on the criteria outlined by the City. Utilize GIS drive-time simulations to analyze the service areas based on optimum response times and current response times at different times of the day, simulating various traffic volumes, which impact response times. Process may include the following:

- Geocoding and analyzing historic dispatch data to calibrate the coverage model based on actual response times.
- Analyzing the current coverage area and response times of existing station locations.
- Determine predicted coverage areas and response times for the proposed site(s) identified by the City, and also those sites identified by the project team.
- Prepare a written report with recommendations including a summary of the analysis, methodology and all associated maps.

The data collected should establish the baseline of current coverage and identify potential service gaps, along with service overlaps based on current station locations that lead to inefficient dispatch loads. Vendor should evaluate locations identified by the City to determine which of the selected sites might provide desired coverage and minimum overlap areas through response time scenarios. Sites should also be evaluated for suitability based on function and building orientations defined during the Initial Building and Site Layout Study (Task 3A).

Deliverables:

- Written report detailing selection methodology, analysis and recommendations.
- A prioritized outline of recommendations for fire station locations.
- Run time scenario maps for each site considered.

2. Task II – Program of Requirements (POR)

Conduct interviews with Fire Department staff to identify current and future needs intended to be served by a new satellite fire station. From these interviews and on-site observations, prepare a Program of Requirements (POR) for the proposed new station. This POR will include interior and exterior space requirements, site requirements, and possible expansion options for the new facility.

Deliverables:

- Written Program of Requirements (POR)

3. Task III – Schematic Building and Site Design

A. Initial Building and Site Study

Once the POR has been developed, and approved by the City, Vendor shall proceed with building and site studies. This will include the development of several options for building and site plans to determine efficient layouts for the proposed new fire station, utilizing the preferred site identified during Task I.

Initially, only basic building and site plan diagrams will be developed to determine options for accommodating current and projected future needs.

Vendor shall limit its efforts in this phase of planning to only those things necessary to providing the City with accurate information to allow an informed decision regarding the direction of future planning efforts. The goal is to determine the basic size shape and site layout of a new facility for owner approval before moving on to more detailed design.

Deliverables:

- Building Floor Plans to scale – basic diagrams to define the basic plan size and layout
- Preliminary Site Plans to scale – basic diagrams to define site layout and overall area requirements. Site plan shall be based on City provided information or available GIS data.

B. Final Schematic Design

Once the Initial Building and Site Study has been completed, and the design direction has been approved by the City, the Vendor will prepare an initial design of the preferred option. This will include scaled floor plans, site plan and a basic 3D building and site model along with basic exterior color rendering and perspectives.

Based on the City's feedback the Vendor shall revise the designs for final approval. Limitations to revisions included in the Final Schematic Design should be detailed in the Contractor's proposal.

Deliverables:

- Building Floor Plans to scale
- Primary Building Elevations to scale
- Preliminary Site Plans to scale – based on owner provided information or available GIS data

- Basic systems descriptions for mechanical, electrical and plumbing based on typical fire station requirements. No detailed MEP design is included in this proposal.
- 2-3 3D exterior views showing basic design concepts.

C. Final Building Renderings

Once the final design direction has been determined, and the exterior design approved, the Contractor shall prepare final computer-generated exterior building renderings. These renderings should be high quality and contain more detail than those provided in the Initial Building and Site Study making them more suitable for public presentation, advertising media and future design development. Limitations to revisions included in the Final Building Renderings should be detailed in the Contractor’s proposal.

Deliverables:

- Final Exterior Building Renderings – these renderings will be taken from the 3D model used to develop the Schematic Design

4. Task IV – Opinion of Cost

A. Opinion of Probable Construction Cost

Based on the approved Schematic Design (Task III), the Contractor shall prepare a Preliminary Opinion of Probable Construction (OPC). This cost opinion will be based on current industry standard square foot cost for site development, new construction and renovation for typical fire stations being built in this area.

B. Opinion of Probable Project Cost

Based on the approved Opinion of Probable Construction Cost the Contractor shall develop an Opinion of Probable Project Cost which will include typical non-construction costs such as fees, and other project specific non-recurring costs. This will allow the City to prepare a more complete overall project budget.

Deliverables:

- Opinion of Probable Construction Cost of new construction.
- Opinion of Probable Project Cost.

5. Task V – Final Fire Facilities Report

Once all the planning tasks have been completed and the deliverables approved and received, the Contractor shall prepare a final report bound in 8 ½ x 11 format. The final report will include the deliverables prepared during

the development of the Planning Study. Contractor shall also be required to present the Final Report to City's Board of Commissioners in a public forum to discuss the study, development process and final conclusions.

Deliverables:

- Ten (10) copies of a bound final report, and one electronic copy.
- Comprehensive presentation to City's Board of Commissioners, in a public forum.

TIMELINE

The City's estimated timeline for this project is approximately 15 weeks. The City asks all Vendors to include an anticipated timeline of work with their submitted Proposal.

ASSUMPTIONS

The City shall make plans and documentation from previous design efforts available to the Vendor for use and review. City of Covington staff will be available to participate in the proposed scope of work, as needed and upon request. The City will not require any zoning reviews or approvals for this Request. This Request includes tasks related to preliminary planning only.

COST PROPOSAL

The City would like to see a detailed cost proposal broken down by 'Task.' If the Vendor offers services beyond those detailed above, which would complement the services requested, the City would be open to viewing a cost breakdown of those additional services.

Additionally, the City requests the Vendor to include a detailed hourly rate schedule for personnel who may be assigned to this project (broken down by title) and for any reimbursable costs or fees. Vendor should include a "not to exceed" amount for reimbursable expenses. The City shall evaluate all cost proposals comprehensively.

PRESENTATIONS

The Contractor may be requested to present to the City's Board of Commissioners after the completion of Task II, III, IV, V, or intermittingly throughout this process. Presentations may include the sharing of deliverables, reports, findings, determinations and recommendations and may be conducted in a public forum. Consideration for these ad hoc services should not be included in the Contractor's project quote, but instead will be paid in accordance with the detailed hourly rate schedule provided in the Contractor's response. These ad hoc services shall be billed separately from overall project costs. The City's Board of Commissioners wishes to remain informed and updated throughout the entirety of this project, additionally their feedback and comments will be sought during each stage of the above listed 'Tasks.'

IV. PROPOSAL FORMAT

Proposals shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked "**SEALED PROPOSAL FOR FIRE FACILITY STUDY - DO NOT OPEN WITH REGULAR MAIL.**" **City requests Respondents to include a digital copy of their Proposal, via a USB drive or compact disc, to be submitted with their physical Proposal submission.**

1. **A Letter of Transmittal.** Which includes (a) the name of the company, (b) a contact person, (c) the names of individuals authorized to negotiate with the City, (d) current address (e) telephone number, (f) email address, and (g) the signature of an authorized representative of the Respondent.
2. **A Table of Contents.** Indicating the page where each section begins.
3. **Company Qualifications & References.** Should include a detailed summary of the company or firm. This section should also include company, and team specific, qualifications; specifically biographies if team members and integral personnel that will be assigned to this project. This section should also include a minimum of (3) three references to current or previous clients for which the Respondent has provided similar services.
4. **Proposal Response.** Your proposal response should elaborate on the requested Scope of Work; Responses should include a detailed timeline associated with the 'Tasks' requested, as well as any deviations or prohibitions concerning the requested services.
5. **Compensation – Fee Structure.** Respondent should include a comprehensive breakdown of all proposed compensation, costs and fees. Costs should be identified for each 'Task' phase of the Scope of Work, and Respondent should include an hourly rate schedule for project personnel, and a "not to exceed" amount for reimbursable expenditures. Respondent shall only be able to collect costs or fees that are identified within their proposal; the City shall not be responsible for costs or fees omitted from a participant's response.
6. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.
7. **Notice of Deviation.** *If applicable.* Deviations or prohibitions from the requested Scope of Work must be expressly disclosed.

V. EVALUATION PROCEDURES

1. Mandatory Criteria

The City will only consider proposals from Respondents who:

- A. Can demonstrate a proven history of successfully and reliably providing similar services, and products, to similar entities.
- B. Are in good standing with the City, as that term is defined in Commissioners’ Ordinance No. O-11-06.
- C. Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.
- D. Can demonstrate substantial compliance with this Request.

2. Evaluation Criteria

Respondents meeting the mandatory criteria will have their Proposals evaluated and scored based on the below criteria, with consideration of the preference for residential bidders as prescribed in KRS 45A.495 (where required). Award will be made to the Respondent whose Proposal is determined to be the most advantageous to the City. The following criteria shall be used to determine the most-qualified, evaluated Proposal:

Experience and Qualifications of Firm.	25 points
Approach to Work (including communication, planning, consultations and innovativeness).	25 points
Experience providing similar services to similar entities.	25 points
Pricing/ Fees.	25 points
Total	100 points

3. Respondent Questions

City shall answer any questions that Respondents may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Allison Hudson, Procurement Officer, at AHudson@covingtonky.gov. All answered questions shall be made available via the City’s website, www.covingtonky.gov. It shall be Respondent’s obligation to reference the City’s website, prior to submission of a Proposal. It

is each Respondent's responsibility to read this RFP in its entirety, and fully acquaint themselves with the Scope of Work outlined herein. The failure of the Respondent to do the foregoing does not relieve the Respondent from any obligation with respect to the Proposal submitted. If any Respondent is in doubt as to the true meaning of any part of the specifications, the Respondent should submit a written request for an interpretation.

4. Oral Presentations

Written or oral discussions may be conducted with any responsible Respondents who submit a Proposal determined in writing to be reasonably susceptible of being selected for award. Such presentations will provide firms with an opportunity to give a brief presentation of their proposal and answer any questions the City may have re: their response. Not all firms may be asked to make such oral presentations.

5. Award

Award shall be made to the Respondent whose Proposal is determined in writing to be the most advantageous to the City based upon the evaluation factors set forth herein, and the reciprocal preference for resident bidders required by KRS 45A.494.

6. Negotiation of Award

After the selection committee makes a final determination, the Awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure by any Respondent to timely respond or come to terms with the City will be cause for a rejection of the Proposal.

VI. STIPULATIONS AND REQUIREMENTS

The City of Covington has prepared this RFP to solicit responses from licensed architects, accredited planners, professional engineers, and other industry experts who can provide the services as outlined in this Request.

1. General Information

The City is a Kentucky Home Rule class City. The executive and legislative authority is vested in the Board of Commissioners, which consists of the Mayor and four Commissioners. The City Manager is the chief administrative officer and is responsible for day-to-day operations. The City Manager is assisted by various department heads and City staff. The City operates a full-service Fire Department, with associated EMS services, as well as a full-service Police Department. Additional City departments include: Department of Public Works, Neighborhood Services Department, Department of Economic Development, Administration Department, Legal Department and Finance Department. The City serves an approximate population size of 40,000+, and is currently the 5th most populated city in the state.

2. Proposal Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date**. The City in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

3. Revisions

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication on the City's website, www.covingtonky.gov. The City is not bound by any oral representations, clarifications, or changes made by any City employee, unless such clarification or change is provided to all Respondents in written addendum from an authorized representative of the City.

4. Anti-Discrimination Statement

The City expressly prohibits discrimination of any kind or manner. The City does not discriminate against any individual or vendor based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status. City of Covington Code of Ordinances § 37.01.

5. References and Experience

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) references in which they have provided similar or related services. References shall need to include at a minimum: company name, address, telephone number and contact person. Responding parties agree to authorize the City to verify references provided, so as to determine quality and manner of previous work performed.

6. Compliance with Laws

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Proposal.

7. Deviations from Specifications

All deviations from requested specifications must be clearly stated in your Proposal. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

8. Terms of Proposal

The City requests to view pricing information for services from qualified vendors who can provide and meet all specified requirements of this Request.

9. Subcontracting

The City is seeking responses from full-service providers. The requirements of this Proposal shall not be subcontracted to other agents, absent express written agreement from the City permitting such assignment.

10. Insurance Requirements

A. **Policies, Coverages, and Endorsements.** Respondent agrees to maintain, at its sole cost and expense, the following insurance policies with minimum coverage and limits required by the Commonwealth of Kentucky. Prior to an award of contract Respondent will be asked to name the City (its officers, agents and employees) as ‘Certificate Holders’ on the original policy and all renewals or replacements during the term of the agreement.

a) Commercial General Liability

(1) Each Occurrence \$1,000,000

(2) General Aggregate \$2,000,000

b) Professional Liability Insurance. Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Respondent or its sub-contractors and 2) the negligence or failure to render a professional service by the Respondent or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

B. **Worker's Compensation.** Responses to this Proposal will serve as an affirmation that Respondents are in compliance with the Commonwealth of Kentucky's requirements for Worker's Compensation Insurance, KRS Chapter 342. Should Respondent receive an award of contract and enter into an agreement with the City, the Respondent confirms their ongoing compliance with KRS Chapter 342 throughout the lifetime of their agreement with the City.

C. **Subrogation.** Vendor agrees to a waiver of subrogation to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents and employees. An endorsement should be furnished to the City upon request, and prior to an award of service.

D. **Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the City must be listed as the 'Certificate Holder' and which should be furnished to the City upon request, and prior to an award of service.

E. **Cancellation.** All relevant Vendor policies, including worker's compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the City of cancellation, nonrenewal and reduction in coverage. Mailed to: City Solicitor, 20 West Pike Street, Covington KY 41011.

12. Indemnification

Respondent shall agree to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties.

13. Non-Compliance with Proposal

It is understood and agreed upon by all parties, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this Request for Proposal, and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a. Cancel the contract in its entirety; OR
- b. Require the Vendor to provide the services as stated in this Proposal at the proposed price.

11. Response Request Disclaimer

This RFP does not commit the City to enter into a contract, or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

12. Conflicts of Interest Prohibition

By submitting a response, Respondent certifies that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks in KRS 45A.455, which are set forth herein as follows:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

8. Affidavits

Each Respondent must complete and submit the attached 'Non-Collusion Affidavit,' 'Campaign-Finance Affidavit,' and 'Certification Regarding Debarment, Suspension and Other Responsibility Matters,' with their Proposals.

9. Claims against the City

In consideration of the right to respond to this RFP, Proposer, waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any.

10. Governing Law

This RFP and any agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this RFP shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

11. Competitive Negotiations

It is the intent of the City that this RFP is conducted according to the competitive negotiation procedures set forth in KRS 45A.370. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Proposal to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

12. Public Information Notice

All Proposals submitted to the City will be kept in confidence by the '*Selection Committee*' and shall be used solely for the purpose of evaluating the Proposal for a possible award. The City retains the right to provide copies provided by Respondents to its staff, legal, technical, and financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by City staff.

Please note that all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Respondents should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Respondent's competitor.

- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said submitter or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said submitter in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

+ + END OF NON-COLLUSION AFFIDAVIT OF SUBMITTER + +

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

By the submission of this proposal, the prospective primary participant certifies to the best of his/her knowledge and belief, that it and its principals:

- I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- II. Have not, within a three-year period preceding this proposal, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- III. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- IV. Have not, within a three-year period preceding this Request for Qualifications, had one or more public transactions (Federal, State or local) terminated for cause or default.

Signed:

Printed Name:

Title:

Subscribed and sworn to before me this day of _____, 20__.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires

+ + END OF CERTIFICATION OF RESPONSIBILITY OF SUBMITTER + +

CERTIFICATION OF COMPLIANCE TO KRS 45A.485

KRS 45A.485 requires any Contractor or subcontractor performing work under this Agreement to reveal, prior to an award of contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wage and hour laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

KRS 45A.485

(1) Any state contract awarded under KRS Chapter 45A, 175, 176, 177, or 180 after July 15, 1994, shall require the contractor and all subcontractors performing work under the contract to:

- (a) Reveal any final determination of a violation by their respective company within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor; and
- (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor for the duration of the contract.

(2) A contractor's failure to reveal a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the Commonwealth's:

- (a) Cancellation of the contract; and
- (b) Disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

(3) A subcontractor's failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the Commonwealth's disqualification of the subcontractor from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

- The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.
- The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such

final determination(s) of violation(s). Attached is a list of such determination, and the state agency which issued the final determination.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____

+ + END OF CERTIFICATION OF KRS 45A.485 OF SUBMITTER + +