STURGILL
TURNER

Date: August 27, 2021
To: Fayette County Board of Education
From: Josh Salsburey
Subject: Memorandum of Agreement for Board Attorney Services

This memorandum serves as the Memorandum of Agreement ("MOA") between Sturgill, Turner, Barker & Moloney, PLLC ("Sturgill Turner") and the Fayette County Board of Education ("Board") for the provision of legal services by Sturgill Turner to the Board, as approved by the Board at a duly called meeting on September 13, 2021.

As confirmed by the signatures of their respective and duly authorized representatives, below, and in keeping with the provisions of Fayette County Public Schools Request for Proposal ("RFP") 10-21, the parties acknowledge and agree Sturgill Turner will provide legal services to the Board pursuant to the terms, conditions, and consideration set out in RFP 10-21 and Sturgill Turner's May 14, 2021 response to that RFP, both of which are incorporated into this MOA by reference, including but not limited to those documents' provisions on scope of work, fees and expenses, nondiscrimination, conflicts of interest, indemnity, insurance, termination, and compliance with applicable law. This MOA will be effective upon Board approval, and its initial term will end June 30, 2022, subject to the renewal provisions stated in RFP 10-21. All other terms and conditions are as stated in the provisions of RFP 10-21 and Sturgill Turner's May 14, 2021 response.

Tyler Murphy, Board Chair

9/27/2021
Date

Joshua Salsburey, Board Attorney

9.14.21
Date

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FAYETTE COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
859.381.3885
www.fcps.net/bids

Request for Proposals Number and Title RFP 10-21 Legal Services	**Department** General Counsel
Due Date/Time: Friday, May 14, 2021 at 2:00:00PM Local Time	**Term of Contract** Date of Board approval through June 30, 2021.

FCPS now uses www vendorregistry.com for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at www fcps net/bids and keep your profile updated to insure you are up to date on all FCPS Bids. Online bids and proposals must be submitted through Vendor Registry or by email as indicated in the solicitation

_____
Firm Name

_____ _____
Address **City/State/Zip**

_____ _____
Telephone/Fax **Email**

_____/____/_____ or _____/_____
Social Security Number **Employer Identification Number**

RFP DOCUMENTS AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/ AGREEMENT TERMS REQUIRED BY OFFEROR WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY OFFEROR

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items/services upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Offeror agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

Date _____

Company Name: _____

Name _____ Title _____

Signature _____

General Conditions of Bidding

1. Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.

2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.

3. The Fayette County Board of Education (Board) implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.

4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have self registered with the Board and have become approved contractors or vendors by contacting either Department of Economic Development, Division of Physical Support and Purchasing Department and are MBE certified. The contact person for the Department of Economic Development is VACANT, 859-381-4000. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.

5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.

6. To receive consideration bids must be received online through Vendor Registry prior to time designated in this invitation. None shall be accepted thereafter.

7. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid/proposal.

8. The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

9. By submitting a proposal in response to this RFP, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.

10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.

11. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this RFP. **FCPS reserves the right to determine if materials offered are the type and quality required.**

12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.

14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.

15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.

16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.

17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.

18. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

19. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.

20. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.

21. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

22. **KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**

23. This writing, along with the responsive proposal, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.

24. **This Request for proposal, along with proposal submitted, if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the proposal, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to RFP. Any and all terms considered integral to the proposal submitted must be included in or with the proposal document.**

25. Any addendums or updates to the RFP will be posted on www.fcps.net/bids. It is the offeror's responsibility to check the website for any updates.

26. **To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.**

27. All responses to this RFP become the exclusive property of FCPS. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain

confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

28. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under $25,000.00 will not require a bond. Purchase Orders issued that exceed $25,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.

29. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.

30. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.

31. The bidder certifies that it has read and will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

32. Suspension and Debarment
The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

33. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation ("Offeror"). Debriefing shall be requested in writing by the unsuccessful Offeror within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved

procurement website. An unsuccessful Offeror's written request for a debriefing shall be submitted to the purchasing officer.

34. Purchases by other Kentucky Government Entities:
Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

35. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

    Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of $40 for the State/FBI check and $10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

Purchases by FCPS Food Service

36. "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

37. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

38. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

39. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

40. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent

practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

41. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
42. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
43. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

44. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
45. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

46. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions

1. All questions must be submitted in writing by emailing matthew.moore@fayette.kyschools.us no later than the deadline listed in the anticipated timeline on Page 14.

2. Proposals must be submitted online at Vendor Registry or by emailing the proposal to matthew.moore@fayette.kyschools.us. If emailing please include the RFP number and title in the subject indicating it is an official proposal for the RFP. The file shall be a PDF file and not an active link.

3. Late proposals

   Any proposals received after the due date listed on the cover page shall be considered a late proposal.

4. **There will not be a public bid opening. Results of the RFP will be sent out upon award.**

5. **Contract is effective upon Board approval and ending June 30, 2021.** Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.

6. **Fuel Surcharges and other similar charges are not permitted**

7. **Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**

8. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.345, providing the best value. RFP may be awarded to multiple offerors if in the best interest of the district.** In determining the best value the following criteria shall be considered:

POINTS	CRITERIA
40	**Technical Proposal** Qualifications, including background and experience in providing work as identified in the Scope of Services section of this RFP
30	**References** - At least 3 current references of work done of a similar nature
30	**Cost Proposal** – Costs, including hourly rates for all levels of service and personnel, travel time costs, and costs for support service of work processing, copying, etc.

9. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.

10. RFP may be awarded based on initial offers/proposals and competitive negotiation may not be used.

11. Erasures or the use of typewriter correction fluid on proposal forms are unacceptable and may result in rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal.

12. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.

13. Successful offeror shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of RFP award.

14. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.

15. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.

16. Successful offerors shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.

17. It is the policy of the Board that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.

18. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.

19. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.

20. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.

21. **Termination for Default**

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

22. **Termination for Convenience**

The Purchasing Agent or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

The determination made by either the Purchasing Agent or the Superintendent, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

23. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this RFP/response.

24. Offeror Initiated Requirements
Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

25. **Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS.** Conflicts that exist with the content of this RFP, board policy or regulation and offeror initiated requirements may result in the rejection of the proposal.

26. **Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.**

27. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

28. Offeror must furnish all necessary insurance such as:

Workers' Compensation and Employer's Liability
Public Liability $1,000,000.00 minimum
Property Damage $1,000,000.00 minimum.

A Certificate of Insurance should be included with proposal or filed with the Purchasing Department within 10 days after notification of award.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

_____ Cover page completed
_____ Name and signature on Page 2
_____ Taxpayer Identification Number (if not a Corporation)
_____ Technical Proposal
_____ Cost Proposal
_____ References
_____ Resident Bidder Affidavit if declaring Resident Bidder Status
_____ Supplier Diversity Program Contract Forms (If applicable)
_____ Documentation of Good Faith Efforts (If applicable)
_____ Completed W9 form

Does your company allow EFT? Yes ____ No ____
If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

1. [ ] Yes I am a minority owned business. Certified [ ] Not Certified [ ]
   [ ] No If "yes" please identify type:
   African American [ ] Hispanic American [ ]
   Asian Pacific Islander [ ] Native American [ ]

2. [ ] Yes I am a woman owned business. Certified [ ] Not Certified [ ]
   [ ] No

3. [ ] Yes I am a veteran owned business. Certified [ ] Not Certified [ ]
   [ ] No

   If "yes" and certified please include a copy of certification.

4. [ ] Yes I am current employee of the Fayette County Public Schools or a retiree of any
   [ ] No KY School District?

ANTICIPATED TIMELINE

Date	Event
April 26, 2021	Release RFP
May 5, 2021	Deadline for RFP questions
May 7, 2021	Deadline for FCPS to respond to questions and post responses
May 14, 2021	Proposals due
May 17-21, 2021	Evaluation of proposals and selection of firm
May 24, 2021	FCPS Board meeting for approval of contract
May 25, 2021	Contract start date

DISTRICT OVERVIEW

Fayette County Schools is at the geographic center of the Kentucky Bluegrass region and serves a vibrant, diverse and rapidly growing community of about 330,000 residents. Fayette County and Lexington are the home of the University of Kentucky, Bluegrass Community and Technical College, Transylvania University as well as five other colleges and universities that are within less than 25 miles. The District is responsible for educating more than 41,000 students and is proud of its schools and classrooms which offer an engaging and relevant curriculum that builds on students' interests and abilities. Magnet programs and schools in the district, for example, include the School for the Creative and Performing Arts, STEAM Academy, elementary, middle and high school International Baccalaureate schools, Carter G. Woodson Academy (preparatory program for males with a focus on African-American history, and culture), Rise STEM Academy for Girls, among several others. The district is dedicated to providing enriched learning environments and a comprehensive system of supports to address the needs of each student as they prepare to excel in a global society. Most importantly, Fayette County Public Schools staff and Board of Education are committed to ensuring that all students have equitable and challenging learning experiences leading to successful transition to college and careers.

Student achievement is the main focus in our school district, where assessment results on state and national tests significantly outpace Kentucky averages. Although significant achievement gaps persist, high school students continue to score above state and national levels on the ACT.

With 69 schools and special programs, FCPS is the second largest school district in the state of Kentucky serving youngsters in preschool through grade 12. The school district is the third largest employer in the Lexington-Fayette County metro area. Diversity is key in our community, where the student population is 47.2 percent White, 23.1 percent African-American, 18.4 percent Hispanic, 4.9 percent Asian, and 6.4 percent other. We are a Title I school district, with 53.9 percent of our students qualifying for free or reduced lunch. Nearly 5,400 students in our district are learning English as a second language; collectively there are 95 different native languages spoken.

FCPS is composed of:

- 37 elementary schools
- 12 middle schools
- 6 high schools
- 3 technical centers
- 11 academic programs
- 3 administrative offices

Transparency, openness, and community involvement are core values for our school district, which is governed by an elected five-member Board of Education. Our board makes fiscally responsible decisions and seeks to drive resources into classrooms with the highest need. Thanks to overwhelming community support the board was able to pass a property tax to address longstanding facility needs, safety needs and since 2008, there have been 18 renovation projects and 4 new schools completed.

SCOPE OF WORK

The Board of Education of the Fayette County Public Schools is soliciting proposals from highly qualified and capable firms for Legal Services.

Legal services shall include providing legal advice to the Board on an as-needed basis, which may include, but is not limited to, contract review of contracts requiring Board approval and assisting the Board in the 2020-2021 superintendent search.

Firms responding to the RFP must:

- Have experience in advising school boards in school law.
- Have experience with Federal and State Education laws.
- Be in good standing of the state Bar Association

Proposal shall include:

- A narrative describing the firm's background and experience in providing general legal counsel concerning public education law. This information should describe the Proposer's approach to legal services, particularly general counsel services, and how the approach will create value for the District.

- Provide information concerning the number of clients in Kentucky, number of years in educational services, number of attorneys in firm.

- Resumes of all attorneys who would be providing the services should be included in the proposal.

FORMAT OF PROPOSAL

The proposal shall consist of seven parts: RFP documents; References; Technical Proposal; Cost Proposal; Added Value; and FCPS Supplier Diversity Program Contract Forms.

Part I is the RFP documents that are required to be signed and included with the proposal such as Page 1 and 2 of the RFP as well as the checklist on page 14. Any addenda that may be sent out should be included in this part. This will exclude the Supplier Diversity Program documents.

Part II is for references. Please include at least 3 current references of similar services provided to other clients.

Part III is the Technical Proposal. Technical proposal shall include all information related to the scope of work and specifications.

Part IV is the Cost Proposal, all costs associated with the scope of work and shall be included in this section.

Part V is the Added Value. Please submit any information that would be considered added value to your response that is not already discussed in the solicitation

Part VI is the FCPS Supplier Diversity Program Contract Forms Packet used for subcontracting if sub-contractors shall be used. If there will be no subcontracting please complete the waiver of non-participation and include it in this section.

Pricing subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

REFERENCES

Reference 1	
Business Name	
Address	
Phone Number	
Email	
Name of Contact	

Reference 2	
Business Name	
Address	
Phone Number	
Email	
Name of Contact	

Reference 3	
Business Name	
Address	
Phone Number	
Email	
Name of Contact	

PLEDGE OF NON-DISCRIMINATION

_____, is responding to RFP/BID # _____ issued
Insert Name of Company (hereinafter "Company")
by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

_____ _____
(Authorized Company Representative Signature) Date

_____
Print Name and Title

RFP / BID #: _____

This affidavit shall be completed if your company is a Kentucky based company.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING *RESIDENT BIDDER STATUS*

FOR BIDS AND CONTRACTS IN GENERAL:
The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
   a. Filed Kentucky corporate income taxes;
   b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
   c. Maintained a Kentucky workers' compensation policy in effect.

FCPS reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____

Address _____

_____

_____

Subscribed and sworn to before me by _____, _____
(Name) (Title)
of _____, this _____ day of _____, 201___.
(Company Name)

_____
Notary Public

My commission expires: _____

(Affix Notary Seal)

Fayette County Public Schools

Supplier Diversity Program

Contract Forms

Manager of Economic Development
Fayette County Public Schools
Department of Economic Development
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000

NOTICE OF REQUIREMENT FOR FCPS GOALS TO CREATE EQUAL OPPORTUNITIES AND MINORITY, WOMEN AND VETERAN-OWNED BUSINESS (MWVBE) CONTRACT PARTICIPATION

The mission of the Fayette County Public Schools (FCPS) is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society. FCPS values diversity, inclusion and equity. As one of the largest employers in Fayette County, we know the impact of how we spend the money entrusted to us by taxpayers has a far-reaching effect in the greater economic development of the entire community. As a result, the Fayette County School Board (Board) set goals that not less than twelve percent (12%) of the total value of this contract be subcontracted to MWVBEs if subcontracting will be utilized. The goal for the utilization of certified MWVBEs as subcontractors are recommended goals. All bids and requests for proposals will be reviewed in detail by the Office of Economic Development prior to awards being submitted to the Board for approval. Bidders who fail to meet such goals are expected to provide written explanations to the Manager of Economic Development 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 selection process.

FCPS reserves the right to work with the most responsible and responsive bidder. That means that the district may need to move to the next highest evaluated proposal in the event that the proposed winning bidder is unwilling and unable to demonstrate documented good faith efforts to comply with these requirements.

For assistance in locating capable MWVBE subcontractors, contact Manager of Economic Development at the address listed below:

Manager of Economic Development
Fayette County Public Schools
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000

The Board's commitment extends to all providers of goods and services, which are broken down into the following categories:

1. Construction Contractors
2. Professional Service Contractors
3. Vendor/Supplier of Tangible Goods and Commodities

Fayette County Public Schools
MWVBE Participation Goals

A. **DEFINITIONS**

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, operated and managed by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Women-Owned Business Enterprise (WBE) defined as a business certified as being at least 51% owned, operated and managed by a woman or women.

3) Veteran-Owned Business Enterprise (VBE): a business certified as being at least 51% owned, operated and managed by a veteran.

4) Good Faith Efforts are efforts, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts will be considered, along with any other relevant factors (See Schedule 1).

5) Certification: FCPS strongly prefers to work with certified MWVBEs. For projects over $30,000 certification is required for minority, women or veteran owned companies. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSDC); Women's Business Enterprise National Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

B. **GENERAL**

1) FCPS requests all potential contractors to make a concerted effort to include MBE, WBE and VBE businesses as subcontractors or suppliers in their bids if subcontracting will be utilized.

2) Toward that end, FCPS has established 12% of total procurement costs as a Goal for participation of MWVBEs.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (12%) for MWVBE participation and other requirements as outlined in this section.**

C. **PROCEDURES**

1) The successful bidder will be required to report to FCPS the dollar amounts of all payments submitted to MWVBE subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a MWVBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith

Efforts to replace the subcontractor / supplier with another MWVBE Firm; this is subject to approval by FCPS. (See FCPS MWVBE Substitution Form)

3) For assistance in identifying qualified, certified MWVBE businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The FCPS Purchasing Department and/or the Office of Economic Development and Supplier Diversity at 859-381-4100.

4) FCPS will make every effort to notify interested MWVBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

D. **OBLIGATIONS OF BIDDER FOR GOOD FAITH EFFORTS**

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWVBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written detailed documentation of their Good Faith Efforts to do so.**

2) Award of contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal (Bid Documents) includes the forms set out below. These forms must be completed and submitted as described:

   a. Workforce Analysis Report: FCPS values diversity and inclusion. We strive to work with companies that share our values. Please share the diversity of your workforce in this form. ***To be submitted with Bid Documents.***

   b. Current/Past MWVBE Contract Participation Form: This form will be used to capture your company's percentage of spend with MWVBEs on current or past projects. ***To be submitted with Bid Documents.***

   c. MWVBE Solicitation Report: This report verifies that your company contacted MWVBEs to submit quotes for this contract. ***To be submitted within 24 hours of Bid opening.***

   d. MWVBE Participation Form: This report verifies the MWVBE subcontractors and material suppliers to be used on this project. ***To be submitted within 24 hours of Bid opening.***

   e. MWVBE Utilization Form: This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work/material to be performed and the price as agreed with the Bidder/Contractor. This form must be completed and signed by the Bidder/Contractor AND the MWVBE subcontractor or material supplier. ***To be submitted within 24 hours of Bid opening.***

   f. Electronic MWVBE Subcontractor Payments: If awarded this contract, the prime contractor is obligated to submit a monthly report of all payments made to any MWVBE subcontractors or suppliers working on this project. MWVBE subcontractors are obligated to acknowledge receipt of payments made to them

by prime contractors. These electronic reports will be made and acknowledged on a monthly basis in the FCPS Diversity Compliance portal at https://fcps diversitycompliance.com

The Manager of Economic Development and Supplier Diversity will contact the prime contractor and MWVBE subcontractors to schedule mandatory online training. *To be processed monthly by the awarded bidder.*

g. MWVBE Subcontractor Substitution Form: If a MWVBE contractor selected for this project is not able to meet the obligations as assigned, the prime contractor is obligated to replace that MWVBE subcontractor through the Good Faith Efforts steps outlined in this document and to secure another MWVBE contractor with like skills at a comparable contract price. All required forms and documentation for this substitution should be returned to the Manager of Economic Development and Supplier Diversity. ***To be submitted by the awarded bidder if MWVBE substitutions are made.***

h. Waiver Form: Contact the Purchasing Department or the Manager of Economic Development and Supplier Diversity to discuss bids you believe have no opportunity for the utilization of any subcontractors. ***By prior FCPS approval only.***

4) Failure to submit this information as requested may be cause for rejection of bid.

Contractors shall use good faith efforts as set forth herein in order to progress towards the achievements of the MWVBE goals. However, FCPS shall not be required to pay any amounts in excess of the lowest responsible and responsive price or best evaluated bid to procure any goods or services, or to delay design, development or construction activities in order to progress towards the achievement of the MWVBE goals.

FCPS agrees the bid requirements shall obligate a contractor to agree to execute a contract by which it is contractually obligated to use good faith efforts as set forth herein, and that for a bid or price to be responsible and responsive, it must have been prepared by a contractor that agrees to be so contractually obligated. In the event that the lowest price or best evaluated bid is not responsible and responsive because the contractor does not agree to be contractually obligated to use good faith efforts as set forth herein, then that bid will be considered non-responsive and FCPS may re-bid that contract or select the next lowest responsive price or best evaluated bid, if permitted by applicable law.

FCPS Manager of Economic Development and Supplier Diversity will be made aware of participation goals of the lowest bidder on all projects. The Manager of Economic Development and Supplier Diversity will review any and all bids and requests for proposals to examine whether they are responsible and responsive with regard to good faith efforts as set forth herein. However, there shall be no obligation on FCPS to delay the project pending such review, and if any contractor that becomes contractually obligated to use good faith efforts as provided herein is ultimately determined to have not used such good faith efforts, the remedies of FCPS are set out above.

SCHEDULE 1

GUIDANCE CONCERNING GOOD FAITH EFFORTS
(To be submitted with Bid Documents)

Good faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the following may be considered, along with other relevant factors **(check all that apply)**:

_____ Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and/or publications of minority, women and veteran business organizations within a reasonable time, prior to the deadline for submission of bids to allow MWVBEs to participate effectively;

_____ Provided notice to a reasonable number of minority, women and veteran business organization of specific opportunities to participate in the contract within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;

_____ Sent written notices of proposal, by certified mail, e-mail or facsimile, to qualified, certified MWVBEs soliciting their participation in the contract within a reasonable time, prior to the deadline for submission of bids to allow them to participate effectively;

_____ Attempted to identify portions of the work for qualified, certified MWVBEs' participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units;

_____ Requested assistance from community organizations that work with minorities, women, and veterans in achieving the goal;

_____ Conferred with qualified, certified MWVBEs and explained the scope and requirements of the work for which their bids or proposals were solicited;

_____ Attempted to negotiate in good faith with qualified, certified MWVBEs to perform specific subcontracts; not rejecting them as unqualified without sound reason, solely based on price, or without a thorough investigation of their capabilities;

_____ Followed up initial solicitations of interest by contacting MWVBEs to determine their level of interest;

_____ Made efforts to refer interested MWVBEs to entities that may be able to assist them in obtaining required bonding, lines of credit, or insurance; and

_____ Effectively used the services available to minority, women, and veteran community organizations, minority, women, and veteran contractor groups, local, state and Federal minority, women, and veteran business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWVBEs.

A bidder or proposer shall submit documentation of good faith efforts when requested by the Manager of Economic Development and Supplier Diversity or the FCPS Board.

Fayette County Public Schools
Workforce Analysis Form
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

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)	
	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M
Administrators																
Professionals																
Superintendents																
Supervisors																
Foremen																
Technicians																
Protective Service																
Para-Professionals																
Office/Clerical																
Skilled Craft																
Service/Maintenance																
Total:																

I certify under penalty of perjury that the information contained in this document is correct.

_____ _____ _____

Bidder / Contractor **Title** **Date**

Fayette County Public Schools
Current/Past MWVBE Contract Participation
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

List current/past contracts (3-5 years) and MWVBE participation in each contract.

Owner	Contract Dates	Project Name & Location	Contract Sum	MWVBE Participation (%)

List MWVBE companies that worked on the projects named above.

Company	MBE WBE VBE	Contact Name	Email/Phone	Scope of Work

(If more room needed, attach separate sheet.)

I certify under penalty of perjury that the information contained in this document is correct.

_____ _____

Bidder / Contractor **Title** **Date**

Fayette County Public Schools
MWVBE Solicitation Report
(Form to be submitted within 24 Hours of Bid Opening)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

Total Bid/RFP Price or Estimate: $_____

I have contacted the following minority- women- and veteran-owned business enterprises and **will NOT be subcontracting any work with them** due to the reasons cited below: (Attach additional pages as necessary).

MWVBE Company w/ Contact Person & Phone #	Service/Supplies to be Provided	Reason Not Utilized	MWVBE Designation	
			Minority	
			Woman	
			Veteran	
			Minority	
			Woman	
			Veteran	
			Minority	
			Woman	
			Veteran	
			Minority	
			Woman	
			Veteran	
			Minority	
			Woman	
			Veteran	

(If more room needed, attach separate sheet.)

I certify under penalty of perjury that the information contained in this document is correct.

_____ _____

Bidder / Contractor **Date**

_____

Title

Fayette County Public Schools
MWVBE Participation Form
(Form to be submitted within 24 Hours of Bid Opening)

If awarded this bid/proposal, Bidder / Contractor will subcontract with the following MWVBE subcontractors / material suppliers:

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

Total Bid/Estimate: $_____

Total MBE $_____	**Total WBE $**_____	**Total VBE $**_____
Total MBE %_____	**Total WBE%**_____	**Total VBE%**_____

Work or Trade to be Subcontracted	MWVBE Business Name	MBE Total $	WBE Total $	VBE Total $

(For each MWVBE Subcontractor/Material Supplier, Attach Utilization Form)

I certify under penalty of perjury that the information contained in this document is true and correct. I am aware that in the event of a replacement of a MWVBE subcontractor, I will adhere to the replacement requirements set forth in the FCPS bid documents.

_____ _____

Bidder / Contractor Signature **Date**

_____

Title

Fayette County Public Schools
MWVBE Subcontractor / Material Supplier Utilization Form
(Form to be submitted within 24 Hours of Bid Opening)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work to be performed and the price as agreed with the Bidder / Contractor. This form must be completed and signed by the Bidder / Contractor **AND** the MWVBE subcontractor and material suppliers and submitted as part of the bid or proposal package.

MWVBE Company: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

MWVBE Subcontractor / Material Supplier Price Agreed: $_____

Description of Work: _____

_____

_____

Additional Notes: _____

_____

_____

I hereby certify under penalty of perjury that the above information is correct.

MWVBE Signature	**Date**	**Bidder / Contractor Signature**	**Date**
Title		**Title**	

Submit Separate Form per MWVBE Subcontractor / Material Supplier to be Utilized
Attach MWVBE Certification

Fayette County Schools
MWVBE Subcontractor Substitution Form
(Form to be utilized by Awarded General Contractor, as necessary)

Date: _____

Bid/RFP/Quote Reference # _____

Prime Total Contract Awarded $_____

The substituted MWVBE subcontractor listed below has been contacted and has 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 FCPS Economic Development for approval. By the authorized signature of a representative of our company, we understand that Good Faith Efforts procedures were followed in soliciting and retaining this contractor and documentation was submitted with this substitution form. This information will be entered into FCPS files for this project. Signature of both the prime and the MWVBE subcontractor is required below.

Reason for Substitution	
MWVBE Company being replaced (Include contact name/address/phone and email address)	
New MWVBE Company (Include contact name/address/phone and email address)	
Please attach MBE, WBE or VBE certification for new company	
Work to be Performed	
MWVBE Subcontractor Total Contract $	
MWVBE % of Total Contract	

I certify under penalty of perjury that the information in this document is correct. By reporting this substitution, my company is adhering to the substitution requirements set forth in the FCPS purchasing documents.

_____ _____

Prime Contractor/Title **MWVBE Subcontractor/Title**

_____ _____

Date **Date**

Fayette County Public Schools
Waiver for Participation of Minority-, Women- and Veteran-Owned Business Enterprises
(Form to be submitted with Bid Document)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

The above named bidder cannot fulfill its commitment to minority, women and veteran-owned business enterprises participation due to the following reasons:

_____ Items being bid are not applicable for subcontracting.

_____ Other – Provide detailed explanation: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

To the best of my knowledge and belief, the above information is accurate and true, and reflects our commitment to support the minority- and women-owned business enterprise initiative of Fayette County Public Schools.

_____ _____

Bidder / Contractor Signature **Date**

_____

Title

Response to Request for Proposal 10-21

Legal Services
Fayette County Public Schools

May 14, 2021

Sturgill, Turner, Barker & Moloney, PLLC
333 West Vine Street, Suite 1500
Lexington, KY 40507-1681
P: 859.255.8581 F: 859.231.0851
www.sturgillturner.com

FAYETTE COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
859.381.3885
www.fcps.net/bids

Request for Proposals Number and Title RFP 10-21 Legal Services	**Department** General Counsel
Due Date/Time: Friday, May 14, 2021 at 2:00:00PM Local Time	**Term of Contract** Date of Board approval through June 30, 2021.

FCPS now uses www vendorregistry.com for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at www fcps.net/bids and keep your profile updated to insure you are up to date on all FCPS Bids. Online bids and proposals must be submitted through Vendor Registry or by email as indicated in the solicitation

Sturgill, Turner, Barker & Moloney, PLLC
Firm Name

333 W. Vine St., Suite 1500
Address

Lexington, KY 40507-1681
City/State/Zip

859.255.8581/859.231.0851 (fax)
Telephone/Fax

jsalsburey@sturgillturner.com
Email

_____/_____/_____
Social Security Number

or

61 / 0576615
Employer Identification Number

RFP DOCUMENTS AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/ AGREEMENT TERMS REQUIRED BY OFFEROR WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY OFFEROR

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items/services upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Offeror agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

Date 05/14/2021

Company Name: Sturgill, Turner, Barker & Moloney, PLLC

Name Joshua M. Salsburey Title Member

Signature

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

__X__ Cover page completed
__X__ Name and signature on Page 2
__X__ Taxpayer Identification Number (if not a Corporation)
__X__ Technical Proposal
__X__ Cost Proposal
__X__ References
__X__ Resident Bidder Affidavit if declaring Resident Bidder Status
_____ Supplier Diversity Program Contract Forms (If applicable)
_____ Documentation of Good Faith Efforts (If applicable)
__X__ Completed W9 form

Does your company allow EFT? Yes __X__ No ____
If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

1. [ ] Yes I am a minority owned business. Certified [ ] Not Certified [ ]
   [X] No If "yes" please identify type:
   African American [ ] Hispanic American [ ]
   Asian Pacific Islander [ ] Native American [ ]

2. [ ] Yes I am a woman owned business. Certified [ ] Not Certified [ ]
   [X] No

3. [ ] Yes I am a veteran owned business. Certified [ ] Not Certified [ ]
   [X] No

   If "yes" and certified please include a copy of certification.

4. [ ] Yes I am current employee of the Fayette County Public Schools or a retiree of any
   [X] No KY School District?

REFERENCES

Reference 1	
Business Name	Scott County Public Schools
Address	2168 Frankfort Rd.
	Georgetown, KY 40324
Phone Number	502.316.5233
Email	brookerdiana@gmail.com
Name of Contact	Diana Brooker, Board Chair

Reference 2	
Business Name	Woodford County Public Schools
Address	330 Pisgah Pike
	Versailles, KY 40383
Phone Number	859.699.6818
Email	danibradley2014@gmail.com
Name of Contact	Dani Bradley, Board Chair

Reference 3	
Business Name	Morehead State University
Address	203A Howell-McDowell
	Admin. Building
	Morehead, KY 40351-1689
Phone Number	606.783.2452
Email	j.fitzpatrick@moreheadstate.edu
Name of Contact	Jane Fitzpatrick, General Counsel

STURGILL TURNER

Sturgill, Turner, Barker & Moloney, PLLC
333 West Vine Street, Suite 1500
Lexington, KY 40507
p. 859.255.8581 f 859.231.0851
www.sturgillturner.com

Joshua M. Salsburey
Member
jsalsburey@sturgillturner.com

May 14, 2021

Fayette County Board of Education
450 Park Place
Lexington, KY 40511

RE: RFP: Board of Education Legal Services – Technical Proposal

Dear Board Members:

Please consider this letter as the technical proposal from the law firm Sturgill, Turner, Barker & Moloney, PLLC regarding the above-mentioned Request for Proposal.

Since its founding more than 60 years ago, Sturgill Turner has been committed to providing clients with the highest quality legal services in a prompt, efficient, and economically feasible manner. Sturgill Turner is proud to count several school districts, colleges, and universities among its clients, serving those clients in a variety of matters including student rights and discipline, contracts and procurement, Open Records and Open Meetings, litigation, administrative hearings, and employment matters.

For more than 25 years, Sturgill Turner has proudly and faithfully served P-12 schools in both private and public education. We have represented school districts in dealing with federal regulatory agencies and in KBSA policy matters. We have assisted schools through challenging disciplinary hearings and employee evaluation appeals. We have helped schools navigate difficult personnel actions. We have successfully defended schools in administrative proceedings and in federal court against student claims brought under the Individuals with Disabilities Education Act.

Because of our experience representing P-12 school districts, school boards, higher education and other educational institutions, Sturgill Turner brings exceptional knowledge of state and federal laws impacting education, including the IDEA, Section 504, and the ADA. We are also well-versed on student matters, including student discipline, student health issues, and compliance with statutes such as the Family Educational Rights & Privacy Act (FERPA).

We have advised clients in challenging financial times through a variety of funding mandates, constraints, and difficult decisions. We have helped schools make advanced registered nurse

practitioner care available to students and employees on-site. We have served as special investigators of employee misconduct when the circumstances have required it.

Multiple attorneys will be available to assist in representation of the Board, including Josh Salsburey, who has a wealth of experience in working with school districts, universities, and other public agencies, and Jessica Stigall, who has strong experience litigating legal matters, including special education. Brief professional biographies for our education law attorneys and a brief history of Sturgill Turner are enclosed with this letter for review and consideration.

Attorneys:

- Josh Salsburey
- Jessica R. Stigall
- Bryan H. Beauman
- M. Todd Osterloh
- Donald C. Morgan

In addition to 28 attorneys, Sturgill Turner employs ten paralegals, two legal nurse consultants, ten legal secretaries and other administrative staff members to assist with the day to day operations of a complete legal services office.

Our commitment to education is demonstrated in the firm's service to our clients; participation in state education organizations like the Kentucky School Boards Association (KSBA) and its Council of School Board Attorneys; and our involvement in national organizations like the National School Board Association's Council of School Attorneys (COSA). We are well-familiar with the KSBA, its staff, and its functions, including the KSBA's school board policy services and processes. Moreover, at the invitation of organizations like the KSBA and the Kentucky Association of School Administrators, we have made several professional presentations to school board members, administrators, and attorneys. At COSA's invitation, Josh Salsburey has written articles and participated in a school safety symposium.

Sturgill Turner attorneys bring more than 25 years of experience in the representation of education institutions in general matters, litigation, and administrative proceedings. We have represented Fayette County Public Schools, as well as Scott County Schools, Madison County Schools, Jefferson County Public Schools, Montgomery County Schools, the University of Kentucky, Morehead State University, Eastern Kentucky University Northern Kentucky University, KCTCS, and several private schools and colleges in Kentucky. We have been called upon by United Educators and the Kentucky School Boards Insurance Trust to defend clients on a number of occasions, including personal injury claims, sexual assault allegations and other alleged intentional acts, as well as breach of contract and a host of employment law-based claims.

Our commitment to employment and labor issues has been recognized nationally as well. We are the only Kentucky law firm chosen to be a member of the Employment Law Alliance, the most comprehensive network of employment and labor lawyers in the world. This association provides us with immediate access to prominent employment and labor lawyers in every state and over 135 countries. Membership in the ELA also provides us with "value added" opportunities for our clients such as free webinars presented by some of the most knowledgeable and experienced employment and education law attorneys in the country.

References

Sturgill Turner currently serves two school districts in Kentucky in either litigation or general board work: Scott County Schools and Fayette County Public Schools. The firm also works closely with several college and university clients. Reference contacts are attached.

Thank you for this opportunity to present our firm's proposal. Our financial proposal is included under separate cover. We would be pleased to answer any questions the Board may have and will accept financial responsibility for all travel expenses incurred for oral presentation if required or requested. Thank you for your consideration.

Sincerely,

Sturgill, Turner, Barker & Moloney, PLLC

Josh Salsburey
Member

Enclosures

STURGILL TURNER

Sturgill, Turner, Barker & Moloney, PLLC
333 West Vine Street, Suite 1500
Lexington, KY 40507
p: 859.255.8581 f: 859.231.0851
www.sturgillturner.com

Joshua M. Salsburey
Member
jsalsburey@sturgillturner.com

May 14, 2021

Fayette County Board of Education
450 Park Place
Lexington, KY 40511

RE: RFP: Board of Education Legal Services – Cost Proposal

Dear Board Members:

Please consider this letter as the financial proposal from the law firm Sturgill, Turner, Barker & Moloney, PLLC regarding the above-mentioned Request for Proposal.

Sturgill Turner is committed to providing clients with the highest quality legal services in a prompt, efficient, and economically feasible manner. Sturgill Turner's extensive legal experience, combined with the depth of its available resources, strengthens the professional services its attorneys and paralegals may provide the Board. We are willing and able to attend Board of Education meetings on an "as-needed" basis.

The firm is willing to provide legal services to the Board at a rate of $210/hour for partners, $150/hour for associates and $90/hour for paralegals, respectively. Reimbursement for items such as copying would be at cost, and reimbursement for mileage would be at prevailing IRS mileage rates.

The firm's professional insurance carrier is Markel Insurance Company with limits of liability of $5,000,000/$5,000,000. A copy of the declarations page for this policy is enclosed. Additional documentation of this coverage is available if needed.

Thank you for this opportunity to present our firm's proposal. We would be pleased to answer any questions the Board may have and will accept financial responsibility for all travel expenses incurred for oral presentation if required or requested. Thank you for your consideration.

Sincerely,

Sturgill, Turner, Barker & Moloney, PLLC

Josh Salsburey
Member

over

60

years of

SERVICE

STURGILL
TURNER

WHY STURGILL TURNER

For more than 60 years, Sturgill, Turner, Barker & Moloney, PLLC has been committed to serving clients in Lexington, across the Commonwealth, and nationwide, with integrity. Whether we're counseling a family-owned business, a public school system, or a hospital, we're focused on delivering exceptional legal advice and results in an economical manner. When you work with Sturgill Turner, you'll gain access to a team of attorneys equipped to integrate an array of legal disciplines that provide you with comprehensive counsel and creative solutions. We are proud of our reputation among members of the bar and the community as experienced attorneys of sound character, with the recognitions to prove it:

10 Attorneys selected for inclusion in **KENTUCKY SUPER LAWYERS**®

9 Attorneys rated Martindale-Hubbell® **AV PREEMINENT**® by their peers

21 Attorneys peer-reviewed and recommended by the **BEST LAWYERS IN AMERICA**®

4 Attorneys under 40 named **KENTUCKY SUPER LAWYERS RISING STARS**®

10 Attorneys who have been recognized as **LAWYER OF THE YEAR** by the Best Lawyers in America®, 4 of whom have received this distinction more than once!

18 Practice areas ranked by the **BEST LAW FIRMS**®

We practice what we preach.

Sturgill Turner places great emphasis on employee satisfaction, and as a result, we are able to attract the sharp, dedicated talent we need to produce outstanding legal results for our clients. Being a 13-time Best Place to Work is about more than just winning an award, it's the way we do business.

SERVICE AREAS

Business Owners
- Business Formation & Planning
- Trademark & IP
- Business Acquisitions & Sales
- Business Disputes
- Succession Planning
- Bankruptcy

Education
- Higher Education
- K-12 Schools
- FERPA
- Title IX
- Student Discipline
- Open Records/Open Meetings

Employers
- ADA & FMLA
- Employee Discipline
- Personnel Policies
- Wage & Hour Issues
- Workers' Compensation

Healthcare
- Healthcare Law
- Long-Term Care Defense
- Managed Care
- Medical Malpractice

Non-Profit & Religious Organizations

Wills, Trusts & Estates

Governmental
- Civil Rights
- Municipal Law/Liability
- Utilities & Energy
- Personnel
- Law Enforcement

Torts & Insurance
- Automobile/UM/UIM
- Bad Faith
- Insurance Coverage
- Personal Injury

Arbitration

Mediation

STURGILL TURNER

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www.sturgillturner.com

EDUCATION LAW – P-12 SCHOOLS

Sturgill Turner's Education Law team advises public and private schools across the state on compliance with a variety of federal and state laws, including Open Meetings and Open Records, Model Procurement Code issues, Title IX, and the Americans with Disabilities Act.

Utilizing our team's depth of employment law experience, we're poised to help schools manage personnel matters, such as teacher/faculty tenure, performance, discipline and dismissal, and whistleblower/retaliation cases.

We're also well-versed on student matters, including student discipline, student health issues, and compliance with statutes such as the Family Educational Rights & Privacy Act (FERPA) and HIPAA.

We can counsel schools on litigation prevention practices and perform audits to uncover potential issues. Our attorneys are also prepared to assist school districts and school boards by acting as special investigators when circumstances require that an investigation of student or employee misconduct at any level be handled by an outside party.

Sturgill Turner's service to schools includes advice and representation in all aspects of education law including:

- General counsel services
- Litigation relating to state and federal anti-discrimination laws including Title VII, Title IX, Americans with Disabilities Act, FMLA, and the Age Discrimination in Employment Act
- Employee hiring and termination issues
- Section 504, special education, and due process hearings
- Teacher performance, discipline and dismissal
- Constitutional claims such as free speech, the separation of church and state, religious freedoms, search and seizure issues and due process
- Student discipline
- Records and FERPA
- Title IX compliance
- Open Meetings Act
- OCR, EEOC and KCHR charges and investigations
- Policy issues
- Construction, real estate, contractual matters, and school finance
- Redistricting issues
- Election issues
- School accidents/injuries and worker's compensation
- Wage issues
- Litigation Prevention Practices

P-12 EDUCATION LAW EXPERIENCE

Doe v. Logan, Kentucky Court of Appeals (decision affirmed qualified immunity for middle school faculty and staff against alleged failure to prevent sexual abuse by school employee.

S.S., a minor, by and through his parents and next friends v. Eastern Kentucky University, et al., Sixth Circuit Court of Appeals 06-6165 (affirmed summary judgment on claims brought by a student at Model Laboratory Middle School on IDEA claims).

Reynolds v. Stumbo, et al., Shelby Circuit Court, (obtained summary judgment on behalf of school defendants on claims of alleged failure to prevent teacher sexual misconduct).

King v. Silberman, et al., Fayette Circuit Court, (summary judgment granted on behalf of three supervisory school employees in defense of alleged employee sexual harassment).

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JOSHUA M. SALSBUREY

Member
jsalsburey@sturgillturner.com

EDUCATION

University of Kentucky, J.D. (2001)
Spring Arbor University, B.A. (1998)
Summa Cum Laude

SERVICE AREAS

Employment Law
Higher Education
K-12 Schools
Nonprofit & Religious Institutions
Special Investigations

AFFILIATIONS

National Association of College and University Attorneys

Employment Law Alliance

Higher Education Council of the Employment Law Alliance

Kentucky School Boards Association, Council of School Board Attorneys

National School Boards Association, Council of School Attorneys

Fayette County Bar Association

Kentucky Bar Association

ACCOLADES

Spring Arbor University, Young Leader Award (2012)

COMMUNITY OUTREACH

GO InterNational, Board of Directors

Board Chair (2017-2019)

Board Vice-Chair (2015-2017)

Governance Committee Chair (2015-2017)

Josh has established a successful education and employment practice, both as general counsel and as a litigation defense attorney. He represents and advises school districts, colleges, and universities in litigation, governance, and employment matters, including discipline, employee policies, the Family Medical Leave Act (FMLA), the Civil Rights Act (Title VII), the Americans with Disabilities Act (ADA), Title IX, Open Meetings and Open Records, contracts, and immunity challenges. Josh also represents a number of employers in both the public and private sectors.

Josh has received advanced training in Title IX investigations from ATIXA (Association of Title IX Administrators), and has served as a special investigator of employee misconduct when circumstances require the investigation be handled by an outside party.

SEMINARS

Handling Commercial Open Records Requests, Kentucky Municipal Clerks Association Annual Conference (2019).

Preserving Confidentiality and Privilege When Representing Public Boards, presentation for the Council of School Board Attorneys at the Kentucky School Boards Association Annual Conference (2019).

Solving the HR Puzzle: Combatting Harassment in a Changing Workplace, The Lane Report seminar (2018).

Discrimination & Harassment Training, Kentucky Association of School Administrators School Human Resource Leadership Program (2018).

Planes, Trains and Automobiles: Liability Issues Arising from Student Travel, University of Kentucky 2nd Biennial Education Law Conference (2017).

Basic Principles and Common Misunderstandings about Open Records, University of Kentucky 2nd Biennial Education Law Conference (2017).

Staying within Ethical Boundaries in Conducting School District Investigations, presentation for the Council of School Board Attorneys (CSBA) Winter Meeting (2016).

Key Issues in 2016 that Will Keep Administrators at U.S. Colleges and Universities up at Night, presentation for the Higher Education Council of the Employment Law Alliance (2016).

Drug Testing of City Employees, presented at the Kentucky League of Cities Annual Conference (2015).

Reasonable Accommodation or Regrettable Obligation? Don't Let Your Good Deed be Punishment, presented at the Kentucky Society for Human Resources (KYSHRM) Annual Conference (2015).

How to Conduct Effective Investigations, presented at the UK CLE Education Law Conference (2015).

The NLRB Comes to Campus: An Update on Union Activity at U.S. Institutions of Higher Education, presentation for the Higher Education Council of the Employment Law Alliance. (2015).

Take it from the Top: The First Amendment and Employment Law Matters, presented at the University of Kentucky's Annual Employment Law Institute (2014) (Author and Presenter).

Stay Out of My Face(Book): A School Attorney's Guide to Social Networking in the Workplace, presented at the Kentucky Bar Association's Annual Convention (2012) (Author and Presenter).

Whose Tube is YouTube? Knowing When a School can Discipline Cyber-Bullying and Other Student Internet Misconduct, presented at the Kentucky School Board Association's Annual Conference (2009) (Author and Presenter).

Common Misunderstandings about Open Records and Open Meetings: Five Truths Every School Administrator Must Know, presented at the Kentucky Association of School Administrators' Institute (2008) (Author and Presenter).

What Does the Statute Say? (The ABC's—and U.S.C.'s and C.F.R.'s—of Records Retention), presented as part of Records Retention: To Keep or Not to Keep, National Association of College and University Attorneys Annual Conference (2008) (Author only).

PUBLICATIONS

Don't Jump the Gun: Navigating Kentucky Law on Regulating Firearms in the Workplace, *Kentucky Constructor:* A Publication of the Association of General Contractors of Kentucky (2014).

"What's Mine is Yours": Tax Consequences of Employer-Sponsored Leave-Sharing Plans, *Inquiry & Analysis:* a publication of the National School Boards Association's Council of School Attorneys (October 2011).

Common Misunderstandings About Open Records and Open Meetings: Four Truths Every School Administrator Must Know, *Kentucky School Leader:* a publication of the Kentucky Association of School Administrators (Winter 2008).

Subduing the Subpoena: Suggestions for a More Manageable Approach, *Inquiry & Analysis:* a publication of the National School Boards Association's Council of School Attorneys (December 2007).

STURGILL TURNER

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www.sturgillturner.com

JESSICA R. STIGALL

Member
jstigall@sturgillturner.com

EDUCATION

Eastern Kentucky University, B.A. (2009)
Salmon P. Chase College of Law, J.D. (2012)
Henry Clay Scholar
Salmon P. Chase Inn of Court

SERVICE AREAS

Employment Law
Education Law – K-12 Schools
Higher Education Law

ACCOLADES

Best Lawyers in America® "Ones to Watch": Education Law; Labor and Employment Law – Management (2021)
Kentucky SuperLawyers Rising Star® (2020-21)

AFFILIATIONS

Central Kentucky American Inn of Court
Kentucky Defense Counsel
Kentucky Bar Association
KBA Young Lawyers Division
Fayette County Bar Association
FCBA Women Lawyers' Association
National Council of School Board Attorneys/ Kentucky Council of School Board Attorneys
Defense Research Institute

COMMUNITY OUTREACH

Junior League of Lexington: President (2021); Executive Board; Holly Day Market Chair (2017); Volunteer of the Year (2018)

PUBLICATIONS

Legal Ethics in Hollywood, *The Bencher* (Sept./Oct. 2012).

SEMINARS

To Post or Not To Post: Rules for Social Media and Your Future, presentation for Junior Achievement of the Bluegrass "JA Miss Business" (2019, 2020)

Jessica Stigall has extensive experience defending clients in both state and federal court, due to her background in private practice and as an assistant county attorney in Estill County. She focuses her practice in the firm's Employment Law, K-12 Schools and Higher Education Law practice groups.

She earned her law degree from the Salmon P. Chase College of Law and a B.A. in political science from Eastern Kentucky University. While in law school, Jessica served as a Chase Student Ambassador, was named to the Dean's List, was a member of the Salmon P. Chase Inn of Court, and was elected as the Student Bar Association Secretary and Vice-President.

Jessica grew up in La Grange but has called Lexington home since 2014. She gives back to her community as a member of the Junior League of Lexington, and as a volunteer for various other nonprofit organizations. In her free time, she enjoys being active, traveling and spending time with family and friends.

EXPERIENCE

Jessica began her legal career in Richmond, Kentucky where she practiced personal injury litigation, handled social security disability claims at the federal and appellate levels, and practiced real estate law, closing loans for both private and corporate clients. Jessica also practiced as an assistant Estill County Attorney, where she oversaw a variety or court proceedings including arraignments, preliminary hearings, juvenile adjudications and emergency removal hearings.

In 2014 Jessica began working for an insurance defense firm in Lexington, Kentucky where she successfully defended her clients throughout the Commonwealth in cases ranging from minor car wrecks, commercial trucking, premises liability, and products liability litigation. Jessica has taken numerous depositions and appeared in court rooms throughout Kentucky successfully arguing a litany of discovery and dispositive motions.

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BRYAN H. BEAUMAN

Member
bbeauman@sturgillturner.com

Bryan has more than 20 years of litigation experience in the areas of constitutional law and civil rights, education law, employment law, government and municipal defense, and representing closely-held businesses. He has counseled and defended some of the largest employers in the region in various employment law matters, and serves as the city attorney for a municipality in Central Kentucky. His unique understanding of the First Amendment and its application to cities, higher education institutions and K-12 schools is the hallmark of his practice. Bryan has litigated numerous cases involving the Establishment Clause and religious displays on government property. In his work with religious schools, Bryan applies a thorough comprehension of the constitutional limitations placed upon government intrusion and works closely with schools to protect their religious liberty appropriately.

Bryan has defended numerous claims before the EEOC charging race, gender, age, and disability discrimination and public employee speech claims. Bryan has also represented business owners in their entrepreneurial interests assisting as they serve as economic drivers in our local communities, offer dependable and supportive jobs for Kentucky families, and provide continuity of service to their customers.

EDUCATION

University of Kentucky, J.D. (1997)
Moot Court Board
W. L. Matthews Fellow
University of Kentucky, B.A. (1994)

SERVICE AREAS

Employment Law
Business Services
Government & Municipal Law
Higher Education
K-12 Schools
Nonprofit & Religious Institutions
Torts & Insurance

AFFILIATIONS

Employment Law Alliance

Higher Education Council of the Employment Law Alliance

Federal Bar Association

Kentucky Bar Association

Bourbon County Bar Association

Fayette County Bar Association

Defense Research Institute

ACCOLADES

Kentucky Super Lawyers®: Employment & Labor, Nonprofit Organizations, Schools & Education

Best Lawyers in America®: Employment Law - Management

Sixth Circuit Judicial Conference, Life Member

Alliance Defending Freedom, Senior Counsel (2010-2012)

COMMUNITY OUTREACH

Bourbon County Boys' Fund, Commissioner

SEMINARS

Freedom of Speech in the Workplace, a webinar for the Kentucky Defense Counsel (2019)

Judge Kavanaugh's Impact on the Supreme Court, Central Kentucky Lawyers Chapter of the Federalist Society (2018)

The Law of Political Speech in the Workplace Setting, UK Law/CLE 16th Biennial Employment Law Institute (2018)

Current Issues Under Title IX, UK Law/CLE 2nd Biennial Education Law Conference (2017)

The Rights of Religious Employees (and Employers), UK Law/CLE 15th Biennial Employment Law Institute (2016)

Representing Non-Profit Organizations: Special Issues for Religious Organizations, Indiana CLE Forum (2016)

How will the recent changes to the FLSA affect Businesses, Schools & Non-Profits, presentation for the Paris-Bourbon County Chamber of Commerce Lunch & Learn Series (2016)

Sexual Orientation, Gender Identity and Religious Liberty Issues in the Workplace, Kentucky Bar Association Convention (2016)

Workplace Wellness, presentation for the Paris-Bourbon County Chamber of Commerce Lunch & Learn Series (2016)

Guns in the Workplace, presentation for the Paris-Bourbon County Chamber of Commerce Lunch & Learn Series (2016)

You Don't Have to Go Home but You Can't Stay Here, presentation for the University of Kentucky on the Americans with Disabilities Act (2016)

Protecting the Family Farm through Business Organization and Estate Planning, presentation for the Bourbon County Farm Bureau Young Farmers Association (2016)

Addressing Complaints, presentation at the Education Law Association Conference (2015)

How to Handle Crisis Communications, presentation at the UK Law/CLE Inaugural Biennial Education Law Conference (2015)

Commandments, Crosses and Crèches - Oh My!: The Yellow Brick Road to First Amendment Compliance for Governmental Officials, CLE presentation at the Kentucky League of Cities Conference (2014)

PUBLICATIONS

Reining in Mayberry's Red-Light District (a discussion of regulation of sexually oriented businesses through planning, zoning and licensure controls of local governments), *For The Defense* (June 2007)

STURGILL TURNER

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333 West Vine Street, Suite 1500
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p: 859.255.8581 f: 859.231.0851
www.sturgillturner.com

M. TODD OSTERLOH

Member
tosterloh@sturgillturner.com

EDUCATION

University of Kentucky, J.D. (2004)
Kentucky Law Journal, Editor-in-Chief
Western Kentucky University, B.A. (2001)

SERVICE AREAS

Government & Municipal Law
Utilities & Energy

AFFILIATIONS

Kentucky Rural Water Association
Kentucky Municipal Utilities Association
Kentucky Bar Association
American Bar Association
Federal Bar Association
Fayette County Bar Association

COMMUNITY OUTREACH

Leadership Frankfort, Class of 2012

ACCOLADES

Best Lawyers in America® Utilities Law
Lexington Lawyer of the Year (2021)
Best Lawyers in America® Utilities Law

Todd's primary practice areas involve utility regulation and municipal defense. As a former Staff Attorney for the Kentucky Public Service Commission, Todd is well-equipped to represent utilities and intervenors in any case before the regulatory agency. He represents the second largest investor owned water utility in the Commonwealth, and has represented a number of municipal utilities before the Commission. Working closely with Jim Gardner, Todd has also represented solar developers, transmission companies, and other companies in the energy sector.

Todd has also represented more than two dozen municipalities in a wide variety of matters. He has represented Cities on cases ranging from a small 4-inch sanitary sewer service line to a massive 120-inch stormwater sewer line. Todd's municipal work extends beyond utilities. He also advises public agencies on eminent domain as well planning and zoning matters. He also frequently represents Cities and their law enforcement officers on cases alleging false arrest, malicious prosecution, abuse of force, wrongful death and wrongful conviction.

In addition to advising clients in utility and municipal law, Todd expanded his practice when he and his wife expanded their family. Since adopting a son several years ago, Todd has helped over a dozen families finalize the adoption of a child. Although adoptions are not a significant percentage of his practice, they are the most rewarding part of his practice.

EXPERIENCE

Represents an industry group on regulatory issues impacting commercial utility customers.

Represented public utilities and municipalities in rate cases before the Public Service Commission.

Successfully defended a public utility in a "show cause" investigation established by the Public Service Commission.

Assisted a water district in obtaining approval for Kentucky

Infrastructure Authority financing and a certificate of public convenience and necessity from the PSC.

Advised a water district on refund of sewer charges ordered by the Public Service Commission.

Represented a public utility and its corporate parents in an administrative case in which the entities received approval of a transfer of control.

Defended several municipalities in litigation involving sanitary sewer backups onto private property.

Advised a regional sanitation district on the legal duty of certain private property owners to pay storm water fees.

Obtained summary judgment on behalf of a municipality and its police officer on claims of false arrest and malicious prosecution in federal court.

Successfully briefed arguments related to municipal contracts on behalf of a municipality, its mayor, and city council members, for which the Kentucky Court of Appeals upheld dismissal of the plaintiff's complaint.

Secured a verdict in favor of his client in a forcible detainer bench trial in Fayette District Court.

Represented parents in adoption finalizations in Fayette, Franklin, Anderson, Jessamine and Scott Circuit Courts.

Law clerk to U.S. Magistrate Judge Tu Pham in Memphis, TN

Supreme Court of the Republic of Palau, Court Counsel

SEMINARS

Problems with Public Records Requests, CLE presentation for the National Business Institute "Advanced Legal Issues Affecting Local Government and Municipalities: The Ultimate Guide" (November 2018)

Open Meetings and Public Hearing Law Changes, CLE presentation for the National Business Institute "Advanced Legal Issues Affecting Local Government and Municipalities: The Ultimate Guide" (November 2018)

Panel Discussion of Open Records/Open Meetings, CLE presentation for the Municipal Attorneys Association of Kentucky (MAAK) (May 2018)

Open Meetings Laws & Public Records Issues, CLE presentation for the National Business Institute "Ensuring Local Governments Comply with the Law" Seminar (2017, 2015, 2013)

Advanced Legal Issues Affecting Local Governments and Municipalities: An Ultimate Guide, National Business Institute CLE (December 2016)

Utility Rate Setting, presentation at the Kentucky League of Cities Annual Conference (October 2012)

Contracts between Cities and Public Utilities, CLE presentation for the Municipal Attorneys Association of Kentucky (MAAK) (October 2011)

Numerous CLE presentations on the Open Records and Meetings Acts at the Water Personnel Training Seminars hosted by the Public Service Commission.

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www.sturgillturner.com

Donald C. Morgan

Attorney
dmorgan@sturgillturner.com

EDUCATION

University of Kentucky, B.B.A (2013)
Cum Laude

Wake Forest University School of Law, J.D. (2016)
Magna Cum Laude
Order of the Coif
Wake Forest Law Review, Editor-in-Chief

SERVICE AREAS

Employment Law
Education Law – K-12 Schools
Higher Education Law

ACCOLADES

Best Lawyers in America® "Ones to Watch": Education Law; Labor and Employment Law – Management; Administrative / Regulatory Law
Kentucky Super Lawyers® "Rising Star"

AFFILIATIONS

Central Kentucky American Inn of Court
Kentucky Bar Association
Fayette County Bar Association
American Bar Association

COMMUNITY OUTREACH

Rotaract Club of Lexington
Central Kentucky Region Sports Car Club of America: Board Member (2017 – Present); Secretary (2011); Membership Chair (2010)

Don Morgan is an associate practicing in the firm's Employment Law, K-12 Schools, and Higher Education Law practice groups. He has extensive experience helping clients achieve regulatory compliance with various government entities.

Don earned his law degree from the Wake Forest University School of Law and a B.B.A. from the University of Kentucky. While in law school, Don served as the editor-in-chief of the Wake Forest Law Review and participated in the Appellate Advocacy Clinic. He also completed a judicial internship for Kentucky Court of Appeals Chief Judge Glenn E. Acree.

Don is a Lexington native who enjoys serving the Lexington community as an active member of the Rotaract Club of Lexington.

PUBLICATIONS

Balancing Interests: How the Prescriptive Easement Doctrine Can Continue to Efficiently Support Public Policy, 50 WAKE FOREST L. REV. 1253 (2015).

RFP / BID #: 10-21

This affidavit shall be completed if your company is a Kentucky based company.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING *RESIDENT BIDDER STATUS*

FOR BIDS AND CONTRACTS IN GENERAL:
The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
   a. Filed Kentucky corporate income taxes;
   b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
   c. Maintained a Kentucky workers' compensation policy in effect.

FCPS reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature: [signature] | Printed Name: Joshua M. Salsburey

Title: Member | Date: 05/14/2021

Company Name: Sturgill, Turner, Barker & Moloney, PLLC

Address: 333 W. Vine St., Suite 1500
Lexington, KY 40507-1681

Subscribed and sworn to before me by Josh M. Salsburey (Name), Member (Title) of Sturgill, Turner, Barker + Moloney PLLC (Company Name), this 14th day of May, 2021

Rosanne Evans
Notary Public

My commission expires: July 31, 2021

ID #583437 (Affix Notary Seal)

PLEDGE OF NON-DISCRIMINATION

Sturgill, Turner, Barker & Moloney, PLLC, is responding to RFP/BID # 10-21 issued
Insert Name of Company (hereinafter "Company")
by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

(Authorized Company Representative Signature)

05/14/2021
Date

Joshua M. Salsburey, Member
Print Name and Title

Fayette County Public Schools
Waiver for Participation of Minority-, Women- and Veteran-Owned Business Enterprises
(Form to be submitted with Bid Document)

Project Name: FCPS Legal Services

Project Bid#: 10-21

Bidder / Contractor: Sturgill, Turner, Barker & Moloney, PLLC

Contact Person: Josh M. Salsburey

Address: 333 W. Vine St., Suite 1500, Lexington, KY 40507-1681

Phone: 859.255.8581

Email: jsalsburey@sturgillturner.com

The above named bidder cannot fulfill its commitment to minority, women and veteran-owned business enterprises participation due to the following reasons:

_X_ Items being bid are not applicable for subcontracting.

_____ Other – Provide detailed explanation: _____

To the best of my knowledge and belief, the above information is accurate and true, and reflects our commitment to support the minority- and women-owned business enterprise initiative of Fayette County Public Schools.

Bidder / Contractor Signature — **Date** 05/14/2021

Member
Title

QBE

QBE Insurance Corporation
A Stock Company

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

INSURER	UNDERWRITING OFFICE	PRODUCER
QBE Insurance Corporation 55 Water Street, New York, New York 10041	55 Water Street 20th Floor New York, NY 10041	Freberg Environmental Insurance Trading as: LawyerGuard 3407 W Dr. Martin Luther King Jr Blvd Suite 200 Tampa, FL 33607

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Terms appearing in **bold** are defined in the Policy.

Item 1: **Named Insured**: Sturgill, Turner, Barker & Moloney, PLLC
Mailing Address: 333 West Vine Street, Suite1500
Lexington KY 40507

Item 2: **Policy Period** From: April 1, 2021 To: April 1, 2022
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: Limit of Liability:

a. Each **Claim**	$5,000,000
b. Aggregate	$5,000,000

Item 4: Deductible Amount:

a. Each **Claim**	$10,000
b. Aggregate	$10,000

Item 5: Predecessor Firm(s):

Item 6: Premium:

Premium:	$60,616.00
Surcharges and Taxes (if any)	$4,121.89
Total Premium, Surcharges, and Taxes	$64,737.89

Item 7: Retroactive Date: NONE

Item 8:

A. Notice to **Insurer** of a **Claim** or circumstance:
QBE Insurance Corporation
Attn: The Claims Manager
55 Water Street
New York, New York 10041
Telephone: (877) 772-6771
Email: professional.liability.claims@us.qbe.com

B. All Other Notices to **Insurer**:
QBE Insurance Corporation
Attn: Underwriting
55 Water Street
New York, New York 10041
Telephone: (877) 772-6771
Email: MLPLadmin@us.qbe.com

Item 9: Endorsements Applicable to Coverage at Inception of Policy: See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, ALL MATERIALS SUBMITTED THEREWITH OR MADE A PART THEREOF AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE POLICY.

This Policy shall not be valid unless signed by a duly authorized representative of the **Insurer.**

Countersigned: March 12, 2021

Date

By Linda Lee Corrigan

Authorized Representative

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sturgill, Turner, Barker & Moloney, PLLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
333 West Vine Street, Suite 1500

Requester's name and address (optional)

6 City, state, and ZIP code
Lexington, KY 40507

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
6 1 – 0 5 7 6 6 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Mary Buckley | **Date ▶** 1/22/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*