

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of March, 2016, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "GOVERNMENT"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and Mosaic Community Planning, LLC (hereinafter "CONTRACTOR"), whose mailing address is 195 Arizona Avenue NE, Suite 123; Atlanta, Georgia 30307.

WITNESSETH:

WHEREAS, GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development (hereinafter "HUD") under the Federal Community Development Block Grant Program and the HOME Investment Partnerships Program;

WHEREAS, GOVERNMENT is required to complete an Analysis of Impediments to Fair Housing Choice in Lexington-Fayette County, Kentucky;

WHEREAS, GOVERNMENT has issued a Request for Proposals, RFP #54-2015 Analysis of Impediments to Fair Housing

WHEREAS, GOVERNMENT has selected CONTRACTOR to perform the herein described services;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written Agreement with CONTRACTOR;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

ARTICLE I

General Terms:

1. The terms of this Agreement shall be for a period beginning with the date first above written and continuing until June 30, 2016, unless within that period GOVERNMENT gives CONTRACTOR thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to CONTRACTOR.
2. The total amount of grant funds available for distribution by the GOVERNMENT shall not exceed \$36,275.00 for the support and performance of the herein described services and scope of work. Final payment will be made to the CONTRACTOR upon completion and delivery of final report, acceptable to the GOVERNMENT.
3. This Agreement shall include the following additional documents, which are attached hereto as Exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – RFP #54-2015, consisting of 45 pages;
 - b. Exhibit "B" – CONTRACTOR'S Formal Response to RFP #54-2015, consisting of 48 pages;

ARTICLE II

Obligation of GOVERNMENT:

To provide up to \$36,275 in grant funds for the support of the herein described services and scope of work.

To participate in the Analysis of Impediments to Fair Housing Choice planning process as provided by the CONTRACTOR'S Response to RFP 54-2015.

ARTICLE III

Obligations of CONTRACTOR:

1. CONTRACTOR shall perform the following services in the completion of an Analysis of Impediments to Fair Housing Choice in Lexington-Fayette County, Kentucky and in accordance with the proposal submitted in response to the Request for Proposal:
 - a. The CONTRACTOR will collaborate with the GOVERNMENT'S Division of Grants and Special Programs in the identification, development, scheduling, and implementation of activities designed to complete a HUD acceptable Analysis of Impediments to Fair Housing Choice (hereinafter "AI").
 - b. Work cooperatively with fair housing organizations in the collection of data and information needed and in the implementation of fair housing audits needed to complete the AI.
 - c. Work cooperatively with local and regional agencies, and with various GOVERNMENT departments to collect and analyze the data.
 - d. As part of the consultation and input process, conduct community forums/meetings in coordination with the GOVERNMENT as deemed necessary to complete the AI. Currently, the GOVERNMENT is proposing a minimum of one (1) community forum/public meetings to be held in a location chosen by GOVERNMENT. The GOVERNMENT will be responsible for site selection, and public notices while the CONTRACTOR will be responsible for inviting participants, preparing agendas, handouts and other presentation materials as appropriate as well as maintain transcripts and minutes of the forums/meetings and citizen comments received as a result of each public meeting.
 - e. The CONTRACTOR shall use current rules and guidelines, as well as *"The Suggested Format for the Analysis of Impediments"* in HUD's *Fair Housing Planning Guide (Chapter 2-Appendix, pp. 2-30 and 2-32)* and *24 CFR 570.601* as guide in preparing the AI. This includes the following elements:
 - i. An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been conducted that relate to fair housing.
 - ii. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area
 - iii. An examination of fair market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
 - iv. An evaluation of public and Private Sector policies and practices which affect the provision of fair housing including but not limited to:
 - Public services, building & safety codes,
 - Planning and zoning laws and site selections,
 - Neighborhood Revitalization, Municipal and other services, Employment, housing, transportation linkage,
 - Public Housing Agency and other Assisted Housing Provider Tenant selection procedures; Housing Choices for Certificate and Voucher holders,
 - Sale of subsidized Housing and possible displacement, property tax policies, planning and zoning boards, building codes (Accessibility).
 - Private Sector Lending Policies and Practices
 - Public and Private Sector, Fair Housing Enforcement, informational programs and visibility in housing
 - v. Identification of impediments to fair housing based on the above work in priority order with recommendations to address identified elements.

- vi. Identification of impediments to equal access to Housing in HUD programs regardless of sexual orientation or gender identity.
- f. The CONTRACTOR shall pursue all reasonable leads to identify and analyze private and public sector practices, policies and laws that create barriers to fair housing choice. These include, but should not be limited, to the following information and analysis on the effect of the following specific areas:
- i. Building, occupancy, health and safety codes on housing choice and the use of accessibility standards in local construction;
 - ii. Applicable zoning and land use laws and policies that place restrictions on group homes and or mobile home parks;
 - iii. Policies concerning the applicable of local neighborhood or site standards on new construction;
 - iv. Policies and practices that affect the equal provision of government services;
 - v. Policies concerning activities that cause displacement that may affect opportunities to select housing inside and outside areas of minority concentration, or housing that is accessible;
 - vi. Policies and practices that affect the representation of minorities and the disabled on planning and/or zoning boards and commissions;
 - vii. Policies and practices of housing assistance providers with respect to tenant selection, assignment, reasonable accommodation, Limited English Proficiency (LEP) , delivery of services, maintenance and accessibility.
 - viii. Provide extensive and in-depth statistical analysis that identifies potential areas of concerns, impediments, or patterns in the following areas: lending and insurance practices, improper or predatory lending practices, and infringement on fair housing choice and/or civil rights. The selected CONTRACTOR will utilize existing data available from HUD and other Federal agency databases and studies, State and local information sources, private industry reports, studies, and surveys conducted by the GOVERNMENT.
- g. Keep documentation of information gathered for the AI, methodology used, a list of individuals and groups participating in the development of the AI, and a record of outreach consultation/input activities conducted, and comments received.
- h. Prepare a professionally written, reproducible report which contains an introduction, overview of methodology, summary of findings, summary of impediments to Fair Housing Choice, detailed information about the impediments to Fair Housing Choice and recommended actions, current fair housing profile (including enforcement and trends), and statistical data and maps.
2. CONTRACTOR shall submit to the GOVERNMENT invoices requesting payment for services provided. Invoices shall include evidence of services provided.
 3. CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 4. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, or age. The CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, or handicap. CONTRACTOR will take affirmative action to insure that all employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this discrimination clause.

5. CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
6. CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement, for a period of (4) four years after the termination of all activities funded under this Agreement. CONTRACTOR shall also provide officials of the GOVERNMENT, officials of HUD, and the Comptroller General of the United States, or any of their authorized representatives, access to any pertinent books, documents, papers, or other records of CONTRACTOR which are pertinent to funds expended under the terms of the Agreement, in order to make audits, examinations, excerpts and transcripts. The right of access shall be for the period in which records are retained. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
7. The CONTRACTOR certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - d. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
8. Certification of Lobbying
 - a. No State funds appropriated to the CONTRACTOR pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any Federal or State legislation, or the outcomes of any Federal, State, or local election, referendum or initiative.
 - b. In addition, for any payment involving federal funds, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that for the preceding contract period, if any, and for this current period:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The CONTRACTOR shall require that the language of the certification be included in the award documents for all sub awards at all tiers and that all sub recipient s shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of the certification is s prerequisite for making or entering into this transaction imposed under section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
9. The CONTRACTOR shall comply with 1994's Senate Bill 258, provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the CONTRACTOR'S operations.
10. CONTRACTOR agrees to maintain an A+ Commercial General Liability and Umbrella Excess Liability Protection Insurance Coverage at an amount not less then \$1 million per occurrence for general liability and \$2 million per occurrence for excess liability, Errors and Omissions Protection at an amount not less then \$1 million, and Products and Completed Operations of at least \$1 million. GOVERNMENT will be endorsed on as an additional insured on the CGL policy.
11. CONTRACTOR shall defend, indemnify, and hold harmless the GOVERNMENT from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR'S negligent acts or misconduct, or errors or omissions, in connection with the performance of this Agreement; (b) CONTRACTOR'S performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the GOVERNMENT; or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event GOVERNMENT is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

ARTICLE IV

Additional Terms:

1. This Agreement may be terminated by the GOVERNMENT upon thirty days written notice, if CONTRACTOR materially fails to comply with any term of the Agreement in accordance with 24 CFR 85.43.
2. This Agreement may be terminated for convenience upon thirty days written notice by the GOVERNMENT in accordance with 24 CFR 85.44.
3. GOVERNMENT and CONTRACTOR each binds himself and his partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#54-2015 Analysis of Impediments to Fair Housing** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **December 16, 2015**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #54-2015 Analysis of Impediments to Fair Housing

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Estimated cost of services	20
2. Demonstrated knowledge and experience of Consultant and Consultant's key staff assigned to project in conducting research, data analysis and report preparation of similar work items as described in the Scope of Work Statement.	10
3. Demonstrate familiarity of Consultant/Consultant's key staff of fair housing laws and regulations and fair housing-related issues.	10
4. Demonstrated knowledge and experience of Consultant/Consultant's key staff assigned to project in methods for obtaining participation by diverse individuals and groups in development of similar work items as described in Scope of Work Statement.	10
5. Consultant's past experience in successfully completing Analyses of Impediments to Fair Housing Choice and similar work items as described in Scope of Work Statement in terms of quality of work, cost control, and compliance with performance schedules.	20
6. Consultant has proposed approach, methodology, tasks, and Plan of work to carry out the Scope of Work.	20
7. Consultant's capacity to complete work within 120 days of contract execution	10

See additional information about selection criteria in scope of work below.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via Economic Engine at:
<https://lfucq.economicengine.com>**

Or submitted to:

Todd Slatin
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859) 258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____
Name & Title

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

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

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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.

C. DEFINITIONS

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

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE 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 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 includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Commercial Automobile Liability per occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million
Professional Liability million aggregate	\$1 million per occurrence, \$3
Worker's Compensation	Statutory

Employer's Liability

\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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1. INTRODUCTION

Lexington-Fayette Urban County Government (LFUCG) is soliciting proposals from qualified consultant firms to produce the U.S. Department of Housing and Urban Development (“HUD”) mandated Analysis of Impediments to Fair Housing (“AI”) for submission to HUD. The AI must be conducted in accordance with HUD requirements and guidelines, covering a three-year period beginning with Program Year 2016 through 2019.

The Housing and Community Development Act of 1974, as amended, is the dominant statute for the Community Development Block Grant (CDBG) program. It requires that each federal grantee (LFUCG) certify to HUD's satisfaction that federal entitlement funds are administered according to the Fair Housing Act, which includes but is not limited to Civil Rights-related program requirements.

LFUCG's other AI's were conducted in 1998, 2000, 2005 and most recently in 2010 LFUCG's current AI and the Five-year Consolidated Plan are on a different time schedule and therefore the AI has become a stand-alone document.

The Analysis of Impediments will be used to evaluate, monitor, address, and resolve Fair Housing Issues.

Bidders must carefully examine this RFP and any addenda that may be posted on the Economic Engine website prior to submission of their proposal. Bidders must seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing prior to submission of their proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all vendors via the Economic Engine website; no other contact shall be made by the LFUCG to vendors regarding addenda to the RFP. It shall be the vendor's sole responsibility to check the Economic Engine website to determine if any addenda have been posted prior to the proposal due date.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

2. BACKGROUND

The purpose of the Analysis of Impediments to Fair Housing Choice (AI) is to:

- Serve as the substantive, logical basis of Fair Housing Planning;
- Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates.

The Analysis of Impediments to Fair Housing Choice (AI) involves at least the following basic components:

- Methodology (quantitative and qualitative data sources from the public and private sector).
- Analysis of data sources. Data sources would include surveys, testing, self-assessments, studies, and existing databases (such as HMDA) identified in the methodology.
- Identification of impediments identified in the analysis.
- Actions to address past and new impediments. These actions must contain goals and timetables.
- An assessment of conditions, both public and private, affecting fair housing choice;
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

3. SCOPE OF SERVICES

The Consultant selected will prepare an AI pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

The AI will be prepared in accordance with HUD's Fair Housing Planning Guide, Volume 1, which can be found on the internet at <http://www.hud.gov/offices/ftheo/images/fhpg.pdf>. The level of review and analysis called for in "The Suggested Format for the Analysis of Impediments" HUD's Fair Housing Planning Guide (Chapter 2-Appendix, pp 2-30 and 3-32) shall be considered the **minimum** acceptable standard for depth analysis.

The AI must focus on issues related to equal opportunity and affirmatively further fair housing under the Federal Fair Housing Act and other Civil Rights-Related Program Requirements. Consultants are asked to describe the tasks required to successfully carry out the Scope of Work listed below. Consultants may include additional services that the Consultant is capable of providing and which, in the Consultant's opinion, would enhance the implementation of the Scope of Work.

In preparing the AI, the following tasks are expected to be completed as part of the Scope of Work, and at minimum, include the following:

Jurisdiction Name and Date

1. Introduction and Executive Summary of the Analysis
 - 1.1. Who conducted
 - 1.2. Participants

- 1.3. Methodology Used
- 1.4. How funded
- 1.5. Conclusions
 - A. Impediments Found
 - B. Recommended Actions to Address Impediments
2. Jurisdiction Background Data
 - 2.1. Demographic Data
 - 2.2. Income Data
 - 2.3. Employment Data
 - 2.4. Housing Profile
 - 2.5. Maps
3. The Consultant will collaborate with the LFUCG's Division of Grants and Special Programs in the identification, development, scheduling, and implementation of activities designed to complete a HUD acceptable Analysis of Impediments to Fair Housing Choice (AI).
 - 3.1. Work cooperatively with fair housing organizations in the collection of data and information needed and in the implementation of fair housing audits needed to complete the AI.
 - 3.2. Work cooperatively with local and regional agencies, and with various LFUCG departments to collect and analyze the data.
 - 3.3. As part of the consultation and input process, conduct community forums/meetings in coordination with the LFUCG as deemed necessary to complete the AI. Currently, the LFUCG is proposing a minimum of one (1) community forum/public meetings to be held in a location chosen by LFUCG. The LFUCG will be responsible for site selection, and public notices while the Consultant will be responsible for inviting participants, preparing agendas, handouts and other presentation materials as appropriate as well as maintain transcripts and minutes of the forums/meetings and citizen comments received as a result of each public meeting.
4. The Consultants shall use current rules and guidelines, as well as ***"The Suggested Format for the Analysis of Impediments"*** in HUD's ***Fair Housing Planning Guide (Chapter 2-Appendix, pp. 2-30 and 2-32)*** and ***24 CFR 570.601*** as guide in preparing the AI. This includes the following elements:
 - 4.1. An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been conducted that relate to fair housing.

- 4.2. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area.
- 4.3. An examination of fair market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
- 4.4. An evaluation of public and Private Sector policies and practices which affect the provision of fair housing including but not limited to:
 - Public services, building & safety codes,
 - Planning and zoning laws and site selections,
 - Neighborhood Revitalization, Municipal and other services, Employment, housing, transportation linkage,
 - Public Housing Agency and other Assisted Housing Provider Tenant selection procedures; Housing Choices for Certificate and Voucher holders,
 - Sale of subsidized Housing and possible displacement, property tax policies, planning and zoning boards, building codes (Accessibility).
 - Private Sector Lending Policies and Practices
 - Public and Private Sector, Fair Housing Enforcement, informational programs and visibility in housing
- 4.5. Identification of impediments to fair housing based on the above work in priority order with recommendations to address identified elements.
- 4.6. Identification of impediments to equal access to Housing in HUD programs regardless of sexual orientation or gender identity.
5. The Consultant shall pursue all reasonable leads to identify and analyze private and public sector practices, policies and laws that create barriers to fair housing choice. These include, but should not be limited, to the following information and analysis on the effect of the following specific areas:
 - 5.1. Building, occupancy, health and safety codes on housing choice and the use of accessibility standards in local construction;
 - 5.2. Applicable zoning and land use laws and policies that place restrictions on group homes and or mobile home parks;
 - 5.3. Policies concerning the applicable of local neighborhood or site standards on new construction;

- 5.4. Policies and practices that affect the equal provision of government services;
 - 5.5. Policies concerning activities that cause displacement that may affect opportunities to select housing inside and outside areas of minority concentration, or housing that is accessible;
 - 5.6. Policies and practices that affect the representation of minorities and the disabled on planning and/or zoning boards and commissions;
 - 5.7. Policies and practices of housing assistance providers with respect to tenant selection, assignment, reasonable accommodation, Limited English Proficiency (LEP) , delivery of services, maintenance and accessibility.
 - 5.8. Provide extensive and in-depth statistical analysis that identifies potential areas of concerns, impediments, or patterns in the following areas: lending and insurance practices, improper or predatory lending practices, and infringement on fair housing choice and/or civil rights. The selected Consultant will utilize existing data available from HUD and other Federal agency databases and studies, State and local information sources, private industry reports, studies, and surveys conducted by the LFUCG.
6. Keep documentation of information gathered for the AI, methodology used, a list of individuals and groups participating in the development of the AI, and a record of outreach consultation/input activities conducted, and comments received.

4. SCHEDULE:

Demonstrate the capacity to complete the work within 120 days of contract execution, tentative schedule follows:

RFP Issued	November 16, 2015
Deadline for Submission of Proposals	December 16, 2015
Evaluation of Submissions	December 2015 – January 2016
Respondents notified of outcome of evaluations of proposals	January, 2016
Contract Executed and AI process commences	January 22, 2016
Preliminary /Draft AI report due	March 22, 2016
Deliverables in hand of department and term of contract ends	April 22, 2016

5. WORK PRODUCT DELIVERABLES DATES

1. **March 22, 2016:** Preliminary progress report due to the Division of Grants and Special Programs
2. **April 22, 2016:** Final AI due in the form of four (4) hard copies and one electronic copy of the final AI to the LFUCG Division of Grants and Special Programs.

All work must be completed in accordance with the scheduling requirements set forth above for acceptance by the LFUCG on or before April 22, 2016.

6. SOURCE OF FUNDS, FUNDS AVAILABLE AND BUDGET

Funding is provided by the LFUCG's Community Development Block Grant (CDBG) Program, issued by the U.S. Department of Housing and Urban Development (HUD).

7. COMPLIANCE AND REPORTING REQUIREMENTS

The Consultant must possess knowledge of multiple Federal Acts and Policies that may apply or have impact on pending and or future of Fair Housing and Civil Rights-Related Program Requirements. The consultant further agrees to furnish information to the LFUCG Division of Grants and Special Programs, as requested, on a timely basis to ensure HUD of compliance with pertinent provisions.

8. REQUIRED PROPOSAL FORMAT

In order to maintain uniformity with all proposals submitted, the Proposal must include sections that include the following information. Proposal content, completeness, clarity and conciseness are essential and will be considered when evaluating the RFP response. Submittal requirements include:

1. Cover Letter, signed by the person authorized to bind the company into any contract or agreement;
2. Complete legal name, address, telephone number, e-mail address,
3. DUNS number, and Tax Identification Number.
4. Business License
5. Description of the approach and methodology that the Consultant will employ in carrying out the work described in the Scope of Services;
6. Description of the participation expected from the Community Development Department and other LFUCG departments;
7. Description of the Consultant's background, qualifications and experience, the background and qualification of the staff to be assigned to the project, and the number of years in the business of fair housing and fair housing analysis;

8. Resume of Consultant and each key staff person that will be assigned to this project.
9. At least three (3) references of past clients with similar Scope of Works conducted and the period that was involved to complete each of the client's projects. Include company name, address, contact name and phone number;
10. One hard copy of a sample AI the Consultant has completed;
11. Work Plan, including itemized timeline projecting key project benchmarks, individual responsibilities, and work products.
12. Proposed budget detailing all estimated costs to complete Scope of Work. All costs incurred with connection with the preparation and submission of a response proposal to this RFP and participation in this procurement shall be borne solely by the Consultant. The LFUCG, shall not, under any circumstances, be responsible for or defray any such costs incurred by the Consultant.
13. Assume a January 22, 2016 start date (Actual start date may be earlier or later) and a April 22, 2016 end date;
14. Provide an all-inclusive fee to complete the AI, as described in this RFP. Any work which Consultant proposes but which would not be included in the all-inclusive price must be clearly stated with the cost for such additional work;
15. Copy of current insurance;
16. Signature of Authorization (included);
17. Minority Business Questionnaire (included);
18. Statement of Non-collusion by Consultant (included);
19. Agreement of Indemnification/Acknowledgement of Procurement Practices (included).

9. SELECTION CRITERIA

Proposals shall be evaluated and ranked according to the following criteria:

Criteria				Points
1. Estimated cost of services Score = Lowest Price of All Submittals/Firm's Price x Total Number of Points Available				Maximum 20
Scoring Example	Firm A	Firm B	Firm C	
Price	\$ 20,000.00	\$ 35,000.00	\$ 50,000.00	
Total Number of Points	20	20	20	
Best Price	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
Weighted Score	20.0000	11.4286	8.0000	
2. Demonstrated knowledge and experience of Consultant and Consultant's key staff assigned to project in conducting <u>research</u> , <u>data analysis</u> and <u>report preparation</u> of similar work items as described in the Scope of Services Statement.				Maximum 10

<p><u>Scoring</u> Respondent demonstrates knowledge and experience in all of the following work items, research, data analysis and report preparation as described in the Scope of Services Statement – 10 points</p> <p>Respondent demonstrates knowledge and experience in at least 2 of the following work items, research, data analysis and report preparation as described in the Scope of Services Statement – 5 points</p> <p>Respondent demonstrates knowledge and experience in at least 1 of the following work items, research, data analysis and report preparation as described in the Scope of Services Statement – 2 points</p> <p>Respondent demonstrates knowledge and experience in none of the following work items, research, data analysis and report preparation as described in the Scope of Services Statement – 0 points</p>	
<p>3. Demonstrate familiarity of Consultant/Consultant’s key staff of fair housing laws and regulations and fair housing-related issues.</p> <p><u>Scoring</u> 5 or more years experience with fair housing laws/regulations and fair housing-related issues – 10 points</p> <p>3 or more years experience with fair housing laws/regulations and fair housing-related issues – 5 points</p> <p>1-2 years experience with fair housing laws/regulations and fair housing-related issues – 2 points</p> <p>No experience with fair housing laws/regulations and fair housing-related issues – 0 points</p>	<p>Maximum 10</p>
<p>4. Demonstrated knowledge and experience of Consultant/Consultant’s key staff assigned to project in methods for obtaining participation by diverse individuals and groups in development of similar work items as described in Scope of Work Statement.</p> <p><u>Scoring</u> Respondent lists 5 previous clients with similar projects/work items and all references give excellent response on quality of service – 10 points</p> <p>Respondent lists 3 previous clients with similar projects/work items and all references give excellent response on quality of service – 5 points</p> <p>Respondent lists 1 previous clients with similar projects/work items and all references give excellent response on quality of service – 2 points</p> <p>Respondent lists 0 previous clients with similar projects/work items – 0 points</p>	<p>Maximum 10</p>
<p>5. Consultant’s past experience in successfully completing Analyses of Impediments to Fair Housing Choice and similar work items as described in Scope of Work Statement in terms of quality of work, cost control, and compliance with performance schedules.</p>	<p>Maximum 20</p>

<p><u>Scoring</u> Respondent has successfully completed 5 previous similar projects – 20 points</p> <p>Respondent has successfully completed 3 previous similar projects – 10 points</p> <p>Respondent has successfully completed 1 previous similar projects – 5 points</p> <p>Respondent has successfully completed 0 previous similar projects – 0 points</p>	
<p>6. Consultant has proposed approach, methodology, tasks, and Plan of work to carry out the Scope of Work.</p> <p><u>Scoring</u> Respondent has included a proposed approach, methodology, task list and plan to complete the work with <u>minimal</u> participation by LFUCG staff – 20 points</p> <p>Respondent has included a proposed approach, methodology, task list and plan to complete the work with <u>some</u> participation by LFUCG staff – 15 points</p> <p>Respondent has included a proposed approach, methodology, task list and plan to complete the work with <u>extensive</u> participation by LFUCG staff – 10 points</p> <p>Respondent has not included a proposed approach, methodology, task list and plan to complete the work – 0 points</p>	<p>Maximum 20</p>
<p>7. Consultant's capacity to complete work within 180 days of contract execution</p> <p><u>Scoring</u> Respondent has demonstrated the ability to complete the work within 120 days of contract execution – 10 points</p> <p>Respondent has not demonstrated the ability to complete the work within 120 days of contract execution – 0 points</p>	<p>Maximum 10</p>

Maximum Score: 100

The LFUCG reserves the right to obtain clarification of any point in proposals or to obtain additional information necessary to evaluate a particular proposal or determine Proposer's capacity to receive a Federal Award. This includes but is not limited to a search under the federal System for Award Management (SAM.gov), and other etcetera.

An interview with some or all of the respondents may be requested.

EXHIBIT B



Response to RFP #54-2015

Proposal to Prepare an Analysis of Impediments to Fair Housing Choice for the Lexington-Fayette Urban County Government

Submitted on: December 16, 2015



Mosaic Community Planning, LLC
195 Arizona Ave NE, Suite 123
Atlanta, Georgia 30307
404.831.1395
www.mosaiccommunityplanning.com



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December 14, 2015

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Dear Purchasing Director:

On behalf of Mosaic Community Planning, LLC I am pleased to offer this response to the Lexington-Fayette Urban County Government (LFUCG)'s Request for Proposals #54-2015, regarding development of an Analysis of Impediments to Fair Housing Choice. Our proposed team brings over 60 years of combined experience assisting local governments with their planning needs, specifically including planning and analysis related to HUD grant programs. Before forming Mosaic Community Planning, Mosaic's principals worked together at WFN Consulting, where, in the last five years alone, we completed 25 fair housing analyses (22 AIs, 2 Regional AIs, and 1 FHEA). During the same period, we also produced Consolidated Plans, Annual Action Plans, and CAPERs for over 15 client jurisdictions.

We thoroughly understand HUD's AI requirements and are prepared to assist LFUCG not only with completion of the AI, but in navigating the rapidly shifting fair housing landscape. We are well aware of the AFFH Final Rule and the changes it will bring to fair housing planning. In fact, our AIs are designed to address both the current AI and the new AFH standards so that LFUCG will be as prepared as possible to meet the AFH requirements as HUD phases in the new format.

Mosaic's team offers a breadth of experience related to community planning and economic development, affordable and fair housing, stakeholder engagement, quantitative research and analysis, and GIS mapping. We provide our clients with plans tailored to address local needs, resulting in successful submissions to HUD. As our background represents both planning and grant management, our firm has a unique understanding of the work to be performed for the Lexington-Fayette Urban County, including proficiency with HUD's regulations, access to official (and unofficial) guidance, and familiarity with HUD's Office of Fair Housing and Equal Opportunity AI checklist.

As the undersigned representative, I am authorized to negotiate a potential contract on behalf of Mosaic. Please feel free to contact me by phone at (404) 831-1395, or via email at jeremy@mosaiccommunityplanning.com. Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Jeremy D. Gray
Partner and Project Manager
Mosaic Community Planning, LLC



FIRM INFORMATION

COMPLETE LEGAL NAME and CONTACT INFORMATION

Mosaic Community Planning, LLC
195 Arizona Avenue NE
Suite 123
Atlanta, Georgia 30307
404.831.1395
jeremy@mosaiccommunityplanning.com
www.mosaiccommunityplanning.com

DUNS NUMBER

08-007-2553

FEDERAL TAX IDENTIFICATION NUMBER

47-5615120

MBE/WBE STATUS

Mosaic Community Planning, LLC is a women-owned small business. Principal partners Shuna Mason and Melissa Mailloux own a combined two-thirds of the firm. We are committed to partnering with other women- or minority-owned small businesses, and our project team also includes sole practitioner Kelley Gray, as reflected in the MWDBE Participation Form attached to this proposal.

INSURANCE REQUIREMENTS

Proof of Mosaic Community Planning's current insurance coverage is provided as an attachment to this proposal. Should LFUCG select Mosaic as contractor, Mosaic certifies that it will obtain additional insurance coverage so as to meet the minimum limits stipulated in LFUCG's Risk Management Provisions – Insurance and Indemnification. Mosaic will provide a Certificate of Insurance showing LFUCG as an additional insured.



Additional Protected Classes

In addition to the federally protected classes of race, ethnicity/color, national origin, religion, sex, familial status, and disability status, the Lexington-Fayette Urban County Government also extends protection from housing discrimination based on **sexual orientation** and **gender identity**.

To the fullest extent possible, Mosaic will include both of these additional protected classes in all analyses, and will identify any impediments to housing choice based on sexual orientation or gender identity.

APPROACH AND METHODOLOGY

Mosaic Community Planning’s Analysis of Impediments to Fair Housing Choice (AI) will identify public and private sector barriers to housing choice in Lexington-Fayette County, and recommend customized, workable solutions to overcome them. The study will serve as a substantive basis for fair housing planning in Lexington-Fayette County, and provide essential information to policymakers, administrative staff, housing providers, lenders, and fair housing advocates. It will review regulations and administrative policies, procedures, and practices, and discuss their effects on housing location, availability, and accessibility.

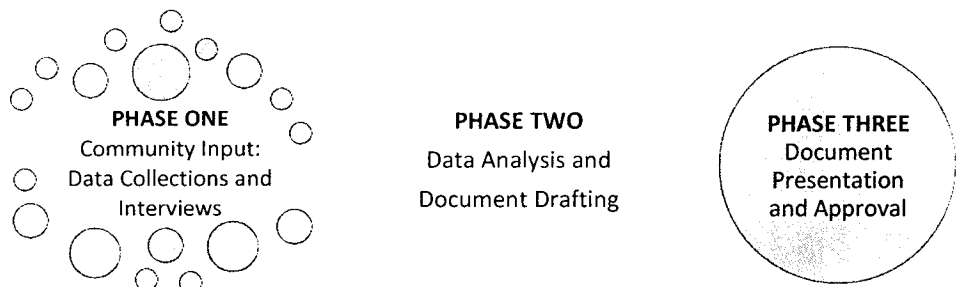
In developing this AI, Mosaic will rely on the following definitions, as outlined by HUD and contained in its *Fair Housing Planning Guide*:

1. **Fair Housing Choice** – the ability of persons of similar income levels to have available to them the same housing choices regardless of race, color, religion, sex, disability, familial status, or national origin.
2. **Impediments to Fair Housing Choice** – any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin, which restrict housing choices or the availability of such choices, or any actions, omissions, or decisions that have the effect of such restrictions.

In July 2015, HUD finalized a new Affirmatively Further Fair Housing (AFFH) regulation that, beginning with 2017 submissions, will require grantees to prepare an Assessment of Fair Housing (AFH) rather than an AI. The phasing-in of this new rule will exempt LFUCG from having to produce an AFH next year, however, Mosaic’s familiarity with the new AFH standards, mapping technology, and assessment tool allows us to create a document that effectively satisfies both the AI and AFH criteria. Mosaic’s AI for Lexington-Fayette County will fully comply with the requirements of the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and HUD’s Fair Housing Planning Guide, but also prove an excellent bridge into the new AFH requirements.

OVERVIEW OF THE AI PROCESS

Mosaic’s proposed approach to LFUCG’s AI is grounded in the collection of broad community input and thorough quantitative and qualitative data. This comprehensive research will form a solid basis for the identification of impediments and the recommendation of customized strategies to address them. Internal and public review periods will allow for refinement of the document prior to submission to HUD. The study will involve three distinct phases:





Phase 1. Community Input Activities: Data Collection and Interviews

1. Review LFUCG's 2009 Analysis of Impediments, 2015 5-Year Consolidated Plan, recent One-Year Action Plans and CAPERs, Citizen Participation Plan, 2013 Comprehensive Plan, small area plans, transportation plans, and other relevant documents.
2. Participate in a driving tour of Lexington-Fayette County to gain an understanding of its character, residential and commercial areas, and recent new development.
3. Gather demographic, socioeconomic, GIS, and land use information from LFCUG, HUD, the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, the U.S. Bureau of Economic Analysis, the Federal Financial Institutions Examination Council, and other data sources and organize into relevant charts, maps, and graphs.
4. Conduct community meetings, interviews/focus groups, and a survey to gather input regarding fair housing and other housing/community development needs.
5. Collect fair housing complaint data from HUD's Fair Housing and Equal Opportunity Office, the Lexington Fair Housing Council, the LFUCG Human Rights Commission, and from any other appropriate fair housing agencies.
6. Research zoning laws, subdivision regulations, building codes, and other local government requirements that could potentially create barriers to construction of affordable, multifamily, and/or accessible housing.

Phase 2. Data Analysis and Document Drafting

7. Analyze socioeconomic data, housing data, and lending data to identify concentrations of protected classes, factors that may be influencing the development of these concentrations, and potential fair housing implications.
8. Analyze all quantitative and qualitative data collected in Phase I to identify potential fair housing issues and draft impediments to fair housing choice.
9. Analyze the scope and impact of fair housing efforts by LFUCG, the Lexington Fair Housing Council, the LFUCG Human Rights Commission, and other agencies, including training for real estate professionals and the general public.
10. Compile a comprehensive list of potential impediments to fair housing choice in Lexington-Fayette County, along with specific supporting data. Assess the impact and analyze the scope of each impediment identified. Propose realistic solutions and recommend specific actions LFUCG can take to overcome the impediments.

Phase 3. Presentation and Approval of Documents

11. Provide a draft of the AI for review and comment by appropriate LFUCG staff prior to a public review period. With staff input, refine strategies, milestones, timetables, and result indicators for addressing impediments.
12. Hold a public review period and hearing to receive comments on the draft. As needed, make presentations before LFUCG staff, elected bodies and/or the public about impediments and recommended strategies for overcoming them.
13. Revise AI as needed based on public comments and/or staff comments.
14. Prepare appendices including data sources, interview and meeting participants, copies of flyers and other ads, stakeholder comments, and other relevant items.
15. Finalize the document and prepare for submission to HUD.



Our community engagement process will include, but will not be limited to:

- LFUCG staff and elected officials
- Lexington Fair Housing Council
- LFUCG Human Rights Commission
- Lexington Housing Authority
- Lexington Habitat for Humanity
- Lexington Community Land Trust
- Housing providers and developers
- Neighborhood association leaders
- Banks and other financial institutions
- Real estate agents and associations
- Community development corporations
- representatives
- Members of the general public

APPROACH TO COMMUNITY OUTREACH

In order to receive as much meaningful public participation as possible, Mosaic's community outreach process will include:

- **A minimum of two (2) community meetings** held at times and places convenient for public participation, including minority and low-income residents;
- **Interviews and focus groups** with LFUCG staff, elected officials, fair housing advocates, local nonprofit organizations, housing providers, real estate agents, and other key stakeholders;
- **A public hearing** on the draft AI at a time and place convenient for public participation, including minority and low-income residents; and
- **A fair housing survey** for residents and persons working in Lexington-Fayette County, including non-profit organizations and community advocates. The survey will be available online and in hard copy in English and Spanish.

Mosaic will coordinate with LFUCG staff to develop a publicity strategy for public participation that will minimize the need for assistance from the County. While the strategy will depend on input from Community Development Department staff, Mosaic anticipates developing the following:

- Newspaper notices for publication in the Lexington Herald-Leader, the Key Newsjournal, and other local papers;
- Flyers in English and Spanish for distribution to neighborhood associations, public libraries, churches, fair housing agencies, housing and community development organizations, Urban County Council members and staff, and others;
- A press release for distribution to local media;
- Scripts and schedules for social media posts, including Facebook and Twitter; and
- Scripts for advertisement on LFUCG's cable access channel and website.

We will prepare presentation materials for all meetings, along with any agendas and handouts. The AI will include documentation of the public participation process – lists of individuals and agencies consulted, public meeting sign-in sheets, complete survey results, and key themes from interviews, focus groups, surveys, public meetings, and other outreach efforts.

IMPACT Stakeholder Engagement Model

Our IMPACT Stakeholder Engagement Model combines innovative, industry-leading techniques from multiple disciplines into a methodology uniquely suited to HUD's imperative to engage those who have traditionally been marginalized from the community planning process.

Identify the Stakeholders - We know how important it is to have the right people at the table. An initial step in every client engagement is to identify stakeholders and categorize them as primary, secondary, or general, determining their level of participation and the best method to reach them.

Market the Process - Here we conduct outreach through nonprofit partners, public notices, and press releases, including foreign language and/or special interest papers.



Primary

Stakeholders:

Essentially the project's steering committee, this group includes all key decision-makers.

Secondary

Stakeholders:

Persons or organizations with experience or perspectives that will provide crucial input into or feedback on the plans.

General

Stakeholders:

Members of the public with a general interest in the project.

Public Participation - We understand that participants may need education and other support to participate fully and meaningfully. We design our public meetings to facilitate informed discussion and allow every voice to be heard. Because our process uses three feedback loops, there are many opportunities for refinement and course correction rather than solely during the public comment period. When possible, we coordinate with existing community meetings to reach as large an audience as possible.

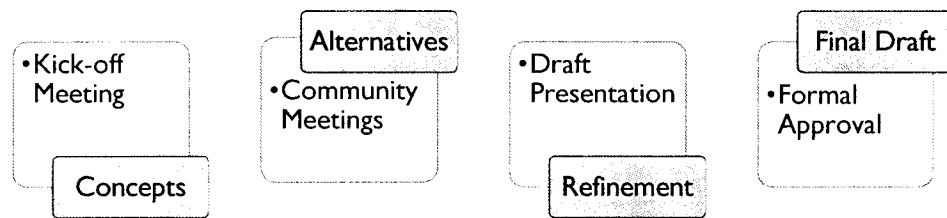
Active Listening - We employ active listening techniques to ensure greater accuracy and accountability when collecting residents' perceptions and comments. These techniques also hold potential for conflict resolution and consensus-building.

Collaborative Review - Before a draft is published for public comment, it is internally reviewed in a collaborative process with key stakeholders. Verification of facts and research ensures the legitimacy of conclusions and findings and provides opportunity for corrections prior to public review.

Transition the Momentum - Over the course of this project, we will develop a substantial stakeholder engagement portfolio, which will include lists of stakeholders and their affiliations, spreadsheets containing contact information for participants, and web resources specifically constructed for the project. At the conclusion of our role, these resources are carefully compiled and transitioned into the client's hands to enhance future local stakeholder engagement efforts.

AI COMPONENTS

LFUCG's AI will include the following components to ensure a thorough examination of the local fair housing climate and potential barriers in the public and private sectors. As HUD requires, this study will go beyond intentional acts of housing discrimination to also address impediments with the effect of discrimination on protected classes. Themes from the community engagement process will be incorporated as relevant.



Introduction and Executive Summary

- a. Overview of consultant and LFUCG staff involved in conducting the AI, participation from local organizations and the public, methodologies and data sources used, funding sources, impediments identified, and recommendations to address them.

Historical and Socioeconomic Overview

- a. Review of historical settlement patterns, including any significant impacts of major national social and political events in recent history.



Our AI will rely on the most up-to-date national, regional, and local data sources, including:

- 2000 and 2010 U.S. Census
- 5-Year American Community Survey
- Bureau of Economic Analysis
- RealtyTrac
- National Low Income Housing Coalition
- Home Mortgage Disclosure Act
- Lexington-Fayette Urban County Zoning Ordinance
- Lextran
- Fayette County Public Schools
- Lexington Fair Housing Council data
- Human Rights Commission data
- HUD Picture of Subsidized Households
- HUD LIHTC database
- HUD housing complaint data
- Comprehensive Housing Affordability Strategy (CHAS)

- b. Demographic overview including population and household estimates and growth trends, household income distribution, and age distribution of the population.
- c. Economic analysis identifying major employers and employment sectors, unemployment rates, and poverty rates by race and ethnicity.

Geography of Protected Classes

- a. Analysis of residents and households by race, ethnicity, national origin, familial status, householder sex, disability status, religion, and same-sex households, including changes between the 2000 and 2010 Censuses.
- b. Concentration of protected classes by census tract. Identification of racially and ethnically concentrated areas of poverty (RCAP/ECAPs), defined by HUD as census tracts with a majority minority population and poverty rates over 40%.
- c. Levels of racial and ethnic segregation in 2000 and 2010. Comparisons with racial and ethnic segregation levels in comparable jurisdictions.

Housing Stock and Availability of Accessible Housing

- a. Housing tenure, cost, structure type, age, and condition by householder race and ethnicity, to the extent data is available.
- b. Housing affordability and incidence of cost burdens (i.e., spending over 30% of household income on housing costs) by householder race and ethnicity. Foreclosure activity and potential impacts on protected classes.
- c. Problems faced by immigrant populations who face language and cultural barriers in addition to difficulty affording housing.
- d. Demographic profile of public housing residents and voucher holders.
- e. Locations of public housing, housing choice vouchers holders, Low Income Housing Tax Credit properties, and other subsidized housing. Problems faced by Section 8 Voucher holders in being able to select housing throughout the County.
- f. Locations and availability of accessible housing. Compliance with accessibility requirements in construction of multi-family units. Problems of providing housing for persons with disabilities in residential neighborhoods.

Private Sector Policies, Procedures, and Practices

- a. Mortgage lending activity including home purchase loan applications, approval and denial rates, and reasons for denials by applicant race, ethnicity, and gender using Home Mortgage Disclosure Act (HMDA) data. Levels of lending activity by the racial/ethnic composition of Lexington-Fayette County census tracts. Summary of problems faced by African Americans and Latinos in securing mortgage loans.
- b. Summary of brokerage services, insurance sales and underwriting, property management, and property appraisal practices and any fair housing implications.

Public Sector Policies, Procedures, Regulations and Investment

- a. Comprehensive review of LFUCG's zoning ordinance and other building and land use regulations with attention to their impact on housing choice for protected classes, including:



- i. Definitions of “family”;
 - ii. Regulations regarding group homes and mobile home parks;
 - iii. Restrictions on senior housing, multifamily housing, or accessory dwelling units;
 - iv. Reasonable accommodations for persons with disabilities; and
 - v. Requirements such as minimum lot sizes or setbacks, and maximum densities.
- b. Access to transportation for protected classes, especially transit access between RCAP/ECAPs and major employment centers, and the availability of paratransit access.
 - c. Access to public and private education resources for protected classes, including a comparison of public schools in terms of indicators such as graduation rates and school ratings.
 - d. Evaluation of any potential fair housing implications related to water and sewer systems, park system, fire and police protection, or other municipal services.
 - e. Neighborhood revitalization efforts in RCAP/ECAPS.
 - f. Policies and practices of the Lexington Housing Authority and other assisted housing providers relative to tenant selection and voucher administration.
 - g. Property tax policies, including tax exemptions.
 - h. Representation by minorities, women, and persons with disabilities on public boards and commissions.

Fair Housing Organizations and Activities

- a. Public and private sector agencies offering fair housing services. These services may include education, advocacy, testing, and assistance with housing complaints. Descriptions of each entity’s services and quantifiable accomplishments.
- b. Review and summary of any fair housing testing results.
- c. Availability of housing and other services for persons with limited English proficiency.
- d. Assessment of local residents’ and real estate industry professionals’ awareness of fair housing issues.

Fair Housing Legal Status

- a. Disposition of fair housing discrimination complaints within Lexington-Fayette County filed with HUD, the State of Kentucky, and/or local fair housing agencies. Complaints will be categorized by the basis for discrimination and source of discrimination to identify any trends.
- b. Review of housing discrimination lawsuits filed in Lexington-Fayette County, along with cases filed in the region that may have bearing on the fair housing climate in Lexington-Fayette County. Identification of any potential systemic fair housing issues evidenced by these lawsuits.

Impediments and Recommendations

- a. Identification of impediments to fair housing listed in order of priority with clear supporting evidence derived from the analyses described above.



- b. Proposed methods of corrective actions to address identified impediments. Mosaic Community Planning will work with LFUCG staff to tailor recommendations into specific, workable strategies for LFUCG and its public and private sector partners to implement. Recommendations will include a timeline with milestones for measurable results.

THE HUD REVIEW AND APPROVAL PROCESS

Our goal is to provide accurate, industry-leading documents that our clients are proud to call their own. The revision process is part of our commitment to delivering the best product to our client, and will likely require collaboration between our firm and LFUCG staff. We will revise the final draft to reflect changes proposed by staff, while maintaining the integrity of the document and underlying research.

As the national fair housing climate continues to evolve, LFUCG should be aware that HUD's review of their AI may require revisions. With extensive experience completing these documents for jurisdictions across the country, our staff is accustomed to this process and is prepared to clarify and/or revise the document as requested by HUD. Simply put, Mosaic will work closely with both LFUCG and HUD to ensure the satisfaction of all parties.

DELIVERABLES

We will provide a draft document to the LFUCG Division of Grants and Special Programs by **March 22, 2016** and prepare subsequent revised drafts based on staff comments and public input. Revisions may include corrections to factual or typographical errors, but Mosaic will not substantially amend findings with regard to housing impediments. Should LFUCG disagree with the identified impediments, LFUCG will assume responsibility for making any desired revisions before submission to HUD.

Mosaic will provide **four (4) bound copies** of the final AI and an **electronic copy**, including all appendices to the LFUCG Division of Grants and Special Programs by **April 22, 2016**.



PARTICIPATION BY LFUCG

The Mosaic Community Planning team anticipates completing the LFUCG AI with limited assistance from the LFUCG. Participation expected from LFUCG Division of Grants and Special Programs staff includes:

- Initial meeting to finalize project parameters;
- Facilitate a community tour for the project team, highlighting neighborhoods, housing developments, employment centers, or commercial areas of particular importance to the Analysis of Impediments;
- Provide copies of or links to plans, studies, and related documents not readily available on LFUCG's website;
- Provide contact information for stakeholders for interviews, focus groups, and invitations to public meetings (note that Mosaic will be responsible for inviting participants and scheduling all interviews and focus groups);
- Select and reserve appropriate venues for public meetings as part of the community engagement strategy;
- Place public notices advertising public meetings in local papers; and
- Review and provide edits and comments on the draft AI.

In the course of our research and analysis, the Mosaic team would likely require input from LFUCG staff outside of the Division of Grants and Special Programs. For the most part, the level of participation sought would be for a one-time interview of an hour or less. For some personnel, particularly department heads, the project team may also request data or records kept by their respective departments. These personnel may include representatives from the Divisions of Planning, Building Inspection, and Code Enforcement; the Offices of Affordable Housing and Homelessness Prevention and Intervention; Parks and Recreation; Adult and Tenant Services; Planning Commission; Board of Adjustment; and the Board of Architectural Review.

The Division of Grants and Special Programs' liaison to the Mosaic project team would determine the appropriate communication protocols for reaching out to other LFUCG staff.



OUR STAFF'S MOST RECENT AI CLIENTS INCLUDE:

- Town of Babylon,
New York
- Town of East
Hartford, Connecticut
- Cobb County,
Georgia
- Collier County,
Florida
- Gwinnett County, Georgia
- Maricopa County, Arizona
- City of Mesa,
Arizona
- City of Phoenix,
Arizona
- San Bernardino
County, California
- St. Louis County and Cities
of Florissant and O'Fallon,
Missouri
- Waukesha County,
Wisconsin

BACKGROUND, QUALIFICATIONS & EXPERIENCE

FIRM BACKGROUND, QUALIFICATIONS, AND EXPERIENCE

Mosaic Community Planning, LLC is a limited liability company organized under Georgia law. The firm is owned and managed by its three principals, Jeremy Gray, Melissa Mailloux, and Shuna Mason.

Before forming Mosaic Community Planning, Mosaic's principals worked together at WFN Consulting, where, in just the last five years, we completed 25 fair housing analyses (22 AIs, 2 Regional AIs, and 1 FHEA). During the same period, we also produced consolidated planning documents, housing market analyses for municipal clients, a housing planning study for a state government regarding reconstruction of affordable housing lost to a natural disaster, and a disparate impact analysis for a developer denied local permission to construct an affordable rental housing complex. Our clients have included single municipalities and counties, consolidated governments, and multi-jurisdictional bodies. We've worked with rural, suburban, and urban clients, with populations ranging from less than 20,000 to more than four million residents.

Not only is Mosaic's team experienced in the development of Analyses of Impediments and other related documents, but, we have vast general knowledge of fair housing. Our principals have provided training on the Fair Housing Act for our client communities and colleagues and have been on the leading edge of recent fair housing issues, including HUD's AFFH Final Rule and the U.S. Supreme Court's *Texas Department of Housing and Community Affairs v. The Inclusive Communities Project* decision and its implications for the doctrine of disparate impact. We have provided expert witness testimony and analysis in fair housing cases and, in 2014, worked with the State of Texas on a plan involving the placement of new public housing units in a way that would affirmatively further fair housing.

We formed Mosaic to help communities plan differently. We know that planning is as much about people as it is places, which is why our work focuses on the intersection between community residents and the places they inhabit. A housing strategy must go beyond recommending what types of housing to build and how to finance them; it should also recommend how and to whom affordable units are marketed and how potential barriers to housing access can be mitigated.

Community planning is multidimensional, which is why our team is too. We are planners, but that is only the beginning: we are also published researchers, sociologists, mathematicians, public administrators, grant managers, demographers, community organizers, and market analysts. Mosaic's principals have varied backgrounds that give us a more holistic understanding of the communities where we work and allow our firm to take a multidisciplinary approach to our planning.

At Mosaic, we envision community planning as similar to completing a puzzle. We specialize in finding and bringing to the table all the pieces needed for a truly collaborative process, including stakeholders diverse in income, race, ethnicity, age, gender, physical/mental ability, and perspective. The effort is sometimes challenging, but the result is always unique, and often beautiful.



EXPERT PROJECT MANAGEMENT

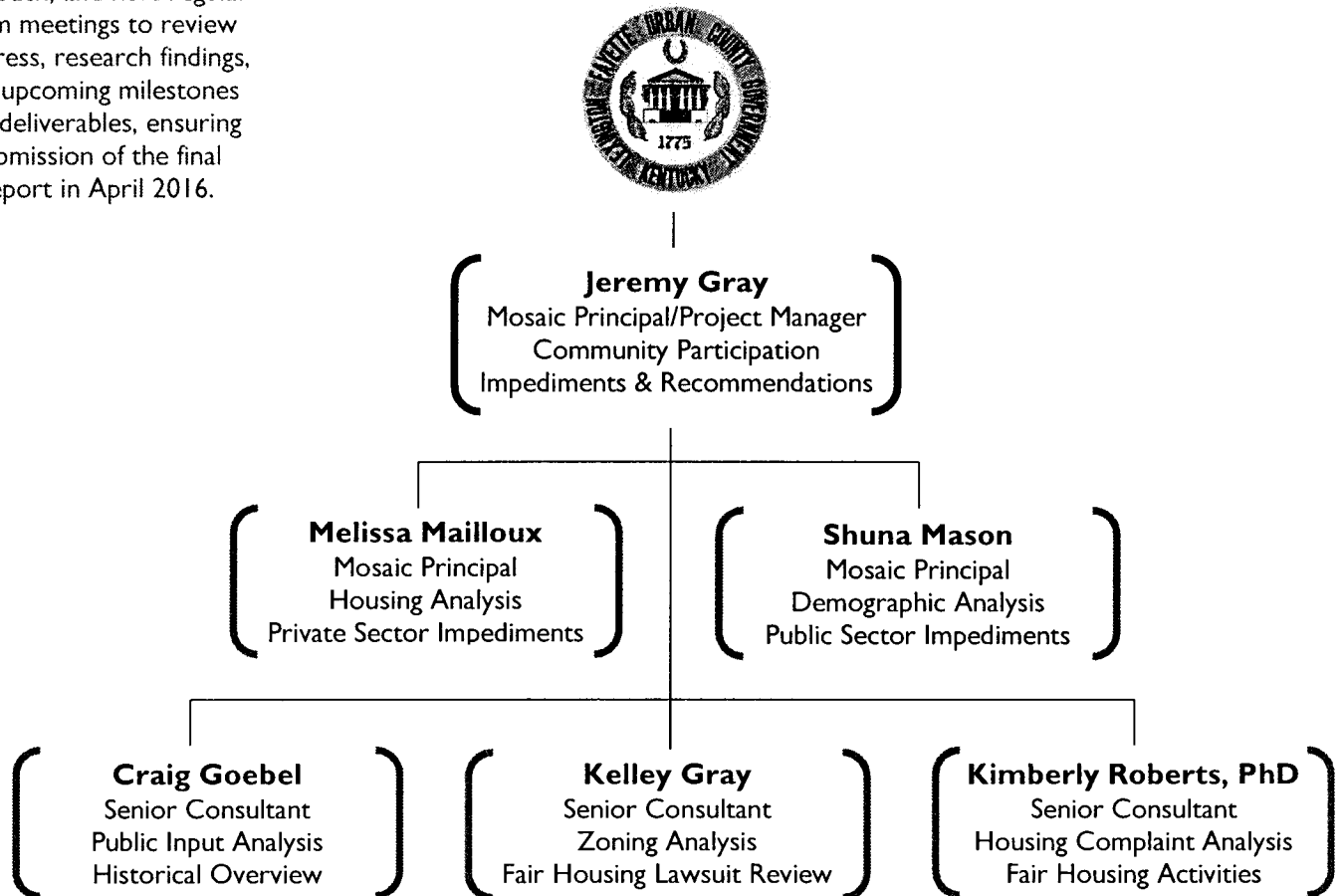
Project Manager Jeremy Gray has led over **20** community development and housing studies, all successfully delivered on-time to meet client and HUD deadlines.

Jeremy will oversee execution of the project approach, and hold regular team meetings to review progress, research findings, and upcoming milestones and deliverables, ensuring submission of the final report in April 2016.

This approach is needed now more than ever. For several years, HUD has been moving toward a higher standard for community participation in fair housing planning. The Fair Housing and Equity Assessments required of HUD’s Sustainable Communities grantees piloted many of the provisions of the new AFFH final rule and encouraged “active and meaningful engagement and participation.” Now, the Assessments of Fair Housing that are required under the AFFH Rule will necessitate execution of an integral community participation program that includes “historically excluded” individuals. Mosaic’s emphasis on public engagement strategy will set LFUCG up for success with its fair housing planning.

PERSONNEL BACKGROUND, QUALIFICATIONS, AND EXPERIENCE

The figure below outlines Mosaic’s proposed team for the LFUCG AI. It includes Mosaic principals Jeremy Gray, Melissa Mailloux, and Shuna Mason, along with senior consultants/independent contractors Kelley Gray, Kimberly Roberts, and Craig Goebel. This team has worked together for over seven years, completed more than 20 fair housing studies, and together bring over 70 years of experience in fair regulations, law, and other issues to the LFUCG AI. A summary of each team member’s qualifications follow, with complete resumes provided in the next section.



Team Member Experience and Expertise

<p>Jeremy D. Gray Mosaic Principal</p> <p><u>13 years</u> of fair and affordable housing experience</p>	<ul style="list-style-type: none"> • Fair housing law and regulations • Fair, affordable, and workforce housing best practices • Stakeholder engagement and community surveying • Leadership in urban neighborhood revitalization, including integration of market-rate housing into communities while maintaining existing stock of affordable housing • Manager of affordable housing programs for a large urban county, facilitated development of multi-family and scattered-site single family affordable housing throughout a multi-jurisdictional consortium of county and municipal partners • Identifying and developing strategic partnerships • Development of strategic plans • Funding strategies for affordable housing and community development initiatives
<p>Melissa Mailloux Mosaic Principal</p> <p><u>10 years</u> of fair and affordable housing experience</p>	<ul style="list-style-type: none"> • Fair and affordable housing policy • Demographic analysis including disparate impact studies and segregation analysis • Community planning and incentives for affordable housing production and preservation • Fair, affordable, and workforce housing best practices • Stakeholder engagement and community surveying • GIS mapping • Market analysis for affordable, market-rate, and special needs housing • Strategies for increasing the availability of affordable and accessible housing
<p>Shuna Mason Mosaic Principal</p> <p><u>5 years</u> of fair and affordable housing experience</p>	<ul style="list-style-type: none"> • Community and economic development • Public housing and fair housing policy • Stakeholder engagement and community surveying • Community asset mapping, including recommendations as to where housing can be located to optimize the public amenities available to residents • Best practices for special needs and supportive housing • Best practices for research with African-American and Latino communities • Conducted and presented academic research on social phenomena including economic mobility, a factor often intertwined with fair housing access
<p>Kelly Gray, Esq. Senior Consultant</p> <p><u>7 years</u> of fair and affordable housing experience</p>	<ul style="list-style-type: none"> • Fair housing policy, law and regulations • Litigation in fair housing, zoning, land use, and landlord/tenant cases • Expert analysis of zoning and development codes • Addressing regulatory, market, financial, political, NIMBY, and other barriers to affordable housing
<p>Craig Goebel Senior Consultant RCG Consulting Solutions</p> <p><u>33 years</u> of fair and affordable housing experience</p>	<ul style="list-style-type: none"> • Affordable housing and community development • Stakeholder engagement and community surveying • Fair housing law and regulations • Management of CPD Programs • Past director of large urban county entitlement programs, including CDBG, HOME, ESG, and a top-ranked NSP program. • HUD updates for new fair housing and AFFH developments • Identification of partner organizations and coordination of community coalitions
<p>Kimberly Roberts, PhD Senior Consultant</p> <p><u>9 years</u> of fair and affordable housing experience</p>	<ul style="list-style-type: none"> • Development of fair housing plans for CDBG entitlements • Design of Limited English Proficiency outreach and engagement plans • Facilitation of fair housing workshops, seminars, and trainings • Directs CDBG and affordable housing programs for an urban county entitlement • Stakeholder engagement • Advice and consultation with HUD grantees on program design and implementation • Best practices for building non-profit collaborations



CLIENT LIST

The Mosaic project team has provided a variety of housing planning services to jurisdictions throughout the U.S. Clients for whom they have worked are shown below by product type.

Product/Key Services	Clients
Analyses of Impediments to Fair Housing Choice Fair Housing Equity Assessments	Athens-Clarke County, GA Cobb County, GA Gwinnett County, GA City of Gainesville, GA City of Rome, GA City of Roswell, GA City of Savannah, GA Wake County, NC City of Fayetteville, NC Metropolitan Nashville and Davidson County, TN Shelby County, TN City of Dothan, AL City of Mobile, AL City of Wellington, FL St. Charles County, MO St. Louis County, Cities of O'Fallon, City of Florissant, MO Lehigh Valley Economic Development Corporation, PA Westchester County, NY Town of Babylon, NY Town of East Hartford, CT Waukesha County, WI Maricopa County, AZ City of Mesa, AZ City of Phoenix, AZ County of San Bernardino, CA
Consolidated Plans, Comprehensive Plan Housing Elements, and/or Housing Needs Assessments	Cobb County, GA Columbus Consolidated Government, GA DeKalb County, GA City of Rome, GA City of High Point, NC Metropolitan Nashville and Davidson County, TN City of North Miami, FL City of Wellington, FL City of West Palm Beach, FL Town of Babylon, NY Waukesha County, WI Williamson County, TX City of Mesa, AZ County of San Bernardino, CA

Product/Key Services	Clients
Residential Market Analyses	DeKalb County, GA Henry County, GA City of Atlanta, GA City of Douglasville, GA City of Hampton, GA City of Holly Springs, GA City of Perry, GA City of Pine Lake, GA City of Rome, GA and Northwest Georgia Housing Authority City of Statesboro, GA and Statesboro Downtown Development Authority City of Blythewood, SC City of Statesville, NC City of Alabaster, AL North Little Rock Economic Development Corporation, Little Rock, AR Warren County Downtown Economic Development Authority, KY City of Iowa City, IA
Additional Clients and Products	
<ul style="list-style-type: none"> • Atlanta Housing Authority – Alternate Payment Standards for Housing Choice Vouchers (including projected need for affordable housing by income level and housing type over a 10 year period for 7 City of Atlanta rental submarkets) • Atlanta Housing Authority – Update to Alternate Payment Standards for Housing Choice Vouchers • Ezekiel Construction – Market Analysis for a Mixed-Income Rental Community in Atlanta, GA • Mayweather Enterprises – Market Study for Development of Permanent Supportive Housing at Marcy Court Apartments in Atlanta, GA • Community Concerns, Inc. – Market Study for Development of Permanent Supportive Housing at Vineyard Court Apartments in Atlanta, GA • Urban Residential Development Corporation – Rent Comparability Study for Santa Fe Villas Single Room Occupancy Apartments in Atlanta, GA • Georgia Manufactured Housing Association – Model Single-Family Residential Zoning Ordinance • LAI Engineering – Area of Influence Analyses for Developments of Regional Impact (estimated projected demand for workforce housing likely to be generated by proposed new commercial development) • Resources for Residents and Communities – Perspectives of Housing Industry Conditions in Metro Atlanta (designed to help RRC tailor their affordable housing programs to changing market conditions) 	

Note that these projects were completed by Mosaic principals as staff members of WFN Consulting and Marketek, Inc.

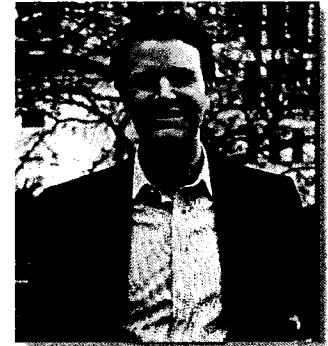


RESUMES OF KEY STAFF

Jeremy D. Gray, Principal

(404) 831-1395

jeremy@mosaiccommunityplanning.com



EDUCATION

Master of Public Administration
(Planning & Community
Development Concentration)
Georgia College & State Univ.
Milledgeville, Georgia, 2008

Bachelor of Arts in
Environmental Policy
Oglethorpe University
Atlanta, Georgia, 2003

CERTIFICATIONS

Accredited LEED Green Associate,
U.S. Green Building Council

Charrette System Certification,
National Charrette Institute

Certified HOME Program
Specialist – Regulations, U.S. Dept.
of Housing & Urban Development

Certified Low-Income Housing
Tax Credit (LIHTC) Professional,
Georgia Department of
Community Affairs

Certificate of Urban Leadership,
Rich Foundation/Oglethorpe
University

SELECTED PAPERS

*Improving Citizen Participation: 8
Lessons from the Charrette Model*

*If Transit is So Important, Why Aren't
We Doing More About It?*

*Beyond Collaboration: What
Communities Need from their
Nonprofits*

Jeremy is a senior-level community planner with extensive public and nonprofit sector experience designing solutions to community development needs. His background includes leadership in urban neighborhood revitalization efforts, management of regional and multi-state issue-based planning documents, and development of comprehensive plans. Other experience includes mayoral appointments to homelessness and housing policy-making bodies, a position as deputy director of the community development grant programs for a large urban county, and executive management of community research and planning engagements for a nationwide client base.

Principal, Mosaic Community Planning, Atlanta, GA, 2015-Present

- Lead project teams for community development consulting engagements, including fair housing studies, affordable housing needs assessments, comprehensive plans, and other community development studies.

VP – Consulting & Research, WFN Consulting, Marietta, GA, 2013-15

- Assign and lead project teams for community development consulting engagements, including community development and affordable housing plans, market studies, fair housing and equity analyses, and program evaluations.
- Design and oversee project methodologies and ensure product quality.
- Advance the innovation, creativity, and subject matter expertise underlying the community development solutions and products generated for WFN Consulting clients through active monitoring of industry research and best practices.
- Developed WFN's IMPACT Model for Stakeholder Engagement, an industry-leading process for enhancing public participation in community planning; train staff and clients on the model.

Deputy Director, WFN Consulting, 2012-2013

- Provided management support for WFN Consulting in the Cobb County CDBG Program Office. Assisted with development and implementation of strategic vision and work program for an office of 11 staff members, managing an annual budget exceeding \$10 million in CDBG, HOME, ESG, NSP, CSBG, JAG, and EFSP funds.
- Responsible for initiating and managing customized technical assistance engagements including coordinating production of policy and procedures manuals, sub-grantee agreements, training programs, reporting documentation and preparation of planning documents and fair housing studies.



SELECTED PROJECT MANAGEMENT EXPERIENCE

Mid-South Regional Greenprint Consortium. Memphis, TN, *Fair Housing and Equity Assessment*

St. Louis County, MO and Cities of Florissant and O'Fallon, MO, *Analysis of Impediments to Fair Housing Choice*

Waukesha County, WI, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

City of Mesa, AZ, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

County of San Bernardino, CA, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

State of Texas General Land Office, *Community Development and Housing Planning Study for Galveston, Texas*

Maricopa County, AZ, *Analysis of Impediments to Fair Housing Choice*

Metropolitan Development and Housing Agency, Nashville, TN, *2013-2018 Consolidated Plan*

Program Manager, WFN Consulting, 2009-2012

- Directly managed an annual allocation of over \$3.3 million in Cobb County grant funds from both federal and state sources.
- Managed the Georgia Urban County Consortium's Home Investment Partnerships Act (HOME) program, to include affordable housing project coordination and setup, monitoring of activities, technical assistance to sub-grantees, and project funding.
- Coordinated a contracting process with over a dozen local agencies and nonprofit organizations under the Community Services Block Grant (CSBG) program, to include monthly reporting by subcontractors, program monitoring, and regular technical assistance.

Director of Community Development, Centenary Church, Macon, GA, 2005-2008

- Planned and implemented a mixed-income neighborhood revitalization project using HOME, CDBG, and HOPE VI funds through regular collaboration with the City of Macon and other public, private, and non-profit community partners.
- Planned and advocated strategy for maintaining balance of low-, moderate-, and middle-income housing units as part of the Beall's Hill Developers' Committee.
- Led the design and implementation of a transitional housing program for homeless, addicted men.

Community Organizer, Charis Community Housing, Atlanta, GA, 2002-2003

- Organized a project for the dissemination of information on homestead exemptions to senior citizens and assisted them in obtaining the appropriate exemptions, protecting them from the negative effects of gentrification.
- Organized and assisted the creation of three Neighborhood Watch programs.

COMMUNITY LEADERSHIP

Chairman, Emergency Food and Shelter Program Local Board, Cobb County, GA, 2012-2013

- Served as a Board Member on Allocations Committee, annually reviewing performance of funded organizations, adopting funding priorities, and approving allocations, 2010-2012.

Commissioner, College Hill Corridor Commission, Macon, GA, 2007-2008

- Hosted public meetings to capture a community vision for better use of the corridor linking Mercer University with downtown Macon.
- Worked to integrate multiple housing types, including student rental housing, into a master plan for the downtown neighborhood.

Advisory Team, Mayor's Housing First Task Force, Macon, GA, 2006

- Built strategy and provided technical support and consultation for a local 10-Year Plan to end chronic homelessness.



EDUCATION

Master of City & Regional Planning
 Georgia Institute of Technology
 Atlanta, Georgia, 2006

Bachelor of Science in Mathematics
 Berry College
 Rome, Georgia, 2003

AFFILIATIONS

American Planning Association
 Georgia Planning Association

SAMPLE PROJECT EXPERIENCE

Atlanta Housing Authority, Atlanta, GA, *Alternate Payment Standards for Housing Choice Vouchers*

City of Rome, GA, *Housing Market Analysis and Needs Assessment*

City of Rome, GA, *Residential and Retail Market Analysis for the East Rome Revitalization Plan*

Vineyard Court Apartments and Marcy Court Apartments Atlanta, GA, *Market Study for Development of Permanent Supportive Housing*

Resources for Residents and Communities (formerly Reynoldstown Revitalization Corp), Atlanta, GA, *Perspectives of Housing Industry Conditions in Metro Atlanta*

Mid-South Regional Greenprint Consortium, Memphis, TN, *Fair Housing and Equity Assessment*

City of Phoenix, AZ, *Analysis of Impediments to Fair Housing Choice*

Melissa M. Mailloux, Principal
 (770) 366-7893
melissa@mosaiccommunityplanning.com



Melissa has extensive experience in housing and community development research and analysis. She provided housing studies, market analyses, community development plans, and economic revitalization strategies for over 50 neighborhoods, municipalities, counties, and targeted sites for public and private sector clients throughout the country. Specific assignments have included housing needs assessments, analyses of impediments to fair housing choice, consolidated plans, market analyses for affordable and market-rate housing, and economic development plans. She has prepared housing recommendations for master plans, comprehensive plans, and corridor studies, including strategies and resources to promote the development and preservation of affordable housing.

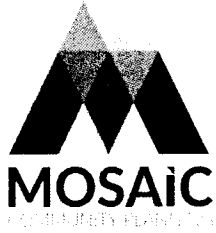
Melissa’s background also includes stakeholder outreach, from community workshops and focus groups to public opinion surveying. She has presented research findings and recommendations to planning staff, city and county elected officials and advisory boards, nonprofit agency leaders, and the public.

Principal, Mosaic Community Planning, Atlanta, GA, 2015-Present

- Serve on project teams for community development consulting engagements, including fair housing studies, affordable housing needs assessments, comprehensive plans, and other community development studies.

Senior Research Consultant, WFN Consulting, Marietta, GA, 2014-2015

- Provided consultation services to assist public sector clients identify housing, community development, economic development, and fair housing needs through comprehensive plans, analyses of impediments to fair housing, fair housing equity assessments, consolidated plans, and market analyses.
- Analyzed demographic patterns to determine levels of segregation, areas of concentrated poverty, and access to economic, educational, and health opportunity factors by race and ethnicity.
- Examined mortgage lending patterns to identify access to home loans by applicant income, race, ethnicity, and gender.
- Assessed schools, transit, transportation, and other public facilities for any fair housing and community development implications.
- Mapped community assets, demographic and economic data, assisted/subsidized housing locations, and other data.
- Facilitated community workshops, public meetings, focus groups, interviews, and other public outreach efforts.
- Designed and administered statistically valid community opinion surveys.
- Managed research assignments and teams to ensure client satisfaction and approval by HUD.



SAMPLE PROJECT EXPERIENCE (continued)

St. Louis County, MO and Cities of Florissant and O'Fallon, MO.
Analysis of Impediments to Fair Housing Choice

Waukesha County, WI, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

City of Mesa, AZ, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

County of San Bernardino, CA, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

Town of East Hartford, CT, *Analysis of Impediments to Fair Housing Choice*

Maricopa County, AZ, *Analysis of Impediments to Fair Housing Choice*

Senior Associate, Marketek, Inc., Atlanta, GA, 2005-2014

- Prepared analyses of impediments to fair housing choice, housing needs studies, residential market analyses, master plans, comprehensive plans, corridor studies, and downtown revitalization strategies for over 35 public and private sector clients throughout the U.S.
- Assessed fair housing, housing needs, and disparate impacts through analyses of Census, American Community Survey, and other data.
- Provided expert witness research for fair housing lawsuits in metro Atlanta.
- Conducted community outreach via public workshops, project steering committee meetings, focus groups, interviews, and surveys.
- Presented findings and recommendations to clients, policymakers, and other community stakeholders in written, graphic and oral formats.
- Managed simultaneous research assignments to ensure satisfaction of clients and project partners.
- Established and maintained client relationships through proposal presentations, marketing presentations, and ongoing project management.

Project Coordinator, Community Design Center of Atlanta, Atlanta, GA, 2005

- Designed and administered community satisfaction surveys to Habitat for Humanity and Charis Community Housing residents in South Atlanta.
- Coordinated project assisting Metropolitan Atlanta Rapid Transit Authority (MARTA) in locating bus shelters in low-income Atlanta neighborhoods.

Graduate Research Assistant, Georgia Institute of Technology City and Regional Planning Program, Atlanta, GA, 2004-2005

- Co-authored housing elements of the Comprehensive Development Plans for the Cities of Atlanta and Peachtree City, Georgia and the 2008-2012 Consolidated Plan for DeKalb County, Georgia.
- Developed database quantifying housing needs and characteristics of households with needs for over 350 Georgia cities and counties.



EDUCATION

Ph.D. in Social Work,
University of Kentucky
Lexington, Kentucky,
Anticipated May 2016

Master of Social Service and
Master of Law and Social Policy
Bryn Mawr College Graduate
School of Social Work and Social
Research, Bryn Mawr,
Pennsylvania, May 2003

Bachelor of Arts in Sociology/
Anthropology
Hendrix College
Conway, Arkansas, June 2001

SAMPLE PROJECT EXPERIENCE

Waukesha County, WI, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

City of Mesa, AZ, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

County of San Bernardino, CA, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

Town of East Hartford, CT, *Analysis of Impediments to Fair Housing Choice*

City of Phoenix, AZ, *Analysis of Impediments to Fair Housing Choice*

Maricopa County, AZ, *Analysis of Impediments to Fair Housing Choice*

Shuna L. Mason, ABD, Principal
(901) 233-8762
shuna@mosaiccommunityplanning.com



Shuna is a public policy and research analyst with extensive experience in fair and affordable housing, community economic development, social science research, academia, and non-profit management. Her specializations include the impact of socioeconomic factors on labor development, economic mobility, community economic development, and health and educational disparities. Her background includes housing and community needs assessments, fair housing studies, community revitalization plans, public opinion surveys, technical assistance to federal grantees, project management for federal grants, and legislative consultation on health, education, and economic development.

Shuna's research experience includes the impact of housing and federal funding on business and community development, the impact of capital access on small business and workforce development, and ethnographic research on land use policies. She has presented research findings at national and international conferences.

Principal, Mosaic Community Planning, Atlanta, GA, 2015-Present

- Serve on project teams for community development consulting engagements, including fair housing studies, affordable housing needs assessments, comprehensive plans, and other community development studies.

Research Consultant, WFN Consulting, Marietta, GA, 2014-2015

- Assisted public sector clients in identifying housing, community development, economic development, and fair housing needs through analyses of impediments to fair housing, fair housing equity assessments, consolidated plans, comprehensive plans, and market analyses.
- Designed and implemented quantitative and qualitative data analysis, including surveys, focus groups, and interviewing processes.
- Conducted research and analysis in socioeconomics, housing, economic development, health, education, and poverty in varying geographical areas.
- Analyzed demographic patterns to determine levels of access to economic, educational, health, and housing opportunity factors.
- Identified community assets and gaps in access, along with strategies for encouraging small business development and community economic revitalization.

Bachelor of Social Work Program Director & Assistant Professor Union University, Memphis, TN, 2010-2014

- Designed and taught Social Work and Sociology courses in research, statistics, social policy, and community development.



SAMPLE PRESENTATIONS

Poverty and Childhood Mental Well-Being: Understanding the Social Context

Poverty, Stigma, and Objectification: Understanding the Role of Policy in Crafting Community and Identity

Modeling Cultural Competency in Social Work Education

Multicultural Theory: A Treatment of Race, Cultural Relativism, and Identity Formation

- Partnered with community organizations to conduct community asset mapping, needs assessments, revitalization efforts, workforce development, and promote positive educational and health outcomes.
- Provided training and technical assistance to over 75 practice sites including community organizations, educational institutions, non-profits, and public and private institutions.

Research Assistant, University of Kentucky – Green Dot Project, Lexington, KY, 2011-2013

- Provided research support for a project designed to prevent community violence through bystander education.
- Conducted and analyzed results of stakeholder interviews, focus groups, and community surveys.
- Assisted in data management and analysis, training and technical assistance, and literature reviews.

Patient Services Manager, Leukemia & Lymphoma Society, Memphis, TN, 2007-2010

- Coordinated community outreach initiatives and health advocacy campaigns.
- Completed community public health programming on health disparities and clinical trials access in African- American and Latino communities.
- Designed, planned, and implemented state public health conferences and campaigns through collaboration with government officials, community stakeholders, local hospitals and clinics, educational institutions, and the media.



Kelley B. Gray, Esq.
(404) 831-1397
kellybgray@gmail.com

EDUCATION

Juris Doctor, *cum laude*
Managing Board, *Journal of the Legal Profession*
The University of Alabama Law School, Tuscaloosa, AL, 2008

Bachelor of Science in Business Administration, *summa cum laude*
Oglethorpe University
Atlanta, Georgia, 2003

SAMPLE PROJECT EXPERIENCE

Waukesha County, WI, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

City of Mesa, AZ, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

County of San Bernardino, CA, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

Town of East Hartford, CT, *Analysis of Impediments to Fair Housing Choice*

City of Phoenix, AZ, *Analysis of Impediments to Fair Housing Choice*

St. Louis County, MO and Cities of Florissant and O'Fallon, MO, *Analysis of Impediments to Fair Housing Choice*

Collier County, FL, *Analysis of Impediments to Fair Housing Choice*

PROFESSIONAL EXPERIENCE

Fair Housing Law/Land Use & Zoning

- Provided legal review, research, and narrative for the fair housing/land use and zoning portions of 11+ city, county, and regional HUD Analysis of Impediment documents (AIs), including:
 - Research and analysis of the nature, extent, and disposition of significant state and federal housing discrimination lawsuits and HUD ALJ decisions and consent decrees which could impact future legislation and litigation or fair housing choice within the relevant study areas.
 - Review of zoning ordinances/land use codes, building codes, and state zoning laws for the relevant study areas and analysis and discussion of findings regarding how such codes, statutes, and local policies impact housing affordability and fair housing choice.
 - Recommendations for amendments to land use regulations that would expand housing affordability and support the municipality’s commitment to affirmatively further fair housing.
- Represented clients in all stages of applications for land use zoning and permitting, including presenting at public hearings before city and county zoning authorities.
- Co-authored an article on recent developments in Zoning and Land Use Law, which was published in the *Mercer Law Review* in the Fall of 2009.

Litigation

- Federal fair housing litigation, including representation of a provider of community housing for persons with disabilities against a county government following denial of a conditional use permit, and representation of a developer of senior housing against a city following denial of rezoning/development applications; assisted in negotiation of successful settlements for clients.
- Commercial litigation representing clients in contract disputes, debtor/creditor litigation claims, and landlord/tenant disputes.

EMPLOYMENT HISTORY

Solo Practitioner, Kelley B. Gray, Esq., Atlanta, GA (2012-Present)
Associate Attorney, Smith, Gambrell & Russell, LLP, Atlanta, GA (2008-2011)

AFFILIATIONS

Advisor & Community Ambassador. Enduring Hearts – a nonprofit that funds innovative medical research to increase the longevity of pediatric organ transplants and improve the quality of life for transplant recipients.



EDUCATION

Master of Arts in Political Science (Specialties in Public Administration and Public Law), University of Tennessee (Knoxville) 1972

Bachelor of Arts (B.A.) Political Science, Louisiana Tech University, 1968

SAMPLE PROJECT EXPERIENCE

County of San Bernardino, CA, *Analysis of Impediments to Fair Housing Choice, Consolidated Plan, Annual Action Plan*

Town of East Hartford, CT, *Analysis of Impediments to Fair Housing Choice*

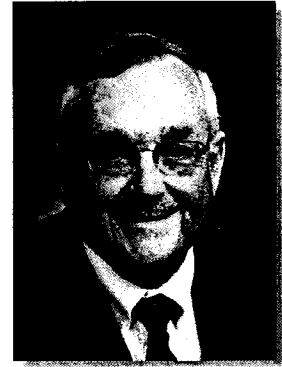
St. Louis County, MO and Cities of Florissant and O'Fallon, MO, *Analysis of Impediments to Fair Housing Choice*

Mid-South Regional Greenprint Consortium, Memphis, TN, *Fair Housing and Equity Assessment*

City of Phoenix, AZ, *Analysis of Impediments to Fair Housing Choice*

State of Texas General Land Office, *Community Development and Housing Planning Study for Galveston, Texas*

Craig Goebel, RCG Consulting Solutions
(470) 375-2155
craig.goebel@outlook.com



Senior Consultant providing consultation services for Analyses of Impediments to Fair Housing Choice, Fair Housing and Equity Assessments, Consolidated Plans, Action Plans, and CAPERs. Craig also provides training, develops training materials and instruments, and prepares research on topics pertinent to HUD programs and activities. Mr. Goebel served 27 years as the Director for Gwinnett County Georgia's Community Development Program.

Principal and Founder, RCG Consulting Solutions, Lawrenceville, GA, 2015-Present

- Provide fair housing, consolidated planning, and HUD program management consulting services to public sector clients.

Senior Consultant, 2013-2015; Director, 1998-2013; Assistant Director, 1983-1998, WFN Consulting, Marietta, GA

- Served as Director of Gwinnett County, Georgia's Community Development Program. Responsible for all program development and implementation.
- Supervised staff in program planning, financial management, project development and grants management for the CDBG, HOME, ESG, NSP, HPRP, and CDBG-R Programs in Gwinnett County.
- Prepared and supervised preparation of fair housing analyses, Consolidated Plans, Annual Action Plans, CAPERs, and other documents and reports required by HUD.
- Supervised preparation of all applications, training workshops, training materials, and contracts and agreements with other local government agencies, private businesses, and non-profit.
- Served as Director and Assistant Director with similar duties in Cobb County from 1983-1998 and in Clayton County from 1998-2009.

Assistant Commissioner, Intergovernmental Assistance, Georgia Department of Community Affairs, Atlanta, Georgia, 1981-1983

- Managed a staff of 12 professionals who provided assistance to local governments and citizens concerning government finance and operations, housing, community development, and federal and state laws and regulations applicable to Georgia local governments.
- Supervised the preparation of the first analysis of public housing authority finances in Georgia, initiation of the first statewide report on housing issues facing local governments in the state, and the first comprehensive analysis of local government finances in Georgia.
- Served as the DCA representative to the National Council of State Community Affairs Agencies in Washington, D.C. Through this post, had contact with staff from the White House, Office of Management and Budget, various U.S. Senate and House Committees, the Housing Assistance Council, and a number of Federal agencies (HUD, Agriculture, Interior, etc.).



EDUCATION

Doctorate of Philosophy
University of Phoenix
Atlanta, GA, 2013

Master of Public
Administration
California Central University
Durham, NC, 2002

Bachelor of Science, Georgia
Southern University
Statesboro, GA, 1999

CERTIFICATIONS

Certified HOME Program
Specialist – Regulations, U.S.
Dept. of Housing & Urban
Development

SAMPLE PROJECT EXPERIENCE

Mid-South Regional
Greenprint Consortium,
Memphis, TN, *Fair Housing and
Equity Assessment*

City of Phoenix, AZ, *Analysis of
Impediments to Fair Housing
Choice*

County of San Bernardino, CA,
*Analysis of Impediments to Fair
Housing Choice, Consolidated
Plan, Annual Action Plan*

Waukesha County, WI,
*Analysis of Impediments to Fair
Housing Choice, Consolidated
Plan, Annual Action Plan*

City of Mesa, AZ, *Analysis of
Impediments to Fair Housing
Choice, Consolidated Plan, Annual
Action Plan*

Kimberly Roberts, Ph.D.
(404) 391-8972
robertsk02@yahoo.com



Responsible for initiating and managing customized technical assistance and capacity building engagements; Possesses extensive experience in managing multiple CPD Programs and coordinating production of materials to include CPD policy and procedures manuals, organizational charts, subrecipient agreements, training programs, reporting documentation and preparation of Five Year Consolidated Plans, Annual Action Plans, and Analyses of Impediments to Fair Housing Choice Plans.

Managing Director, 2012-Present; Deputy Director, 2010-2011, WFN Consulting, Marietta, GA

- Directs Cobb County’s Community Development Block Grant Program (CDBG), Home Investments Partnership Act (HOME) Program, Emergency Shelter Grant Program (ESG), and Neighborhood Stabilization Program (NSP).
- Supervises program staff in various aspects of program planning, financial management, project development, and grants management.

Affordable Housing Programs Administrator, WFN Consulting, 2008-2009

- Served as the Affordable Housing Programs Administrator for Cobb County’s Community Development Block Grant Program (CDBG), Home Investments Partnership Act (HOME) Program, Neighborhood Stabilization Program (NSP) and Emergency Shelter Grant Program (ESG).
- Conducted monitoring of HOME subrecipients and Housing Rehabilitation Program files.
- Maintained oversight of all expenditures for HOME subrecipients and Housing Rehabilitation projects.
- Monitored Housing Rehabilitation contractors and their obligations under the contract for quality, and timely workmanship for the Housing Rehabilitation Program.
- Prepared CDBG and HOME Program data for Cobb County Action Plans & CAPER.

CDBG & ESG Program Manager (2006 – 2008) WFN Consulting

- Ensured all CDBG and ESG projects and activities conformed with applicable Federal, State, and local regulations, particularly those pertaining to project eligibility, environmental clearance, and contract compliance.
- Monitored contractors and their obligations under the contract for quality, timely workmanship and Davis Bacon Requirements
- Performed environmental review for all upcoming CDBG/HOME & ESG Projects
- Prepared CDBG and HOME Program data for Cobb County Action Plans & CAPER



REFERENCES AND SAMPLE WORK

A sample of public sector clients for whom Mosaic Community Planning staff conducted fair housing studies are provided below. Note that Mosaic principals completed this work while employed together at WFN Consulting.

EAST HARTFORD, CONNECTICUT

Services included completion of an Analysis of Impediments to Fair Housing Choice for the Town of East Hartford. Key analyses involved a socioeconomic overview, profile of the housing stock, geography of protected classes and levels of segregation, mapping, analysis of mortgage lending data, compilation of housing complaint data and fair housing lawsuits, and identification of public and private sector impediments to fair housing choice. The team also provided recommendations for actions the Town could take to address each impediment.

A copy of the 2015-2019 Analysis of Impediments to Fair Housing Choice for the Town of East Hartford, CT is provided as a sample of work completed by the proposed project team.

Project team: Jeremy Gray, Melissa Mailloux, Shuna Mason, Kelley Gray, Craig Goebel
Timeframe: March 2015 – July 2015
Contact: Sara Ross, Housing Planning Analyst
Town of East Hartford Grants Administration Division
740 Main Street, East Hartford, Connecticut 06108
sross@easthartfordct.gov – (860) 291-7210

ST. LOUIS COUNTY and the CITIES of FLORISSANT and O’FALLON, MISSOURI

Services included completion of an Analysis of Impediments to Fair Housing Choice covering each of the three jurisdictions. The process involved four community meetings, 30 stakeholder interviews, a survey with 57 respondents, and three public hearings. Key components of the study included an analysis of protected classes, an examination of housing stock and affordability, a review of local zoning ordinances, assessments of other public and private sector policies and practices, identification of impediments to fair housing choice, and recommended strategies for addressing barriers.

Project team: Jeremy Gray, Melissa Mailloux, Kelley Gray, Craig Goebel
Timeframe: February 2014 – November 2014
Contact: Jim Holtzman, Director
St. Louis County Office of Community Development
41 S. Central, 5th Floor, Clayton, Missouri 63105
JHoltzman2@stlouisco.com – (314) 615-4414

WAUKESHA COUNTY, WISCONSIN

Services included completion of an Analysis of Impediments to Fair Housing Choice, Consolidated Plan, and Annual Action Plan. Public outreach involved five public meetings, input from 56 organizations, and a community survey with 383 respondents. The study included a protected class analysis, an examination of housing affordability, assessments of public and private sector policies and practices, identification of impediments to fair housing choice, and recommendations to address barriers.



Project staff: Jeremy Gray, Melissa Mailloux, Shuna Mason, Kelley Gray, Kimberly Roberts
Timeframe: July 2014 – November 2014
Contact: Kristin Silva, Community Development Coordinator
Waukesha County Department of Parks and Land Use
515 W. Moreland Blvd., Room AC 320, Waukesha, WI 53188
ksilva@waukeshacounty.gov – (262) 896-3370

COUNTY of SAN BERNARDINO, CALIFORNIA

Services included completion of an Analysis of Impediments to Fair Housing Choice, Consolidated Plan, and Annual Action Plan. Mosaic principals performed community engagement, public outreach, and designed and implemented a community survey. These activities focused on identifying priority community development, economic development, and fair and affordable housing needs, and then developing strategies and programs to address them over a five-year timeframe. Over 800 residents completed the survey, 14 organizations participated in interviews, and the team held 6 community meetings.

The Analysis of Impediments included a protected class analysis, an examination of housing affordability, assessments of public and private sector policies and practices, identification of impediments to fair housing choice, and recommendations to address barriers.

Project staff: Jeremy Gray, Melissa Mailloux, Shuna Mason, Kelley Gray, Craig Goebel, Kimberly Roberts
Timeline: July 2014 – May 2015
Contact: Debbie Kamarani, Deputy Director
County of San Bernardino Community Development and Housing Department
385 N. Arrowhead Avenue, 3rd Floor, San Bernardino, CA 92415
dkamarnai@cd.sbcounty.gov – (909) 387-4327

MIDSOUTH REGIONAL GREENPRINT, SHELBY COUNTY, TENNESSEE

Services included completion of a Fair Housing and Equity Assessment (FHEA) for the Mid-South Regional Greenprint and Sustainability Plan. The FHEA examined housing and infrastructure dynamics in the region to identify barriers for racial/ethnic minorities. This work evaluated the housing supply, land use and zoning, demographic patterns, public infrastructure investment, and neighborhood opportunity factors. It culminated with identification of housing barriers in the region and strategies to address them.

Project staff: Jeremy Gray, Melissa Mailloux, Kelley Gray, Craig Goebel, Kimberly Roberts
Timeline: September 2013 – September 2014
Contact: John Zeanah, Administrator
Memphis and Shelby County Office of Sustainability
125 North Main, Suite 468
john.zeanah@memphistn.gov – (901) 576-7167



TIMELINE

The table on the following page outlines project benchmarks and individual responsibilities for completion of the AI by phase, including data collection and analysis, drafting and revision processes and presentation of final findings and recommendations.

Based on a start date of January 22, 2016, Mosaic Community Planning proposes to complete a draft AI document by **March 22, 2016** for comment by LFUCG staff and the public. Based on comments received, Mosaic will submit a final document by **April 22, 2016**. We will provide **four (4) bound copies** of the final AI and an **electronic copy**, including all appendices. Please note that Mosaic is available to begin the project prior to January 22, 2016, depending on LFUCG's schedule for proposal review and consultant selection.

Team members are identified by their initials, as follows:

- Jeremy Gray (JG)
- Melissa Mailloux (MM)
- Shuna Mason (SM)
- Kelley Gray (KG)
- Craig Goebel (CG)
- Kimberly Roberts (KR)

**Proposed Schedule for Completion of the Lexington-Fayette County
Analysis of Impediments to Fair Housing Choice**

TASKS	2016						
	1/22-2/5	2/5-2/19	2/19-3/4	3/4-3/18	3/18-4/1	4/1-4/15	4/15-4/22
PHASE 1: COMMUNITY INPUT and DATA COLLECTION							
Review LFUGG's most recent AI, Consolidated Plan, Action Plan, CAPER, CPP, and other documents (CG)	█						
Conduct community tour of Lexington-Fayette County (JG, MM, SM)		█					
Gather demographic, socioeconomic, GIS, land use, and other relevant data and organize into tables, maps, and graphs (JG, MM, SM)	█	█					
Conduct community meetings, interviews, focus groups, and community survey regarding fair housing issues and other housing needs (JG, SM, MM)		█					
Collect fair housing complaint data from HUD's Fair Housing and Equal Opportunity Office and local agencies (KR)	█	█					
Research zoning laws, subdivision regulations, building codes and other local government requirements (KG)	█	█					
PHASE 2: ANALYSIS & DRAFTING							
Analyze demographic, housing, and lending data to identify protected class concentrations (MM, SM)			█				
Analyze all qualitative and quantitative data in Phase 1 to identify potential fair housing issues; draft impediments (Team)			█				
Analyze the scope and impact of fair housing efforts by LFUGG and other local agencies (KR)			█				
Compile a comprehensive list of potential impediments to fair housing choice in LFUGG, with recommended actions to address each (JG and team)				█			
PHASE 3: PRESENTATION & APPROVAL							
Provide a draft AI for review and comment by LFUGG staff; Revise document as needed based on staff input (JG, MM, SM)					█		
Hold a public review period and public hearing on the draft; Present to LFUGG staff, public, and others (JG)					█		
Revise draft AI based on public comments and/or staff comments (MM, SM)						█	
Prepare appendices including data sources, list of interview/meeting participants, and other relevant items (CG)						█	
Finalize study and prepare for submission LFUGG and HUD (MM, SM)							█



BUDGET

For the performance of the scope of services detailed herein, Mosaic proposes a firm fixed price inclusive of all costs associated with the project. Specifically, Mosaic’s fixed price includes cost of staff to oversee, manage, and perform the specified services, cost of office supplies, and the costs to prepare, print, and bind the final product.

Mosaic proposes a \$36,275 fixed, not-to-exceed fee for the research and development of an Analysis of Impediments to Fair Housing Choice for the LFUCG, as detailed below.

Fee Schedule by Major Project Component		Cost
Personnel Costs		
Phase 1: Community Input and Data Collection		\$11,750
Phase 2: Data Analysis & Document Drafting		\$12,500
Phase 3: Presentation & Approval of Documents		\$8,250
Subtotal		\$32,500
Travel		
Community workshops and one-on-one interviews		\$2,500
Public hearing		\$950
Subtotal		\$3,450
Printing / Report Production		
Production of final AI; copies of surveys and meeting materials		\$325
Subtotal		\$325
Total Proposed Project Fee		\$36,275



REQUIRED FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2015

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

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

PRODUCER EPIC Insurance Brokers & Consultants 2405 Satellite Blvd #200 Duluth GA 30096-5808		CONTACT NAME: Lorie Anslem PHONE (A/C, No, Ext): (770) 232-0202 FAX (A/C, No): (770) 232-9202 E-MAIL ADDRESS: lorie.anslem@epicbrokers.com	
INSURED Mosaic Community Planning, LLC 195 Arizona Ave NE, Ste. 123 Atlanta GA 30307		INSURER(S) AFFORDING COVERAGE INSURER A: Mass Bay NAIC # 22306 INSURER B: Hanover Specialty Industrial INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		ODA A796204 00	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ODA A796204 00 Liability Only	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$	
	AGGREGATE \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	WDA A796166 00	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			LHA A797485 00	12/1/2015	12/1/2016	Per Occurrence 1,000,000 Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lorie Anslem/LORANS

AFFIDAVIT

Comes the Affiant, Melissa M. Mailloux, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Melissa M. Mailloux and he/she is the individual submitting the proposal or is the authorized representative of Mosaic Community Planning, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Melissa M Maillon

STATE OF GA

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Melissa Maillon on this the 9 day of Dec, 2015.

My Commission expires: Sept 18, 2016

Pat Brown

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Melissa M. Mallory
Signature

Mosaic Community Planning, LLC
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Mosaic Community Planning, LLC

Date: 12 / 13 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	3	1	1				1			1	2
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:	3	1	1				1			1	2

Prepared by: Melissa Mailloux, Principal Partner

Name & Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 54-2015

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Kelley Gray, Esq. 879 Confederate Ave SE Atlanta, GA 30312 404.831.1397 kelleybgray@gmail.com	Zoning Analysis and Review of Fair Housing Lawsuits	\$3,500	10%
2.			
3.			
4.			

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

Mosaic Community Planning, LLC

Company

12/14/2015

Date

Melissa Mailloux

Company Representative

Melissa Mailloux, Principal Partner

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 54-2015

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Mosaic Community Planning, LLC	Contact Person Melissa Mailloux
Address/Phone/Email 195 Arizona Ave NE, Suite 123, Atlanta, GA 30307 770 366 7893 melissa@mosaiccommunityplanning.com	Bid Package / Bid Date RFP#54-2015 / Due December 16, 2015

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
None							

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

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

Mosaic Community Planning, LLC
Company

Melissa M Mailloux
Company Representative

12/14/2015
Date

Melissa Mailloux, Principal Partner
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 54-2015

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

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

X Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

X Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

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

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

 Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

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

 Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Mosaic Community Planning, LLC

Company

Melissa M Mailloux

Company Representative

12/14/2015

Date

Melissa Mailloux, Principal Partner

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Melissa M. Meillon
Signature

12/14/2015
Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#RFP 54-2015**

Date: December 10, 2015

Subject: Analysis of Impediments to Fair Housing

Address inquiries to:
Todd Slatin
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

Specification No. 8. **REQUIRED PROPOSAL FORMAT.**

Delete requirement for submittals No. 3 and 16 - 19. All pages in RFP package requiring signature should be submitted with proposal.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Mosaic Community Planning, LLC

ADDRESS: 195 Arizona Ave NE, Suite 123, Atlanta, GA 30307

SIGNATURE OF BIDDER: Melissa M. Mailer