



**WISER** STRATEGIES  
communicate well.

**Lexington-Fayette Urban County Government RFP**

**#23-2022**

**Stormwater, Waste Management and Safe Streets**

**Marketing Placement 5 May 2022**

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"The greatest threat  
to our planet is the  
belief that someone  
else will save it."

ROBERT SWAN

# wiser strategies capabilities

Wiser Strategies helps organizations and the people who run them achieve greater success through effective communication. We craft and execute custom communication strategies that inform, engage and motivate key audiences.

We use an integrated approach to communication, which means looking at the big picture and incorporating all the strategies and tools needed to reach a client's goals.

The business model we have successfully used for the past 19 years maximizes customer service and minimizes cost. In addition to full-time employees, we have established relationships with a core team of independent creative professionals with whom we collaborate. And, our young professionals bring new ideas, energy and inspiration.

Our client-centric teams enable Wiser Strategies to employ the best talent for the job, reduce overhead, respond promptly and enhance results.

As a full-service agency, Wiser Strategies has demonstrated expertise in the following areas:

Research: marketing, employee, consumer, stakeholder

Branding: logos, taglines, messaging, voice, design

Creative: concept development, production

Media Placement: earned (publicity), paid, owned

Plans: marketing, media, communication, crisis, public input

**We strategize and develop, hone and distribute targeted messages via publicity, experiences, social media and advertising**

**WISER STRATEGIES' CORE VALUES ARE:**

1. Think deeply and creatively
2. Respect each other
3. Create change
4. Dream large
5. Communicate clearly

# hourly rates & estimated hours

Wiser Strategies' Hourly rate for this project is \$100 an hour.

Based on experience with media placement and working in government environments, we have estimated time as requested.

A. Account Management	138 hours @ \$100 = \$13,800
B. Plan Development	224 hours @ \$100 = \$22,400
C. Reporting	28 hours @ \$100 = \$2,800
D. Evaluation	28 hours @ \$100 = \$2,800

Full Estimated Fees: \$41,800

**We are committed to transparency – sharing plans in full detail with rates so there is every confidence that LFUCG is getting the full benefit of its budget.**

# team members assigned to project

**Team Members Assigned and Roles:**

Nancy Wiser, Sr. Account Manager

Monica Lawton, Media Buyer

Allie Wasson, Account Coordinator

Team members' resumes are provided on the following pages.



# nancy wiser

**WISER STRATEGIES PRESIDENT NANCY WISER, APR, FELLOW, PRSA PRESIDENT**, is most in her element when analyzing, developing or managing strategic communication programs and counseling top executives. She also thrives on the creative process. Association, government and other non-profit programs have been a significant focus of Nancy's career.

Prior to establishing Wiser Strategies, Nancy co-founded Wiser, Hemlepp & Associates in 2000 and was vice president of The Preston Group, which she joined in 1992. There she managed several of the firm's larger accounts.

She began her career in healthcare, serving as director of public relations and marketing for Cardinal Hill Rehabilitation Hospital and holding management positions with Eastern State Hospital, Good Samaritan Hospital and Oakwood Residential Facility.

Clients within the association, government and non-profit sectors include foundations, educational organizations, workforce development, economic development, state and local governments, and numerous health organizations.

Nancy has been a leader in the Public Relations Society of America throughout her career. She is a member of the prestigious College of Fellows and the Counselors Academy and is the youngest member inducted into the Thoroughbred Chapter's Hall of Fame. She has played a leadership role at every level of the international organization, including board positions with the society and its foundation, and was honored with the 2015 East Central District PRSA Platinum Award for service and leadership. The Counselors Academy provides Wiser Strategies with an international network of communication firms.

Nancy is a board member of Bluegrass Tomorrow. She served for eight years on the Lexington-Fayette Urban County Airport Board including two years as chairman. In 2014 completed one of several terms on Commerce Lexington's Board of Directors.

She holds a master's degree in communication from the University of Kentucky and an undergraduate degree from Eastern Kentucky University. She has been a visiting instructor with the University of Kentucky's Integrated Strategic Communication program and Eastern Kentucky University, teaching courses in media relations, writing, and public relations cases.

Nancy has presented nationally and regionally on such topics as marketing, issue management, media relations, customer satisfaction, and research.



# monica lawton brodbeck

**MONICA LAWTON BRODBECK, MEDIA BUYER** When it comes to stretching pennies or delivering maximum bang for the buck, Monica Brodbeck has few equals. With over 25+ years of experience in strategic media planning and buying, she has brought her tough-minded dedication to a host of clients. She started her career in Louisville, KY, working on a host of local clients for the past 25 years! During her career, she has expanded to working in multiple markets across the county.

Brodbeck spent the bulk of the media career as founder/president of Lawton Media Services, Inc. (for the past 21 years). Prior to founding her own business, she spent several years at Doe-Anderson Advertising (Louisville, KY). Brodbeck has extensive planning/buying experience in the areas of banking, education, medical, government, and tourism.

Monica oversaw the media planning/buying for the state of Kentucky for 8 years. She was responsible for the brand media planning; and for creating the cooperative advertising programs for the Kentucky Department of Travel. She also has worked on various other cabinets in Kentucky: Department of Transportation, Department of Justice & Public Safety, Health and Family Services, the Kentucky State Fair, Economic Development Cabinet, Kentucky State Parks, Department of Fish & Wildlife, the Kentucky Department of Agriculture, etc. In the government arena; Monica has also worked on projects for the city of Louisville and LFUCG. She has also done two stints of media planning/buying for TARC.

In the tourism area, Monica has a host of experience beyond Kentucky. She is currently working with the Spartanburg, SC CVB; and also provides strategic media planning/buying on a consulting basis for North Myrtle Beach CVB. In the past she has also worked with the Daytona Beach Area CVB, the state of West Virginia, US Space & Rocket Center, Spectrum Resorts, French Lick Springs Resorts, Bardstown CVB, and the Brown County CVB.

Her experience is also extensive in healthcare industry; having worked on image media planning, as well as promoting specific product lines (cancer, maternity, wound care, etc), and on recruitment efforts. Her account experience includes: U of L Healthcare, Floyd Memorial Hospital, Behavioral Healthcare Corporation, Springstone (Behavioral Healthcare), Anthem Blue Cross/Blue Shield of Kentucky, Alternative



Health (insurance), Meadowview Hospital, Eye Associates, Kentucky Spirit Health (insurance), JohnKenyon American Eye Institute, Home Instead Senior Care, and Hosparus. She currently does consulting work on the Appalachian Regional Healthcare account.

In the banking area, she currently works with Stock Yards Bank. In the past she also worked several other banks including First National Bank (Louisville, KY), and helped them to transition to National City Bank. While at Doe-Anderson she was implemental in helping to win the National City Bank account (several markets). In the education area she worked with Hanover College for 7 years (2011-2017). She also worked with Indiana University Southeast for 14 years. She also done projects for Galen College of Nursing and IUPUC (Indiana-Purdue University Columbus).

Brodbeck is a three-time recipient of the AWRT (American Women in Radio & Television) Media Director of the Year award, and in 2005 received the prestigious 40 under 40 award from Business First.



# allie wasson

**MARKETING ADMINISTRATION SPECIALIST ALLIE WASSON** graduates May 6 from the University of Kentucky and will begin full-time employment May 9. After joining Wisier Strategies in late 2020, first as an intern and soon after as a part time-time employee, Allie has broadened her experience in data analytics and the business administration side of a marketing firm.

Allie is drawn to working with social media and had worked with multiple clients' social media platforms along with creating in-house media for Wisier Strategies. She also has managed advertising media buy tracking and payment for various clients.

Before starting her position at Wisier Strategies, Allie worked for RippleMatch as a leadership and development inter. At RippleMatch, Allie leveraged various growth strategies on tools such as social media, email marketing, and peer networking. This internship gave her the confidence to grow her network and take on a leadership role.

As an accounting assistant for NCT Technologies Group, Allie performed ongoing training through PeachTree accounting software. With this she entered one hundred plus invoices into the account software, as well as matched invoices with packing receivers.

Allie has learned all things Google Analytics, SPSS Software, Tableau Prep Builder, JMP Pro 14, MySQL, and Microsoft Office with the help of her professors to further her knowledge within the marketing and analytics field.

Originally from Tipp City, Ohio, Allie has made a home for herself in Lexington, KY.

# commission for ads placed

For this project, Wiser Strategies would bill LFUCG the "net" rate. That means LFUCG would pay the rate given to Wiser Strategies so there would be no commission. We will bill LFUCG for our time as agreed upon in the contracting process.

# proposed placement plans:

## a. Recycling 6-week plan for Central Kentucky

**Media Objective:** To reach residents of Central Kentucky to encourage proper recycling.

**Challenge:** The geographic area that was outlined includes numerous counties; and the audience is all residents (so Adults 18+); therefore, making this is a very large target market.

**Solution:** Mass target = Mass media

Please see analysis of these counties below:

County	Population	% of Owner -Occupied Housing (Own Home)	Lexington TV DMA	Radio MSA
Anderson	2,663	76.4%	YES	NO
Bourbon	20,184	62.3%	YES	YES
Boyle	30,100	66.5%	YES	NO
Clark	36,249	65.7%	YES	YES
Fayette	323,780	54.0%	YES	YES
Franklin	50,815	63.2%	YES	NO
Harrison	18,778	69.6%	YES	NO
Jessamine	53,920	62.1%	YES	YES
Madison	92,368	59.0%	YES	YES
Mercer	21,774	71.8%	YES	NO
Scott	56,031	69.5%	YES	YES
Shelby	48,518	69.3%	NO	NO
Woodford	26,533	70.5%	YES	YES

All counties are covered by television, with the exception of Shelby County (which is only 6% of total targeted population).

# proposed placement plans:

## Recommendation:

Invest 100% of media dollars into Lexington Television. Following our proposed billing structure, we'd place \$40,148 in television, we'd then pass along 15% agency commission so that the total payable to the station is \$34,126.

Television costs vary by the time of the year, whether it is a political advertising time period, supply/demand on inventory, and how far in advance you book the schedules. So, without having a time frame; we can only give you estimates on delivery with your budget.

We'd anticipate focusing dollars locally during the following news time periods:

Early Morning 5:30A-9A

Early News 4P-7P

TV is purchased based upon rating points. 1 rating point equals reaching 1% of the population. Gross rating points are a total of these measurements (and take into account that people will see multiple messages). We'd estimate buying a total of 500 GRP's; and achieve an overall reach of 85%-90% with a frequency of 5-6 times. This is an estimate; and after negotiations we may exceed this.

Other forms of media were considered (radio, cable, banner ads, pre-roll video, etc); however, none can provide the reach across these numerous counties at the level of television.

**Creative Assets:** 30-second TV spot

## Added Value:

We'd look to leverage the buy to 1-2 viable stations, thus giving us more negotiating power. We'd use this negotiating power to get added value such as news billboards, bonus spots, participation in station community activities, etc. We'd work in conjunction with you to determine what added value would be the most valuable.

## Budget Recap:

Based on our proposed fee, and the % of the overall budget this campaign represents; the fee portion allocated to this campaign would be \$5,874. Wiser strategies would take no media commission.

Wiser media placement and management fee	\$5,874
TV Booked with stations	\$34,126
(Note: 15% commission would be passed along to client)	
<b>Total Cost:</b>	<b>\$40,000</b>

# proposed placement plans:

## **b. Proper fertilizing four-week campaign for Lexington:**

**Media Objective:** To reach homeowners in Fayette County and educate them on proper fertilizing techniques.

**Challenges:** Outlined in the RFP, it was suggesting that 70% of the budget target those who do their own lawn care, and 30% target those who hire their lawn care. It is impossible to make this differentiation with the media buys; and both of these scenarios would need to be addressed in the creative. Since we need to be very targeted to Fayette County, the challenge is buying media so there is little waste.

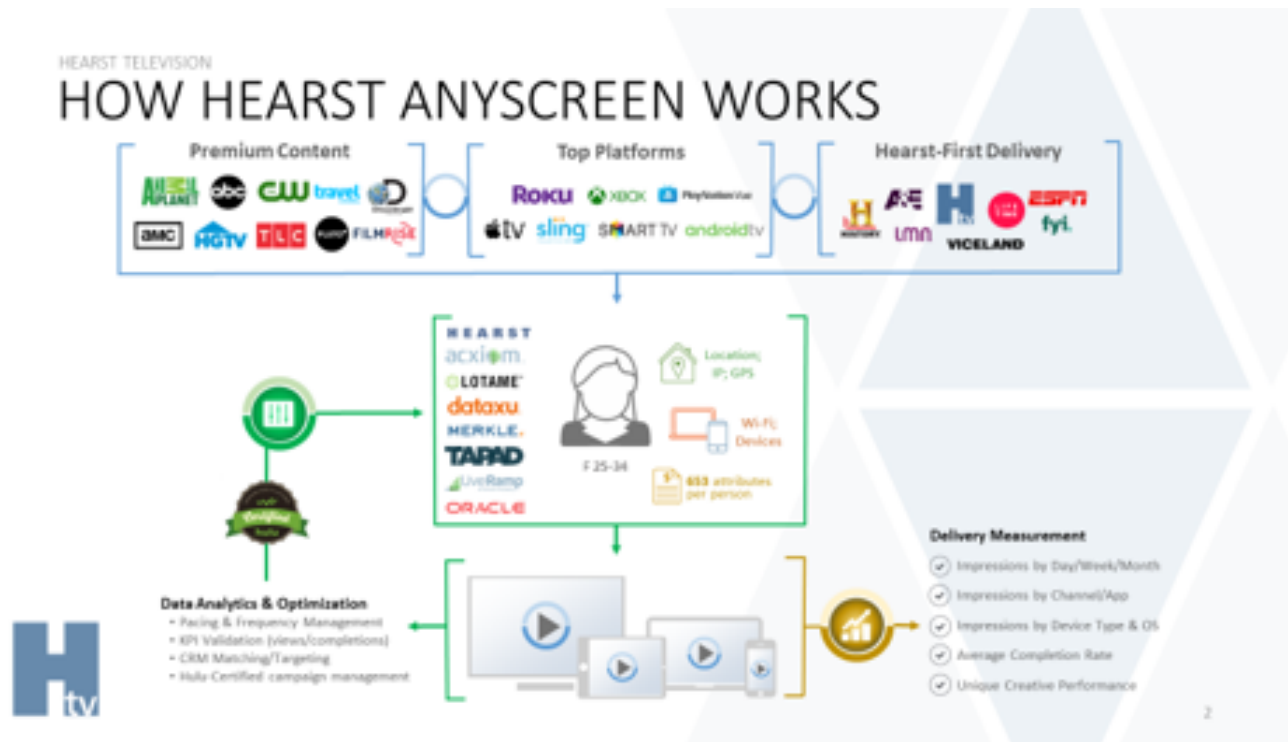
**Solution:** Target Adult 25+ homeowners in Fayette County; as all homeowners either have to cut their grass or hire it done.

### **Recommendation:**

- With the target of Adults 35+ homeowners, this is a pretty broad target; thus, lending itself to needing mass media: Radio, Broadcast TV, or Cable TV. With radio and television there is a lot of waste, and it is not recommended for this particular buy. For example, in the past, we reviewed a schedule with WLEX TV. Looking at Nielsen research for the Metro, Fayette County makes up 62% of the metro. By the time we factored out the waste, the CPM (cost to reach 1,000 people) would be around \$40.
- Cable Television advertising is a different case, as we can look at targeting Fayette County versus the entire metro area, the CPM would be around \$25. Based upon research of homeowners 25+, we'd expect to include HGTV and Fox News (the top two networks with Homeowners 25+). Other networks that also do well with homeowners that we would expect to include are: A & E, Bravo, CNN, Discovery, Food, Lifetime, History, TLC, and USA (possibly some others). We'd expect the cable advertising to reach over 90% of cable households in Fayette County; this equates to reaching about 79% of all households. We would expect the frequency to be a minimum of 6-7 times.
- In addition to cable television, we'd look to add OTT television (this basically helps us reach the cordcutters who watch TV on their schedule). Our experience is that HULU has huge minimum for advertising (\$30,000) and is not an option for many clients. We've reviewed numerous companies for OTT support; and we've found that Hearst is the most affordable; while giving us guaranteed completion rates of 96%. However, we've seen more like 98% completion rates; and we've had them over-deliver on many occasions by running additional impressions.

# proposed placement plans:

With OTT, people are watching on demand when they want to. They are choosing the program; and once they start watching the program the commercials are non-skippable. OTT provides a very engaged audience; the CPM is \$42 (but you are getting a very targeted a very engaged audience). We can use research to target this buy to homeowners, and we can target the purchase to Fayette County only. Please see next page for an outline of content/platforms. Although they can target to desktop/mobile as well as the big screen, we'd recommend running this campaign all on big screen (television); as the completion rates are the best! With the budget allocated to this, we'd serve 150,000 impressions.



# proposed placement plans:

**Creative Assets:** 30-second TV spots (vary messaging between those who do it themselves and those who have it done for them)

**Added Value:**

We'd anticipate negotiating bonus spots on cable, and bonus impressions on OTT.

**Budget Recap:**

Based on our proposed fee, and the % of the overall budget this campaign represents, the fee portion allocated to this campaign would be \$3,663. Wiser strategies would take no media commission.

Wiser media placement and management fee	\$3,663
Cable TV (\$17,690 less commission discount)	\$15,037
OTT – Negotiated Net CPM of \$42 (no commission)	\$ 6,300

**Total Cost: \$25,000**



# performance measurement

- a. Recycling: From a media perspective, we'd do a post-buy analysis to make sure the television stations delivered at least 90% of planned ratings (this is an industry standard). If stations did not meet this goal, they'd be required to run extra spots to meet this goal. From an overall perspective, we'd ask you to provide recycling numbers for same period last year, compared to the same period in the current year to see how the advertising moved the needle.
- b. Proper Fertilizing: We'd do a post-buy analysis to make sure the cable networks delivered at least 90% of planned ratings (this is an industry standard). If they do not meet this goal, they'd be required to run extra spots to meet this goal. For OTT, we get a completion report showing that all impressions were delivered, and the completion rate on those impressions. Report will also show any over delivery or bonus impressions.

# sample campaign plan:

## Statewide Health Plan Services

When a large, national health plan entered the Kentucky market on a statewide basis, the company hired Wisier Strategies as its agency of record for all communication services. The company had an ambitious goal of quickly becoming the market leader among other plans within a specific service area that was new to the state.

With the need to move quickly, the client asked Wisier Strategies to prepare an initial plan that was "aggressive" and would claim the state. The resulting proposal included stair stepped options that would position the plan as a dominate player in Kentucky. The costs ranged from \$585,052 to \$998,275.

### Aggressive Advertising Budget Options

#### A. Optimal

TV \$435,657

Broadcast television in Lexington, Bowling Green, Paducah, Evansville, and Charleston  
Huntington

250 GRP's per week 50/50 mix of :30's and :60's

Daypart GRP distribuon:

Early Morning	20%
Dayme	25%
Early Fringe	10%
Early News	25%
Prime Access	20%

Cable \$275,295

We will achieve approximately 150 GRP's per week with the cable buy. Cable will be used to cover the counties not covered by broadcast TV: Boone, Campbell, Kenton, Gallatin, Pendleton, Grant, Bracken, Mason, Robertson, Owen, Christian, Clinton Cumberland, Monroe, Trigg, Logan, Todd, Simpson, Logan, Floyd, Pike, Breathitt, Harlan, Bell, McCearly, Taylor, Green, & Adair. Allen & Owen counties were desired; but there is no local cable insertion; and to cover Taylor county the cost is very expensive and would give us areas we don't want (so it is not recommended). Note: Taylor county has very strong radio coverage. Cost is based on using a 50/50 mix of :30's and 60's

Radio \$255,323

(Use :60 spots where sold by "unit", and :30 spots where :30's are sold at lesser cost)

Metro radio in Lexington & Bowling Green 200 GRP's/Week (mix of :30's & :60's) \$52,000 Outlying Radio – 25 spots per week on each station (:30 spots) \$203,323 Cincinnati – no Cincinnati radio is recommended, minimal coverage in northern Kentucky.

Outdoor \$32,000 (Includes poster printing)

To give additional coverage in Boone, Kentucky, & Campbell counties in northern Kentucky; in Fayette county (Lexington) where the biggest population base is, in southern Kentucky in the following counties Clinton, Monroe, Allen, Simpson, & Logan; and McCreary, Bell, Harlan, & Cumberland in southeastern Kentucky. Using outdoor to supplement especially in northern Kentucky where radio coverage is slim, but also to add to areas getting the lower cable GRP levels, and to additional coverage in high population areas.

Grand Total: \$998,275

#### **B. Moderate**

TV \$348,526 (Same as above but reduce GRP's to 200 per week)

Radio \$201,659 (Note: Very minimal radio coverage in northern Kentucky, no Cincinnati radio purchased), GRP's at 150 per week

Cable \$183,530 (Note: This keeps the GRP levels at 150 but runs all spots as :30's)

Outdoor \$19,000 (Northern Kentucky Only)

Grand Total: \$752,715

#### **C. Minimal (But still a good plan)**

TV \$261,526 (all :30's)

Radio \$120,996 (use 3 of the 5 weeks, at 150 GRP's week (use to launch two weeks, then come back final week)

Cable \$183,530 (all :30's)

Outdoor \$19,000 (Northern Kentucky Only)

Grand Total: \$585,052

Note: There is always the option of cutting the TV, Radio, & Cable to 4 weeks versus 5 to save money. The outdoor is only 4-weeks as planned.

Due to a number of circumstances relating to how the new service was being implemented by the regulatory agency and the company's start-up in the state, it was determined that all-out, statewide campaign would not be needed, but the health plan did want to make a strong impact and gain market share.

Wiser Strategies developed a media buy to enable the company to reach across the state with advertising while focusing more of the spend on the most profitable markets geographically. This leveraged the buy significantly.

With a budget of approximately \$121,000 for approximately over about three months, the media mix selected for its ability to reach the targeted audience, lower-income individuals, included radio, broadcast TV, and rural newspapers.

The following is a summary of the buy:

\$120,000 advertising budget

- Run 150-175 GRP's/week for 4 weeks in Lexington, Bowling Green, Evansville (9 counties in Kentucky including Daviess County), & Charleston/Huntington (10 counties in Kentucky, including Pike & Floyd)
- Total population 18+ for Kentucky (less Louisville DMA): 3,094,967
- Total Kentucky population for Lexington, Bowling Green, Evansville, & Charleston Huntington is 1,543,679
- Reach was 90%+, thus reaching a minimum of 1,389,311 Adults 18+

Within months of the launch, the health plan gained the largest market share among its competitors.

This approach demonstrates our willingness to work within the ultimate budget parameters of the client and making dollars count by being very strategic. It was consistent with other advertising programs Wiser Strategies has executed: Use a budget to reach the most people within the most important segments.

# value-added opportunities

As mentioned in the buy plans shared, we always seek added value – first by being very strategic in the buy itself, then negotiating the best rates, and finally by requesting bonus items such as news billboards, bonus spots, and participation in station community activities, etc. We would work in conjunction with you to determine what added value would be the most valuable.

For the 2021 LFUCG Recycling campaign we negotiated added value of 5-10 spots per week as bonus on WKYT and 15X/Week on EKYT for the duration of 4 1/2 months.

# references

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# additional notes: scoring items

## **Specialized experience and technical competence of the staffing of the firm with the type of service required**

Wiser Strategies' team members have decades of experience in advertising and promotion as well as working with municipal and state government, and quasi-governmental organizations. Nancy is a life-long resident of Central Kentucky, having grown up in Lexington and worked in the city throughout her career.

Municipal government: Lexington Fayette Urban County Government, City of Nicholasville, City of Millersburg

## **Commitment and capacity of the to achieve the greatest impact for dollars spent**

We have the capacity to provide the work outlined and are driven to achieve the best possible results for our clients. We value our relationship with LFUCG and believe that working with EQPW in multiple capacities will enable us to enhance our understanding and service to the department and city. We will advise EQPW on what we believe the best approach will be but understand that our client has multiple goals and objectives and may need to alter the plan to better suit it's needs.

## **Past performance on contracts**

Based on feedback we have received from LFUCG and other clients, we have a strong track record of serving them at the highest level. We strive to respond timely and with expected quality or higher, always within the agreed upon budgets.

## **Familiarity with the details of the project**

As a subcontractor, then a prime contractor for LFUCG EQPW during the past two years, Wiser Strategies has hands-on experience in planning, executing and evaluating media placement as outlined in this RFP. We know the professional staff leading the program and have gained deeper understanding of their deep commitment to accomplishing more with each step and project.

## **Degree of local employment to be provided by the person or firm.**

Wiser Strategies has the capacity to develop, create and execute the campaigns for LPA throughout the next two years. We use a detailed project management tool, Smartsheet, to plan and track all key steps for every project with timelines, responsibilities and budgets outlined. We can share the process with our clients so they know what is happening with each project at any given time.

## AMERICAN RESCUE PLAN ACT

### CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

**The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements 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, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an



investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be*

*withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

*(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

*5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

*6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*

*8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

*9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

*12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

*13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

04/27/2022

Date

## **SELECTION CRITERIA:**

1. Completeness and professionalism of the written proposal, including a demonstrated understanding of the scope of work (15 points)
2. Specialized experienced, capacity and technical competence of the person or firm (10 points)
3. Commitment and capacity of firm to achieve the greatest impact for dollars spent (15 points)
4. Quality of sample placement plans provided (hypothetical and actual) (20 points)
5. Past record and performance on contracts with the Urban County Government or other entities with respect to such factors as control of cost, quality of work, responsiveness to client and ability to meet schedules (10 points)
6. Familiarity with the details of the project (10 points)
7. Degree of local employment (10 points)
8. Estimated cost of services (10 points)

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 IonWave at: <https://lexingtonky.ionwave.net>**

## 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, Nancy Wiser, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Nancy Wiser and he/she is the individual submitting the proposal or is the authorized representative of Mackey Group LLC d/b/a Wiser Strategies, 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.

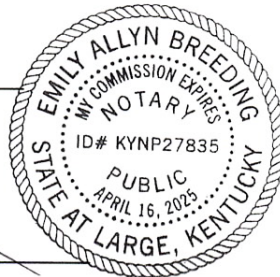
Further, Affiant sayeth naught.

Nancy Wisser  
STATE OF Kentucky  
COUNTY OF Layette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Nancy Wisser on this the 29<sup>th</sup> day  
of April, 2022.

My Commission expires: April 16<sup>th</sup> 2025

Emily Allyn Breeding  
NOTARY PUBLIC, STATE AT LARGE



# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

Wiser Strategies  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Wiser Strategies

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators			1															1
Professionals		2	6			1	1											3 7
Superintendents																		
Supervisors																		
Foremen																		
Technicians																		
Protective																		
Para-																		
Office/Clerical																		
Skilled Craft																		
Service/Maintena																		
<b>Total:</b>		2	7			1	1											3 8

Prepared by: Nancy Wiser Date: 04 / 27 / 2022

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses 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 Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)



**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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) 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 and Veteran-Owned 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 or delay in contract award.**

#### 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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

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





## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 23-2022**

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Wiser Strategies 108 Esplanade, Suite 240 Lexington, KY 40507 859.269.0123 nancy@wiserstrategies.com	WBE DBE		Expenses + Fees	100
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.

Wiser Strategies  
**Company**

04/27/2022  
**Date**

Nancy Wisser  
**Company Representative**

President  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 23-2022**

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

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 #** 23-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> Wiser Strategies	<b>Contact Person</b> Nancy Wiser
<b>Address/Phone/Email</b> 108 Esplanade, Suite 240 Lexington, KY 40507 859.269.0123 nancy@wiserstrategies.com	<b>Bid Package / Bid Date</b> 23-2022 /05/05/2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Wiser Strategies 108 Esplanade, Suite 240 Lexington, KY 40507	Nancy Wiser	859.269.0123 Work 859.227.8850 Cell nancy@wiserstrategies.com	Applicant				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.

Wiser Strategies  
 \_\_\_\_\_  
**Company**  
 04/27/2022  
 \_\_\_\_\_  
**Date**

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

**Bid/RFP/Quote #** 23-2022

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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 # 23-2022

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Wiser Strategies  
\_\_\_\_\_  
**Company**  
04/27/2022  
\_\_\_\_\_  
**Date**

Nancy Wiser  
\_\_\_\_\_  
**Company Representative**  
President  
\_\_\_\_\_  
**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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

  
\_\_\_\_\_  
Signature

04/27/2022  
\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**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

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.

- g. 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 BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

CONTRACTOR 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**

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

**Wiser Strategies**

108 Esplanade, Suite 240

Lexington, KY 40507

859-269-0123

[www.wiserstrategies.com](http://www.wiserstrategies.com)



**WISER** STRATEGIES  
communicate well.