

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 14 day of July 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY, INCORPORATED**, a Kentucky corporation, ("Organization") with offices located at 148 DeWeese Street, Lexington, Kentucky 40507, with an effective date of July 1, 2023.

**WITNESSETH**

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit "A" – Scope of Work
- B. Exhibit "B" – Quarterly Report Questionnaire
- C. Exhibit "C" – Year-End Report Questionnaire
- A. Exhibit "D" – RFP #26-2022
- B. Exhibit "E" – Organization's Response to RFP #26-2022

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

2. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the quarterly summary of the Organization's performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the year-end summary of the Organization's performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit C, which is incorporated herein by reference (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2023, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government.

4. Government shall pay the Organization the total sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The first installment, in the amount of Seventy-Five Thousand Dollars (\$75,000.00), shall be made upon final execution of this Agreement and receipt of an invoice from the Organization. The second installment, in the amount of Seventy-Five Thousand Dollars (\$75,000.00), shall be made upon full provision of the services required under Exhibit A for the relevant term and receipt and review by the CDO, and acceptance by the Lexington Economic Development Investment Board, of all reports required by this Agreement, to the satisfaction of the Board and the CDO. Total sum of each payment shall be payable within thirty (30) days after receipt of required invoice as required in Paragraph 10 herein, July to June inclusive.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder. If the Agreement is terminated prior to the Organization rendering at least half the services required under Exhibit A, as determined by the CDO, Organization shall be required to repay that portion of compensation received for which services were not provided.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at

the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

8. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of or breach of this 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 Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the

Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the 12:00pm (noon) on the last Friday of each quarter (e.g.: Friday, September 29, 2023; Friday, December 29, 2023; Friday, March 29, 2024; and Friday, June 28, 2024), the Organization shall submit electronically a Quarterly Progress Report to the CDO, on such forms as the CDO shall provide, containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter, (a) a description of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to Organization by the Government). Organization shall attend Lexington Economic Development Investment Board meetings scheduled the first Tuesday of each month, and any special meetings, to answer any questions regarding the quarterly report. No later than June 1, 2024, Organization shall provide a Year-End Report electronically to the CDO containing a year-end report for services enumerated in Exhibit C incorporated herein by reference (or a similar form created and provided to Organization by

the Government); and an invoice requesting final compensation for the services provided in accordance with this Agreement. Failure to electronically submit the reports and invoice described herein by the required date shall result in the payment to Organization being withheld until all reports referenced by this Agreement and an invoice are submitted to the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment will be made upon acceptance of the Organization's year-end report by the CDO and the Lexington Economic Development Investment Board.

11. By March 31, 2024 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

12. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

13. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG.

14. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

15. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

16. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause



any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

17. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

18. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

19. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

20. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

21. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

22. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

23. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

24. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

25. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

26. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Urban League of Lexington-Fayette County  
148 Deweese Street  
Lexington, Kentucky 40507

Att: P.G. Peebles, President, Urban League of Lexington-Fayette County

(or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Att: Kevin Atkins, Chief Development Officer

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*

LINDA GORTON, MAYOR

ATTEST:

  
Abigail Allan, Clerk of the Urban County Council  
Deputy

URBAN LEAGUE OF LEXINGTON-  
FAYETTE COUNTY, INCORPORATED

BY:   
RAY DANIELS, CHAIRPERSON

ATTEST:

  
WITNESS: Annissa M. Franklin  
DATE: 06-14-2023

## **EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Urban League of Lexington-Fayette County

### **SCOPE OF WORK – WORK-LEXINGTON**

#### **Local Contribution:**

Urban League of Lexington-Fayette County will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits "D" and "E" of this Agreement, which include, but are not limited to:

1. Serve as a coordinator for WORK-Lexington managed by the Office of the Chief Development Officer/Director of Workforce and Business Engagement. Organization is to be the primary coordinator and point of contact for the WORK-Lexington program ([www.lexingtonky.gov/lexwork](http://www.lexingtonky.gov/lexwork)) office(s), including on-site program coordination and support for the office(s), and quarterly partner meetings.
2. Coordinate with existing WORK-Lexington partners to provide access to workforce programming in various locations for residents of Lexington.
3. Work with local employers to help connect WORK-Lexington partners to potential jobs placement opportunities.
4. Work with WORK-Lexington partners to promote workforce events related to training and placement.
5. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s).
6. An annual report will be submitted to the Chief Development Officer/Director of Workforce and Business Engagement and the Economic Development Investment Board by June 1, 2024 detailing the activities of that current year.
7. Work with Office of the Chief Development Officer/Director of Workforce and Business Engagement to utilize current on-line presence of WORK-Lexington webpage.
8. Assist all WORK-Lexington partners with scheduling and promoting their respective services provided to the community. Schedules will be approved by the Office of the Chief Development Officer/Director of Workforce and Business Engagement.
9. Items reflected in following pages of work plan from Urban League of Lexington-Fayette County.

**EXHIBIT "B"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Urban League of Lexington-Fayette County

**QUARTERLY REPORT QUESTIONNAIRE  
(DUE BY NOON FRIDAY, SEPTEMBER 29, 2023; FRIDAY, DECEMBER 29, 2023;  
FRIDAY, MARCH 29, 2024; AND FRIDAY, JUNE 28, 2024)**

**ORGANIZATIONAL QUARTERLY QUESTIONS**

**LISTING OF MEMBERS/STAFF ACTIVELY WORKING ON WORK-LEXINGTON  
EFFORTS ON BEHALF OF URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY**

Name	Race	Sex	Years of Experience With Employer	Years of Experience in Workforce Development
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**TOTAL AND  
PERCENTAGE FOR  
EACH  
CATEGORY/COLUMN**

**LISTING OF BOARD MEMBERS FOR URBAN LEAGUE OF LEXINGTON-  
FAYETTE COUNTY**

Name	Race	Sex	Years as Board Member for the Organization
<b>TOTAL FOR EACH COLUMN</b>			



**ORGANIZATIONAL QUARTERLY QUESTIONS**

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**NUMBER OF WORK-LEXINGTON PARTNER COORDINATION MEETINGS HELD DURING THE MOST RECENT QUARTER** X

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**PARTNER ORGANIZATIONS WHO ATTENDED WORK-LEXINGTON COORDINATION MEETINGS HELD DURING THE MOST RECENT QUARTER**

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**SECOND CHANCE EMPLOYEES PLACED IN THE MOST RECENT QUARTER** X

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**PROGRAM PARTICIPANT QUARTERLY QUESTIONS**

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**NUMBER OF PLACEMENT TYPES DURING THE MOST RECENT QUARTER**

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<b>Temp Agency</b>	X
<b>Partner Agency</b>	X
<b>Private Employer</b>	X
<b>Other</b>	X

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<b>NUMBER OF EMPLOYEES SERVED BY PROVIDING TRAINING TO UPSKILL THEIR EMPLOYMENT DURING THE MOST RECENT QUARTER</b>	<b>X</b>
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<b>NUMBER OF CLIENTS/INDIVIDUALS RECEIVING CAREER COACHING DURING THE MOST RECENT QUARTER</b>	<b>X</b>
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<b>NUMBER OF CLIENTS/INDIVIDUALS SERVED IN POST-EMPLOYMENT COACHING DURING THE MOST RECENT QUARTER</b>	<b>X</b>
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- TOP FIVE BARRIERS TO EMPLOYMENT IDENTIFIED IN MOST RECENT QUARTER**
- 1.
  - 2.
  - 3.
  - 4.
  - 5.

<b>SECOND CHANCE EMPLOYEES PLACED IN THE MOST RECENT QUARTER</b>	<b>X</b>
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**NUMBER OF PLACEMENT TYPES DURING THE MOST RECENT QUARTER**

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<b>Temp Agency</b>	<b>X</b>
<b>Partner Agency</b>	<b>X</b>
<b>Private Employer</b>	<b>X</b>
<b>Other</b>	<b>X</b>

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<b>NUMBER OF EMPLOYEES SERVED BY PROVIDING TRAINING TO UPSKILL THEIR EMPLOYMENT DURING THE MOST RECENT QUARTER</b>	<b>X</b>
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<b>NUMBER OF CLIENTS/INDIVIDUALS RECEIVING CAREER COACHING DURING THE MOST RECENT QUARTER</b>	<b>X</b>
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<b>NUMBER OF CLIENTS/INDIVIDUALS SERVED IN POST-EMPLOYMENT COACHING DURING THE MOST RECENT QUARTER</b>	<b>X</b>
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**EXHIBIT "C"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Urban League of Lexington-Fayette County

**YEAR-END REPORT QUESTIONNAIRE  
(DUE BY NOON SATURDAY, JUNE 1, 2024)**

**ANNUAL SUCCESS MEASURES**

<b>Total individual (non-duplicated) number of participants served by the program in the last year</b>	<b>X</b>
<b>Total individual (non-duplicated) number of participants who found employment during the last year</b>	<b>X</b>
<b>Total individual (non-duplicated) number of participants were assisted with resume and cover letter creation during the last year</b>	<b>X</b>
<b>Total individual (non-duplicated) number of participants who received job interviews in the previous year:</b>  <b>X</b>	<b>Number hired as a result of the interview:</b>  <b>X</b>

<b>Total individual (non-duplicated) number of participants who had identified barriers to employment:</b>  X	<b>Number who had identified barrier to employment removed:</b> X
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<b>Number of Non-Profit partners for WORK-Lexington program</b>	X
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<b>Number of employers who hired employees from the WORK-Lexington program</b>	X
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**TOP FIVE BARRIERS TO EMPLOYMENT IDENTIFIED LAST YEAR**

- 1.
- 2.
- 3.
- 4.
- 5.

**SECOND CHANCE EMPLOYEES PLACED IN THE LAST YEAR** X

**NUMBER OF PLACEMENT TYPES DURING THE LAST YEAR**

<b>Temp Agency</b>	X
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<b>Partner Agency</b>	<b>X</b>
<b>Private Employer</b>	<b>X</b>
<b>Other</b>	<b>X</b>

**NUMBER OF EMPLOYEES SERVED BY PROVIDING TRAINING TO UPSKILL THEIR EMPLOYMENT DURING THE LAST YEAR** X

**NUMBER OF CLIENTS/INDIVIDUALS RECEIVING CAREER COACHING DURING THE LAST YEAR** X

**NUMBER OF CLIENTS/INDIVIDUALS SERVED IN POST-EMPLOYMENT COACHING DURING THE LAST YEAR** X

<b>ACCOUNTING OF USE OF LFUCG FUNDS DURING THE YEAR</b>	
<b>Budget Category (EX: Marketing, Salaries, etc)</b>	<b>Amount</b>

**EXHIBIT "D"**

**Lexington/Fayette Urban County Government  
Addendum for Services  
Urban League of Lexington-Fayette County**

**RFP #26-2022**



# **Lexington-Fayette Urban County Government Request for Proposal**

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #26-2021 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 18, 2022**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

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

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



**The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.**

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

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

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

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

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

#### **Laws and Regulations**

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

#### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

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

**SELECTION CRITERIA:**

See page 48 for scoring criteria

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 addressed to:**

Todd Slatin, Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## **Affirmative Action Plan**

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

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

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

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

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

**AFFIDAVIT**

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(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 goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

**Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
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 Businesses 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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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 and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated 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 subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):



*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://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:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	859-257-7668
	Shirle Mack	<a href="mailto:smack3@email.uky.edu">smack3@email.uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cvcky.org">jcoles@cvcky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@rcul.org">rwaldon@rcul.org</a>	513-487-6534
<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@nwbo.org">janet@nwbo.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:lavozeck@yahoo.com">lavozeck@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<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 # \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## **GENERAL PROVISIONS**

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

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

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

to bribe an officer or employee of the LFUCG.

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

**A. Termination for Cause**

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

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

#### **B. At Will Termination**

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

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

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. 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.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AMENDMENT 1 —  
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 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.

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Signature

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Date

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- 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 CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG

may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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**LEXINGTON**

*Economic Partnership*

## **Request for Proposal**

### **Economic Development Partnership Services**

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2022, assuming funds are budgeted. The award may have an option to renew for one additional year subject to the availability of funds and satisfactory performance in the previous year.

Funds to the successful applicant will be distributed 50% upon execution of a Purchase of Service Agreement (PSA) and 50% at completion of the contract. Qualified respondents shall have the ability to work with prospective new companies and coordinate with local businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

The qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Kentucky Cabinet for Economic Development, Lexington Economic Development Investment Board, Bluegrass Alliance, University of Kentucky, Bluegrass Community and Technical College, the Kentucky Career Center and other economic development partners to successfully implement the economic development strategy of the Lexington-Fayette Urban County Government. Selected respondents will be required to provide quarterly updates to the Lexington Economic Development Investment Board based on the criteria established in the RFP, a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Successful respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that outlines the success of program efforts and areas requiring improvement in the future. The update and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

## **I. General Information**

### **Issuing Office**

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

**Mr. Todd Slatin, Director of Purchasing**  
**Lexington-Fayette Urban County Government**  
**Division of Central Purchasing**  
**200 East Main Street, Room 338**  
**Lexington, KY 40507**  
**Phone: 859-258-3320**  
**FAX: 859-258-3322**  
**Email: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)**

## **II. Scope of Work**

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed under the common brand of the Lexington Economic Partnership and will include, but are not necessarily limited to the following categories. Categories are (A) Business Development including new businesses and existing business retention and expansion, (B) WORK-Lexington, (C) Talent and Workforce Development, and (D) Lexington Opportunity Zone. Respondents may reply to all categories, individual categories or multiple categories.

### **A. BUSINESS DEVELOPMENT**

#### **1. New Business Development/Job Creation:**

- Review and refinement of new business recruitment plan for the Lexington Economic Partnership and execution of the plan
- Marketing for Lexington Economic Partnership business recruitment efforts which include, but are not limited to, maintaining contact with:
  - Corporate decision makers
  - Site selection consultants to build awareness of Lexington
  - Local executives/management
  - Maintaining a website/social media presence for Lexington Economic Partnership
  - Identification of goals and challenges related to Lexington economic development marketing program and provide annual report to those findings

#### **2. Existing Business Retention and Expansion:**

- Manage the Lexington Economic Partnership Business Retention and Expansion (BRE) program
- Demonstrate understanding of the unique needs of the Lexington business community and assist Lexington companies in the growth of their local workforce and payroll
- Assist globally headquartered businesses in their efforts to grow and grow corporate headquarter operations, employment and payroll within Lexington
- Work with growing local businesses to maintain and improve their employment diversity.
- Manage the Lexington Economic Partnership Existing Business Program, with the assistance and coordination of all Lexington economic development partners. The program shall include, but not be limited to:
  - Scheduling on-site or virtual Lexington company visits that shall include staff from the Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College, staff of the Bluegrass Workforce Innovation Board, the Kentucky Career Center, and other partners who may be identified. Schedule visits with companies shall be planned ahead of time and occur at a time that is available for attendance by most, if not all, the partners mentioned above.
  - Manage and provide timely response/communication to any needs identified in existing business visit meetings which include appropriate follow-up and services identified or required
  - Develop appropriate sector support networks for businesses and employers within Lexington
  - Serve as project manager between the company and appropriate organization/subject matter staff/organizations for solutions toward issues identified as a part of existing business program meetings
- Schedule monthly in person project briefing updates for the Chief Development Officer to provide an update on all project activity for the previous month
- Report annually to the Office of the Chief Development Officer and the LFUCG Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name:
  - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits
  - Concerns related to LFUCG policies and procedures expressed by businesses during existing business site visits

- Issues related to company growth opportunities and challenges in Lexington
  - Intention of new job growth in Lexington
- Provide the Office of the Chief Development Officer by March 31 of each year an annual updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of all major employers
- 3. **Entrepreneur Development/Start-Up Assistance:**
  - Assist entrepreneurs with identification of financing options and possible sources for investment capital
  - Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar organizations that could provide assistance. Emphasis should be placed on businesses with revenues of \$500,000 per year or less.
  - Assist entrepreneurs with educational assistance/programs related to starting, running and operating a business
  - Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship
- 4. **Minority Business Development:**
  - Assist minority entrepreneurs with identification of financing options and possible sources for investment capital
  - Assist minority business community by hosting events and other programs to provide connections to other businesses that provide opportunity for growth in their operations
  - Assist with educational assistance/programs related to starting, running and operating a minority owned business
  - Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership
  - Introduce new minority businesses to LFUCG Minority Business Liaison to potentially add to LFUCG procurement registry
- 5. **Available Economic Development Property Register:**
  - Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington
  - Maintain a database accessible to the LFUCG Office of the Chief Development Officer staff of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
- 6. **Chief Executive Roundtables**
  - Establish a roundtable for Chief Executives of Lexington Global headquartered companies that will meet no less than twice per year with frequency determined by the Chief Executives
  - The roundtables will be to connect local Chief Executives and create a comradery and stronger environment of support for headquartered companies within Lexington.

- Roundtable agendas will be determined in coordination with the Chief Executives
- Nationally headquartered companies could be added to the roundtables with agreement of the global company Chief Executives

#### **B. WORK-Lexington**

1. Serve as a coordinator with the Office of the Chief Development Officer/Director of Workforce and Business Engagement to be the primary coordinator and point of contact for the WORK-Lexington program ([www.lexingtonky.gov/lexwork](http://www.lexingtonky.gov/lexwork)) office(s), including on-site program coordination and support for the office(s).
2. Coordinate with existing WORK-Lexington partners to provide access to workforce programming in various locations for residents of Lexington.
3. Work with local employers to help connect WORK-Lexington partners to potential jobs placement opportunities.
4. Work with WORK-Lexington partners to promote workforce events related to training and placement.
5. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s).
6. An annual report will be submitted to the Chief Development Officer/Director of Workforce and Business Engagement and the Economic Development Investment Board by March 31, 2023 and March 31, 2024 detailing the activities of that current year.

#### **C. TALENT AND WORKFORCE DEVELOPMENT**

1. Work with college and university leadership in Lexington related to issues to assist in the development of workforce and growing the Lexington economy.
2. Work with local employers to connect college and university students (graduate level, senior year and junior year students) to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Economic Development Investment Board by March 31, 2023 and March 31, 2024 detailing the progress of that current year.

#### **D. LEXINGTON OPPORTUNITY ZONE**

1. Respondent will serve in the role of manager for the Lexington Opportunity Zone. In role of manager of the zone, the respondent will be responsible for marketing the zone, working with the neighborhoods within the zone, work with businesses and developers to promote the Zone.
2. Work with private and non-profit entities interested in development within the Lexington Opportunity Zone

3. Research mechanisms to encourage self-reporting on Lexington Opportunity Zone activity. Analyze data from resources that may be or become available to determine investments and activity within the zone.
4. Promote and serve as the primary point of inquiry and reference for the Lexington Opportunity Zone.
5. Work with the Kentucky Cabinet for Economic Development to make sure all information related to the Lexington Opportunity Zone is kept updated on the Cabinet website and other resources.
6. Provide an annual report (Due by March 31, 2023 and March 31, 2024) to the Chief Development Officer and the Economic Development Investment Board on the progress of development with the Lexington Opportunity Zone and other items related to the management of the zone.

### **III. Contents of Proposal**

The following items shall constitute the proposal:

1. Letter of intent/Statement of Services including:
  - Description of your knowledge and understanding of Lexington and Lexington economic development
  - Describe how you would carry out completion of the scope of services in which you express an interest.
  - Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan and project deliverables
  - Framework for plan implementation
  - Identification of criteria to measure the success of your proposal
  - Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
  - List any funding from LFUCG sources the respondent has received in the previous two years.
2. History of organization and statement of qualifications including:
  - A list of individuals and their resumes that would be involved in the project along with the percentage of their time that will be committed to the project.
  - The list of personnel should indicate the functions that each will perform.
  - Describe the qualification of key staff to achieve the outcomes required under the RFP.
  - Describe why your organization is best suited for selection of the project.
3. Evidence of ability to perform the requested tasks, such as:
  - Examples of relevant past work products and successful project examples of documents created

- Presentation
  - Other work products, etc.
4. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.
  5. Conflict of Interest Disclosure if applicable

#### **IV. Project Oversight**

The Chief Development Officer will be the primary project contact and will facilitate coordination with the Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

#### **V. Evaluation Criteria and Selection Process**

1. Evaluation Scoring:
  - Quality of entity and key personnel – 25%
  - Approach to provide the requested scope of work – 25%
  - Innovative and/or creative approach to providing the services that provide additional efficiencies or increase performance capabilities. Provide evidence of past success in providing similar services. – 25%
  - Amount of private or non-LFUCG funds the respondent will put into the project – 15%
  - Price of proposal – 10%
2. The selection committee will make a recommendation to the Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
3. The Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.

#### **VI. Timeline**

Notice to proceed anticipated in June 2022 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

#### **VII. Proposal Submissions**

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 18, 2022**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer.

**It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.**

**Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services.**

**One electronic version in PDF format shall be submitted via the Ion Wave portal at <https://lexingtonky.ionwave.net/>. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.**

**Proposals – including hard copies and electronic submissions – must arrive on or before the time and date specified. Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the respondent is responsible for the actual delivery of the proposals to the Division of Central Purchasing as of the deadline. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.**

**All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal.**



**EXHIBIT "E"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Urban League of Lexington-Fayette County

**URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY  
RFP #26-2022 RESPONSE  
WORK PLAN**

# SECTION 1:

## WORK PROGRAM, WORK PLAN, DELIVERABLES

The Urban League of Lexington- Fayette County's comprehensive employment program, plan and deliverables are derived from:

- thirty-eight years of hands-on experience
- consultation and guidance from the National Urban League and other Urban League affiliates across the country
- the Urban Institute Center on Labor, Human Services, and Population report on Innovative Employment Approaches and Programs for Low-Income Families, and the
- Manchester Bidwell Training Center

### OVERVIEW

The WORK-Lexington program will be revamped to include five major components, (1) intake and assessment with barrier removal, (2) career coaching and counseling, (3) job placement, (4) post-employment services, and (5) next generation training and engagement opportunities.

### PHASE I: INTAKE AND ASSESSMENT

Individuals coming to the Center will have varying needs, therefore at the initial intake we will assess which avenue suits them best.

- **PREPARATION:** Some hard-to-employ, low-income individuals will have barriers ranging from mental health and substance abuse to criminal backgrounds. Should this be their starting point, we will first address these barriers in combination with employment services. Kentucky's workforce crisis document released September 2021 says that "the opioid epidemic may be responsible for a staggering 1.3 to 3.1 percentage point reduction in Kentucky's workforce participation rate, representing an estimated total loss of 23,100 to 55,200 workers." In addition, we realize that second chance employment opportunities are limited, but not finding employment often leads to recidivism.
- **WORK:** These individuals have an immediate need for income, though upskilling or changing career fields may be a priority as well. Here our goal is for immediate work either through a temporary placement agency or through a partner agency that has funding for earn-while-you-learn.
- **SKILLS:** Individuals who are employed, but want to upskill or train on something new will start their journey here. We will explore career ladders and credentialing programs.

#### CURRENT PARTNERS:

BCTC: Bluegrass Work Scholars  
BCTC: Weekend Employment Readiness  
BCTC: Apprenticeship Studies  
Carl D. Perkins Job Corps  
Job-fee Jobs of Lexington  
Kentucky Career Center  
Lexington Rescue Mission  
Opportunity for Work and Learning  
United Way of the Bluegrass  
UK: RETAIN Kentucky

#### NEEDED PARTNERS:

Adult Education  
Commerce Lexington's BEN  
Community Action Council  
Fayette County Public Schools  
Goodwill Industries Ignite 2.0  
KVC Health and/or NAMI  
Lexington Health Department  
Lexington Housing Authority  
National Association of Black Engineers  
ONE Lexington  
UK Department of Education  
YMCA of Central Kentucky  
Variety of Employers



## SECTION 1:

"Estimates suggest that between 65 and 85 percent of jobs today require training, credentialing, or degrees beyond a high school diploma or GED," according to a September 2021 produced by the Kentucky Community and Technical College System in partnership with the Kentucky Chamber Foundation.

- **SUPPORTS:** Individuals starting here will receive assistance in maintaining employment and managing their finances. Here, we'll employ three approaches to building their financial acumen and support.
    1. post-employment assistance that aids workers in "accessing publicly funded financial supports such as the earned income tax credit and child care assistance, and personal supports such as career and financial counseling provided to individuals when they are working;
    2. financial incentives that encourage and improve the rewards of work; and
    3. asset-building strategies that help individuals build financial reserves to support their career goals and family needs."
- ~Urban Institute

Also included under this category are assessments of social needs, career fields, and immediate needs, including barrier removal, and referrals to other agencies.

These elements are evidence-based, incorporate a holistic set of services, combine in-house and external services, utilize existing and create strong partnerships, are outcomes-driven, incorporate high demand sector-based approaches in healthcare, construction, trades, technology, and manufacturing. WORK-Lexington services will be tailored services to address the needs of specific populations while providing educational opportunities, transferable skills, soft skills, increasing employability know-how, and upskilling opportunities.

### PHASE II: CAREER COACHING AND COUNSELING

There are times when employees make poor choices that impact their longevity on the job. Through career coaching, staff will aid employees in making the right decisions regarding their position and career. In addition, career counseling will include soft skills training, and educational support that leads to a GED being obtained, English language learning, and certifications.

The goal is to empower individuals by helping them make informed decisions about their employment futures, and holding them accountable for their actions.



## SECTION 1:

### PHASE III: JOB PLACEMENT

The Urban League, along with WORK-Lexington partners, will assist individuals wanting to work to find suitable employment earning a living wage. This includes further assessment of barriers and their elimination, developing and maintaining relationships with employers and employment agencies, hosting employment fairs, expungement clinics, and identifying second chance opportunities.

- Skill assessments
- Work availability
- Transportation
- I.D. available
- Checking Account establishment for direct deposit
- Resume and Cover Letter assistance
- Mock Interview training
- Appropriate attire for interview and work

### PHASE IV: POST-EMPLOYMENT

Once employment has been obtained, follow-up is needed to ensure the employee is doing well, there are no issues or concerns that need to be addressed, and the employees needs to continue working are in place.

- provide ongoing coaching including soft skills
- assist in removing barriers

### PHASE V: GENERATION NEXT

Low-income families are more likely to be employed in entry-levels positions; the pandemic quickly reiterated this point to America. From hospitality to retail clerks, these are the positions children see their parents working in most often. To truly have an impact on breaking the poverty cycle, children - especially those in low-income areas - need exposure to the possibilities that truly exist.

It is our desire to provide access and opportunity for students to experience the wealth of career opportunities available. Entry-level jobs are stepping stones and should not be at the top of their aspirations. Through Generation Next, we'll coordinate with Fayette County Public Schools, the Business and Education Network, Leadership Lexington Youth, the National Society of Black Engineers, steam programs, the YMCA of Central Kentucky, and for-profit entities like Toyota and Lexmark to spotlight careers and provide hands-on exposure to students.

### DELIVERABLES:

- Client Database
- Program Schedule
- Quarterly Reports

## SECTION 1:

### TASK 1: SERVE AS COORDINATOR

James McFarland will serve as the coordinator and primary point of contact for WORK-Lexington. Internally he will report to the Urban League's Chief Administrative Officer, Annissa Franklin, and communicate with LFUCG's Chief Development Officer and/or the Director of Workforce and Business Engagement as directed.

McFarland has 12 years of workforce development experience with the Urban League and additional years with Opportunity for Work and Learning, and the military.

As the coordinator, McFarland will utilize the skills gained in previous employment settings to work with strategic community partners, local employers, social work providers, and non-profit agencies to close opportunity gaps, create career pathways, and forge living-wage job connections for clients with diverse life experiences.

#### DUTIES AND RESPONSIBILITIES

##### Strategic Coordination:

- Coordinate and orchestrate program implementation
- Work with community partners to provide services onsite
- Orchestrate a flow of programs and their activities onsite
- Schedule and organize meetings/events
- Support growth and program development

##### Administration

- Ensure implementation of policies and practices
- Monitor project budget and track expenditures
- Establish content releases between agencies and individuals
- Ensure equipment is properly working
- Maintain adequate supply inventory
- Maintain participant files

##### Communication

- Manage communications and notices through media relations, social media, website, press release, etc.
- Communicate with team members to maximize efficiency
- Create presentations, summaries and other materials to ensure better communication and city-wide understanding of the program

##### Reporting

- keep all members of the team up-to-date with relevant project information - including partners



TASK 1: SERVE AS COORDINATOR



## SECTION 1:

### DELIVERABLES

- Build positive relationships between the City and the East End community. Indicator: increased foot traffic to the center for services.
- Client data management system
- Programming schedule orchestration
- Reports as required.
- Program evaluations

## TASK 2: COORDINATE WITH PARTNERS

The current partners involved with WORK-Lexington provide meaningful and life-changing services. In an effort to maximize their time and service, we propose changing how these services are delivered.

The coordinator would meet with each partner agency to determine if their services meet the needs of the people in the community. If so, we would schedule their services to be provided consistently and conveniently onsite.

In addition, we would ascertain if other partners are needed and bring them onboard. For example, Bluegrass Community and Technical College provides GED training and we would highly encourage them to provide GED services at the Charles Young Center a few days a week. The League has people interested in the fiber optics certification program, however they are working during the day and would need evening classes to earn the certification. Those classes could be provided at the Center from 5:00 PM until 9:00 PM. While the adults are learning, partners like Community Action Council or First 5 Lex or the YMCA of Central Kentucky could provide educational activities for children needing care.

Where we discover gaps, the League would establish new connections in an effort to make a fully comprehensive program that serves the people on their terms and in their community.

### DELIVERABLE

- Agency partners sign a MOU to continue providing services. Indicator: 75% of FY2022 partners sign-on to continue services
- Mock Interview results
- Resume and cover letter assistance



TASK 2: COORDINATE WITH PARTNERS

## SECTION 1:

### TASK 3: WORK WITH LOCAL EMPLOYERS

The Urban League is uniquely positioned because as employers seek to diversify their employee-base, they regularly distribute their employment opportunities with the Urban League.

In addition to this method of available positions, the League will partner more closely with the Kentucky Career Center located just a few miles away from the Charles Young Center. They have the additional staff to support more extensive job search and placement and provide those services free of charge. Previous meetings with KCC let us know that they are willing to enroll ten or more individuals offsite, removing the transportation barrier to their location.

Still, as Town Branch continues to permeate through downtown, the East End of Lexington is experiencing new growth opportunities including businesses willing to hire and provide second-chance opportunities. Our coordinator will establish relationship with these and other businesses within walking distance and the bus line.

WORK-Lexington will host hiring events at the Center with onsite interviews and hiring. In partnership with another grant, Truist has agreed to conduct mock interviews and give direct feedback to participants prior to the hiring events.

#### DELIVERABLES:

1. Establish working relationship with 8 employers annually who are willing to interview and/or employ residents utilizing the WORK-Lexington Center.
  - a. Indicator: 75% of the goal is achieved annually.
  - b. Indicator: 40% of WORK-Lexington participants hired, are working with established employer partners.
2. Hiring Events onsite



TASK 3: WORK WITH EMPLOYERS



# SECTION 1:

## TASK 4: PROMOTE PARTNER EVENTS TASK 5: DEVELOP A MARKETING PLAN

To develop a marketing plan for WORK-Lexington that promotes the program, agency partners, and employment-related events, McFarland and the Urban League team will employ multiple strategies based on best practices and marketing firm advice.

### 1. SIGNAGE:

Place signage along all sides of the building indicating the activities and services being provided at the Center. With increased traffic flow due to the Town Branch trail, Isaac Murphy Memorial Art Garden, the revitalized park, new businesses at the MET and along Third Street, the center has the potential to attract more people needing or offering services if they knew and understood what was happening in the building.

### 2. LANDING PAGE/WEBSITE

A website containing information about the offerings at WORK-Lexington and the Charles Young Center should be created and regularly maintained. It is vital for the community to know what services are being provided at the Center, by whom and when. This will help solidify in the minds of participants just how serious those involved are in helping with matching employees to job opportunities.



TASK 4: PROMOTE PARTNER EVENTS  
TASK 5: DEVELOP A MARKETING PLAN





## SECTION 1:

### 3. WORD OF MOUTH:

As we operate within the Center, it is paramount that each partner understands they represent opportunity and access. As such, partners must positively represent the Center with a positive attitude and level of professionalism. Each partner is reflective of the other. Word of mouth will promote or destroy what happens with the program. If the whole leadership team and all employees practice a high, positive standard for the way they represent the Center, the public will feel that they can trust and respect the efforts. Being consistent in the way we treat families will lead to additional traffic due to word of mouth and additional participants served.

### 4. SOCIAL MEDIA:

Utilize social media platforms like TikTok, Facebook, Instagram, Twitter, and LinkedIn to promote partner agency workforce events. In addition to posts, tagging agencies and possible employers will help reach a wider audience. Cultivating this presence on social media has the potential to grow WORK-Lexington's base of potential employers and participants.

- Use a tagline (or hashtag) that all agency partners can use that ties back to WORK-Lexington. This short phrase or sentence should sum up our purpose and passion; it will help potential clients and employers know what we do. Agency partners should have a voice in creating this tagline.
- Use a QR code that leads to the landing page/website above and links to register for upcoming trainings, assessments, coaching/counseling, post-employment services, or activities for the next generation of workers.

### 5. SUCCESS STORIES:

Agency partners will be asked to share any success stories as a result of the program. This will give the effort validity and serve as a recruiting tool. Stories should be shared utilizing the tagline or QR code previously mentioned.

### 6. FLYERS

Most low-income families spread information by word of mouth. It will be important for WORK-Lexington 1-pagers to be distributed door to door, posted in common locations like the local bakeries, agency partner locations, stylists and barber shops, the elementary and middle schools, and other businesses within walking distance.

### 7. EMAIL:

Several of the partner agencies distribute newsletters to their clientele. We would ask that they share information regarding what is happening at WORK-Lexington by featuring each agency. As the Center builds participants, a free newsletter will be distributed to them notifying them of the upcoming offerings, continued participation, financial literacy, and the sharing of other beneficial tools toward staying employed. Research shows that 82% of consumers open emails from businesses. "Email is a fantastic channel for getting the word out about your new product/service. Plus, it makes a great incentive to get subscriber signups in the first place."

## SECTION 1:

### B. HOST EVENTS

"Events not only get customers excited about your new product or service, but can also get new prospects personally engaging with you or other employees of your business."

#### DELIVERABLES

- Partner Signage
- Tagline or hashtag
- Online presence
- QR Code

## TASK 6: ANNUAL REPORT

In compliance with this directive, the Urban League team will provide an annual report on the 31st of March in 2023 and 2024.

This report will include, but not be limited to the deliverables mentioned, indicators, activities, success stories, and other tracked information relevant toward accomplishing the established scope of work.

All other reporting requirements will be met in a timely fashion along with presentations to the Council and/or Economic Development Investment Board as required.

“The more people who know ...  
the more people you can help.”

TASK 6: ANNUAL REPORT