



# LEXINGTON

## **RFP-8-2024**

### **CivicLex**

### **Progress Lex Incorporated**

### **Supplier Response**

#### **Event Information**

Number: RFP-8-2024  
Title: Boards and Commissions Consulting Services  
Type: Request For Proposal  
Issue Date: 1/19/2024  
Deadline: 2/23/2024 02:00 PM (ET)

#### **Contact Information**

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## CivicLex Information

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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Richard Young

*Signature*

*Submitted at 2/23/2024 12:33:47 PM (ET)*

richard@civiclex.org

*Email*

## Response Attachments

### **CivicLex\_CivStart\_Resumes.pdf**

Project Team Resumes

### **Signed RFP #8-2024 Boards and Commissions Consulting Services.pdf**

Signed CivicLex RFP

### **MWDBE statements and documentation for B&C RFP.pdf**

MWDBE and VBE statements and documentation of good faith efforts

### **CivicLex Affirmative Action Plan for B&C RFP.pdf**

Affirmative Action Plan

### **Project Narrative CivicLex Boards and Comissions.pdf**

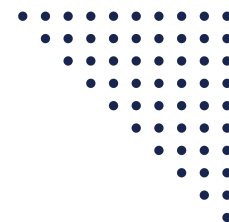
Project Narrative

### **Boards and Commissions RFP Cost Breakdown - Sheet1-2.pdf**

CivicLex/CivStart Cost Breakdown for Boards and Commissions RFP



**CivicLex**



# Proposal Narrative - LFUCG Boards and Commissions Consulting

Submitted 2/23/24



# CivicLex

Todd Slatin

Director, Division of Procurement

Lexington-Fayette Urban County Government

200 East Main Street, 3rd Floor

Lexington, Kentucky 40507

Dear Director Slatin,

I am writing to express CivicLex's enthusiasm for the opportunity to collaborate with LFUCG in evaluating and enhancing the effectiveness of its legislative boards and commissions, as outlined in the following proposal. With our commitment to strengthening civic health in the Lexington community, extensive experience in public engagement, and a proven track record of successful projects and partnerships with LFUCG, we believe that our partnership can lead to meaningful improvements between LFUCG's Boards and Commissions and Lexington residents.

CivicLex, a 501(c)3 nonprofit organization, has been at the forefront of fostering civic engagement in Lexington. Our work, recognized by esteemed institutions such as the American Academy of Arts and Sciences and the Library of Congress, underscores our dedication to ensuring that every resident has the opportunity to participate meaningfully in local decision-making processes.

Our proposed approach aligns closely with the objectives outlined in the RFP. Through a comprehensive three-phase process, we intend to gather data, engage the public, and develop recommendations that will evaluate the current systems of LFUCG's Boards and Commissions and bring new public engagement and accessibility to the process. With an emphasis on reaching underrepresented groups, including communities of color, non-English speakers, youth, and renters to ensure that all voices are heard and valued in the decision-making process.

We look forward to the opportunity to collaborate with LFUCG on this important initiative and contribute to the accessibility and efficiency of Lexington's civic institutions. Thank you for considering our proposal. Should you have any questions or require further information, please do not hesitate to contact me at 859-536-1334 or [kit@civiclex.org](mailto:kit@civiclex.org).

Sincerely,

Kit Anderson

Deputy Director, CivicLex





## *Executive Summary*

### **Project**

The proposed project aims to achieve several key goals, including ensuring that Boards and Commissions reflect the diversity of the community, identifying and addressing barriers to participation for underrepresented groups, enhancing transparency and accountability, and implementing technology solutions to improve efficiency and effectiveness.

### **Approach**

The project will be conducted in three phases over a 12-month period. Phase One will focus on data gathering through surveys, interviews, and analysis of historical data. Phase Two will involve public engagement activities such as surveys, focus groups, and facilitated events to gather input from diverse segments of the community. Phase Three will entail generating recommendations based on the insights gathered, including policy changes and technology solutions.

### **Team**

The project will be led by a team of experienced professionals from CivicLex and CivStart, supported by additional staff from both organizations. CivicLex brings a deep understanding of LFUCG's Boards and Commissions, extensive experience in public engagement, and a track record of managing projects of similar scope and scale. CivStart contributes expertise in government technology and procurement practices, enhancing the project's capacity to deliver innovative solutions.

### **Conclusion**

CivicLex and CivStart are uniquely positioned to undertake this project, leveraging our respective strengths to drive positive change within LFUCG's legislative Boards and Commissions. By fostering greater diversity, transparency, and efficiency, the project aims to enhance public trust in government and empower residents to participate meaningfully in local decision-making processes.



## *Introduction*

CivicLex is an innovative 501(c)3 nonprofit organization based in Lexington with the mission of strengthening civic health in our community. Recognized by the American Academy of Arts and Sciences and Library of Congress as a Solution for Reimagining Democracy for the 21st Century, CivicLex has been featured and discussed in countless publications including NextCity, Foreign Affairs, PBS NewsHour, and more. Our vision is to build a city in which every Lexington resident can meaningfully participate in the decisions that shape where they live.

Each week, members of CivicLex staff attend and document LFUCG board and commission meetings. Through this process, we've seen firsthand the critical role that they serve as a link between the government and its residents. We've seen how they can effectively integrate resident perspectives into the policies and decisions that shape Lexington. We are excited for this opportunity to evaluate and improve these critical decision making bodies that are so important for building public trust and governmental efficacy.

We are a values-driven organization, and in that spirit, we want to be clear about the goals we hope this project will accomplish. Through this process, CivicLex will work with LFUCG, our partners at CivStart, members of various LFUCG Boards and Commissions, and the general public to create a set of recommendations oriented towards the following:

- Ensuring that the Boards and Commissions reflect the diversity of the community they serve.
- Identifying and addressing barriers to participation for underrepresented groups.
- Improving transparency and accountability by enhancing public documentation and access to information about the Boards and Commissions' activities.
- Implementing technology solutions to streamline and improve document retention, meeting management, and public information access to enhance the efficiency and effectiveness of the Boards and Commissions.



## *Background and Experience*

### About CivicLex

CivicLex was founded with the mission of making it easier for Lexington residents to get involved in local government. We have spent the last six years working with both residents and civic institutions to bring more Lexingtonians into local government, increase the quality and accessibility of public participation, and create new opportunities and resources for civic engagement.

CivicLex's mission of getting more residents involved in local government and strengthening Lexington's civic health has manifested in a variety of major projects and recurring programs. **The CivicLex Weekly** is a free, weekly, news source of what's going on in LFUCG with accessible meeting summaries, a preview of upcoming legislation, and curated opportunities for public engagement. Our **workshops and events** bring thousands of Lexington residents together in physical space to learn about local government, build new relationships, and democratize connections with elected officials and LFUCG staff. In 2022, our **On the Table** project brought 4,000 residents into public engagement for Lexington's updated Comprehensive Plan through thoughtful, facilitated conversations and a comprehensive data gathering process. Consulting projects like **Imagine New Circle Road** have allowed us to use our public engagement expertise to gather input on a specific, tangible project through surveys, focus groups, town hall meetings, and canvassing.

### About CivStart

CivStart is a nonprofit innovation hub with a mission to spark innovation with local government leaders and nurture the growth of emerging govtech startups in our inclusive ecosystem. CivStart provides local government leaders with deep-issue and technical industry knowledge, peer connections, and pilot program implementation to deliver practical results. At the same time, CivStart is growing a robust ecosystem of civic-minded entrepreneurs who are successfully navigating the pathway through the rewarding but challenging government market and bringing their innovative and affordable solutions to communities across the country. Throughout the ecosystem, we are creating a collaborative environment where leading-edge startup solutions intersect with government technology experts and public sector leaders. Through CivStart, local governments achieve positive change by leveraging innovation, embracing vendor diversity, and efficiently sourcing startups in the govtech marketplace.



We believe that CivicLex and CivStart are uniquely positioned for this RFP for the following reasons:

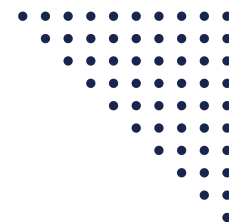
**CivicLex has a deep understanding of LFUCG's boards and commissions.** Through the local news and reporting side of our work, CivicLex attends almost every board and commission meeting held by LFUCG. In 2023 alone we attended 380 LFUCG public meetings. Each of these meetings is documented in our database of meeting notes including information such as members present, attendees speaking, action items taken, and more. We use these notes to generate reports that are sent out to Lexington residents for free through our newsletter.

**CivicLex has worked with LFUCG to analyze and evaluate public processes.** Through our *Public Input* work with the Urban County Council, we spent two years engaging over 1,000 Lexington residents and prominent City staff to understand how public input during meetings of the Urban County Council could be more engaging and rewarding for members of the public and helpful for City staff. The report and recommendations that resulted from this process led to the creation of the Public Input Subcommittee, which has already adopted several new policies in alignment with the report's recommendations.

**CivicLex has experience in large-scale quantitative and qualitative analysis.** CivicLex has led several projects focused around analyzing data gathered from multiple sources. On projects like On the Table, Imagine New Circle Road, Toward Viability, and more, CivicLex's qualitative and quantitative data analysis has helped pull actionable insights from datasets with hundreds or thousands of resident responses.

**CivicLex knows how to engage Lexington residents.** Each year, CivicLex engages tens of thousands of Lexington residents in our work. We have developed proven best practices for surveying, hosting in person events, and other engagement methodologies that allow us to reach those who are typically not reached.

**CivStart is a national leader in helping local governments procure new and emerging software, with a local presence.** CivStart has a track record of bringing new technology and software to local governments, and of ensuring the success of their work with one on one support, resource libraries, workshops, and other innovative resources.



## *Approach to Scope of Services*

We would approach this scope of work as a three-phase, 12 month process:

- The first phase will focus on an intensive data gathering process focused on LFUCG Boards and Commissions and would last about six months. We would gather this data via survey, in-person attendance at board and commission meetings, interviews, and focus groups of Board and Commission members and City Staff.
- The second phase would focus on public engagement with residents across Lexington. We will gather this information via surveys, focus groups, and facilitated events.
- The third phase will focus on generating recommendations. The first recommendations generated will be for policy changes, which will be based on the insights gathered from these data sets and conversations with key stakeholders. Once these recommendations are finalized, we will recommend technology solutions to help implement the policy recommendations.

Although we read in the question responses for this RFP that the ideal timeline for this project is 6 months, we believe that a schedule closer to 12 months is more appropriate for this project, particularly given the public engagement elements. We built the timeline below as a year long project, but the phases are potentially scalable to a shorter timeframe.

### **Phase One: Planning & LFUCG Data Collection (6 months)**

#### **Month 1 - Internal Planning & Conversations Begin**

- Host conversations with relevant officials in the Mayor's office, administration, and Urban County Council to gather information and preliminary analyses.
- Map Boards and Commissions to relevant key LFUCG staff members where needed.
- Create a data collection mechanism and pilot with key staff members.

#### **Months 2-4 - Board and Commission Data Collection**

##### *Board & Commission Survey*

- Launch digital survey of current and former Board and Commission members to gather relevant information, working with LFUCG stakeholders to ensure effective uptake.
- Gather available contact information for ex-members of Boards and Commissions to ensure they take the board and commission survey.
- Follow up on board and commission survey gaps via in-person attendance at meetings.



## *LFUCG Staff Survey*

- Launch parallel survey of LFUCG staff regarding their perspective of Boards and Commissions.

## *Other Data Gathering*

- Solicit and analyze available historical data about Boards and Commissions, including vacancy figures, meetings canceled, meeting attendance, and other key factors.
- Gather in-person data from one full quarter of Boards and Commission meetings, with a focus on attendance at meetings, members of the public at meetings, length of meetings, and more.

## *Peer Community Examination*

- Gather data from at least five peer communities regarding their board and commission systems, including appointment process, open records and document retention, equity/inclusion requirements, attendance policies, and more.

## **Months 5-6 - Data Analysis**

- Conduct comprehensive data analysis of data gathered in months 2-4.
- Host presentations of insights gathered for key stakeholders.

## **Phase Two: Public Data Gathering (3 months)**

### **Months 7-8 - Public Engagement**

- Analyze existing public input data to understand relevancy to Boards and Commissions.
- Release and market survey for the general public related to Boards and Commissions.
- Host several events, focus groups, and facilitated meetings related to Boards and Commission to gather input.
- During this process, special attention will be given to populations not typically represented on Boards and Commissions, including communities of color, non-English speaking populations, youth and university students, renters, immigrants, working class residents, and other groups.

### **Month 9 - Data Analysis**

- Analyze data gathered during the public engagement process.



## Phase Three: Conclusion (3 months)

### Months 10-11 – Generate Responsive Recommendations

#### *Policy Recommendations*

- Based on the preceding 10 months of research, develop a suite of policy recommendations.
- Deliver preliminary recommendations to key LFUCG stakeholders.

#### *Technology Recommendations*

- Based on feedback from LFUCG stakeholders and needs indicated by policy recommendations, create recommendations for database and other technology systems for Boards and Commissions in cooperation with LFUCG's CIO and other key stakeholders.

### Months 12 – Final Report & Recommendations

- Deliver final public report and recommendations to relevant LFUCG and public stakeholders.

## *Project Team and Organizational Capacity*

The project team will consist of Richard Young and Kit Anderson from CivicLex, and Nicholas Lyell and Sarah Nicoll from CivStart. Additional support will come from other staff inside both organizations. Resumes for key project team members are attached as appendices.

CivicLex has experience in managing projects of this type and scale. During the past six years, we have run several large-scale projects that involve partnerships with LFUCG, resident and stakeholder engagement, and data analysis. Examples of these projects are below:

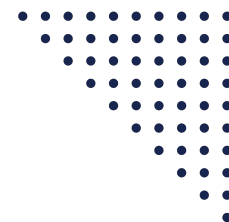
- **Imagine New Circle Road**
  - In 2022 and 2023, CivicLex partnered with the City of Lexington and the landscape architecture firm Gresham Smith on Imagine New Circle Road to facilitate public engagement in a long term strategic plan for the Northern section of one of the largest roads in Lexington. In order to hear from the residents who would be most impacted by the plan, we used engagement strategies including door to door canvassing, interviews at businesses along the corridors, community meetings and town halls, and accessible, well promoted surveys.



- Over the course of the project, we heard from 1,700 residents in surveys and 400 residents through in person events and conversations. We also reached an additional 1,000 residents with print materials and canvassing. The core values of the engagement were incorporated into the Imagine New Circle plan, including pedestrian safety, increased walking infrastructure, and more businesses and amenities. In 2023, The City of Lexington and Imagine New Circle plan received a \$21 million federal grant to implement many of the improvements in the plan and increase pedestrian safety.
- **On the Table**
  - In 2022, CivicLex facilitated On the Table Lexington, a week of community conversations that brought over 4,000 residents into public engagement for Lexington's updated Comprehensive Plan, Imagine Lexington. With an advisory group of 30 Lexington residents and community leaders, we facilitated over 500 community conversations about growth and land use in Lexington. Alongside the conversations, we received 2,700 responses to the On the Table survey, creating the largest database of community sentiment towards land use in Lexington's history. This data was anonymized and published and has assisted with public input on zone changes, transportation projects, greenspace planning, and more.
- **Public Input**
  - From 2021 to 2023, CivicLex partnered with the University of Kentucky and the City of Lexington to research Lexington residents and LFUCG staff's experiences with Public Comment and Public Input to LFUCG. We conducted a series of focus groups, a city wide survey, and an in depth LFUCG staff survey to better understand how Public Input functions in the city and how it can be improved for residents, city staff and elected officials. The project contributed to the formation of a Public Input Subcommittee by the Urban County Council, where Councilmembers are working through the recommendations of the report and additional priorities and needs to bring innovation, accessibility, and new quality to Public Input.

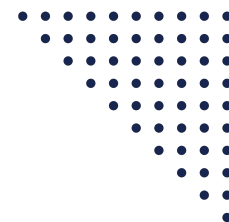
CivStart brings a wealth of experience in fostering innovation within local governments, offering deep expertise in government technology and procurement practices. Through its innovative programs and collaboration with a diverse range of startups, CivStart has facilitated





the successful implementation of pilot projects across various municipalities as small as Barton County, Kansas and as large as New York City and Philadelphia.

- **Paratransit Review in Alexandria, Virginia**
  - CivStart facilitated a partnership between the City of Alexandria, Virginia and a data and technology company called Stae to enhance the efficiency and effectiveness of the city's paratransit system. Through data analysis and consultation, CivStart helped gather insights into the current paratransit system, informing future procurement processes and setting the groundwork for improved data collection and analysis practices. This collaboration not only benefited Alexandria by improving its paratransit services but also provided Stae with valuable experience in working with complex spatial data and delivering rapid analytics solutions.
- **ADU Pitchfest in Raleigh, North Carolina**
  - CivStart played a pivotal role in Raleigh, North Carolina's efforts to address its affordable housing shortage through innovative solutions like Accessory Dwelling Units (ADUs). Through the ADU Pitchfest, organized in collaboration with Raleigh's Strategy and Innovation Office and supported by the National League of Cities and the Marion-Ewing Kauffman Foundation, CivStart provided a platform for entrepreneurs to pitch creative ideas. The overall winner, collabADU, secured a cash prize and an opportunity for a pilot partnership with the city, showcasing how creative initiatives can drive meaningful innovation at the local level with potential for regional and national scalability.



## *Public Engagement and Inclusion Strategies*

### **Engagement Strategies**

CivicLex has six years of experience with engaging Lexington residents on civic issues, and uses a variety of strategies to reach diverse groups of residents for quality, meaningful input.

Promotion strategies include:

- Organic social media content on Facebook, Instagram, Twitter, LinkedIn, and Reddit
- Promoted (paid) social media content on Facebook and Instagram
- Print promotions including posters, flyers, door hangers, and rack cards
- Use of social and programmatic networks of community organizations, individuals, and groups
- Use of the CivicLex Weekly newsletter, sent to ~3,500 residents weekly

In addition to these baseline activities, we have a variety of strategies to ensure that our public engagement is equitable and representative of Lexington. We will analyze the demographic of our engagement data and adjust accordingly, using strategies including

- Engaging community partner organizations with staff, audiences, or clients who are not represented in the engagement
- Providing stipends to community ambassadors to compensate individuals who are a part of historically underrepresented groups to engage themselves and their networks in the project
- Canvassing and in-person engagement across the city and county, according to any underrepresented geographies (established by ZIP Code or neighborhood)
- Accessibility measures including translating written materials and interpreters at in person events, as well as offering childcare, transportation, and participation stipends as needed



## *Cost Proposal*

CivicLex is proposing a \$95,000 lump sum fee for service for this project. Please see attached cost breakdown for details. The attached cost breakdown is based on best practices for equitable public engagement, proven strategies for event and survey promotion based on CivicLex's past experience, and median industry standards for personnel with relevant expertise to the project.

## *Conclusion*

CivicLex and CivStart are uniquely positioned to provide an accurate, effective, and equitable evaluation of LFUCG's Boards and Commissions. As a team, we have a proven track record of both working with local government and Lexington residents to make public processes more accessible and meaningful for both residents and civic institutions. We are practiced in gathering, compiling, and summarizing data, and have the preexisting knowledge and connections to ensure a high degree of participation with the current Boards and Commissions. We are deeply embedded in Lexington's community and will be able to engage residents, neighborhood associations, activist groups, social clubs, schools, churches, and professional associations throughout the process.

Our previous experience researching best practices and resident sentiment towards LFUCG's Public Input procedures and Comprehensive Plan give us a baseline knowledge that we can leverage to conduct the project more effectively than an organization new to the system or community. Our evaluation of the Boards and Commission will create deliverables that are publicly available and accessible and procedures that work for more Lexington residents, bringing new voices into local government and increasing trust and accountability between Lexingtonians and their representatives. We believe that there are simple, logical steps that the LFUCG Boards and Commissions can take to become more accessible, and are excited at the opportunity to dive deeper into what residents currently know about the Boards and Commissions and what procedures we can build to get them more involved.



## LFUCG Boards & Commissions RFP Cost Breakdown

| Category          | Expense                 | Total Amount        | Includes  |
|-------------------|-------------------------|---------------------|---|
| CivicLex, Phase 1 | Personnel               | \$13,500.00         | Facilitation, research, mapping, and survey creation  |
|                   | Technology              | \$1,500.00          | Website and social media presence and survey platform subscription  |
|                   | Events and Focus Groups | \$1,500.00          | Venue fees, transportation, A/V technology, and facilitation  |
| CivicLex, Phase 2 | Personnel               | \$22,750.00         | Survey promotion and outreach, meeting attendance, data analysis, peer research   |
|                   | Technology              | \$1,000.00          | Website and social media presence, data management and analysis   |
|                   | Promotion and Marketing | \$2,000.00          | Local media advertising, social media promotion, potential stipends   |
|                   | Printed Materials       | \$2,500.00          | Doorhangers, posters, flyers, mailings, etc   |
|                   | Events and Focus Groups | \$2,000.00          | Venue fees, transportation, A/V technology, and facilitation  |
| CivicLex, Phase 3 | Personnel               | \$22,250.00         | Data analysis, report creation, policy recommendation, stakeholder engagement   |
|                   | Technology              | \$1,000.00          | Website and social media presence, data management and analysis   |
| CivStart          | Database Technology     | \$12,500.00         | Listening sessions & surveys, challenge & requirements report, call for solutions, solution research & vetting, demos and questions, recommendations report |
|                   | Public Documentation    | \$12,500.00         | Listening sessions & surveys, challenge & requirements report, call for solutions, solution research & vetting, demos and questions, recommendations report |
| <b>Total</b>      |                         | <b>\$ 95,000.00</b> |   |

# Richard Broaddus Young

859-492-2305    rbryoung@gmail.com  
117 North Broadway Park    Lexington, KY 40505

## Primary Employment:

### **CivicLex, Founder & Executive Director**

**09/2016 - Present**

Civic education & engagement organization making civic information easier to understand and changing local governing systems by building relationships across power spectrums.

- Responsible for long-term vision, budgeting, administrative duties, program creation, etc.
- Built all programs from scratch, including Kentucky's first-ever Civic Artist in Residence program, a media consortium funded by the Lenfest Institute and Facebook Journalism Project, a widely-acclaimed public civic education curricula, and more.
- Currently working alongside municipal government to reform public comment processes, public meeting expectations, and council redistricting process.
- CivicLex was awarded the first-ever Community Service award from Next Challenge for Media & Journalism competition, hosted by the Glen Nelson Center + American Public Media.
- Rapidly grew organization from non-existent to one whose civic education work reaches 30k residents annually and has a \$300k+ annual budget, raising over \$1M from the NEA, Walton Family Foundation, Knight Foundation, and more.
- CivicLex's work has been cited by Danielle Allen, Chair of the Safra Center for Ethics at Harvard University and by the Library of Congress as a national best practice for reinventing American Democracy. National in-depth collaborations include with the American Academy for Arts & Sciences, Generation Citizen, Engaging Local Government Leaders, National Endowment for the Arts, and more.

### **North Limestone Community Development Corporation,** Executive Director

**08/2013 - 09/2016**

First place-based Community Development Corporation in Lexington.

- Designed and launched several programs including affordable housing development, multiple neighborhood planning initiatives, creation of public art, programming of public spaces, stormwater remediation programs, and multiple neighborhood granting programs.
- Grew organization from no operating budget to \$1M annual operating and programmatic budget in 2015.
- Led creation, research, and authorship of a multi-year community development master plan with the community, focused on equitable cultural redevelopment strategies
- Raised more than \$2.2M in grant funding in 2.5 years, including funding from the John S. and James L. Knight Foundation, Kresge Foundation, ArtPlace America, and the National Endowment for the Arts' Our Town Program.
- Facilitated creation of new city zoning classification (PUD-2) and first-ever municipal funding for a neighborhood-focused CDC in Lexington.

## Prior Work:

- **Kentucky Rural-Urban Exchange**, Steering Committee Member **2015 - Present**  
Nation's foremost network examining rural-urban interdependence and community cohesion. Member of Steering Committee since its creation. Currently serving as co-lead evaluator for National Endowment for the Arts-supported Case Studies and replication specialist for Bush Foundation-funded adaptation in Minnesota.
- **FIELD Magazine**, Co-Founder/Designer **2019 - Present**  
Emergent digital and print magazine working to highlight rural American creative placemaking and cultural/democratic development work. Working with Art of the Rural/Rural Policy Research Institute to create and launch.
- **Origins Jazz Series**, Co-Founder **2017 - Present**  
Year-round jazz series focused on the legacy of jazz and public health/opioid addiction disorder in Central Kentucky. Presents grammy-winning artists as well as local artists. Administer concert series.
- **Robert Williams Cultural Center**, Consultant **2018**  
Created / led visioning process to program and redevelop a 15,000 sqft cultural center in Downtown Lexington.
- **Estill Development Alliance**, Consultant **2017 - 2018**  
Created and led community-based process for creating a county-wide strategic plan for community and economic development in rural Estill County, KY.
- **LexVote / CivicCast**, Co-Creator **2015 -2016**  
Created site-based signage targeting high non-choice transit ridership neighborhoods to build more robust knowledge of the 2016 election process. Project involved into a network of site-based monitors across Fayette County displaying important and timely civic information.
- **Chamber Music Festival of Lexington**, Steering Committee Member **2011 - 2015**  
Seasonal Festival devoted to innovative Chamber Music practices. Responsible for long-term organizational planning, budgeting, board and financial development, program design, and program execution. Created new programs focused on animating public spaces through chamber music. The Composer-in-Residence program was the first of its kind in the country to collaboratively co-commission works with a Philharmonic Orchestra. Featured in the Chicago Sun-Times.
- **North Limestone MusicWorks**, Co-Founder **2014**  
Co-founded the first El Sistema-inspired program in Kentucky, providing daily no-cost group music instruction to over 40 low-income students across in Fayette County each year.

## Volunteer Civic Work:

- **Public Art Commission, Lexington-Fayette Urban County Government**, Member **2019 - Present**  
Member of mayoral-appointed committee focusing on creating policy framework for deployment of bond-funded public art projects.
- **Lexington Census 2020 Complete Count Committee, Lexington-Fayette Urban County Government**, Member **2019 - Present**  
Member of mayoral-appointed committee focusing on generating strategies to ensure a complete count in 2020 Decennial Census.

- **Central Music Academy**, Board Member **2019 - Present**  
Member of non-profit board of directors for free, after-school music education program.
- **Infill & Redevelopment Committee, Lexington-Fayette Urban County Government**, **2018 - Present**  
Member  
Member of committee focusing on policy recommendations to incentivize / manage infill and redevelopment practices.
- **Chamber Music Festival of Lexington/Lexington Chamber Orchestra**, Board Member **2017 - Present**  
Member of non-profit board of directors for merged Chamber Music Festival and professional Chamber Orchestra. Helped facilitate and guide merger process.

### Professional Development Experience:

- 2022: ASU + GSV Summit
- 2021: NextCity Vanguard
- 2020: Knight Foundation Media Forum
- 2020: American Academy of Arts and Sciences Citizenship Convening
- 2019: Kentucky Nonprofit Network Annual Summit (*keynote presenter*)
- 2019, 2016: Rural Generation Summit (*presenter*)
- 2019: Knight Foundation Media Forum
- 2014, 2015, 2016, 2018, 2019: ArtPlace America Summits
- 2018: National Placemaking Foundation Kentucky Convening (*co-host*)
- 2017: Rural Arts and Culture Summit (*presenter*)
- 2015; 2018: PolicyLink Equity Summit
- 2016 - 2017: Knight Foundation & 8-80 Cities Emerging Cities Champion Studio (*presenter*)
- 2016: Kresge Foundation Drawing on Detroit Convening
- 2016: Ajo Creative Placemaking Gathering
- 2014 - 2015: Knight Cities Summits (*presenter*)

### Artistic Practice:

- Performed in Professional Orchestras in the Ohio Valley and Appalachian region including: Lexington Philharmonic, Huntington (WV) Symphony Orchestra, Claremont Philharmonic, Richmond Symphony Orchestra, Orchestra Kentucky, etc.
- Participated in opera residency programs in Spoleto, Italy and Lucca, Italy
- International Touring in Italy, Germany, Hungary, Czech Republic, Slovakia, and more
- Double Bass Instructor at Central Music Academy, after school program for financially disadvantaged families
- Private Double Bass instructor for over a decade

### Professional Acknowledgments:

- 2021 - NextCity Vanguard
- 2019 - Marshall Memorial Fellow - German Marshall Fund
- 2016 - Emerging City Champion - Knight Foundation & 8-80 Cities
- 2013 - One to Watch - City of Lexington Mayor's Office

### Education:

- **University of Kentucky**  
Community Innovation Fellow, 2017
- **University of Cincinnati, College-Conservatory of Music**  
B.M. Degree, Double Bass Performance, 2011 — Graduated with Honors

**KATHERINE (KIT) ANDERSON**  
**Deputy Director, CivicLex**  
| 859-797-6199 | kit@civiclex.org | Lexington, Kentucky

## **EDUCATION**

**Macalester College, Saint Paul Minnesota, B.S.** Graduated May 2019  
Majors: Geography and International Studies  
Capstone: *Neoliberal Development and the Cape Town Water Crisis*

## **SUMMARY OF WORK EXPERIENCE**

**CivicLex** 2020- Present  
*Deputy Director*

- Day to day operations management of staff, programs, administration, and development
- Research, design, and implementation of evaluation and operational systems for daily program activities and long-term strategic goals
- Executing program goals, relationship building, and other tasks as needed

**Freelance Web Design** 2019 - Present  
*Web Designer*

- Construction and maintenance of websites according to goals and branding of clients
- SEO Optimization, branding and communications consultation
- Integration with other platforms and plugins

**Apiary Catering and Events** June 2022 - May 2023  
Server and Lead Runner

- Customer service, team coordination, and event management
- Logistical planning and set up

**Summit Biosciences** Spring 2020- November 2021  
*Manufacturing Technician II*

- Manufacturing commercial pharmaceutical products. Operating, monitoring, and controlling manufacturing equipment
- Training new technicians, maintaining cleanrooms, and completing documentation

**Lexington Extended School Program** Summer, 2016, 2018, 2019  
*Counselor*

- Daily supervision and management of 15-25 campers, subsidized for children with working parents
- Conflict resolution, activity planning, communication with parents and family

## **SKILLS**

- **Web Design:** Squarespace, WordPress, Adobe Dreamworks
- **Data Management Softwares:** Airtable, ArcGIS and ArcGIS Pro, Rstudio, Excel
- **Nonprofit management skills and softwares:** Monitoring and evaluation, fundraising softwares including Keela, Givebutter, and donorbox, online learning systems



# Nick Lyell

3919 9<sup>th</sup> St. NE, APT 3 Washington, DC 20017

Phone: 608.234.2166 e-mail: njlyell@gmail.com

**Nick Lyell** | Lexington, KY | njlyell@gmail.com | 608.234.2166

I run marketing, operations, and other strategic initiatives for organizations making big impacts for local communities. In particular, my work focuses on building capacity and providing technical assistance to small companies and nonprofits, building coalitions and partner networks, and leading impact initiatives.

## Recent Work Experience

**CivStart** *Co-Founder & Chief Impact Officer*

**March, 2019 - present**

- Perform operations duties such as payroll, taxes, HR, and lead financial planning and forecasting in role on Board of Directors.
- Provide strategic consulting and support for marketing and PR for CivStart's startups.
- Lead organization marketing, PR, website design, and social media efforts.
- Coordinate with industry experts to deliver educational, marketing, and business development support to CivStart's startups.
- Collaborate with government leaders to successfully identify needs, source innovative startup solutions, and launch pilot programs
- Design and execute on impact initiatives such as federal and foundation grants and CivStart's Inclusive GovTech Entrepreneurship Task Force.

**ReThink Media** *Senior Media Associate*

**Oct, 2016 - Dec 2019**

- Conducted outreach to emerging state campaigns, while maintaining and deepening existing partnerships with state and national partners.
- Coordinate state and national partners for strategic communications, movement building, and defending and advancing public policy best practices for building an inclusive democracy.
- Created and Presented training material at online and in-person trainings with advocates at the state and national level on various communications topics including social media advertising, creating a digital expert profile, broadcast appearance training, op-ed writing and placement, values-based messaging, and strategic communications.

**National Association of Counties (NACo)** *Manager of Digital Communications*

**Jan 2013 – Oct 2016**

- Created and executed digital communications strategies in conjunction with a communications team.
- Marketed publications, events, and membership promotions across various audiences and stakeholders through social media, video production, and print publications.
- Planned and executed NACo's very successful 2016 Tech Summit featuring multiple diverse stakeholders. Marketed this summit using an advanced FaceBook Live setup.
- Conceived, planned, designed, and programmed the county data mapping application, the [County Explorer](#).
- Conducted statistical research combining many county-level datasets, wrote [a NACo research publication](#) featuring the results, and presented the findings before county officials.



## Education

**University of Wisconsin - Madison**

**2008-2012**

B.S. with Honors in Political Science, Economics, and Latin American Studies

# Sarah E. Kerner

sarahekerner@gmail.com • 1815 19th St. NW, Unit 1, Washington, D.C. 20009 • (585) 739-1574

## Work Experience

### **Co-Founder & Chief Strategy Officer, CivStart, Washington, D.C.** **Oct. 2018 - Present**

- Created and launched the organization; Continuously determine mission, objectives, and priorities
- Serve as Vice President and Treasurer of the Board of Directors and coordinate Board activities
- Manage Board of Advisors and external partners, and facilitate resulting mentorships and benefits for startups
- Oversee all fundraising efforts including grant applications, sponsorships, and donations; Ensure compliance and maintenance of organization's budget and operations
- Influence strategy and creation of website content, external communications, events, and programming
- Coordinate with startup founders to deliver educational, marketing, and business development support
- Collaborate with government leaders to successfully identify needs, source startup solutions, and launch pilots

### **Partnerships Director, Data Coalition & Data Foundation, Washington, D.C.** **Jan. 2017 - April 2020**

- Responsible for all fundraising and strategic partnerships of a trade association, think tank, and major events
- Regularly presented to, and coordinated with, the Board or Directors and Executive Director on development plan to fund all organizational needs and grow partner base
- Shaped the annual programming and research agenda for both organizations based on stakeholder interest
- Served as the main point of contact throughout the entire relationship process; performed outreach, facilitated stakeholder meetings, and crafted customized partnership agreements with leadership of companies, trade associations, charitable foundations, and nonprofits
- Coordinated with internal staff to ensure all external partnership deliverables are met in a satisfactory manner

### **Corporate Affairs Officer, Americans for Prosperity, Arlington, VA** **Jan. 2014 - Dec. 2016**

- Conducted outreach and cultivated corporate prospects to gain new external partners and funding sources
- Represented partner priorities while strategizing with internal leadership on shared initiatives to ensure exceptional fulfillment of all sponsorship benefits

### **Director of Outreach, The Becket Fund for Religious Liberty, Washington, D.C.** **Jan. 2012 - Dec. 2014**

- Developed fundraising strategy with leadership and traveled nationally to cultivate major donors
- Created and fostered coalitions with like-minded organizations and coordinated participation in events
- Authored weekly email updates to over 50,000 supporters
- Acted as a liaison between the Executive Director and Board Members; presided over board meetings

## Education

### **B.A. Political Science & Psychology, Wheaton College, Wheaton, IL** **May 2012**

- Independent and collaborative graduate-level research with Dr. Cynthia N. Kimball and Dr. William Struthers

### **Public Policy Track, American Studies Program, Washington, D.C.** **Sept. 2011 - Nov. 2011**

- Completed coursework in Public Policy Initiatives, Internship Experience and Professional Development

## Other Volunteer & Work Experience

Board of Directors, *Center for Christian Civics, Washington, D.C.* Aug. 2019 - Present

Director of New Media, *America's Future Foundation, Washington, D.C.* Nov. 2012 - Oct. 2014

District Office and Case Work Intern, *Congressman Peter Roskam, Bloomington, IL* Jan. 2012 – Apr. 2012

Government Relations Intern, *Bread for the World, Washington, D.C.* Sept. 2011 – Nov. 2011

Family Research Assistant, *University of Rochester's Mt. Hope Family Center, Rochester, NY* May 2011 – Aug. 2011

Intern, *The Well, Bangkok, Thailand* July 2010

Publicity Coordinator, *International Justice Mission-Wheaton Chapter, Wheaton, IL* Aug. 2009 - May 2011

Cabinet Member, Homecoming Committee, *Alumni Association of Wheaton College* Jan. 2009 – Sept. 2010



## MWDBE Participation

CivicLex is a 501(c)(3) nonprofit led by a bifurcated board structure consisting of a Governance Board and a Programmatic Board. The Minority & Women Business Enterprise Certification Program offered by the Commonwealth of Kentucky judges eligibility of nonprofit organizations according to their Board of Directors. **Both of CivicLex's boards qualify for the standards of the Commonwealth of Kentucky's MWBE Certification.** The Governance Board is 60% Minority or Women led, and the Programmatic Board is 66% Minority or Women led. Although it is not included in the Certification Process, CivicLex's staff is 71% female.

**CivicLex has submitted an application for the Commonwealth of Kentucky's MWBE Certification.** Although the application will not be approved at the submission date of the LFUCG Boards and Commissions RFP, we believe it will be available by the end of the RFP decision process.

CivicLex is also committed to working with community partners on all of our projects, including consulting. Over the past year we have worked with organizations like Casa de la Cultura, the Share Center, Open Door Church, Woodhill Community Center, Seedleaf, Kentucky Refugee Ministry, The University of Kentucky, and RADIOLEX. We will engage many of these organizations if selected for the LFUCG Boards and Commissions Project, and are committed to including Women, Minorities, and Disadvantaged Lexington Residents in all of our programs.

## VBE Participation

CivicLex made a good faith effort to secure a Veteran Owned Business as a partner and subcontractor for the LFUCG Boards and Commission RFP, but we were unfortunately not successful. The good faith efforts are described, with documented evidence below.

Ultimately, we did not receive adequate interest from any of the Veteran Owned Businesses based in Lexington to the point of submitting a quote. Due to CivicLex's mission and the nature of the Boards and Commissions RFP, we feel it is integral to the project that all involved organizations and subcontractors are based in Lexington and have proven experience engaging Lexington residents. For this reason, we did not expand the geographic scope of our potential subcontractors to other cities and states.



## Documentation of Good Faith Efforts

(f) Contacting Sherita Miller, Minority Business Enterprise Liaison, for a list of VBE Subcontractors and suppliers.



**Kit Anderson** <kit@civiclex.org>  
to smiller ▾

Wed, Feb 14, 3:18 PM (8 days ago) ☆ ↶ ⋮

Hi Sherita,

I hope you are doing well! I am reaching out because CivicLex is exploring applying for a RFP #8-2024 for Boards and Commissions Consulting Services and I have a couple of questions about the MWDBE Participation Goals.

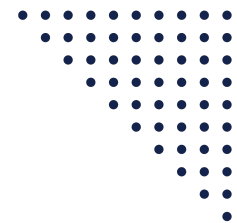
1. What is your protocol for nonprofit organizations that don't have an owner? Do you count the staff or board (or both?) to decide if an organization is a MBE or WBE?
2. Would you mind sending me the list of VBE certified businesses in Lexington.

Please let me know if there is someone else I should direct my questions to, or if you would like to talk on the phone about this!

Thank you,  
Kit Anderson

—  
Kit Anderson  
Director of Operations  
[CivicLex](https://civiclex.org)

(h) Sent written notice to all three certified Veteran Owned Businesses based in Lexington included on the LFUCG provided list not less than seven days prior to the deadline for submission of bids.



## LFUCG RFP for City Boards and Commissions



**Kit Anderson** <kit@civiclex.org>  
to tarab ▾

Thu, Feb 15, 4:09 PM (7 days ago) ☆ ↶ ⋮

Hi Tara,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I realize this is an unconventional request, but I was wondering if Semper Tek would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and Semper Tek is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,  
Kit Anderson

--



**Kit Anderson** <kit@civiclex.org>

to rgreene ▾

Thu, Feb 15, 4:13 PM (7 days ago)



Hi Rodney,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I realize this is an unconventional request, but I was wondering if Overhead Door Corporation would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and Overhead Door Corporation is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees or clients.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,

Kit Anderson

--

## LFUCG RFP for City Boards and Commissions ▾



**Kit Anderson** <kit@civiclex.org>

to brian ▾

Thu, Feb 15, 4:11 PM (7 days ago)



Hi Brian,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I realize this is an unconventional request, but I was wondering if DRD repair would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and DRD repair is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,

Kit Anderson

--

Kit Anderson

Director of Operations

[CivicLex](https://civiclex.org)

(i) Followed up initial solicitations of the certified Veteran Owned Businesses.



**Kit Anderson** <kit@civiclex.org>  
to ops ▾

Thu, Feb 15, 5:07 PM (7 days ago) ☆ ↶ ⋮

Hello,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I originally contacted Rodney Greene, but was given an out of office response.

I realize this is an unconventional request, but I was wondering if Overhead Door Corporation would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and Overhead Door Corporation is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees or clients.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,  
Kit Anderson

—



**Kit Anderson** <kit@civiclex.org>  
to Brett ▾

Tue, Feb 20, 1:56 PM (2 days ago) ☆ ↶ ⋮

Hi Brett,

Thank you for getting back to me! The timeframe is pretty short - the application is due this Friday. I think if you are at all interested the best thing would be to talk on the phone today and tomorrow to see if we would be a match! My number is 859-797-6199, feel free to call or we can schedule a time?

Thank you!  
Kit

...

↶ Reply

↷ Forward





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

## Introduction: CivicLex Affirmative Action Plan

CivicLex is committed to fostering a diverse, equitable, and inclusive workplace environment where all individuals are treated with dignity and respect. As part of this commitment, CivicLex recognizes the importance of affirmative action to ensure equal employment opportunities for all qualified candidates and employees. This Affirmative Action Plan outlines the strategies and initiatives that CivicLex will implement to promote diversity and inclusion in its workforce.

## Policy Statement:

CivicLex is dedicated to promoting diversity and inclusion in all aspects of its operations, including recruitment, hiring, training, promotion, and retention. We believe that a diverse workforce enriches our organization, fosters innovation, and strengthens our ability to serve the community effectively. CivicLex prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other characteristic protected by law.

## Goals and Objectives:

### Recruitment and Hiring:

- Implement proactive recruitment strategies to attract a diverse pool of qualified candidates for open positions.
- Partner with community organizations, educational institutions, and professional networks to expand outreach efforts to underrepresented groups.
- Ensure that job postings are inclusive and free from biased language.
- Establish diverse hiring panels to review applications and conduct interviews.

### Training and Development:

- Offer diversity, equity, and inclusion training for all employees to foster cultural competence and awareness.



- Offer professional development opportunities that support the growth and advancement of employees from underrepresented backgrounds.
- Encourage mentorship and networking opportunities to facilitate career progression for all staff members.

#### Retention and Promotion:

- Create a supportive work environment that values diversity and promotes a sense of belonging for all employees.
- Conduct regular assessments of employee satisfaction and engagement to identify areas for improvement.
- Implement policies and practices that mitigate bias and ensure fair treatment in performance evaluations, promotions, and compensation decisions.
- Establish clear pathways for career advancement and leadership development for employees from underrepresented groups.

#### Monitoring and Reporting:

- Establish metrics and benchmarks to track progress toward diversity and inclusion goals.
- Conduct regular reviews of recruitment, hiring, retention, and promotion practices to identify areas of improvement.
- Prepare annual reports on the organization's affirmative action efforts and outcomes, including demographic data on workforce representation.

#### Responsibilities:

- The Executive Director is responsible for overall oversight and implementation of the Affirmative Action Plan.
- The Deputy Director is responsible for coordinating recruitment, hiring, training, and development initiatives in alignment with the plan.
- All employees are expected to support and uphold the principles of diversity, equity, and inclusion in their interactions and decision-making.

CivicLex is committed to creating a workplace culture that reflects the diversity of the community we serve. Through the implementation of this Affirmative Action Plan, we will continue to strive for equal employment opportunities and foster an inclusive environment where all individuals can thrive and contribute to our mission.



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #8-2024 Boards and Commissions Consulting Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 16, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, 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 work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

## AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

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

**The bidder (hereafter “bidder,” or “contractor”) 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 uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. 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. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) 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 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
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 Federal 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 Federal 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.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and

subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Matthew Anderson

Signature

2 - 23 - 24

Date

**SELECTION CRITERIA:**

See complete criteria on page 42.

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

**Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>**

## Affirmative Action Plan

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

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

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

Director, Division of Procurement  
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 Procurement, (859)-258-3320.



### AFFIDAVIT

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

1. His/her name is Katherine Anderson and he/she is the individual submitting the proposal or is the authorized representative of CivicLex, Incorporated, 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 Procurement 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.

Katherine Anderson

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Katherine Anderson on this the 23<sup>rd</sup> day  
of February, 2024

My Commission expires: 11/18/2026



**Susan Garner Gill**  
Notary Public ID No 62334  
State at Large, Kentucky  
My Commission Expires on 11/18/26

Susan Garner Gill  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

*Nathaniel Andersen*  
Signature

*Civiclex, Inc*  
Name of Business

# **WORKFORCE ANALYSIS FORM**

Name of Organization: CivicLex, Incorporated

| Categories      | Total | White<br>(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   |       | 1                                 | 4 |                    |   |  |   |   |   |                                |   |  |   |  |   | 1     | 4 |
|                 |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Supervisors     |       | 1                                 | 1 |                    |   |  |   |   |   |                                |   |  |   |  |   | 1     | 1 |
| Foremen         |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Technicians     |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Protective      |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Para-           |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Office/Clerical |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Skilled Craft   |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| Service/Mainten |       |                                   |   |                    |   |  |   |   |   |                                |   |  |   |  |   |       |   |
| <b>Total:</b>   |       | 2                                 | 5 |                    |   |  |   |   |   |                                |   |  |   |  |   | 2     | 5 |

Prepared by: Katherine Anderson, Deputy Director Date: 2 / 23 / 24

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: CivicLex, Inc

Complete Address: 141 E Main St, Suite 400, Lex, Ky, 40507  
Street City Zip

Contact Name: Kit Anderson Title: Deputy Director

Telephone Number: 859-536-1334 Fax Number: \_\_\_\_\_

Email address: Kit@civiclex.org

## **Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS**

### **A. GENERAL**

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

### **B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information

on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS



- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Procurement Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
  - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
  - d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

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

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

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



**LFUCG MWDBE PARTICIPATION FORM**  
Bid/RFP/Quote Reference # RFP - 8-2024

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

| MWDBE Company,<br>Name, Address, Phone,<br>Email                                    | MBE<br>WBE or<br>DBE           | Work to be<br>Performed   | Total Dollar<br>Value of the<br>Work | % Value of<br>Total Contract |
|---|--------------------------------|---|--------------------------------------|------------------------------|
| 1. CivicLEX<br>141 E main st<br>Lex, KY, 40507<br>854-536-1334<br>info@civiclex.org | WBE/<br>MBE<br>(in<br>Process) | Primary Project<br>Organization -<br>Research, analysis,<br>engagement,<br>Facilitation, data<br>collection | \$70,000                             | 73%                          |
| 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.

Civiclex, Inc  
Company

2-23-24  
Date

Katherine Anderson  
Company Representative

Deputy Director  
Title



## LFUCG MWDBE SUBSTITUTION FORM

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement 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<br>MWDBE Company<br>Name, Address, Phone,<br>Email | MWDBE Formally<br>Contracted/ Name,<br>Address, Phone,<br>Email | Work to Be<br>Performed | Reason for the<br>Substitution | Total Dollar<br>Value of the<br>Work | % Value of Total<br>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 and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

| MWDBE<br>Company<br>Address | Contact<br>Person | Contact<br>Information<br>(work phone,<br>Email, cell) | Date<br>Contacted | Services<br>to be<br>performed | Method of<br>Communication<br>(email, phone<br>meeting, ad,<br>event etc) | Total dollars \$\$<br>Do Not Leave<br>Blank<br>(Attach<br>Documentation) | MBE *<br>AA<br>HA<br>AS<br>NA<br>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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ 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<br>(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 # RFP- 8- 2024

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

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

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

       Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Civiclex, Inc  
Company  
2-23-24  
Date

Katherine Anderson  
Company Representative  
Deputy Director  
Title

## **GENERAL PROVISIONS**

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

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

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

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must



be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Katherine Anderson  
Signature

2 - 23 - 24  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy



and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary

action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

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## **Scope of Work**

### **Introduction**

Lexington – Fayette Urban County Government (LFUCG) is requesting proposals from qualified consultants to assist in the comprehensive evaluation of LFUCG's various boards and commissions. Lexington-Fayette County has a population of 321,793 residents. LFUCG is a full-service local government, with approximately 2,800 full-time employees operationally organized through 8 departments.

### **Background**

LFUCG is actively engaged with local community stakeholders for promoting equitable accessibility for all residents. Created through local ordinances or Kentucky state statutes, LFUCG has approximately 70 Boards and Commissions. LFUCG is seeking a comprehensive evaluation of the membership makeup, structure, diversity, vacancy rates, transparency, utility of the various Boards and Commissions, and recommendations for the appointment process.

### **Scope of Services**

The purpose of the Request for Proposal (RFP) is to identify and select a consulting firm to work with LFUCG to complete a comprehensive review of its Boards and Commissions and to provide recommendations. The selected consultant should have experience with planning projects related to organizational structure review.

The final product should include

- A. An analysis of the current demographic make-up of the boards and commissions
  - a. Race/ethnicity, national origin, age, gender, sexual orientation/identity, socioeconomic status, other data
- B. An assessment of which boards are active
- C. A recommendation for consistency in public documentation of records (e.g. meeting minutes) and by laws
- D. An evaluation of the current appointment process with a comparison to benchmark municipalities and any recommended changes
- E. A public engagement process on views of our boards/commissions, the appointment process, and how to include underrepresented segments of our population
- F. Recommendations for database technology to streamline document retention, meeting attendance, meeting minutes, vacancies, public-facing information and resources

### **Proposal Submission**

The proposal response should clearly demonstrate the knowledge, experience, and capacity of the respondent to meet the requirements of the RFP. The proposal should include a lump sum fee for service, supported by estimated cost breakdown for applicable and associated consulting performance activities. The fully self-contained proposal is limited to formatted content narrative and illustrations of no more than 15 pages, excluding appendices.

### **Proposal Evaluation and Award Process**

The LFUCG evaluation committee will consist of members with expertise and knowledge that are subject of the Request for Proposal. Eligible proposals will be reviewed by the evaluation committee and scored against the stated criteria listed below. The committee may review references, and request interviews / presentations. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores reviewed. Each proposal shall be evaluated on the following evaluation criteria:

- Qualifications of Firm and Principal Consultants 25 points
- Experience and Past Record of Performance 25 points
- Project Approach, Work Plan and Schedule 20 points
- Organizational Capacity and Workload Availability 20 points
- Cost Reasonableness – Proposed Fee for Services 10 points

LFUCG reserves the right to reject any and all proposals. LFUCG reserves the right to negotiate the terms of the contract, including award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest ranked proposer, LFUCG may negotiate a contract with the next highest ranked proposer. Project Coordination LFUCG Dept. of General Services will be the consulting firm's point-of-contact for the project. Chris Ford, Commissioner of General Services, will work in partnership with the consulting firm to facilitate coordination for associated LFUCG self-evaluation processes. Also, LFUCG leadership will be available as needed, to support the consulting firm's local stakeholder engagement and community outreach efforts.

### **Project Schedule**

TBD