

## **SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT (“Agreement”)**, made on the 6  
day of December, 2016, by and between the **LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter  
67A (hereinafter “LFUCG”), located at 200 East Main Street, Lexington, Kentucky  
40507, and **Bullhorn LLC, d/b/a Bullhorn Creative** (hereinafter “CONSULTANT”) located at 109 East Loudon Avenue, Lexington, Kentucky 40505.

**WHEREAS**, LFUCG has been allocated federal funds from the Kentucky Transportation Cabinet under Title 23, United States Code, Section 133(b), Catalog of Federal Domestic Assistance number 20.205 for Intelligent Transportation System and Congestion Management System Traffic Improvements; and

**WHEREAS**, LFUCG recognized a need for a cohesive series of Safe Streets Marketing Materials to promote driver, cyclist, and pedestrian safety in Fayette County, Kentucky; and

**WHEREAS**, LFUCG issued a request for proposals for the Development of Safe Streets Marketing Material (RFP #33-2016); and

**WHEREAS**, CONSULTANT responded to RFP #33-2016 and LFUCG has determined that CONSULTANT is the successful bidder.

**NOW, THEREFORE**, LFUCG and CONSULTANT, in consideration of their mutual covenants herein AGREE in respect to the Development of Safe Streets Marketing Material and the payment for those services by LFUCG as set forth below (“Services”).

**WITNESSETH:** That CONSULTANT and the LFUCG in consideration for adequate consideration and intending to be legally bound, hereby agree to commence and complete the scope of services described as follows:

### **1.0 SCOPE OF WORK**

CONSULTANT shall perform the work as outlined in Exhibit “A” (the “RFP”) and Exhibit “B” (the “Response”), both of which are attached hereto and incorporated herein by reference.

#### **1.1 Incorporated Bid Documents**

Exhibit A – The “RFP” document titled “RFP #33-2016 “Development of Safe Streets Marketing Material” including the General Conditions and the Risk Management Provisions.

Exhibit B – The “response” document titled “Safe Streets Request for Proposal” RFP #33-2016”.

Exhibit C – The negotiated hours with rates required to complete the tasks defined within RFP #33-2016.

All of the terms and provisions of the RFP, including but not limited to the General Conditions and the Risk Management Provisions, and the Response are attached hereto and incorporated herein by reference as if fully stated. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the RFP and the Response.

## **1.2 Timely Reports**

CONSULTANT shall provide monthly reports of all activities to LFUCG PROJECT MANAGER. Reports may be submitted electronically.

## **1.3 Applicable Laws**

CONSULTANT shall perform work in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations, and 23 Code of Federal Regulations.

## **2.0 TERM**

This Agreement is effective as of the date of LFUCG’s signature (“Effective Date”) and will continue for a period of one (1) year with an option for an additional one year (1) renewal subject to sufficient appropriation of funds AND a mutual agreement between CONSULTANT and LFUCG.

### **2.1 Termination**

LFUCG may terminate performance of this Agreement, or a portion thereof, upon thirty (30) days’ written notice, or if the CONSULTANT materially breaches any provision of this Agreement. Upon receipt of a written notice (which shall describe the circumstances that lead to a material breach), CONSULTANT shall have thirty (30) calendar days to cure the default.

### **3.0 INDEMNIFICATION CLAUSE**

The Risk Management Provisions of RFP #33-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

#### **4.0 PAYMENTS TO CONSULTANT**

Payment for the Services hereunder, in an amount not to exceed \$40,000, will be made on time and expense basis subject to the following requirements:

- a. All invoices shall reflect the worked performed in accordance RFP#33-2016 and the corresponding amount due based on the budget allotted for each task.

#### **4.1 Time of Payment**

CONSULTANT shall submit detailed monthly statements indicating work completed for LFUCG, and shall submit sufficient documentation for any and all reimbursable expenses prior to payment. LFUCG shall respond to CONSULTANT's monthly statements within thirty (30) days, either denying payment or making payments.

#### **4.2 Other Provisions Concerning Payments.**

**4.2.1.** In the event the Agreement is terminated by the LFUCG without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for actual work performed or services rendered and delivered to LFUCG prior to termination, as determined by mutual agreement between LFUCG and CONSULTANT.

**4.2.2.** In the event that Services are terminated by LFUCG for fault on the part of the CONSULTANT, the CONSULTANT shall be paid for actual work performed or services rendered and delivered to LFUCG prior to termination, as determined by LFUCG.

#### **5.0 SUCCESSORS AND ASSIGNS**

CONSULTANT binds itself, and its partners, successors, executors, administrators, assigns, agents, and legal representatives to this Agreement with respect to all covenants, agreements and obligations.

#### **6.0 ASSIGNMENT AND DELEGATION**

CONSULTANT shall not assign any interest, obligation or benefit of this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of LFUCG.

CONSULTANT shall not subcontract more than fifty percent (50%) of the Services, based upon dollar value, to be provided under this Agreement. CONSULTANT shall obtain written approval prior to delegating or assigning any services contained in this Agreement. LFUCG's consent to the delegation or assignment

of any part of this Agreement shall not be construed to relieve CONSULTANT of any responsibility for compliance with the provisions of this Agreement.

## **7.0 FORCE MAJEURE**

CONSULTANT shall not be liable to LFUCG for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of *force majeure*, which shall be deemed to include war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or unavoidable delays in mass transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, disease, accident, fire, explosion, flood, storm or other act of God, unforeseeable shortage of labor, fuel, raw materials, machinery or unforeseen technical failures. LFUCG shall not refuse to accept delivery by reason of delays occasioned by *force majeure*. Any delay resulting from *force majeure* shall correspondingly extend the time for performance by CONSULTANT. Notwithstanding the above, CONSULTANT acknowledges that it will not be excused from full performance of any contractual provision contained herein or separately contained in any Statement of Work or Change Order if an act or occurrence resulting in any delay in performance or failure in performance could have been avoided through CONSULTANT's exercise of due care.

## **8.0 OPTIONAL TASKS AND SERVICES**

LFUCG may desire to have CONSULTANT perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Optional Task and Services," subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until written authorization is given by LFUCG. This work shall be considered as "Optional Work & Tasks" and shall be paid on a lump sum basis by task in accordance with the negotiated rates as provided by CONSULTANT in response to RFP#33-2016 in Attachment C.

## **9.0 RIGHTS IN WORK PRODUCT**

Unless otherwise agreed by the parties in a separate Agreement, all Services rendered by CONSULTANT under this Agreement and the product or proceeds of such Services, including any and all information and data owned or controlled by LFUCG, or otherwise manifested in programs and documentation purchased, produced, or delivered to or on LFUCG's behalf ("Work Product") shall belong to and be owned by LFUCG. CONSULTANT and third party service and software providers shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to their respective, independently developed intellectual property in accordance with federal copyright and other applicable laws.

## **10.0 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the CONSULTANT agrees as follows:

- 10.1.** CONSULTANT agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- 10.2** CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or other handicap. CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, sex, age, disability or other handicap. CONSULTANT will take affirmative action to insure that all employment practices include, but are not limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 10.3** A Compliance with Civil Rights Act of 1964. During the performance of this AGREEMENT, CONSULTANT agrees as follows:
- A. CONSULTANT will comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.
- B. Nondiscrimination: CONSULTANT, with regard to the work performed by it after award and prior to completion of the AGREEMENT, work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract including procurement of materials or equipment, each

potential subcontractor or supplier shall be notified by the CONSULTANT or the CONSULTANT'S obligations under this AGREEMENT with the REGULATIONS relative to nondiscrimination on the ground of race, color, or national origin.

D. Information and Reports:CONSULTANT will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GOVERNMENT to be pertinent to ascertain compliance with such REGULATIONS orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT will so certify to the GOVERNMENT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this AGREEMENT, the GOVERNMENT will impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- 1) Withholding payment to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
- 2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

**10.4** It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently the DBE requirements of 49 CFR Part 23 apply to this AGREEMENT.

**10.5** DBE Obligation. CONSULTANT or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, CONSULTANT or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONSULTANT and the subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U. S. DOT – assisted contracts.

CONSULTANT will make every effort to locate DBEs to purchase materials and services for use in this AGREEMENT. CONSULTANT shall document the steps

it has taken to obtain DBE participation, including, but not limited to the following:

- A. The names, addresses, and telephone numbers of DBEs that were contacted;
- B. A description of the information provided to DBEs regarding the type of work to be performed.

**11.0 RIGHT TO REVIEW, AUDIT AND INSPECT**

CONSULTANT understands and agrees that upon reasonable notice that officials of the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet, and the Federal Highway Administration may review, audit, and inspect any and all of the CONSULTANT'S records and operations relative to the services performed under this Agreement to assure compliance with the Agreement.

**12. MODIFICATIONS**

No extension, modification, or amendment of this Agreement shall be effective unless it is set forth in writing and signed by the Parties.

**13. DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.


**14. SEVERABILITY**

If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

ATTEST:

  
Clerk of the Urban County Council

BY: \_\_\_\_\_

  
Jim Gray  
MAYOR

**Bullhorn Creative**  
**109 East Loudon Avenue**  
Lexington, Kentucky 40507

Amily K. Minner  
(Secretary)

BY: [Signature]  
ITS: Partner

Dani F. Meyer  
(Witness)

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**EXHIBIT A**

RFP #33-2016: Development of Safe Streets Marketing Material

(37 Pages)





## EXHIBIT A

# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2016 Development of Safe Streets Marketing Material** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **September 29, 2016**.

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

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

**RFP #33-2016 Development of Safe Streets Marketing Material** If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

***Please do not contact any 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

#### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded

contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

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

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

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

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

**KRS 45.640 Minimum skills**

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

## **SELECTION CRITERIA:**

1. Completeness and professionalism of the written proposal. 20 points
2. The mix (number and diversity) of marketing materials proposed for the given budget. 25 points
3. The creativity of the person or firm based on samples provided. 15 points
4. Specialized, experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required based on proposal and samples provided. 15 points
5. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 points
6. Familiarity with the details of the project. 10 points
7. Degree of local employment. 5 points

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

**Questions regarding this RFP shall be addressed to:**

Sondra Stone, Buyer Senior  
Division of Central Purchasing  
[ssstone@lexingtonky.gov](mailto:ssstone@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

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

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

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

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

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

**Continued on next page**



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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

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

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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

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

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

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

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

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

A. GENERAL

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

B. PROCEDURES

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

## C. DEFINITIONS

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

## D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

## E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed;

estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

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



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

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

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

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to*

*construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs 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>	Shirie Hawkins UK SBDC	<a href="mailto:smack@uky.edu">smack@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 Byne	<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:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

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

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

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

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

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

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

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

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

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

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Provided the interested MWBDE 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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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

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Signature

---

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

## **FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000 to \$1million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be provided in the amount specified above unless deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. 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.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.



- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### Safety and Loss Control

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

#### DEFAULT

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

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## **REQUEST for PROPOSALS:**

### **Development of Safe Streets Marketing Material**

#### **Introduction and Purpose of Solicitation**

LFUCG is seeking professional consulting services to develop and create a cohesive series of Safe Streets Marketing Materials that promote driver, cyclist and pedestrian safety throughout Fayette County. The selected firm will develop and create specific marketing materials designed to reduce the incidence of collisions between bicyclists, pedestrian and motorists; increase public awareness of the rules of the road; and foster mutual respect among motorists, pedestrians and bicyclists. The selected firm shall develop and create marketing materials that focus on target messages for prescribed targeted audiences. The selected firm will work closely with various LFUCG divisions to develop the Safe Streets Marketing Material.

#### **Background**

The City of Lexington has initiated a number of efforts over the years to develop a multimodal transportation system in which walking and biking play an important role in improving citizens' quality of life. Efforts include adopting a Greenway Master Plan and Bicycle & Pedestrian Master Plan to develop a connected network of safe and efficient on-road bikeways, trails and sidewalks. Additional efforts include accepting the Mayor's Challenge for Safer People, Safer Streets, an initiative of the Federal Highway Administration; seeking national recognition through the Bicycle Friendly Community and Walk Friendly Community programs; forming an internal Pedestrian Safety Working Group; and ongoing work of the Lexington Area Metropolitan Planning Organization's (MPO) Bicycle Pedestrian Advisory Committee.

LFUCG recognizes that physical improvements for bicycling and walking must be coupled with efforts to encourage people to walk and bike, and to do so in a safe manner, while also making the driving public more aware of their responsibilities for safe and lawful interactions with bicyclists and pedestrians. Fayette County now has 60 miles of bicycle facilities with 40 more miles planned for construction over the next few years.

Annually, there are more than 200 motor vehicle crashes in Lexington that involve pedestrians and bicyclists and these modes represent a disproportionate number of roadway fatalities each year. While only 8 percent of commuting trips in Fayette County are made on foot, or by bike, approximately 10 to 15 percent of traffic fatalities are pedestrians or bicyclists each year, with the greatest number being pedestrians. Data is available regarding pedestrian-bicycle-vehicular crash trends, and Safe Streets messages will be focused on common causes of such crashes.

Prior marketing efforts related to bicycling and walking include a former Share the Road Campaign and a joint marketing campaign by the Lexington Area MPO and Lextran to promote alternative transportation programs, projects and services that are available to residents in the Lexington and broader Central Kentucky area. This includes bicycling, public transit, walking, and other activities that reduce single occupancy vehicle use, congestion and air pollution. While the Safe Streets Marketing Materials will maintain their own "look and feel" they should also work in coordination with these other efforts to

increase the visibility of various marketing efforts, particularly the Slow Down, Lexington ads developed and distributed in Spring 2016.

### **Project Goals & Objectives**

The ultimate goal for the Safe Streets Campaign is to reduce the total number of bicycle and pedestrian crashes, injuries and fatalities. Additional goals are to:

- Attract the attention of a broad audience with relevant safety messages that result in safe and courteous driving, walking and bicycling behaviors;
- Make the rules of the road and users' roles and responsibilities well known to every person;
- Increase lawful walking, bicycling and driving behaviors and interactions;
- Build respect and tolerance between bicyclists, pedestrians and motorists;
- Create more vibrant and livable neighborhoods and streets where biking and walking is viewed as a desirable and safe means of transportation; and
- Create a well-recognized, memorable safety campaign and effective educational materials that can distributed through multiple outlets.

The Safe Streets Marketing Materials should address specific behaviors for specific target audiences. The first round of materials covered by this RFP will focus on slowing down car speeds, emphasize that aggressive acceleration between lights does not get the driver to their location any faster than driving the designated speed, and that the risk of aggressive driving is great. The primary target audience is downtown drivers; the secondary target audience is University of Kentucky students. Future target behaviors may include driver, bicyclist, and pedestrian inattention; emphasizing rules of the road (yielding to pedestrians, crossing at crosswalks, riding with traffic, etc); and defensive walking and bicycling.

### **Scope of Services**

The selected firm shall develop and create a set of Safe Streets Marketing Materials that promote driver, cyclist and pedestrian safety throughout Fayette County according to the following scope of services and considerations.

1. Lexington seeks to create a library of cohesive messages over time that can be used as part of an integrated Safe Streets Campaign. Therefore, deliverables shall be consistent with the 2016 Slow Down, Lexington ads.
  - a. <https://youtu.be/n0-zAvuYFFc>
  - b. <https://youtu.be/V1o8YVqr7dk>
2. The proposal should identify hourly rates for the following services. The bidder may choose to include hourly rates for additional services that they deem necessary for developing and creating the requested marketing materials.
  - a. Account supervision
  - b. Account management
  - c. Art direction
  - d. Copy writing
  - e. Creative development – base design/production
  - f. Creative development – complex design/production

- g. Editorial analysis
  - h. Graphic design
  - i. Photography
  - j. Research
  - k. Videography
3. The proposal should identify an estimated number of hours (by service category) for creating the following marketing materials, as well as an estimate of the number of hours that will be spent on contract management and concept development.
    - a. 15 second video spots for social media
    - b. 30 second video spot for television (extended version of 15 second video)
    - c. 30 second radio spot
    - d. 15 second radio spot (shorter version of 30 second radio ad)
    - e. Still ad that can be used on social media and/or in print publications
    - f. Bus ad
  4. The maximum cash budget for the Safe Streets Marketing Materials 2016-2017 annual contract is \$40,000. The bidder must include a recommendation of how this budget should be allocated. In other words, how many variations of the target message should be developed and which marketing materials should be created to convey these variants given the budgetary constraints? (e.g., Three variations of the message will be created. All will be made into 15 second videos but only one will be expanded to a 30 second video. Three 15 second and two 30 second radio spots will be produced. A still ad will be created for each message variant. A bus ad will be created for one.) The bidder should explain the reasons behind their recommendation. LFUCG reserves the right to make the final decision regarding the mix of marketing materials produced.
  5. It is the intent of LFUCG to utilize the services of the awarded bidder to develop the creative content and marketing materials of the targeted messages described. LFUCG intends to purchase media buys directly through media outlets. However, we reserve the right to utilize the awarded firm for these services upon mutual agreement by both parties.
  6. Bidders are encouraged to research and review bicycle and pedestrian safety, safe streets and Vision Zero education programs administered by other communities to inform the proposal.
  7. The proposed scope of work as described is intended to be a general outline of the work and not an all-inclusive description of the elements to be included in the Safe Street Marketing Materials contract. The consultant may suggest additions or deletions to the scope to enhance the project outcomes and fulfill the project's goals.
  8. The development of marketing materials may commence upon receipt of an executed contract. The solicitation timeline anticipates this to occur in November 2016. The contract will last through June 30, 2017. Based upon the availability of funding and agreement by both parties, the agreement for the Safe Street Marketing Materials contract may be renewed for two additional LFUCG fiscal years.
  9. The LFUCG reserves the right to accept or reject any or all of the bids submitted, waive informalities and technicalities. Upon further analysis of need and analysis of costs resulting

from responses to this RFP, LFUCG reserves the right to award or reject any portions of the bid.

10. Lack of funds clause: the LFUCG may cancel or reduce the amount of service to be rendered if such action is, in the LFUCG's determination, in the LFUCG's best interests, or there be a lack of funding available for the service. In such event, the LFUCG will notify Contractor in writing thirty (30) days in advance of the date such actions are to be implemented.

#### **Additional Submission Requirements**

In addition to the information requested in the Scope of Services, each proposal must include the following:

1. Brief history of company & number of employees. Please provide the names and resumes of the people who will be assigned to this contract.
2. Why your agency is best suited to create Safe Streets Marketing Materials and/or what unique ideas or experience can you bring to the table?
3. Examples of materials prepared for other clients: such as brochures, outdoor advertising, TV/ radio/social media video spots, direct mail, and print ads. Examples with a public service intent are preferred.
4. Include a list of at least 3 references for comparable projects that have been awarded to the bidder.

#### **Evaluation Criteria**

The Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Completeness and professionalism of the written proposal. 20 points
2. The mix (number and diversity) of marketing materials proposed for the given budget. 25 points
3. The creativity of the person or firm based on samples provided. 15 points
4. Specialized, experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required based on proposal and samples provided. 15 points
5. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 points
6. Familiarity with the details of the project. 10 points
7. Degree of local employment. 5 points

**EXHIBIT B**

Bullhorn Response to RFP #33-2016: Development of Safe Streets Marketing Material

(32 Pages)

**EXHIBIT C**

RFP #33-2016 Schedule of Negotiated Services and Hourly Rates

EXHIBIT B

SAFE STREETS  
REQUEST  
*for*  
PROPOSAL

**Bullhorn**

SEPTEMBER 29, 2016



RESPONSE TO  
RFP #33-2016:

DEVELOPMENT OF  
SAFE STREETS  
MARKETING MATERIAL

**Bullhorn**

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109 East Loudon Avenue  
Lexington, KY 40505

September 29, 2016

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

Our proposal to fulfill “RFP #33-2016: Development of Safe Streets Marketing Material” is below. We are excited for the opportunity to participate in this process, and we look forward to discussing our proposal.

Sincerely,



Brad Flowers  
Partner

## **REFERENCES**

*Scott Shapiro*

Chief Innovation Officer

The Mayor's Office (Lexington, KY)

(859) 258-3100

sshapiro@lexingtonky.gov

*Rob Morris*

Event Chair

Picnic with the Pops

rob.morris2.0@gmail.com

(859) 233-1173

rob@lowells.us

*Dr. Laurie Carter*

Executive Vice President and

University Counsel

Eastern Kentucky University

(859) 622-8835

laurie.carter@eku.edu

# EXECUTIVE SUMMARY

*We will develop and create a cohesive series of Safe Streets marketing materials that promote driver, cyclist, and pedestrian safety throughout Fayette County.*

Lexington is a unique, growing city. As this city grows, so too does the importance of the safety of the pedestrian and cycling community. We have a vested interest. Over half of our staff either walks or bicycles to work. We offer a free bicycle as part of our compensation package for new employees. Bike parking is the best parking at Bullhorn. We have a Friday staff ride at noon. Members of Bullhorn volunteer time, money, and design services to Broke Spoke Community Bike Shop. Better than any other agency in town, we understand and are passionate about the issues surrounding safer streets.

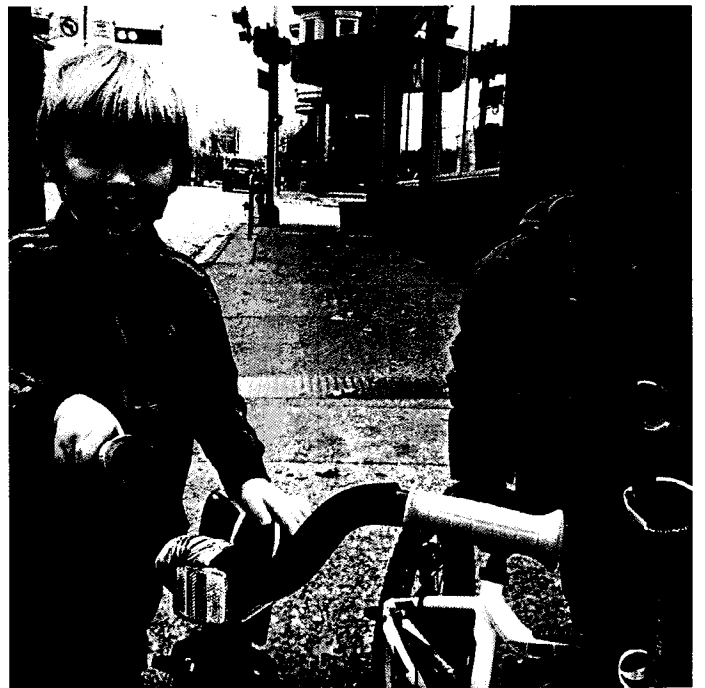
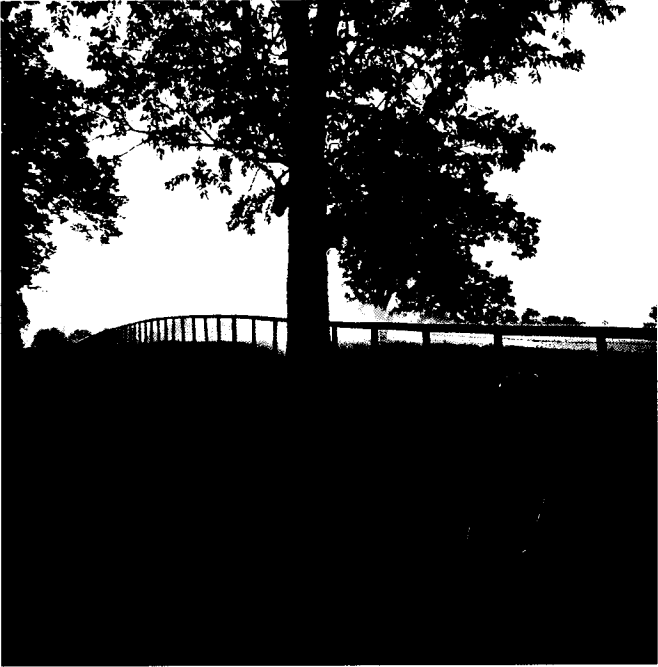
Your goal – and ours – is to reduce the total number of bicycle and pedestrian crashes, injuries and fatalities. Through this campaign, we will also seek to:

+ Attract the attention of a broad audience with relevant safety messages that result

in safe and courteous driving, walking, and bicycling behaviors;

- + Make the rules of the road and users' roles and responsibilities well known to every person;
- + Increase lawful walking, bicycling, and driving behaviors and interactions;
- + Build respect and tolerance among bicyclists, pedestrians, and motorists;
- + Create more vibrant and livable neighborhoods and streets where biking and walking is viewed as a desirable and safe means of transportation; and
- + Create a well-recognized, memorable safety campaign and effective educational materials that can be distributed through multiple outlets.

We are neighbors, cyclists, and civic helpers – and we are invested in this program's success. We are excited for the opportunity to apply our skills to this vital work.



# SAFE STREETS + BULLHORN

*Bullhorn is a branding shop located at 109 East Loudon Avenue in Lexington. We build confident brands with language and design. We were founded in 2008 and have thirteen employees.*

Bios of our key team members who will work on this project are below.



BRAD  
FLOWERS

## **PARTNER**

Brad Flowers co-founded Bullhorn in 2008. He oversees all Bullhorn operations. He is civically involved also, serving as a founding board member of Broke Spoke, a non-profit community bike shop. Brad earned his Bachelor's degree in Literature from the University of North Texas.



ADAM  
KUHN

## **CREATIVE DIRECTOR**

Four years ago, Adam took a gamble and left his secure job as Lead Interface Designer at Lexmark to join Griffin and Brad on the Northside. It started as a challenge, and now he finds his rewards every day on Loudon and Limestone, in an environment where whatever he did yesterday will never be as good as what he'll accomplish tomorrow.



## CARRIE SHIRLEY

### **DIRECTOR OF CONTENT AND STRATEGY**

Carrie joined Bullhorn in 2013 after graduating from Williams College with a Bachelor's degree in English and Art History. Carrie leads the research and strategy phase of the branding process, overseeing strategic direction throughout the creative process. She also writes, edits, and consults on copy for clients. And she provides social media expertise for clients with a range of needs.



## STEVIE MORRISON

### **DESIGNER**

Stevie graduated from Transylvania University with a degree in Studio Art and a speciality in mixed media. With this background, she brings a wealth of experience in design for a range of clients. Stevie also founded The Parachute Factory, an event and gallery space. She serves there as Community Events Director and Facilities Manager.



## CHRIS JACKSON

### **ART DIRECTOR**

Chris is the Art Director at Bullhorn, helping oversee the creative process. Chris started his creative life as a painter, studying at the University of Tennessee at Chattanooga and the Maryland Institute of Art (MICA). He was also a tenured member of the design faculty at Eastern Kentucky University.



We've built brands in diverse industry settings. To target a wider base of recruits, we researched and refined the Lexington Police Department's brand. We refreshed Picnic with the Pops' visual identity, broadening the successful event's appeal for a new generation of attendees. For Block + Lot, we helped a new business come up with a name and visual identity that reflected its core business identity. Each of these projects – which may be reviewed in more detail in the accompanying visual deck – are successful examples of our process.

We will perform this work in four phases.

### **EXPLORATORY**

We investigate your core values, competitive landscape, and audience profiles.

### **STRATEGY**

We craft and present our research-based branding recommendation.

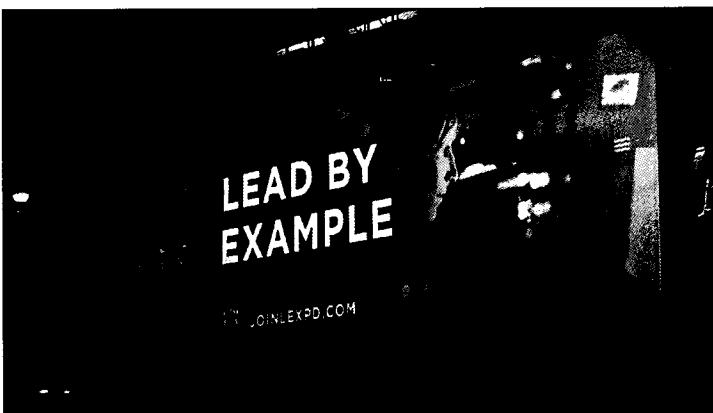
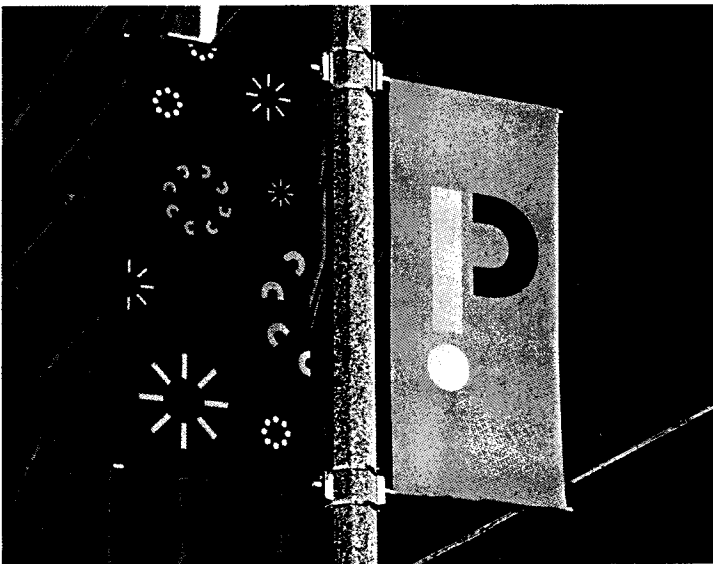
### **CONCEPT**

We translate strategy into concepts – setting a visual and verbal foundation.

### **EXECUTION**

We design and articulate the Safe Streets Campaign through practical materials, launch recommendations, and comprehensive brand standards.

*We will use this process to understand, clarify, design, and deliver the Safe Streets marketing materials.*



## **EXPLORATORY**

*We investigate core values, competitive landscape, and audience profiles.*

To uncover what makes Lexington's Safe Streets program unique, we will:

- + Bring your decision-makers and our creative team together to learn your values, goals, frustrations, and vision of success.
- + Explore similar programs you admire outside Lexington.
- + Research local, regional, and national branding patterns and trends in Safe Streets programs.

## **STRATEGY**

*We craft and present our research-based branding recommendation.*

To set your brand's strategic foundation, we will:

- + Present what we've uncovered about mission, personality, and value proposition.
- + Present our visual research.
- + Recommend a visual and verbal strategy to gain organizational consensus for the marketing materials.
- + Select proper voice and language and recommend appropriate messaging.
- + Consider a range of appropriate colors, imagery, and typography to guide the design process.

## CONCEPT

*We translate strategy into concepts – setting a visual and verbal foundation.*

This phase culminates in an approved concept that demonstrates our research-based strategy. Creatively, compellingly. To build your campaign identity, we will:

- + Design and present potential concepts with demonstrated real-world applications to give a sense of how each concept look and feel in the world.
- + Incorporate your feedback and critique into design concepts and language.
- + Design and articulate basic materials that are consistent with the 2016 Slow Down Lexington ads.

## EXECUTION

*We design and articulate the Safe Streets Campaign through practical materials, launch recommendations, and a comprehensive brand standards.*

Deliverables for this phase will include:

- + Standard collateral – basic messaging materials for print, digital, video, and audio
- + Brand manual – final Safe Streets visual and verbal brand guidelines + collateral designs. The manual is a critical document designed to keep these materials consistent and powerful. It will contain all proper and improper usages of the Safe Streets “brand” (logo usage, photo styles, language, templates, and collateral designs). We will produce this document in a digital format.

We will not know what the proper messaging vehicles are for this campaign until we complete our exploratory and strategy phases.

Deliverables for this phase may include:

- + 15-second video spots for social media
- + 30-second video spot for television
- + (extended version of 15 second video)
- + 30-second radio spot
- + 15-second radio spot (shorter version of 30-second radio ad)
- + Still ad that can be used on social media and/or in print publications
- + Bus ad

# COST PROPOSAL

**TIMING: 7 MONTHS  
(NOVEMBER 2016- JUNE 2017)**

## *Exploratory*

We investigate your core values, competitive landscape, and audience profiles.

Estimated timing: 25 hours

## *Strategy*

We craft and present our research-based branding recommendation.

Estimated timing: 25 hours

## *Concept*

We translate strategy into concepts – setting a visual and verbal foundation.

Estimated timing: 50 hours

## *Execution*

We design and articulate the Safe Streets Campaign through practical materials, launch recommendations, and comprehensive brand standards.

Estimated timing: 150 hours

**INVESTMENT: \$125 AN HOUR**

# VISUAL DECK

*We will help  
Safe Streets  
understand,  
clarify, and refine  
its brand.*



**CASE STUDY**  
**01/03**

# **PICNIC WITH THE POPS**

+ VISUAL IDENTITY  
+ BRAND VIDEO

Picnic with the Pops is a summer tradition. After over 30 years of exceptional experiences, they were ready to open up their event to a wider audience. We worked with them to make a brand identity that reflected this expansion. We wanted to extend this event's appeal to a new generation of attendees while staying true to its unique origins. With those goals in mind, we created a brand identity to translate this annual thrilling experience.

The central mark is exclamatory. The colors pay homage to quintessential Lexington, but their vibrancy sets them apart. In combination with clean, contemporary typography, these fundamental design elements translate Picnic with the Pops' memorable, sophisticated, and festive experience.

With a signature photography treatment, the Picnic with the Pops stamp can be applied to past, present, and future event photography. As the event grows, the brand will grow with it.

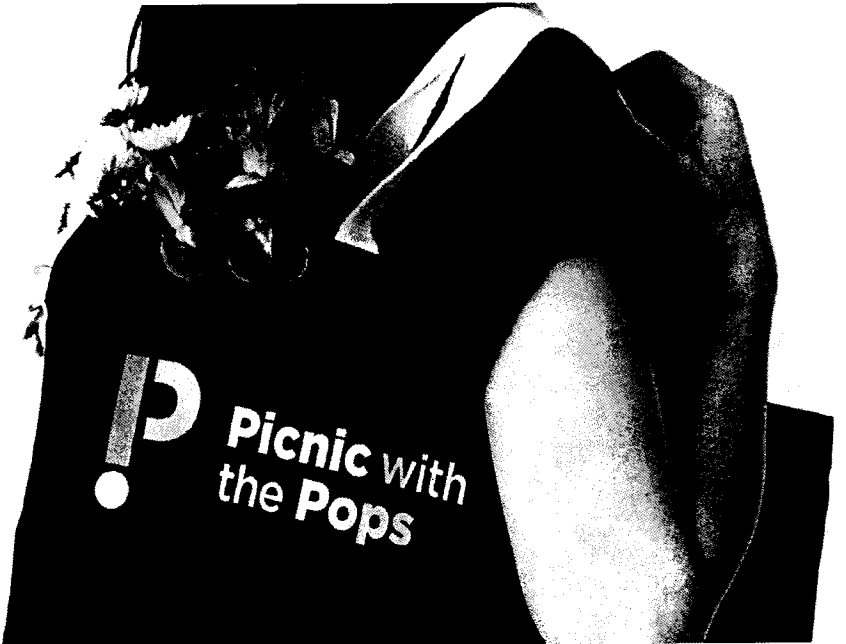
The branded language grows as well, reflecting the event's dynamic, multi-faceted experience. There really is something for everyone at Picnic with the Pops.

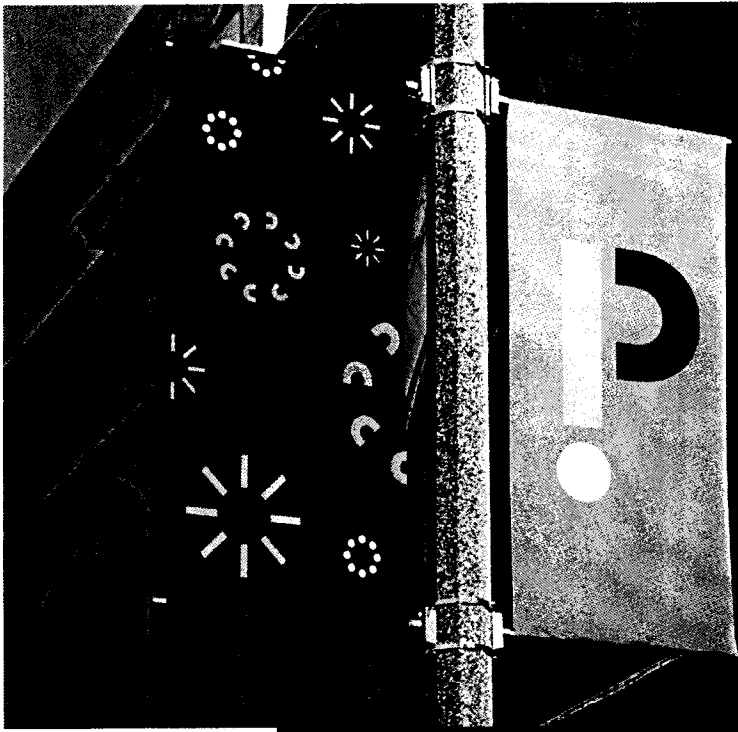
[vimeo.com/6865951](https://vimeo.com/6865951)



**Picnic with  
the Pops**







**Date night**



**Family night**



**Your night**

**CASE STUDY**  
**02/03**

# **LEXINGTON POLICE DEPARTMENT**

+ RESEARCH AND STRATEGY

+ MESSAGING

+ VISUAL IDENTITY

This is a critical juncture for regional police departments across the country. In Lexington, we're fortunate to have a department with thoughtful leadership that cares about responding to this challenge. The Lexington Police Department asked us to rethink their strategy, design, and messaging in their recruitment program in order to attract a similarly thoughtful class of future officers. This campaign balances a sophisticated look and feel with a direct translation of the sensibility at the heart of this department. It attracts recruits with design quality and consistency; sells Lexington; and distinguishes LPD by focusing on simple, impactful messaging. With the LPD, we are changing the way that people think about police work.

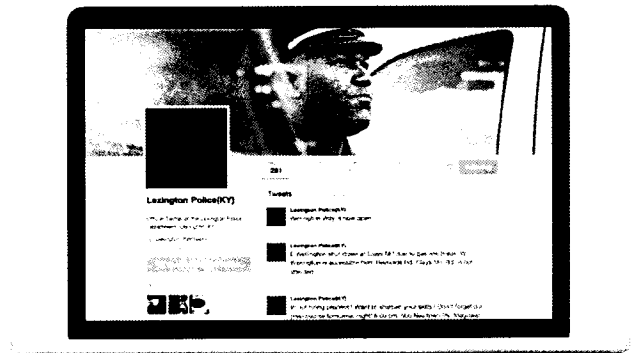




**TRAINED  
FOR THIS  
CITY**



LEXINGTON  
POLICE DEPARTMENT



**CASE STUDY**  
**03/03**

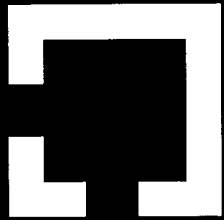
# **BLOCK + LOT**

+ NAMING

+ VISUAL IDENTITY

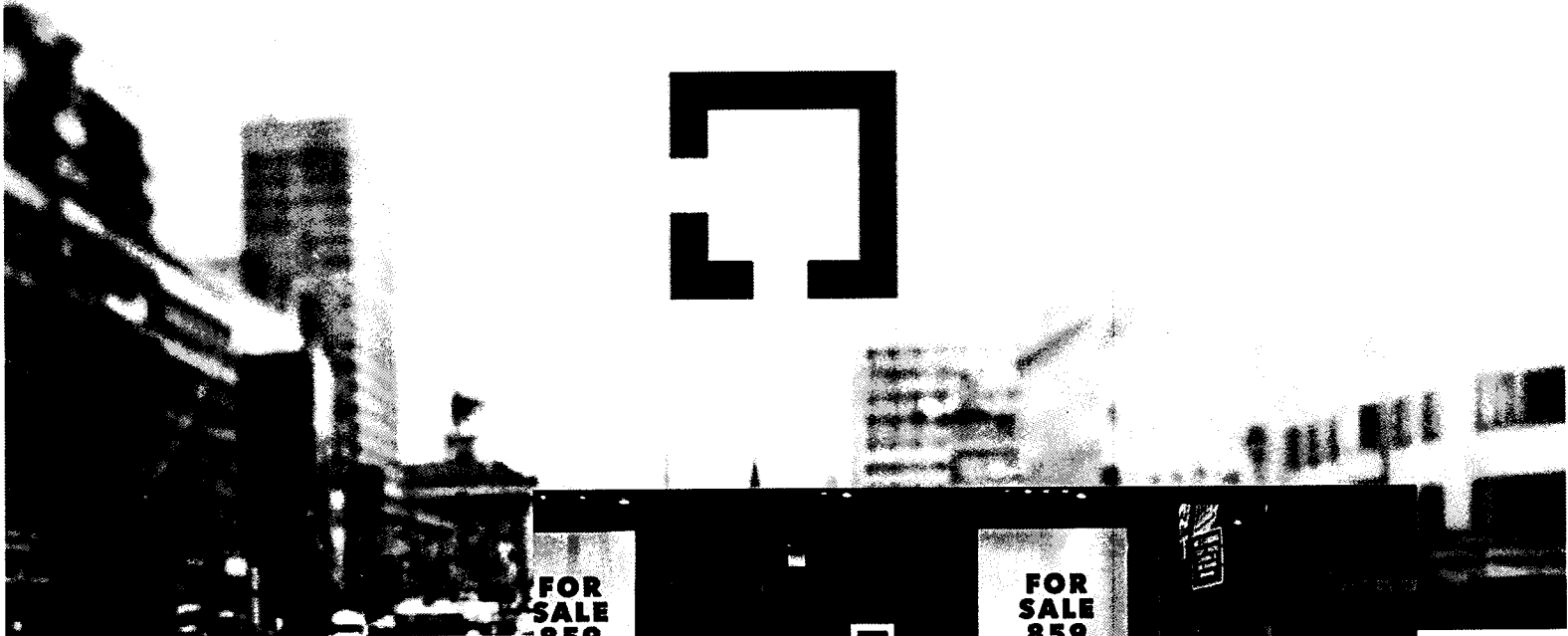
Clay, Peter, and Greg left the traditional colonials and picket fences behind to make an impact on the Lexington real estate market in a whole new way. They have a passion for improving this city, and a unique combination of experience, innovation, and digital expertise that sets them apart.

We created an image that is simple yet distinct – that would let the space speak for itself without all the red, white, and blue clutter you so often see littering the yards and lots of available properties. The central image plays on blueprint imagery and uses negative space to imply the possibilities in the space itself. Letting the viewer imagine what it could be.



**BLOCK+LOT**





STYLING: JANE  
PHOTOGRAPHY: JANE  
HAIR: JANE



 BLOCK LOT

STYLING: JANE  
PHOTOGRAPHY: JANE  
HAIR: JANE

STYLING: JANE  
PHOTOGRAPHY: JANE  
HAIR: JANE



# APPENDIX

- A** Affidavit
- B** Affirmative Action Plan
- C** Workforce Analysis Form
- D** Information Form
- E** General Provisions Form