



# Lexington-Fayette Urban County Government

## Request For Proposal

---

The Lexington-Fayette Urban County Government hereby requests proposals for **#34-2015 Winburn Small Area Plan** 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 **August 14, 2015**.

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

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

### **RFP #34-2015 Winburn Small Area Plan**

If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

## **SELECTION CRITERIA:**

1. Estimated cost of services. (10 points)
2. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. (25 points)
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. (20 points)
4. Familiarity with the details of the project. (20 points)
5. Past record and performance on contracts with the Urban County Government, other governmental agencies, and private industry with respect to factors such as control of cost, quality of work, and ability to meet schedules, and effectiveness of recommendations made. (15 points)
6. Degree of local employment to be provided by the person or firm. (10 points)

### **See additional information about selection criteria in specifications.**

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

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

### **Or submitted to:**

Sondra Stone  
Division of Central Purchasing  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

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

**Continued on next page**



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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

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

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

# EQUAL OPPORTUNITY AGREEMENT

## The Law

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

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

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

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

\*\*\*\*\*

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

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

## Bidders

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

\_\_\_\_\_  
Signature

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

## WORKFORCE ANALYSIS FORM

---

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Prepared by: \_\_\_\_\_

*Name & Title*

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

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

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

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

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

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



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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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



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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto: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 subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

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

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

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

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

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



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

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

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

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

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

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

---

**Company**

---

**Company Representative**

---

**Date**

---

**Title**

## GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

---

Signature

---

Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (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 aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.



- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

Right to Review, Audit and Inspect

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

**DEFAULT**

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

00471865

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

## **RFP 34-2015 Winburn Small Area Plan**

### **1. General Project Description**

The Lexington-Fayette Urban County Government (LFUCG) will be accepting qualifications/proposals from consulting firms interested in preparing a small area plan amendment to the 2013 Comprehensive Plan in close cooperation with citizens in the Winburn-Green Acres-Hollow Creek-Breckinridge-Griffin Gate Neighborhoods area. The study will include a significant public participation process.

This will be a multidisciplinary consulting effort that requires knowledge and experience in successful infill and redevelopment planning and design with low-income populations. The planning consultant will report to the LFUCG Division of Planning.

### **2. Scope-of-Work**

#### **A. Summary**

The purpose of this scope-of-work is to develop a small area plan for the Winburn-Green Acres-Hollow Creek-Breckinridge-Griffin Gate Neighborhoods in Lexington, Kentucky. Development of the plan will require the consultant to serve as project manager (PM) and coordinate any related planning work performed by subcontractors, and to work closely with LFUCG staff, neighborhood liaisons, area residents, and other stakeholders to develop the plan. The consultant will be responsible for all public notices, meeting arrangements and summaries, and public information. The PM will be responsible for day-to-day contact with the designated Division of Planning staff project manager and should be designated by the consultant in their proposal.

There will be an advisory committee that will guide the planning work. The committee will be comprised of approximately 10 persons and will have a designated staff person to coordinate all committee activities. In consultation with the committee, some of the neighborhood meetings and tasks may be combined as determined useful and appropriate. Other tasks may also be modified upon mutual agreement and for the same reasons.

The consultant is invited to make or recommend changes or modifications to the scope in their proposal. LFUCG will consider any suggestions or comments from responders to this RFP which in their experience would improve the process or make it more effective or efficient.

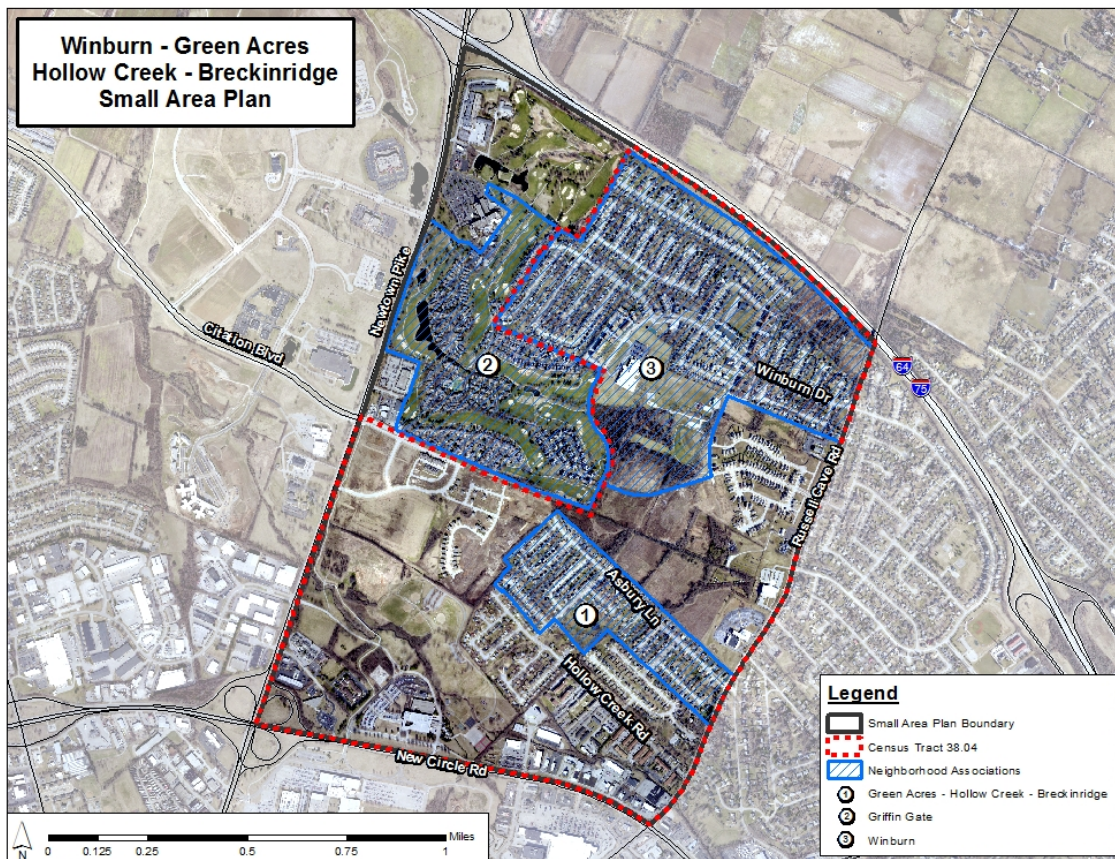
## B. Desired Outcomes

- Road, sidewalk, and bike circulation and access throughout the plan area
- Neighborhood-serving employment opportunities
- Opportunities to increase the employability of the residents
- Neighborhood-serving commercial development opportunities
- Increased access to fresh and nutritious food, especially for households without cars
- Neighborhood conservation and enhancement
- Guide for future redevelopment of the area
- Private and public investment in redevelopment
- Improved housing conditions, decreased housing vacancy, and affordable housing
- Reduced crime and increased safety
- Additional and revitalized mixed-income housing
- Increasing sense of place, create neighborhood centers
- Recommendations to be applicable to other similarly situated “235” neighborhoods

## C. Key Stakeholders

Residents, Property owners, 1<sup>st</sup> District Council Member, Urban County Council, Business owners, Organized neighborhood associations, Institutions (churches, etc.), Social service agencies, Community Action Council, Fayette County Public Schools, LexTran, Lexington Public Library, University of Kentucky, Lexington Police, Other various LFUCG departments and divisions

## 3. Plan Area Boundary



## **4. Project Background**

### **A. Community Overview**

Lexington-Fayette County is a growing community of over 308,000 people located in Central Kentucky. It has a widely recognized planning history of growth management, having adopted its first Comprehensive Plan in 1931. In 1958, it instituted an urban service area approach to managing growth, which has been recognized by the American Planning Association as the first urban growth boundary instituted in the United States. The LFUCG regularly updates its Comprehensive Plan, with the most recent update adopted November 14, 2013.

As a part of the update, the Urban County Planning Commission identified a number of areas which it recommended for a small area plan process. Small area plans are amendments to the Comprehensive Plan that delve into a detailed analysis of areas of particular interest for a number of reasons.

### **B. Study Area Background**

The study area includes several neighborhoods including Winburn, Green Acres, Hollow Creek, Breckinridge, the Johnson property, and Griffin Gate. The study area includes 1,139.01 acres and is bounded by Newtown Pike, I-75, Russell Cave Road, and New Circle Road. Data for the area is extracted from census tract 38.04, which does not include the Griffin Gate neighborhood. According to the 2013 American Community Survey (ACS), census tract 38.04 has a population of 5,564. This tract has 2,174 occupied housing units and 370 vacant, with 348 households having no vehicle, and 42.8 percent of the population living below the poverty level. Five hundred fifty-one (551) of the people are 65 and older; 1,882 of the people are children under the age of 19. Over half of the population is of the Black or African American race, and one third of the population reports to be of Hispanic or Latino origin.

The Winburn neighborhood, in the northern portion of tract 38.04, has been the focus of a great deal of community interest in recent years. The neighborhood is isolated by a lack of connectivity to roads which has created safety concerns due to having only one way in and out to Russell Cave Road for its high number of residents, and a middle school. There is also a lack of neighborhood businesses, such as a grocery store, which complicates food access. The Community Action Council has offices located in the Winburn neighborhood with a Women Infants and Children (WIC) clinic. Two convenience stores, offering a very limited choice of fresh produce, and dairy, are within walking distances of the residents.

Winburn has many components that make up a neighborhood center. There is a park, a school, and churches within walking distance. An emphasis on creating a sense of place by incorporating and enhancing a public gathering place within the Winburn neighborhood among the non-residential uses, especially access to food and the park, may help revitalize this neighborhood and decrease the housing vacancy. Connectivity to the southern neighborhoods and arterial roads is important not only for safety but also to support any non-residential uses in Winburn. Street connections should be made for bike, and pedestrian, as well as, vehicular access between the neighborhoods by extending Citation Boulevard, connecting it to

neighborhood collectors, and thereby to arterial roads, both Newtown Pike and Russell Cave Road.

The Winburn neighborhood includes many brick ranch style homes built from early through mid-1970s, and then some housing built through the early 1990s. The housing structure types include single family detached, duplexes, townhomes, and apartments. This neighborhood is similar to many others throughout Lexington as it was initially constructed as starter-homes for middle class families. With housing demands changing to suit smaller families who in turn desire smaller homes, this neighborhood can continue to provide opportunities for Lexington's housing needs. It is expected that the outcomes and recommendations of this SAP can be applied to other similar neighborhoods across Lexington.

The Winburn Middle School was built in 1970 and currently has 610 students enrolled. A number of underutilized properties in the Winburn neighborhood are already zoned and have infrastructure for retail development; however, the neighborhood still lacks a full-service grocery store. The housing vacancy, available housing stock, housing affordability, and land use recommendations for underutilized properties as well as lack of food access and services should be issues addressed by the small area plan.

The Green Acres, Hollow Creek, and Breckinridge neighborhoods are also isolated by having only two points of access onto Russell Cave Road, and no connections to Winburn, or the Johnson property to the north. These subdivisions include a housing stock built from late 1960s through mid-1970s and most are single family detached brick ranches and split level homes. There is a concentrated area of apartments along Hollow Creek Road which lies between the single family homes and the commercial properties along New Circle Road. These neighborhoods have no bike, pedestrian, or vehicular connection to the commercially zoned areas along New Circle Road except by exiting the neighborhood onto Russell Cave Road. Construction and connection of roads and sidewalks for Citation Boulevard, Winburn Road, and Asbury Road would link these neighborhoods to surrounding neighborhoods and Newtown Pike. While these neighborhoods and streets, as they exist, have very little components, except for Green Acres Park, of a neighborhood center, connecting them to the businesses and services on New Circle Road and to the neighborhoods to the north, as well as, the library, churches, and middle school will create a sense of place that is missing. Utilization of the Green Acres Park for more neighborhood activities and celebrations will increase the neighborhood identity. Therefore, the small area plan should review programming of Green Acres Park, explore additional opportunities for circulation connections, and promote expediting the construction of existing rights-of-way connections.

Overall, this small area plan study area has an unemployment rate of 8.6 percent; 38.6 percent of the population 16 and over are not in the labor force. The median household income in this area is \$23,750 while the county's is twice as high at \$48,398, and the percent of the population in the SNAP program and living below the poverty level is more than twice as high as compared to the county as a whole. Other outstanding demographics include a female head of household with children rate more than double that of Fayette County. The fertility rate of 15 to 19 year olds is four times the rate of the county. There are 906 elementary school age children in this census

tract, while the educational attainment of adults beyond high school is much lower for this population. There is a need for childcare assistance, vocational training/education, and job placement.

With this higher incidence of living below the poverty level and a lower median income, the rate of households paying more on housing (both rented and owned) than is affordable is higher than the county. There is a greater percentage of households in this area spending over 30 percent of their income on rent than Fayette County; households with a mortgage are cost burdened at over twice that of the county. The rate of homes without a mortgage spending more than 30 percent on costs is almost three times the rate of the county.

This small area plan should evaluate the demographic and economic trends of this population and recommend an appropriate action plan, including housing programs, education, training, childcare, etc., to improve the economic status of the residents living within census tract 38.04. Access to healthy foods should be a major component listing constraints and opportunities involved. Full service grocery store, farmers markets, mobile food markets, community gardens, co-op grocery stores, ethnic grocery stores, value-added agriculture, and community kitchens may be some of the opportunities considered. Connecting the food recommendations with WIC and SNAP program, parks, and the middle school through partnerships will improve the success of healthy food components in this area. A 52-acre research property owned by University of Kentucky (UK) is in the middle of this planning area. UK should be included in this process to determine future recommendations and fitting the existing use for this large parcel into the land uses, circulation, and economic opportunities (such as education and jobs) for the small area plan. This UK property is the connecting piece between the neighborhoods to the north and south and the public library and churches on Russell Cave Road.

For selected demographic and economic characteristics for this small area plan, please see the tables in the appendix.

## **5. Schedule and Completion**

### **A. Summary**

Due to the need and desire for significant public input into the final plan content, the project is envisioned to have at least two major phases. Phase I will involve a public discernment process of visioning and issue identification with key stakeholders, and would be expected to be concluded within the first two months after initiation of the process. After gathering stakeholder input, the consultant and the Division of Planning will agree on the final content of the plan itself, and initiate Phase II, the plan development process. Phase II is anticipated to be completed within six months following Phase I. The entire plan should be completed within the first half of 2016.

## **B. Phasing and Deliverables** (Expected deliverables are described in the following **Tasks**)

### **Phase I**

**Task A. Site Program and Preliminary Site Survey:** The PM will develop a **project schedule** coordinating all Phase I and Phase II project work to be reviewed in a meeting with LFUCG staff and revised as needed. The schedule will be a digital format and updated as needed. It should provide for site visits (for out-of-town consultants) that will combine other meetings and tasks as needed. All requirements of Kentucky Revised Statutes Chapter 100 as it relates to amendments to Comprehensive Plans shall be addressed in the project schedule. The PM and team shall visit the site and become familiar with the area, its general character, significant landmarks, initial impressions of opportunities and constraints, etc. as a part of preparation for Task B.

**Task B. Client/Community Meetings:** Organize and conduct preparatory staff meetings and neighborhood public meeting inviting all area residents, property owners, and adjacent neighborhood organizations. Provide appropriate visual aids and aerial maps for these meetings. Give a general presentation on the study process and answer questions. Develop preliminary neighborhood goals and objectives.

**Task C. Final Scope of Plan Project:** Using the information generated in Tasks A and B, develop the final small area plan scope in conjunction with, and subject to the approval of, the Division of Planning. This will likely include revision of the **project schedule**. Likely plan elements will include, but not be limited to:

- Neighborhood vision, goals
- Background data (history, infrastructure, social fabric, zoning/land use, etc.)
- Plan Principles
- Traditional plan elements such as recommended land use, transportation, including complete streets and connectivity, urban design, public improvements, parks/open space, historic considerations, etc.
- Special plan elements addressing special issues of neighborhood concern such as social programming needs, applicable best practices, recommendations for green infrastructure and development, complete streets, access to neighborhood grocery stores and other neighborhood businesses, etc.
- Action Plan/Implementation Projects, Programs, etc.

### **Phase II**

**Task D. Base Studies:** Collect and assess all information. This will require preparation of a **study base map and display** of all engineering data, topographic conditions, all public and private easements, condition assessment of streets and sidewalks, storm and sanitary sewer constraints and problem areas, existing land use, zoning, housing conditions, property values, property ownership, graphic site analysis, photo boards of existing conditions, physical and environmental site limitations, and site statistics pertaining to future redevelopment yields. All maps generated must be compatible with an ESRI format (shapefile or a coverage and subject to staff approval). Interview all applicable public agencies for needed background and cost information. It is anticipated that LFUCG staff can provide much of the necessary background data.



**Task E. Base Studies Reviews:**

- a. Present **preliminary base studies and revised program goals and objectives** to staff and advisory committee, and revise as needed. Plan on in-person meeting.
- b. Conduct neighborhood meeting to present all study findings to date, work underway, and next steps in the process. Present proposed program.
- c. Analyze results of meeting. **Refine base studies as needed.**

**Task F. Plan Alternatives:** Develop a minimum of **2 plan alternatives** for the study area for staff review and comment, including land use scheme recommendations for housing and commercial uses. Conduct a public meeting to take comment on the alternatives drafted.

**Task G. Preferred Alternative:** Develop the **refined preferred alternative based on comments of public, advisory committee, and staff.** Develop a draft **urban design element for the preferred alternative** recommending land uses, building types, public and private landscaping, applicable design guidelines, and public right-of-way treatments. This should be reviewed along with the site alternatives process. The graphics will include **site sketches** to allow the community to visualize the redevelopment potential of **several key locations** within the study area.

**Task H. Final Report:** Prepare **draft final report** to include all elements as agreed upon for Phase II work. Allow four weeks for staff review. Present final draft report at a community meeting.

**Task I. Planning Commission Process:** Plan on two separate presentations, one for a Planning Commission work session and one for a Planning Commission public hearing. Allow two weeks for final client comments following public hearing.

**Task J. Final Deliverables:** Revise **final report** deliverables.

## **6. LFUCG- Provided Assistance**

LFUCG will provide consultant assistance in coordinating all staff meetings and information. LFUCG uses an ESRI-based GIS system with a full complement of information layers, which has been extensively developed for mapping purposes. Please see the LFUCG [GIS home page](#) for a full listing of available LFUCG information, which will be provided, at no charge, for data uses in connection with this project. Other information and assistance may be provided by Division of Planning or other LFUCG staff as agreed between the consultant and the Director of Planning.

## **7. Cost Estimate**

The preferred contract is an hourly fee basis for work described in the scope and direct costs. The cost estimate should be prepared in the following format. This is needed because of the staged funding of the planned contract (explained under Section 5 Schedule and Completion).

All estimated costs are expected to be valid for one year from the date of the proposal. LFUCG has established a cost estimate for this project not to exceed \$100,000. A maximum project cost will be included in the contract with the successful applicant.

Prepare cost estimate in the following format, or one that clearly conveys the same information, and provide hourly rates for all staff:

<u>Items</u>	<u>Estimated Fees</u>	<u>Estimated Expenses</u>		<u>Subtotals</u>
<b>Phase 1</b>				
Task A		Travel:	Direct Costs:	
Task B		Travel:	Direct Costs:	
Task C		Travel:	Direct Costs:	
<b>Phase 2</b>				
Task D		Travel:	Direct Costs:	
Task E		Travel:	Direct Costs:	
Task F		Travel:	Direct Costs:	
Task G		Travel:	Direct Costs:	
Task H		Travel:	Direct Costs:	
Task I		Travel:	Direct Costs:	
Task J		Travel:	Direct Costs:	
<b>Grand Total:</b>				

**8. Method of Invoice and Payment**

The consultant may submit invoices for services or rendered work as often as a monthly basis, based on the contract schedule. The Division of Planning shall respond to the invoice within thirty days, either denying or making payment. An LFUCG Invoice Summary must accompany each invoice. Payments shall be monthly but not exceed the following schedule, but is subject to modification prior to a signed contract:

- Completion through Task C: 25% of total contract
- Completion through Task F: 50%
- Completion through Task H: 75%
- Completion through Task J: 100%

**9. Reporting**

LFUCG will form an advisory committee to guide this study. The committee will serve as the principal policy body for the project, with all final decisions subject to the appropriate adoption processes for the study recommendations. The day-to-day management of the project will be under the supervision of the Division of Planning.

Public meetings described herein will be held as proposed by the consultant. The consultant will be responsible for providing all necessary exhibits and for attending any public meetings or hearings as provided in the project schedule. Staff will assist the consultant.

Except as specifically noted otherwise herein, staff will require a minimum of two weeks to review each major draft product. One unbound original and 20 copies of each draft deliverable shall be submitted along with an approved digital version. LFUCG shall be provided copies of all digital presentations.

For each major written deliverable longer than 20 pages, the Consultant shall include an executive summary. The final report format shall include a digital and 35 paper copies for distribution.

All reports and accompanying documents are subject to review by the Lexington-Fayette Urban County Government Division of Planning and others. The consultant shall be responsible for addressing all comments and requirements.

**10. Proposal Submittal**

LFUCG intends to engage the successful candidate(s) in August 2015.

Submittal Deadline:

August 14, 2015

Submittal Address:

LFUCG Division of Central Purchasing  
 Attn: Todd Slatin  
 200 E. Main St. Room 338  
 Lexington, KY 40507

Evaluation Criteria and Selection Process:

<b>Number</b>	<b>Criteria</b>	<b>Points</b>
1.	Estimated cost of services.	<b>10</b>
2.	Specialized experience and technical competence of the person or firm with the type of service required.	<b>25</b>
3.	Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.	<b>20</b>
4.	Familiarity with the details of the project.	<b>20</b>
5.	Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.	<b>15</b>
6.	Degree of local employment to be provided by the person or firm.	<b>10</b>
<b>Total Points</b>		<b>100</b>

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of LFUCG officials as well as representatives of relevant user groups will evaluate the proposals. Firms may be invited to interview with the selection committee.

The project may be awarded to one firm or multiple firms based on what the committee feels are in the best interest of LFUCG and the project. Final approval of the selected consultant will be subject to approval of the Lexington-Fayette Urban County Council.

The successful candidate(s) will have a demonstrated history of the ability to develop implementable plans for complex neighborhoods. Knowledge and experience in the fields of land use planning, urban design, development, neighborhood conservation, and related topics will be a pre-requisite. Consultants will be permitted to propose alternative scope of planning work which in the opinion of the consultant would achieve the results desired by the community. Such a modified process would be subject to final contract negotiations.

**Submission Requirements:**

*To keep the focus of the submission on the Winburn-Green Acres-Hollow Creek-Breckinridge Neighborhoods project, the submission packet shall not exceed 20 pages. Only include resumes of professionals who will be working directly on this project. Only include folios of other projects that relate to the conditions and requested outcomes of this project.*

**1. Contact Information**

Please provide contact information:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_  
Phone: \_\_\_\_\_ Tax ID: \_\_\_\_\_

**2. Form of Organization**

List the type of services your firm offers, i.e. consulting, facilitating, and delivery of final implementation documents. If you would be sub-contracting any portion of this contract, list any professional consultants or support staff outside your firm.

**3. Key Personnel**

List the number of employees you will make available, under this contract, for facilitation and staff support.

**4. Statement of Qualifications**

As described in the Scope of Work, LFUCG will accept responses from consultants that are qualified in community and neighborhood planning. Please provide a statement of qualifications that is relevant to the Scope of Work indicated in this RFP.

**5. Availability**

Please indicate availability of the firm, including support staff, and any conditions that may restrict availability.

**6. References/Experience/Past Projects**

- a. List three references, including names, titles, and telephone numbers of contact persons, which you have provided services to in the past two years.
- b. Provide a list of projects or contracts that your firm currently services or has serviced in the past two years that is similar in scope to this RFP.
- c. List any other relevant experience.

(Appendix on following pages)

## Appendix

*All data for census tract 38.04*

<b>DEMOGRAPHIC DATA</b>	<b>ESTIMATE</b>	<b>PERCENT</b>
<b>SEX AND AGE</b>		
Total population	5,564	100.0
Male	2,625	47.2
Female	2,939	52.8
Under 5 years	467	8.4
5 to 9 years	575	10.3
10 to 14 years	495	8.9
15 to 19 years	345	6.2
20 to 24 years	277	5.0
25 to 34 years	999	18.0
35 to 44 years	911	16.4
45 to 54 years	436	7.8
55 to 59 years	315	5.7
60 to 64 years	193	3.5
65 to 74 years	287	5.2
75 to 84 years	239	4.3
85 years and over	25	0.4
Median age (years)	30.3	-
18 years and over	3,852	69.2
21 years and over	3,595	64.6
62 years and over	707	12.7
65 years and over	551	9.9
18 years and over	3,852	100.0
Male	1,555	40.4
Female	2,297	59.6
65 years and over	551	100.0
Male	195	35.4
Female	356	64.6
<b>RACE</b>		
Total population	5,564	100.0
One race	5,241	94.2
Two or more races	323	5.8
One race	5,241	94.2
White	1,520	27.3
Black or African American	3,032	54.5
American Indian and Alaska Native	0	0.0
Asian	1	0.0
Native Hawaiian and Other Pacific Islander	0	0.0
Some other race	688	12.4
Two or more races	323	5.8
<b>HISPANIC OR LATINO AND RACE</b>		
Total population	5,564	100.0
Hispanic or Latino (of any race)	1,865	33.5
Mexican	1,821	32.7
Puerto Rican	0	0.0
Cuban	0	0.0
Other Hispanic or Latino	44	0.8
Not Hispanic or Latino	3,699	66.5
White alone	689	12.4
Black or African American alone	2,913	52.4
American Indian and Alaska Native alone	0	0.0
Asian alone	1	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some other race alone	0	0.0
Two or more races	96	1.7
Two races including Some other race	0	0.0
Two races excluding Some other race, and Three or more races	96	1.7

**HOUSING DATA****ESTIMATE PERCENT**

<b>HOUSING OCCUPANCY</b>		
Total housing units	2,544	100
Occupied housing units	2,174	85.5
Vacant housing units	370	14.5
Homeowner vacancy rate	3.6	-
Rental vacancy rate	5.4	-
<b>HOUSING TENURE</b>		
Occupied housing units	2,174	100
Owner-occupied	719	33.1
Renter-occupied	1,455	66.9
Average household size of owner-occupied unit	2.63	-
Average household size of renter-occupied unit	2.52	-
<b>UNITS IN STRUCTURE</b>		
Total housing units	2,544	100
1-unit, detached	1,302	51.2
1-unit, attached	61	2.4
2 units	192	7.5
3 or 4 units	81	3.2
5 to 9 units	181	7.1
10 to 19 units	270	10.6
20 or more units	457	18
Mobile home	0	0
Boat, RV, van, etc.	0	0

**SOCIAL DATA****ESTIMATE PERCENT**

<b>HOUSEHOLDS BY TYPE</b>		
Total households	2,174	100
Family households (families)	1,294	59.5
With own children under 18 years	672	30.9
Married-couple family	358	16.5
With own children under 18 years	163	7.5
Male householder, no wife present, family	216	9.9
With own children under 18 years	79	3.6
Female householder, no husband present, family	720	33.1
With own children under 18 years	430	19.8
Nonfamily households	880	40.5
Householder living alone	709	32.6
65 years and over	225	10.3
Households with one or more people under 18 years	850	39.1
Households with one or more people 65 years and over	477	21.9
Average household size	2.56	-
Average family size	3.30	-
<b>SCHOOL ENROLLMENT</b>		
Population 3 years and over enrolled in school	1,559	100
Nursery school, preschool	134	8.6
Kindergarten	71	4.6
Elementary school (grades 1-8)	906	58.1
High school (grades 9-12)	261	16.7
College or graduate school	187	12
<b>EDUCATIONAL ATTAINMENT</b>		
Population 25 years and over	3,405	100
Less than 9th grade	467	13.7
9th to 12th grade, no diploma	430	12.6
High school graduate (includes equivalency)	1,187	34.9
Some college, no degree	681	20
Associate's degree	311	9.1
Bachelor's degree	173	5.1
Graduate or professional degree	156	4.6
Percent high school graduate or higher	(X)	73.7
Percent bachelor's degree or higher	(X)	9.7

**ECONOMIC DATA**

**ESTIMATE PERCENT**

<b>EMPLOYMENT STATUS</b>		
Population 16 years and over	3,950	100
In labor force	2,425	61.4
Civilian labor force	2,425	61.4
Employed	2,087	52.8
Unemployed	338	8.6
<b>COMMUTING TO WORK</b>		
Workers 16 years and over	2,071	100
Car, truck, or van -- drove alone	1,563	75.5
Car, truck, or van -- carpooled	364	17.6
Public transportation (excluding taxicab)	54	2.6
Walked	58	2.8
Other means	0	0
Worked at home	32	1.5
Mean travel time to work (minutes)	18.1	-
<b>INCOME AND BENEFITS (IN 2013 INFLATION-ADJUSTED DOLLARS)</b>		
Total households	2,174	100
Less than \$10,000	389	17.9
\$10,000 to \$14,999	242	11.1
\$15,000 to \$24,999	497	22.9
\$25,000 to \$34,999	371	17.1
\$35,000 to \$49,999	303	13.9
\$50,000 to \$74,999	179	8.2
\$75,000 to \$99,999	98	4.5
\$100,000 to \$149,999	84	3.9
\$150,000 to \$199,999	0	0
\$200,000 or more	11	0.5
Median household income (dollars)	23,750	-
Mean household income (dollars)	32,100	-
With earnings	1,706	78.5
Mean earnings (dollars)	29,566	-
With Social Security	614	28.2
Mean Social Security income (dollars)	12,518	-
With retirement income	365	16.8
Mean retirement income (dollars)	20,710	-
With Supplemental Security Income	224	10.3
Mean Supplemental Security Income (dollars)	6,171	-
With cash public assistance income	82	3.8
Mean cash public assistance income (dollars)	2,240	-
With Food Stamp/SNAP benefits in the past 12 months	611	28.1
<b>PERCENTAGE OF FAMILIES AND PEOPLE WHOSE INCOME IN THE PAST 12 MONTHS IS BELOW THE POVERTY LEVEL</b>		
All families	-	39.6
With related children under 18 years	-	56.7
With related children under 5 years only	-	63.2
Married couple families	-	27.7
With related children under 18 years	-	60.7
With related children under 5 years only	-	73.5
Families with female householder, no husband present	-	49.6
With related children under 18 years	-	54.1
With related children under 5 years only	-	59.8
All people	-	42.8
Under 18 years	-	68.8
Related children under 18 years	-	68.1
Related children under 5 years	-	72.6
Related children 5 to 17 years	-	66.4
18 years and over	-	31.4
18 to 64 years	-	33.5
65 years and over	-	18.5
People in families	-	45.1
Unrelated individuals 15 years and over	-	35.1