



WISER STRATEGIES
communicate well.

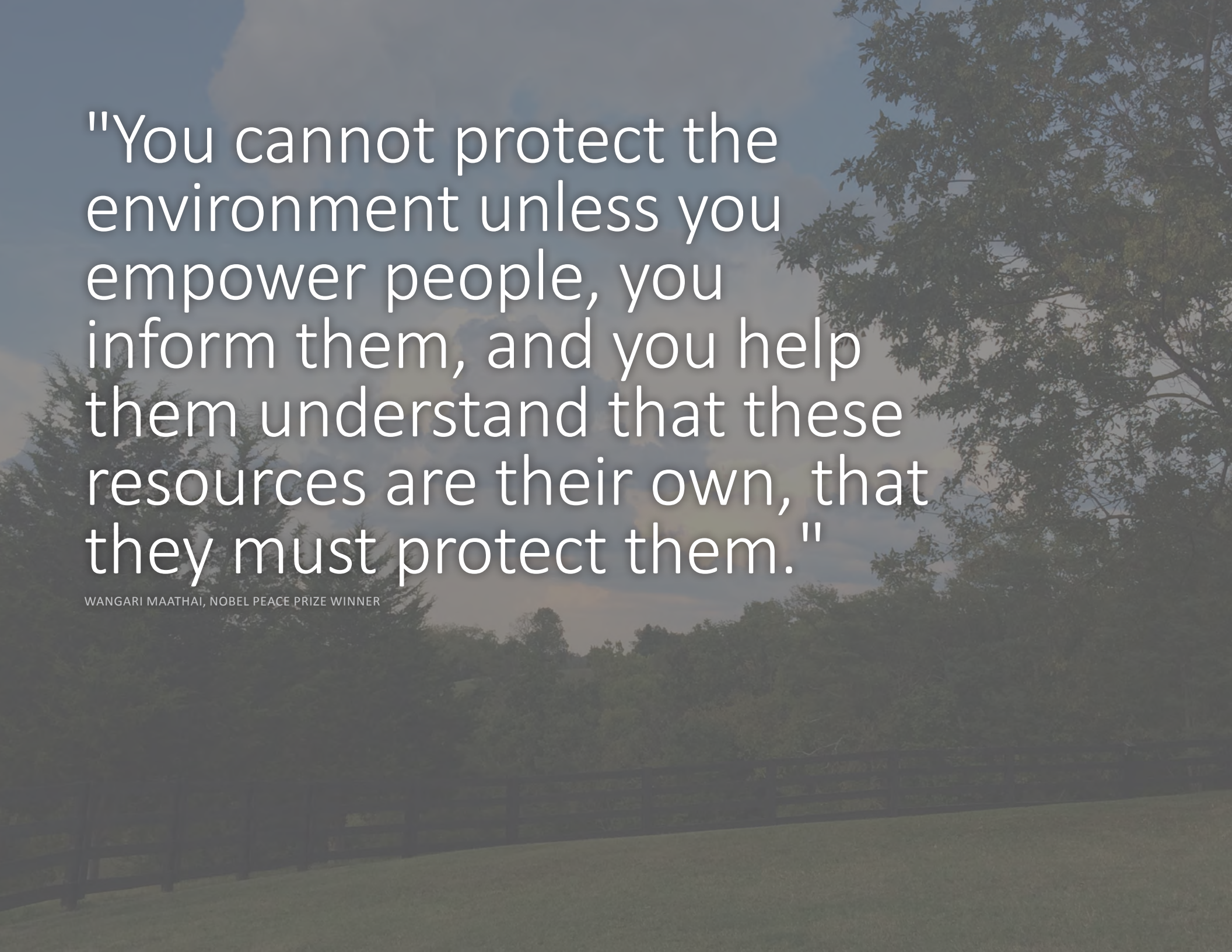
Lexington-Fayette Urban County Government
Stormwater Collateral Development

RFP #28-2022

12 May 2022

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"You cannot protect the environment unless you empower people, you inform them, and you help them understand that these resources are their own, that they must protect them."

WANGARI MAATHAI, NOBEL PEACE PRIZE WINNER

wiser strategies capabilities

Capabilities

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

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

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

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

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

Research: marketing, employee, consumer, stakeholder

Branding: logos, taglines, messaging, voice, design

Creative: concept development, production

Media: earned (publicity), paid, owned

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

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

WISER STRATEGIES' CORE VALUES ARE:

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

org chart: meet the team

Team Members

Those who would have the greatest involvement in the Stormwater Collateral Development are listed below with their roles followed by their resumes.

- Nancy Wiser, Project Director
- Allie Wasson, Project Manager and Creative Assistant
- Trish Noe, Creative Director
- Ron Gilbert, Graphic Designer
- Rob Gardner, Executive Video Producer



nancy wiser

WISER STRATEGIES PRESIDENT NANCY WISER, APR, FELLOW, PRSA PRESIDENT, Nancy is most in her element when analyzing, developing or managing strategic communication programs and counseling top executives. She also thrives on the creative process.

Her college and early career were focused on rehabilitation services. As a water safety instructor and lifeguard in high school and college, she was put in a leadership position in which she enforced safe water behaviors and taught swimming and lifesaving courses.

After becoming a certified recreation therapist, Nancy worked for seven years with adults with intellectual disabilities and mental illness in two state mental health facilities. After finding a new career path in communication, she joined an acute care hospital and the region's most respected physical rehabilitation facility. In these settings, she gained significant insights into psychology and human behavior.

Nancy has been in consulting for the past 25 years, offering organizations of all types strategic communication services, first with The Preston Group, then with firms she founded.

Clients have included a range of businesses and non-profits, such as Appalachian Regional Healthcare, Ashland Inc., Baptist Health, Blue Grass Energy, Centene Corporation, Clemson University, Community Ventures, Drive Safe Kentucky, Eastern Kentucky University College of Justice and Safety, Eastern Kentucky Concentrated Employment Program, Lexington Public Library, Lexmark International, Lochner, Kentucky American Water, Kentucky Blood Center, Kentucky Medical Association, the City of Nicholasville, Pikeville Medical Center, Public Safety Institute, R. J. Corman Railroad Group, Taylor Made Farm, Texas Gas, the University of Kentucky and Valvoline.

Team Members

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

Nancy is a board member of Bluegrass Tomorrow, past chair of the Lexington-Fayette Urban County Airport Board and the High Street YMCA, and served multiple terms on Commerce Lexington's Board of Directors. She holds a master's degree in communication from the University of Kentucky and an undergraduate degree from Eastern Kentucky University. She has been a visiting instructor with the University of Kentucky's Integrated Strategic Communication program and Eastern Kentucky University,



allie
wasson

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

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

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

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

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

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



trish noe

TRISH NOE, CREATIVE SERVICES, is a listener. She believes the best way to learn is by listening. Applying those skills to design is what makes her work strategic. Her exploration of visual possibilities is always rooted in a client's strengths, goals and vision. This combined with her attention to detail and thoughtful, collaborative approach sets her work apart.

Trish is known for her award-winning comprehensive branding solutions, design and project management of corporate identity systems, collateral materials, product packaging, advertising, websites, publications, trade show materials, catalogs, newsletters, signage, presentation graphics, books, and more. Clients have included UK HealthCare, Breeders Cup, The Center for Rural Development, KET, Partnership for Successful Schools, Forward in the Fifth, Midway College, ECU, Ramey Estep Homes, and many others.

Trish earned a bachelor's degree in art studio from the University of Kentucky with a concentration in graphic design. Trish and Nancy Wisner have collaborated for about 16 years. In her early career, Trish worked for Williams McBride Design, Host Communications and Thoroughbred Publications.

Team Members

RON GILBERT, CREATIVE SERVICES, Ron's career in graphic design and creative/art direction spans over 30 years, several design awards, including a Clio for packaging, and a list of national and international clients.

The process for Ron began in the University of Kentucky business school as an accounting major when a local agency head spoke to his public relations class and sold him on a career in advertising.



ron gilbert

Ron has worked as Art Director or Creative Director at the major agencies in Lexington, Kentucky and has been entrusted with the brands of clients including the State of Kentucky, Lexington-Fayette Urban County Government, IBM, Lexmark, Habitat for Humanity International, LexArts, Legacy Trail, University of Kentucky, Clark Material Handling Company, Jobe's/Weatherly Products, Farmers Capital Bank Corporation, United Bank & Capital Trust Co., WesBanco Bank, Traditional Bank, NGas, Alltech, and Delta Gas.

Ron has built branding, identity systems, and advertising campaigns (print, video, brochure, sales collateral) for the legal, engineering & architecture and thoroughbred industries. His work in healthcare is extensive, including Rockcastle Regional Hospital, St. Joseph Hospital, Georgetown Community Hospital, Appalachian Regional Healthcare, and Hospice of the Bluegrass., legal (Fowler Measle & Bell Attorneys, ASK Attorneys, Morgan, Pottinger & McGarvey Attorneys), engineering and architecture (FMSM Engineers, CMW Architects, Clotfelter-Samokar Architects, Shrout-Tate-Wilson Architects) industries.

His brush with fame includes producing graphics for Warner Brothers on the horse setting of "Something to Talk About" starring Julia Roberts and Robert Duvall, and as a featured singer with the Billy Graham Crusades.

Ron has adjudicated various competitions throughout the country in design, print, broadcast, internet and new media, copy writing, and packaging categories against advertising, public relations, and design industry standards. That includes judging in multiple national locations for the American Advertising Federation, and in Kentucky for the Public Relations Society of America (PRSA) and International Association of Business Communicators (IABC).

In his spare time, Ron enjoys running, time at the gym, traveling with his wife, hours on the yoga mat, and watching his children on stage, tennis courts, and fashion runways.



rob gardner

ROB GARDNER, CREATIVE SERVICES, discovered at an early age his passion for photography. From there, his increasing desire to create led him to seek out opportunities in production following college. Rob learned the business from the ground up, and quickly rose in his career shooting and directing commercials for regional and national clients.

Rob and Nancy's first collaboration was on a TV spot in 1999 for Zirmed.com and has continued through the years for multiple clients, including Rockcastle Hospital, Kentucky American Water, Kentucky Spirit Health Plan, EKCEP, Pikeville Medical Center, Community Ventures and the City of Lexington.

Rob has continued to expand his talents into other genres including reality-based television, music videos, documentaries, and now through the formation of Lago Pictures, independent films. His directorial feature film debut *What Lies Ahead* is headed to theaters March 1st, starring Rumer Willis and Emma Dumont.

campaign examples

Project Samples



LEXINGTON
Live Green

mass media campaigns & blade creative

GOAL

To update the messaging while using existing creatives for the first part of the year, then create an overarching theme and creative approach once planned research was completed.

APPROACH

We met with the management team in a series of planning sessions to develop a yearly advertising schedule focused on six different topics. We reviewed the current materials in-depth to make sure that proper formats of files were available to make needed changes. We created and are currently bringing to life Blade the spokes grass for Lexington's stormwater education program. It's the first in the series for the new campaign.

PRODUCT

Through a detailed review of the materials, we were able to refine and simplify messaging to create a clear picture that targeted our key audiences for each campaign. Using existing materials, we developed a schedule for cable spots, digital banners, YouTube pre-roll ads, and Facebook ads. At the end of the year, we created a new theme for the City's stormwater education program and developed a prototype for the campaign focused on fertilizer use in Lexington ([click here to view more on this campaign](#)). The new creative materials were fully implemented in their marketing strategies and continue to be used to reach their target audiences.

How often should I fertilize?
Once a year, if at all.



Fertilize in the fall,
if at all.



Buy fertilizer with
ZERO in the middle.



Blade looks up at the man. "I'm Blade, trusty spokes grass."

Action:
Blade looks up at the man and gulps, and then introduces himself.

Audio:
"I'm Blade, trusty spokes grass. My grassmates and I were wondering if we could talk to you about fertilizing." says Blade.

Established lawns only need fertilizer once a year.



LexingtonKy.gov/LiveGreen

<https://vimeo.com/647857717/fdac6347fa>



Get Ready!
Leaf collection info at LexingtonKY.gov/Leaves

LEXINGTON
Live Green

RAKE IT RIGHT.

Leaf collection information:
LexingtonKY.gov/Leaves

Rastrille las hojas antes que pasen los camiones.

Coloque las hojas entre el caño y la acera antes que los camiones inicien la recolección de hojas en su área. Sepa cuál es la fecha de recolección de hojas en www.LexingtonKY.gov/Leaves.

LEXINGTON

Protect what's priceless.
Plant a tree.

LEXINGTON
Live Green

MOW BETTER.

Leave grass clippings on your lawn, not in the street. Yard waste in streets can clog storm drains and pollute local streams.

LEXINGTON
Live Green



Tad is a sidewalk chalk animated frog who helps teach viewers about topics of water contamination and prevention.



lexington public library

GOAL

To break through decades of library stereotypes to demonstrate that the Lexington Public Library is a place for fun, laughter, learning and engagement rather than a place where people are shushed.

APPROACH

Create an annual report using a multi-media format that features colorful images and fonts, audio and videos. The content is informative yet has a friendly tone and headlines that grab attention.

PRODUCT

A 20-page report made for print with a digital version that erupts in giggles when you open the first page. The report reflects the Library's fun, colorful brand while communicating the important impact to all audiences and stakeholders.

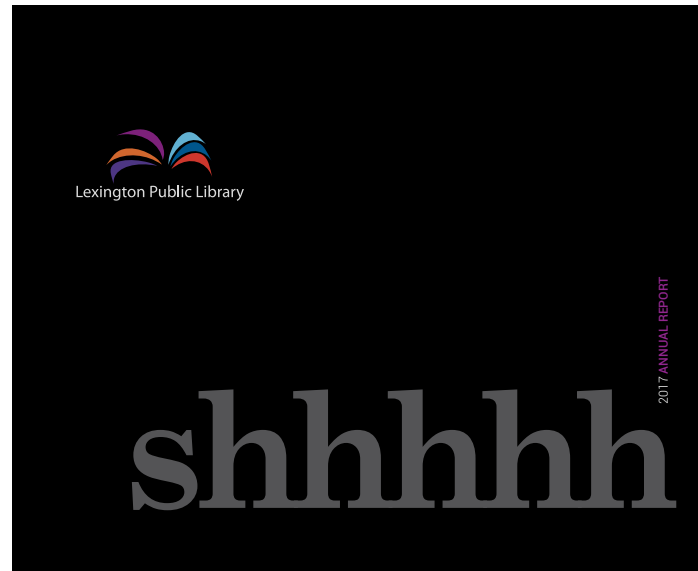
In addition, Wisser Strategies provided support for creating the Tiny Libraries brand and launching it publicly with a media event.

tiny

LIBRARY



A Service of Lexington Public Library



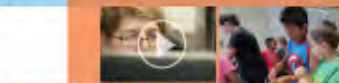
What We Celebrate – The grand opening of the tiny library at the University of Virginia was a special event for the community. The tiny library is a service of the Lexington Public Library, and we are proud to have it in our community. The tiny library is a service of the Lexington Public Library, and we are proud to have it in our community.

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shout

Programs

There is a great opportunity to see the tiny library in action. The tiny library is a service of the Lexington Public Library, and we are proud to have it in our community. The tiny library is a service of the Lexington Public Library, and we are proud to have it in our community.





kentucky american water

GOAL

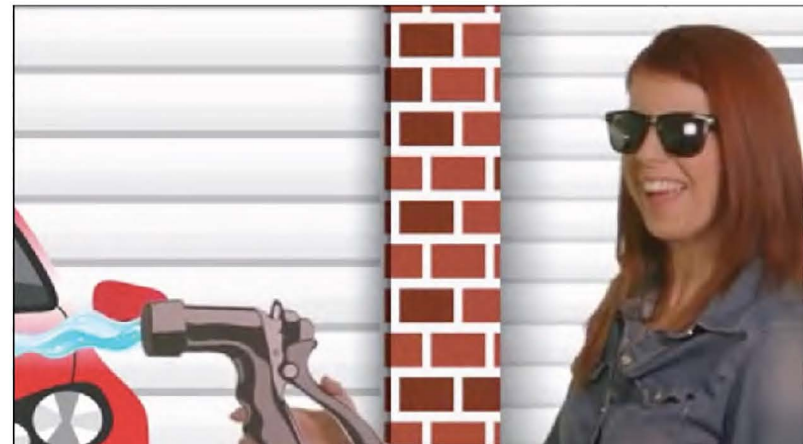
Help the public grasp the importance of water conservation and the need to have ample supplies of clean water.

APPROACH

Let “Puddles” and a quick change artist of a tour guide escort students through the water treatment process in a video for kids in schools. Create a video with a tour guide to educate children on water conservation.

PRODUCT

Engaging new tools for teaching the value of water and conservation that can be used in programs and schools across the state. Coordinating collateral material like billboards that support and spread the message.





city of nicholasville

GOAL

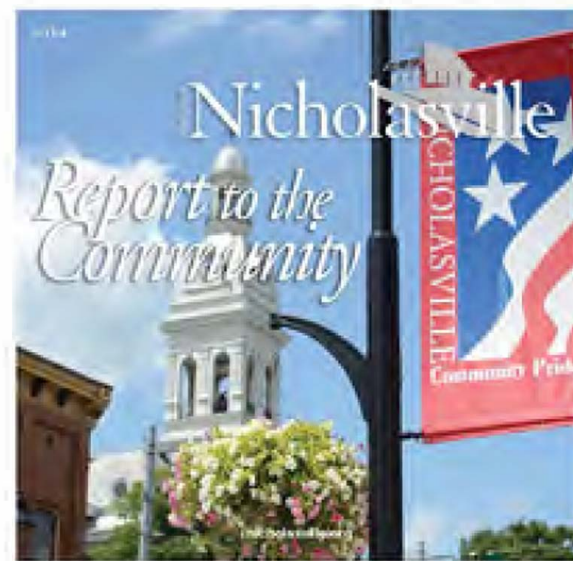
To keep the public informed on the progress and challenges the City faces, to increase engagement and understanding.

APPROACH

Capture the biggest stories from the previous year with custom photography and compile an informative, yet jargon-free annual report. For cost effectiveness, produce on newsprint and distribute via mail.

PRODUCT

An archive of achievement and documented progress for this small town, which builds community trust and pride.



Report to the Community

Kentucky's First National Monument



U.S. Secretary of Interior Ryan Zinke, Congressman Andy Beshear and Judge Randall Clark West at the opening of Camp Nelson as a National Monument.

Report to the Community

Parish Medical Baptist Church and **Congregation** Judge West at the opening ceremony and opening to the public.

"It's a place with such important history and it's time to share that with the whole nation," said Judge West.

More than 3,000 African American men, women and children were held at Camp Nelson during the Civil War. It was their final resting place and strong hope for a better future.

Established in 1862, Camp Nelson was the last active military prison in the United States. It was the only active military prison in the United States.

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The new path for students walking to and from school along Whisman Road and East Maple Street is now open to the public.

Nicholasville

Moving Forward on the Pedestrian Bike Path

A new path for students walking to and from school along Whisman Road and East Maple Street is now open to the public.

Technology Center as well as a number of parks and other recreational facilities.

"Students over the years have been a great path along the corridor," said Nicholasville Mayor Dan Claitor. "There are some sections of the path that are not safe, and we're going to fix them."

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Improving Mobility for Central Kentucky

kytc I-75 connector

GOAL

To obtain public input on a significant potential road project. Not only would the input give the public the say they deserve, but it would better protect the environment through identification of important natural resources for avoidance or mitigation.

APPROACH

Create the brand identity for the specific project, giving it a stronger presence with the community instead of just relying on the state's larger website. Hold public input sessions that both educate people about the project as well as gather thoughts, concerns and ideas from the public.

PRODUCT

A logo, website, social media and marketing materials that carry out the cohesive branding for the project. Multiple events that allow the public to gain information about the details of the project as well as provide a platform for their voices to be heard.

I-75 connector Home Meetings Resources Project Reports About News Gallery Contact
Improving Mobility for Central Kentucky

Opt 1 is for Updates Here

Welcome

Welcome The Kentucky Transportation Cabinet (KYTC) has undertaken the preliminary design and environmental study for a new link between Jessamine and Madison Counties, commonly referred to as the I-75 Connector. People who live or work in and around Jessamine and Madison Counties can provide valuable input that is important to creating the best possible project. For that reason, KYTC encourages the public to stay informed and engaged in the project as it moves forward. This phase of the design process is expected to take about two years with the completion scheduled in June 2014. [\(more\)](#)

Update

4-2-15: The environmental and engineering studies are still underway. The next updates are now planned for early summer. Meeting schedules will be posted here in advance.

Curious to know what happens at Public Information Meetings? These gatherings are a prime opportunity for people to learn about recent developments and share feedback about the I-75 Connector Project. [Watch a video.](#)

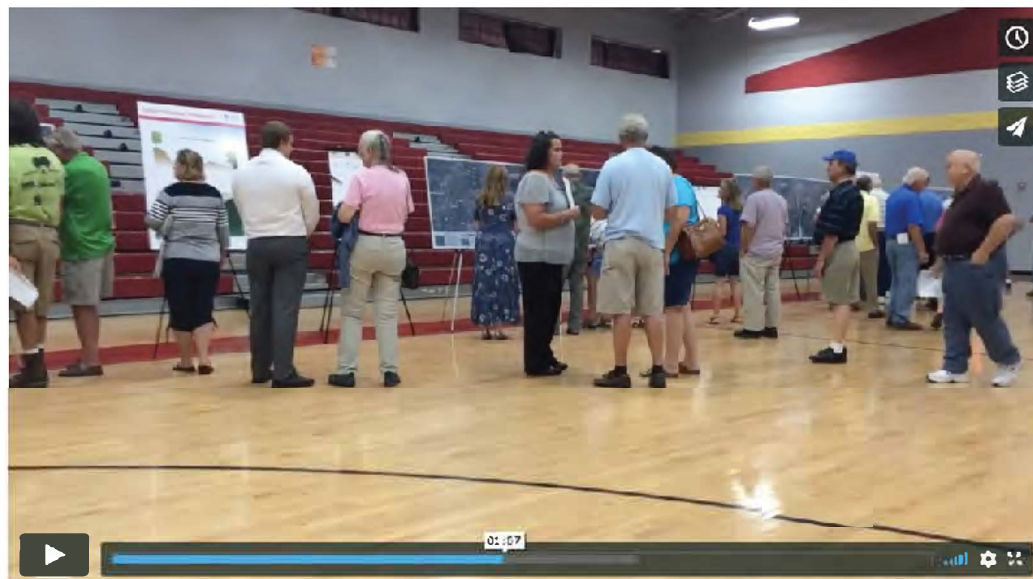
Here is the most current Project Fact Sheet, updated Oct. 2014.

Click [here](#) to see an estimated timeline for building a road.

4 Alignments

The highlighted areas in this map are the four Alignments US 27 to I-75 connector pathways, that will be studied in greater detail during the next year and compared with the "No-Build Option." The studies include traffic projections, possible road alignments, costs, and environmental impacts, and are consistent with state and federal guidelines, including the National Environmental Policy Act (NEPA).

McK 100 [View the Welcome](#) [View the Fact Sheet](#) [View the Timeline](#)



I-75 Connector

The I-75 Connector Study's goal is to identify viable, efficient, and environmentally sound road alternatives to improve the region's mobility and safety.

Did you miss the Public Information Meetings held in August? Watch this video for a brief overview of what happened. i-75connector.com/index.php?option=com_content&view=article&id=101

Preliminary alignments will be available for review and comment at Public Information Meetings to be held this summer. Details coming soon.

The Citizens' Advisory Committee met in



H.O.M.E. Helping our Miners Everyday

GOAL

To help miners realize that the jobs that came and went no longer would be coming back and that new career opportunities would give them more stable lifestyles. Out-of-work miners often would ignore retraining programs because mining paid so well and it was the kind of work they wanted to do.

APPROACH

Create a campaign that captures the compelling story of this one-of-a-kind workforce program in a succinct yet comprehensive manner to reach both employers and employees.

PRODUCT

A series of materials and videos that explain the H.O.M.E. program using testimonials from real people and print materials that inform both the employers and participants. EKCEP had ambitious goals to meet for the funding. The participants more than exceeded those, enabling additional funds to be received over several years.

ARE YOU AN **OUT-OF-WORK MINER**?
 ARE YOU AN **EMPLOYER** LOOKING FOR WORKERS?
 You may qualify for employment **assistance**
 through a National Emergency Grant.

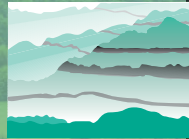


SPECIAL FUNDING is now available through the Eastern Kentucky Concentrated Employment Program, Inc. to help unemployed miners, their spouses and companies that hire them into new careers.

Time is limited, so contact us today to learn what services you qualify for:

Visit your local Community Action Office or call toll free **855-466-3690**.

Be a part of Eastern Kentucky's Economic Rebirth.



H.O.M.E.

Hiring Our Miners Everyday

www.homeeky.com

EASTERN KENTUCKY CONCENTRATED EMPLOYMENT PROGRAM, INC. (EKCEP), 941 N. MAIN STREET, HAZARD, KY, 41701

5 REASONS WHY YOU SHOULD NOT LOOK A GIFT **WORKHORSE** IN THE MOUTH, OR IGNORE IT, EITHER:

- 1 Offers like this don't come around very often.
- 2 It truly is a gift - no strings or commitments attached.
- 3 It's only available for a short time.
- 4 We will make it easy.
- 5 *It could be worth up to \$7,200 or more in free labor. (Yes, free!)*



FREE WORKERS?

How can this be? We are assisting hundreds of unemployed Eastern Kentucky miners who want to work. A National Emergency Grant funding the Hiring Our Miners Everyday (H.O.M.E.) program enables us pay-in full—for one or more of them to work for you full time for 12 weeks. We also cover their workers' compensation insurance during that time.

Why? They need and want hands-on experience to obtain new jobs. With your supervision, they can supplement your workforce while gaining new skills, building their resumes and better supporting their families.

When? Beginning immediately, EKCEP is placing skilled, hard-working Eastern Kentucky residents in three-month internships based on their interests and job availability.

What kinds of jobs? You name it. Miners perform many of the types of jobs you find in other businesses, and not-for-profits. They can work as general laborers, heavy equipment operators, electricians, plumbers, construction workers, technicians, safety and security officers, drivers, general supervisors, and in **many more** roles.

How do I find out more? Call our toll-free hotline at **1-855-466-3690** to get connected with your local Employer Account Representative.



Call today before all the horses are out of the barn!

homeeky.com





blue grass community foundation legacy trail

GOAL

To position Lexington as a more walkable and bike-able city through the development of a walking/ biking path that begins in the East End and travels to the Kentucky Horse Park. Prior to the completion of the Legacy Trail and others that have followed, Lexington had been named one of the most sedentary communities in the nation.

APPROACH

Engage the community through a public branding initiative and launch it publicly during a widely attended event and through announcements.

PRODUCT

The logo options were narrowed to the top three. These were promoted through bus ads, print ads and digital promotions. People could vote via text and email. The results were announced during Thursday Night Live and through ads. Sponsors were very pleased with the visibility and level of engagement the branding selection process and launch achieved.



¡Los votos han sido contados! Gracias a las tantas personas que participaron escogiendo nuestro logo!

Para lo último acerca del desarrollo del sendero Legacy Trail síguenos en Facebook y en nuestra página Web.



mylegacytrail.com

Choose a logo for Legacy Trail!



Vote at mylegacytrail.com
or text the name of your favorite to **859.797.4900**
Register for Prizes!





kentucky office of highway safety

GOAL

The Kentucky Office of Highway Safety sought to gain more in-depth information regarding the effectiveness of messaging and advertising about seat belt use across the state.

APPROACH

Wiser Strategies planned and executed a statewide public opinion study on the use of seat belts in the Commonwealth's most at-risk communities. Using data provided through the National Highway Traffic Safety Administration and related reports, we created a heat-map of the counties with the highest levels of seat belt noncompliance and deaths. Using a mixed strategy of social media, traditional media, and word-of-mouth promotion, we recruited diverse participants for nine focus groups representing each district and obtained qualitative and quantitative data.

PRODUCT

The state gained a wealth of first-hand information regarding drivers' opinions and behaviors on the use of seat belts and promotional materials. State officials were able to observe focus groups and watch videos of those they could not attend. The public's input reinforced some media placements and messages and made it clear when tactics were not valued. Most of all, KOHS gained new approaches that they were able to immediately incorporate to help messages resonate.

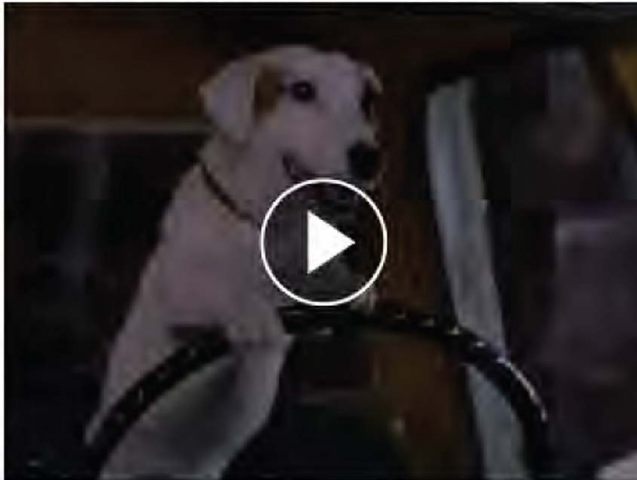


Wiser Strategies Research

Sponsored · 🌐



Earn \$85 for participating in a 1.5 hour paid focused group discussion in Jackson County about driving habits. See if you qualify by taking this survey and we'll donate \$2 to a local organization at no cost to you.



<https://www.surveymonkey.com/r/...>

Take Our Kentucky Driving Survey

LEARN MORE

4

3 Shares



Like



Comment



Share



Wiser Strategies Research

Published by Mackenzie Davis [?]. · May 16, 2018 · 🌐



Earn \$85 for participating in a 1.5 hour paid focused group discussion in Muhlenburg County about driving habits. See if you qualify by taking this survey and we'll donate \$2 to a local organization at no cost to you. Click here to take the survey:

<https://www.surveymonkey.com/r/WXFLPKK>





kentucky spirit health plan

GOAL

Centene Corporation's Kentucky Spirit Health Plan was one of three Managed Care Organizations (MCO) the Commonwealth of Kentucky selected to launch its new approach to Medicaid services in 2011. The corporation had created the name and logo for the plan but no other branding. The newly-selected MCOs were initially challenged by the state to launch their plans aggressively within about 30 days.

APPROACH

Wiser Strategies was brought on board to manage all marketing and public relations for Kentucky Spirit Health Plan even before the first employee was hired. We worked closely with the corporate team and, once in place, the plan president. We prepared a comprehensive marketing and communication plan.

PRODUCT

Our work with Kentucky Health Plan was extensive, including developing their marketing and communications plan, advertising and media buys, the first plan-specific social media pages for the corporation, and development of success stories required for the state. Most importantly, Kentucky Spirit quickly gained the largest market share among the new MCOs. In addition, our approach to telling success stories of real patients were extremely successful on multiple levels. We developed multiple length videos for various uses: advertising, social media and website applications. In addition, the Cabinet for Health and Family Services used our success stories as an example of the program's success.

the new spirit of caring

Kentucky Spirit Health Plan provides a better way for people with Medicaid to get quality healthcare when and where they need it.

With our plan, you can take comfort in knowing our friendly, professional staff will go the extra mile to give you the help you need for complete wellness.

That's the new spirit of caring. That's Kentucky Spirit Health Plan.

Find out more at
KentuckySpiritHealth.com
 or call 1.866.643.3153

Kentucky Spirit
HEALTH PLAN

LIVING HEALTHY TIP #2:
Step It Up.

Kentucky Spirit
HEALTH PLAN

LIVING HEALTHY TIP #3:
LOL Every Day.

Kentucky Spirit
HEALTH PLAN

LIVING HEALTHY TIP #8:
Floss Your Out.

Kentucky Spirit
HEALTH PLAN

"I have a home, my kids are doing good, and we're happy."

It takes guts to put a difficult past behind you.

But Krystal was determined.

So when Brittany found her living in a run-down motel, Krystal took her up on Kentucky Spirit's offer of help.

Six months later she has a healthy new baby and a safe and happy home for her family.

That's the spirit, *Krystal*.

For more of her remarkable story, visit KentuckySpiritStories.com

KentuckySpiritHealth.com
1.866.643.3153

Bringing the spirit of caring to life.
Kentucky Spirit
HEALTH PLAN

"They are the reason I am successful."

We know *Kisha* really deserves all the credit for turning her life around.

But, we're pleased she found the support provided by Kentucky Spirit Health Plan's professionals to be a vital part of her recovery process. We greatly admire Kisha and the others who are helping her along the way.

For more of her remarkable story visit KentuckySpiritStories.com

Bringing the spirit of caring to life.
Kentucky Spirit
HEALTH PLAN

KentuckySpiritHealth.com
1.866.643.3153

KentuckySpiritHealth.com

Kentucky Spirit
HEALTH PLAN

compassion
BRINGING THE SPIRIT OF CARING TO LIFE
available
professionals

caring
accessible
changed lives
BRINGING THE SPIRIT OF CARING TO LIFE

dignity
BRINGING THE SPIRIT OF CARING TO LIFE
resources
relationships

"The environment is where we all meet; where we all have a mutual interest; it is the one thing all of us share."

LADY BIRD JOHNSON, FORMER FIRST LADY OF THE UNITED STATES



hourly rates

a) Project Management	\$100
b) Art direction	\$100
c) Copywriting	\$100
d) Creative development – base design/production	\$100
e) Creative development – complex design/production	\$125
f) Editorial analysis	\$150
g) Graphic Design	\$100
h) Photography	\$100
i) Videography	\$100
j) Animation (included with flat fee video production)	flat project rate upon request

marketing mix

Lexington residents and visitors have seen and heard Blade and friends across multiple media channels as the characters help their neighbors with environmental and safety tips.

Moving forward, it makes sense to continue to build upon the the cast with new and more animated characters and to make the campaigns more accessible to Spanish speaking residents.

Based on discussions in 2021 and 2022, we suggest the primary focus for the upcoming year be on animating Tad rather than having him as a chalk sketch and preparing the most important spots into Spanish with updated voiceover and animation.

Production Approaches:

The Wiser Strategies team will update the ads that we created so there is continuity in visual and audio excellence. We will prepare them in batches according to the seasons they run so they can be easily incorporated into Fall and Spring campaigns. If the budget allows, we also will create new messaging and characters as appropriate.

In addition, Wiser Strategies will make updates to messaging or visuals to ads. An example of this from the past year is adding spots focused on landfill diversion.

To maximize the budget and consistency across the messaging, producing multiple message creative materials at the same time is the best on the budget.

The following is an approximate breakdown for the 2022/2023 focus areas. Combined with funds already allocated in the previous fiscal period, we believe we can convert most if not all of the existing ads into Spanish versions.

\$35,000 Spanish Conversion

\$12,000 Tad Animation

\$3,000 Other updates to creative as needed

Formats of updated ads may include:

Videos: :30, :15, <:15

Radio: :30, :15

GIFs

Print ads (2 – 3 sizes)

Web banners (3 – 4 sizes)

App ad

Billboards

Bus ads

As always, Wisser Strategies will be flexible to provide the messaging and creative support Lexington needs as budgets allow.

references

Michael Cornett

Director of Agency Expansion and Public Relations
EKCEP
606.233.7176
mcornett@ekcep.org

Jean Rush

Former Health Plan President
jean.rush@metfin.com
860.402.7955

Susan Lancho

Kentucky American Water
859.268.6335
sSusan.lancho@amwater.com

proposed modifications

Wiser Strategies has found that clients with which we have ongoing communication are the ones we serve best. With this in mind, we would be open to sitting in on periodic team meetings that help us gain perspective and depth of understanding of EQPW goals and priorities at any given time.

additional information on how we meet desired qualifications

We have worked with EQPW on multiple messages with positive results. We were flexible and accommodating to changing priorities.

additional notes: rubric points not addressed elsewhere

specialized experience & technical competence of the firm

Wiser Strategies' team members have many decades of experience in creative services and have worked with municipal and state government, and quasi-governmental organizations. Most of us have spent most of our lives in the community. Wiser Strategies is a member of the Kentucky Stormwater Association

past performance on contracts

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

performance record

As a subcontractor, then a prime contractor for LFUCG EQPW during the past two years, Wiser Strategies has hands-on experience with the Urban County Government. Feedback indicated our client was highly satisfied with the quality of the creative, collateral delivered and that we conformed to the budget and submitted appropriate invoices and paperwork.

degree of local employment to be provided by the firm

Wiser Strategies is based in downtown Lexington and is a member of Downtown Lexington Partnership. We use a hybrid approach to staffing that includes full-time employees supplemented by contract specialists. All of our full-time employees live in Central Kentucky and 80 percent of our contract associates do as well. Please see our listing of personnel for more in-depth team member information



ADDENDUM #1

RFP Number: #28-2022

Date: May 2, 2022

Subject: Stormwater Collateral Development

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

Wiser Strategies is the current provider. See attached RFP submittal from 2019.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Wiser Strategies

ADDRESS: 108 Esplanade, Ste 240, Lex, Ky

SIGNATURE OF BIDDER: [Handwritten Signature]



AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature

04/27/2022

Date

SELECTION CRITERIA:

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

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is Nancy Wiser and he/she is the individual submitting the proposal or is the authorized representative of Mackey Group LLC d/b/a Wiser Strategies, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Nancy Wisser

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Nancy Wisser on this the 29th day

of April, 2022.

My Commission expires: April 16th 2025

Emily Allyn Breeding
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

Wiser Strategies

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Wiser Strategies

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

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

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Wiser Strategies

Complete Address: 108 Esplanade, Suite 240 Lexington, KY 40507
 Street City Zip

Contact Name: Nancy Wiser Title: President

Telephone Number: 859-269-0123 Fax Number: _____

Email address: nancy@wiserstrategies.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 28-2022

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Wiser Strategies 108 Esplanade, Suite 240 Lexington, KY 40507 859.269.0123 nancy@wiserstrategies.com	WBE DBE		Expenses + Fees	100
2.				
3.				
4.				

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

Wiser Strategies
Company

04/27/2022
Date

Nancy Wisner
Company Representative

President
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 28-2022

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 28-2022

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

Company Name Wiser Strategies	Contact Person Nancy Wiser
Address/Phone/Email 108 Esplanade, Suite 240 Lexington, KY 40507 859.269.0123 nancy@wiserstrategies.com	Bid Package / Bid Date 28-2022 /05/12/2022

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

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

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

Wiser Strategies

Company
 04/27/2022

Date

Nancy Wiser

Company Representative
 President

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 28-2022

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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 # 28-2022

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wiser Strategies

Company
04/27/2022

Date

Nancy Wiser

Company Representative
President

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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


B. At Will Termination

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

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

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

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



Signature

04/27/2022

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return

receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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