



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2024 Environmental Education Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **June 10, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

## AMERICAN RESCUE PLAN ACT

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

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

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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



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

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in



conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

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Signature

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Date

## **SELECTION CRITERIA:**

### **Selection Criteria.**

1. Completeness and professionalism of the written proposal (20 points)
2. Consistency of proposal with the requested Scope of Work (15 points)
3. Reasonable budget for work requested in scope/proposed by contractor, indicated largely by the administrative fee (15 points)
4. Specialized experience and competence of the contractor with the type of service required. (30 points)
5. Demonstrated flexibility in accomplishing contract objectives (10 points)
6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

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.

## AFFIDAVIT

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### 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.*

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

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

Bidders

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

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_



**WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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

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

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

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

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

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

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as 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 DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Divers Council</b>	Derrick Dowell	<a href="mailto:ddowell@tsmsdc.net">ddowell@tsmsdc.net</a>	502-365-9762
<b>Small Business Development Cou</b>	Tonya Parsons UK SBDC	<a href="mailto:tonya.parsons@uky.edu">tonya.parsons@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Devanny King	<a href="mailto:devanny.king@cvky.org">devanny.king@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Tony Youssefi	<a href="mailto:tyouseffi@ky.gov">tyouseffi@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Lynnise Smith	<a href="mailto:lsmith@wbenc-orv.org">lsmith@wbenc-orv.org</a>	513-487-6537
<b>Kentucky MWBE Certification Pro</b>	Singer.Buchanan, Kentucky Finance and Administration Cabine	<a href="mailto:Singer.Buchanan@ky.gov">Singer.Buchanan@ky.gov</a>	502-564-2874
<b>National Women Business Owner Council (NWBOC)</b>	<a href="http://www.nwboc.org">www.nwboc.org</a>	<a href="mailto:info@nwboc.org">info@nwboc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

\_\_\_\_\_ 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.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

Required Insurance Coverage

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

<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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Excess/Umbrella Liability	\$1 million per occurrence
Professional (E&O) Liability	\$1 million per claim

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. 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.
- d. 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.

# **Request for Proposals**

## **RFP #37-2024**

### **Environmental Education**

#### **OVERVIEW:**

##### **Purpose of Solicitation**

The City of Lexington's Division of Environmental Services (DES) seeks proposals from qualified contractors to serve as the environmental educators for the Department of Environmental Quality and Public Works. Environmental education efforts focus on K-12 public and private schools within Lexington-Fayette County\*. Topics covered include stormwater management, sanitary sewer systems, sustainability, waste management and transportation.

\*Some of the transportation-related efforts will require travel to Jessamine Co.

Specifically, the selected contractor will:

- Update and utilize the curriculum for K-12 classrooms
- Develop and utilize protocols, scripts and signage for field trip sites
- Assist in the development of hands-on materials and activities for classrooms and tabling
- Develop and execute programming in collaboration with community partners that serve youth outside of school time
- Evaluate educators, lessons, field trips and units of study through observation, surveys and other assessment tools; make adjustments based on assessment results; cooperate with EQPW and outside agencies working on longitudinal studies related to the impact of the EE program
- Develop and lead professional development for classroom teachers, including but not limited to the Teachers' Environmental Academy; develop ongoing engagement opportunities for teachers who participate in EQPW-sponsored PD
- Purchase supplies for EE efforts and distribute them appropriately; reimburse schools for appropriate expenses such as buses and substitute teachers (subs) related to field trips
- Connect K-12 units to careers, especially careers related to city jobs; coordinate career panels for middle and high school students; work with Fayette County Public Schools on career days and similar opportunities; partner with FCPS to facilitate EQPW-related job training, shadowships and internships; collaborate with city staff members to develop and implement successful job shadowing and internship programs for students that provide connections to the full spectrum of jobs within the city

These tasks will be carried out with a variety of city and community partners. The successful organization must be competent at coalition building and working with individuals from a variety of social, ethnic and cultural backgrounds.

### **Background**

The city has contracted out environmental education in the schools since 2006. The outreach started with a focus on waste management, specifically recycling, and grew to include stormwater, sanitary sewers, energy, and litter over the years. In recent years, nearly all public and private schools in Fayette County have participated in these programs.

### **Budget**

Responses shall account for the complete cost of carrying out the work proposed. With only limited exceptions (noted within the RFP), the city will not purchase materials for the contractor's use. Reimbursement will only be provided for expenses directly and fully related to carrying out the environmental education activities outlined in this RFP. The contractor will not be reimbursed for any expenses or activities not directly and fully related to this Scope of Work unless approved in advance by the city's contract manager.

The contractor should spend money and time in a way that reflects the funding, which is approximately:

- 20% sustainability
- 15% transportation
- 25% waste management
- 15% water quality, sanitary
- 25% water quality, stormwater

The contractor must have a means of tracking work that shows time and funds spent by topic. Some tasks/expenses may be split among funds for multiple topics.

Estimated budgets for several categories are included based on past expenses. Estimated number of miles traveled are also provided to help bidders calculate costs. Starting point for travel must be within Fayette County, preferably the Government Center, 200 East Main St, Lexington, KY 40507.

Responses will be evaluated, in part, based on the associated administrative fees. The administrative fee can be stated as a percentage of personnel costs (salary or salary plus benefits) or as a percentage of the full contract. Either way the administrative fee will be paid based on the selected costs (personnel or full contract) as invoiced.

Employees should receive the mileage rate reflected in the budget. Any associated management fee should be included in the proposed percentage referenced in the previous paragraph.

The proposal budget should cover a single year (July 1, 2024 through June 30, 2025).

Ultimately, the city will work with the selected contractor to finalize the Scope of Work within the constraints of the budget.

Respondents should use the provided budget template when presenting their proposed budget.

### **Invoicing**

The selected contractor may invoice the city monthly or quarterly. Travel logs should be kept and may be requested by the city at any point. Receipts for supplies must be submitted with invoices.

All materials (activity supplies, displays, technology, etc.) purchased with DES funds is LFUCG property and will be returned to the city at the end of the contract period unless the items are distributed through a program covered by this Scope.

### **Reporting**

Corresponding activity reports must be submitted before invoices will be paid. Reports will be developed in partnership with the city's contract manager and may evolve over time. Generally, reports should reflect information on the number and type of lessons, the grades of classrooms reached, the number of students taught and some form of assessment associated with the invoice period's activities. The city's contract manager will have the final say on the report format, though the contractor is welcome to suggest changes.

## PROPOSAL GUIDELINES:

### Timeline

Work in accordance with the Scope of Work is anticipated to begin on July 1, 2024, pending council approval. The initial contract period will end June 30, 2025. There will be an option to renew on an annual basis (fiscal years July 1 through June 30) for four additional years.

### Desired Qualifications

- Understanding of the environmental issues included in the Scope
- Ability to update and follow a curriculum, aligned with state and national standards
- Ability to conduct assessments at the educator, lesson, and curriculum level and adapt accordingly; willingness to support programmatic assessments
- Ability to lead professional development for nonformal and classroom teachers
- Willingness to provide qualified staff, assigned 100% to DES
- Key staff must have a driver's license
- Proven track record in environmental education
- High level of professionalism
- Commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development

### Proposal Requirements

1. Provide a **consultant profile** that includes the contractor's name and address, year established, current number of employees and employee positions, years of experience with similar projects, contact information, etc. Names and affiliations of board members, along with their elected positions on the board and number of years served, should also be provided if applicable.
2. Provide an **organizational chart**. Highlight employees that would be assigned to this project by name and title. If new positions would be added or vacant positions would need filled, please include those in the organizational chart as well. Simply indicate "vacant" or "new."
3. For each position that would be working on the contract, provide a **position profile\*** that outlines the salary (or range) and the anticipated percentage of their time the employee would dedicate to this contract. If an employee/position will be assigned part-time to the contract, indicate the total anticipated number of contract hours for the fiscal year (July 1, 2024 – June 30, 2025). Describe the role(s) each employee/position would play in fulfilling the Scope of Work. Provide the anticipated address for each employee's work location. (The preference is for primary employees to work out of government offices in downtown Lexington.)
4. Provide **information on benefits** available to employees working on this contract – paid holidays, vacation time, sick time, health plans, overtime, etc. Costs of these benefits should be indicated in the financial proposal. This number should reflect value that is going directly

to employees involved in the contract. General overhead should not be included. Applicants are strongly encouraged to provide details within the proposal about how the benefit cost is calculated.

5. Include **resumes** for current staff who would be assigned to the project, highlighting their related experience.
6. Provide a **portfolio** of projects (summaries, photos, videos, etc.) on similar projects from the last three (3) years.
7. Provide a minimum of three (3) **references** who have worked with you on projects similar to those included in this Scope of Work.
8. Discuss, with justification, any **proposed modifications to the Scope** that could enhance the environmental education outcomes.
9. Provide a **financial proposal** for the services as described in the Scope of Work using the budget template provided. This financial proposal should be consistent with the proposed approach and modifications presented.

The budget for the Scope includes budget lines that are set. The bid cost will be evaluated based on the proposed personnel salaries (an appropriate market rate) and the proposed management fee. A bid that has a higher total may be considered a better value if the administrative costs are lower.

10. Provide any additional relevant information the submitter would like to include, not explicitly requested in this RFP.

\* The city should be involved in the hiring process when contract positions (more than 50% of their time assigned to DES) need filled. This may be at the beginning of or during the contract period. The city should be the primary entity making hiring decisions in cases when the position is fully assigned to DES.

## **Rubric**

- Completeness and professionalism of the written proposal (20 points)
- Consistency of proposal with the requested Scope of Work (15 points)
- Reasonable budget for work requested in scope/proposed by contractor, indicated largely by the administrative fee (15 points)
- Specialized experience and competence of the contractor with the type of service required. (30 points)
- Demonstrated flexibility in accomplishing contract objectives (10 points)
- The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

## **CONTRACT TERMS:**

1. The Scope of Work is intended to be a comprehensive description of work allowed and expected under the resulting contract; however, the city or the contractor may suggest additions or deletions to the Scope to enhance project outcomes and fulfill project goals. DES must agree to any contractor-suggested changes through written permission (email or letter) from the city's contract manager. Similarly, DES may request changes to the Scope to enhance project outcomes, better align with department goals and/or adapt to available budgets.
2. This contract may be canceled by either party by delivering written (email or letter) notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to the city should be sent to the Division of Procurement.
3. LFUCG reserves the right to reject any or all of the bids for failure to provide complete information related to the proposal requirements.
4. LFUCG reserves the right to award or reject any portions of the bid.
5. LFUCG intends to award an initial contract covering one (1) year with an option for four (4), 1-year renewals based on funding availability and mutual agreement by both parties. It is anticipated that the term of this first agreement will be effective July 1, 2024 through June 30, 2025, pending Urban County Council approval.
6. The selected contractor must have a business license and insurance coverage. These items may be obtained after a contractor is selected but must be in place before the contract is presented to Council for approval.



## **SCOPE OF WORK:**

### **OVERVIEW**

The selected contract entity will be the primary point for EQPW's environmental education efforts. Organizations bidding must have capacity for a minimum of five (5) employees working 32-40 hours per week (including PTO), assigned to DES for 100% of their time. Additional staff may be assigned to the contract for a portion of their time.

It is the city's strong preference that these core employee(s) work out of city offices. Computer(s), phones, city email address(es) and basic office supplies will be provided. Travel for contract employees shall be calculated based on the Government Center as a starting point unless another Lexington location is agreed upon. Employees will need to use their own vehicle and be reimbursed at the contract organization rate OR use a contractor-provided vehicle. Either way, the city will reimburse for mileage at the rate outlined in the accepted proposal.

The core employees will function as members of the division's Public Information and Engagement Section (PIE), attending staff meetings and working directly with the PIE Section Manager who will serve as the city's contract manager.

The core employees will work with the city's contract manager to ensure fulfillment of the Scope of Work on schedule and within budget. The PIE section manager will serve as the city's single point of contact for all aspects of the contract.

Though this Scope of Work is broken into several distinct sections, the expectation is for these components to work closely together with each other and other department outreach efforts to make the most efficient use of city resources while achieving the largest impact possible in terms of department goals.

The overall vision for our Environmental Education efforts is guided by a report prepared by the Kentucky Association for Environmental Education and the Kentucky Environmental Education Council, looking at research-based best practices and model programs and informed by focus groups and a teacher survey conducted in Fayette County in 2020. This needs assessment can be found at [LexingtonKY.gov/EE](http://LexingtonKY.gov/EE).

### **Topic Areas**

The environmental education provided through this contract shall focus on:

1. Sustainability
  - a. Resource conservation
  - b. Energy – efficiency and sources
  - c. Climate change
  - d. Urban and community forestry
  - e. Environmental quality and human health
2. Transportation

- a. Planning and infrastructure
  - b. Biking/scooting, safety and how-tos
    - i. Roads
    - ii. Trails
  - c. Walking, safety and routes
    - i. Roads
    - ii. Trails
  - d. Driving, safety
  - e. Other alternative forms of transportation (e.g., using the bus, carpooling)
3. Waste management
    - a. The hierarchy of the “Three R’s” (Reduce, Reuse, Recycle) - reducing waste first, reusing items second, and recycling properly third
    - b. Proper recycling in Lexington-Fayette County, recycling as a local action
    - c. Home/school composting
    - d. Litter reduction
  4. Water quality, sanitary sewer systems
    - a. What is the sanitary sewer system?
    - b. How does the sanitary sewer system work?
    - c. How do residents’ actions impact the system?
  5. Water quality, stormwater
    - a. Watersheds
    - b. Water quality and its relationship to stormwater/land use
    - c. Best management practices, city-scale and individual-level (including litter reduction)

Current units of study and other program resources can be found at [LexingtonKY.gov/EE](http://LexingtonKY.gov/EE).

## **Staff**

The team will include at least five employees assigned fully to the Division of Environmental Services. These core employees should work between 32 and 40 hours per week on average, including PTO. (Less than 40 hours per week on average could take the form of fewer hours per week for 52 weeks or an abbreviated work year – e.g., 10 months.) Other contractor organization staff may offer limited support for an hourly rate that accounts for benefits and indirect costs. Work conducted by staff not assigned fully to the city must be approved in advance.

Core staff roles are as follows:

- An Environmental Education (EE) Manager who provides programmatic leadership while overseeing the other education staff.
- A Workforce Development Coordinator who integrates K-12 outreach efforts with EQPW career opportunities. This person would develop and manage job training, shadowship, internship and apprenticeship programs in collaboration with internal and

external partners. They would also be responsible for promoting career openings to appropriate applicants from the region.

- A Transportation Outreach Specialist who manages the city's bike library, leads bicycle safety programming through schools and out-of-school time partners and coordinates transportation-related events such as Glow Ride and Streetfest.
- A minimum of two (preferably three) Educators who will teach in K-12 classrooms using the set curriculum, lead unit-related field trips and run out-of-school time programming related to EQPW's work. More experienced/qualified educators may assume additional duties related to program development.
- (optional, may be for less than 32 hours per week) An Out-of-School Time (OST) Coordinator who would focus on OST, both afterschool and summer programs. They would lead activities and field trips as part of OST units of study and serve as the point person for any one-off student activities for scout groups and similar. The OST Coordinator would also coordinate K-12 summer programming. The OST Coordinator may support the educators with some classroom outreach as necessary, though not to the detriment of the OST program. The Educators would support summer OST programming, even if this position is added.

Sample job descriptions for these positions are attached.

### **Meetings**

The core employee(s) assigned to this contract will function as DES staff in the Public Information and Engagement Section. Therefore, they will participate in regular weekly (30 min), monthly (1-2 hours) and annual (multi-day retreat) meetings alongside other staff.

### **Hours**

Core employees will generally work regular business hours, though evening and weekend work will occasionally be required for STEM nights, events and other activities.

### **Attribution**

When engaged in environmental education on behalf of the city, the core employee(s) shall identify as a representative of the city/the Department of Environmental Quality and Public Works, not as a representative of the contract organization. City-branded gear will be provided. In communication with government and community partners, the core employee(s) should use email addresses provided by the city. Outreach materials produced for this contract will include the Live Green Lexington logo or other city logo(s) as directed.

### **Budget and Invoicing**

The contractor should account for all time and expenses **directly** related to the fulfillment of this Scope of Work. Time and activities associated with the contractor's organization (like staff meetings for the contractor's organization) do not qualify for reimbursement.

Core employee(s) – by definition – will charge all their time to the contract, though timecards and activity reports will still be required.

In addition to tracking total hours on the contract, employees assigned to the contract will also be asked to break out their time by topic (stormwater, sanitary sewers, waste management, etc.). Some activities will be split across multiple topic areas.

Allowable expenses are outlined in the budget template. Supplies and other expenses directly and fully related to this Scope of Work will be reimbursed at cost, though a receipt is required. For each core employee, there is a budgeted allowance of up to \$2,500 (averaged) for professional development. PD must be approved by the city's contract manager (a.k.a. PIE Section Manager).

## **K-12 SCHOOL-BASED OUTREACH**

The contractor shall develop, update and lead units for K-12 students in public and private schools throughout Lexington-Fayette County. Lessons should align with state education standards and should utilize content from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET) when appropriate.

The contractor will aim to maximize the program reach and effectiveness given the resources available. Participating teachers will be strongly encouraged to complete the units rather than engage in one-off lessons. Priority will be given to teachers who schedule the full series and to teachers in Title I schools. Teachers with multiple classes of the same grade (e.g., STEM lab teachers) may be asked to lead the lesson themselves after an educator has demonstrated the lesson by teaching a class. Materials will be left with classroom teachers for that purpose.

The EE Manager and the core Educators will manage the lesson and field trip schedule. Ideally, the same educator will be assigned to the same classroom (or even school) for efficiency and relationship building.

The EE Manager will ensure that all educators and classroom teachers get the supplies they need for the lessons in a timely manner.

### **Units of Study**

The contractor will develop, update and utilize at least one unit per topic for grades K-5. Units will focus on sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. Sanitary and stormwater topics may be combined into one unit depending on the grade and associated educational standards.

Middle schools and high school units will be developed to maximize interest among teachers in those settings. Topics will likely be combined or modified to better meet the needs of courses taught at that level. EQPW outcomes must still be met.

A lesson may be modified to fit in multiple units. (e.g., A litter mapping lesson could be modified for use in lower elementary, upper elementary and middle school series. A litter mapping lesson could also fit in both the Waste Management and Water Quality series.) Lessons may touch on other environmental topics, but the focus of the lessons must be sanitary sewers/wastewater treatment, stormwater, sustainability, transportation or waste management.

Each unit will include a field trip with pre- and post-field trip lessons. Only one field trip will be available per unit. Virtual field trips are an option if circumstances require it. Units should all include a career component, especially those at the upper elementary, middle and high school levels.

Elementary units will consist of a minimum of four lessons plus a field experience (e.g., field trip or a truck visiting the school). Middle and high school units will consist of a minimum of four lessons plus a field trip and a career panel or similar activity. Career panels or similar are also encouraged for upper elementary units. The contractor may choose to use or modify units that currently exist, which can be found on [LexingtonKY.gov/EE](http://LexingtonKY.gov/EE).

Units will have accompanying supply kits of reusable and/or consumable materials that the contractor will purchase, organize and distribute. These costs are included in the lesson supply budget of this contract. Storage space will be provided by the city.

The EE Manager will evaluate the classroom performance of the educators through surveys and observation.

### **Field Experiences**

The contractor will work with EQPW to identify field experiences appropriate for the units of study. The contractor will create protocols, scripts and (if applicable) signage for these sites in cooperation with the city. Experiences may take place at the school or at another site.

Field experience costs (e.g., buses and subs) for public schools will be paid for by the City through this contract. An estimated cost for this is included in the budget planning document.

The contractor will lead the field trips that take place on city property, including but not necessarily limited to the Recycle Center and the wastewater treatment plants. Other field trips sites that have been used in the past include:

- Haley Pike Waste Management Facility – mulching pad and closed landfill
- McConnell Springs
- Raven Run
- Cane Run, along the Legacy Trail in Coldstream Park

The EE Manager will coordinate field experiences and will lead many of them. The EE Manager will train the Educators on the tours – scripts and protocols. The EE Manager will evaluate the field trip performance of the Educators through surveys and observation.

The cost of transportation and subs for field trips is built into this contract. All public schools who are set to complete a unit qualify for this funding. The schools will invoice the contractor who will reimburse them in a timely manner.

## **Recognition Program**

The contractor will track classroom participation in the units. Qualifying classrooms/teachers will be recognized. The contractor will create the recognition program structure in cooperation with the city's contract manager.

The contractor will work with EQPW staff to develop appropriate awards for teachers/classrooms/schools that qualify for the recognition program. Previously, the city produced an original piece of art each year that was turned into a poster, with recipient information included on the bottom of the piece. Framed posters were given to qualifying teachers/classrooms/schools. There has been discussion about adding a teacher/principal reception to go along with the award. The contractor is welcome to propose a different award format. The recognition program budget is included in the school-based EE budget on the budget proposal form.

## **Timeline and Promotion**

The contractor will work with EQPW staff to promote the units to classroom teachers. The contractor will be responsible for scheduling lessons and field experiences as they see fit to meet the targets outlined in this RFP. Lessons are to be offered at no cost to classrooms.

The units for the upcoming school year should be submitted to the city's contract manager for approval by August 1. The units should be finalized before the first day of school for FCPS. The units may be amended as needed with notification to and approval from the city's contract manager. If this contract is renewed for additional years, the units will be reviewed and updated each July/early August.

Protocols and scripts for unit-related field experiences should be submitted to the city's contract manager for approval by mid-August. They should be finalized no later than September 15. The field experiences, along with the associated protocols and scripts, will be reviewed and updated each year.

The recognition program is based on the academic year and awards should be distributed before the end of the school year.

## **Targets**

For schools, priority will be given to classrooms who are willing to complete the unit, not one-off lessons. The goal, with three educators, is to have at least 100 classrooms complete a unit, including the corresponding field experience, each academic year.

## **Budget and Invoicing**

The contractor should account for all expenses related to school-based outreach. These expenses include, but are not necessarily limited to:

1. Contractor staff time
  - a. Developing, updating and teaching classroom-based lessons
  - b. Developing, updating field trip protocols and scripts; leading field trips
  - c. Promotion of units of study to schools and teachers
  - d. Scheduling lessons and field trips
  - e. Assessing lessons, units and educators
  - f. Purchasing supplies and reimbursing schools for approved expenses (e.g., buses and subs for field trips)
  - g. Planning and carrying out the recognition program
2. Contractor staff transportation
3. Lesson supplies
4. Teacher/classroom/school recognition program expenses
5. Reimbursement to schools for buses and subs related to field trips

All costs except contractor staff time and travel are covered by the \$30,000 school-based EE and the \$15,000 field experiences lines included in the attached budget planning document.

### **Reporting**

The contractor will track the following and provide it to the city with each invoice:

1. Documentation of lessons taught
  - a. School
  - b. Teacher (or contact)
  - c. Grade(s)
  - d. # of students in class (full attendance)
  - e. Which lessons were taught and by whom
  - f. Documentation of which lessons were teacher-led (i.e., materials were left with the teacher and they used with a group(s) of students)
2. Photographs and short videos are appreciated when possible/appropriate but not required. These are intended for sharing on social media, so do not provide any visual documentation unless students have a current photo release.
3. Tracking should be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.



## **TEACHER PROFESSIONAL DEVELOPMENT**

The selected contractor shall develop, promote and facilitate professional development opportunities for K-12 educators who work in public and private schools in Lexington-Fayette County. Trainings must align with state education standards. Use of content and materials from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET, etc.) is strongly encouraged.

The primary teacher PD will be the Teachers' Environmental Academy (TEA), a week-long program offered in the summer. The goal is to complete two workshops per summer, one for elementary educators and the other for middle and high school educators. The academies will each focus on the contract topics: sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. The final day of each academy will focus on integrating that information into classrooms.

The contractor will develop and implement a plan for ongoing engagement with teachers who complete an academy. This plan may include additional PD opportunities, support of classroom projects related to the academy, a mentorship and/or recognition program and any other activities that are useful to the educators while furthering goals of the department.

In addition to the TEA, the contractor should develop relationships with district and school leadership, looking to host additional professional development in partnership with those official entities.

### **Promotion**

The contractor will work with EQPW to promote teacher trainings. Promotional materials must be approved by the city's contract manager. Promotion conducted through social media must originate on a city-managed social media site (@LiveGreenLex).

### **Participant Guidelines and Targets**

Training sessions must be free for all educators from public and private schools in Lexington-Fayette County. Teacher stipends, along with food, charter buses, workshop supplies and materials, are included in the provided Teacher Training Budget. Workshops must have a minimum of 10 registered Lexington-Fayette County teachers or the workshop may be canceled. Workshops should be capped at 25. Recruitment should focus on teachers from Title I schools.

As stated above, the goal is to conduct two Teachers' Environmental Academy workshops per summer, one for elementary educators and the other for middle and high school educators, with an ongoing engagement plan in place throughout the contract period to maintain ongoing connection with teachers who have participated. PD participants should all be strongly encouraged to assess their experience and offer suggestions for future trainings. They should

also be encouraged to make use of city resources (e.g., lesson kits) to lead EQPW-related lessons on their own in their classrooms.

Assuming the extension options are executed, there should be a plan for other PD at the school and/or district level by the end of year three with implementation beginning in years four and five so long as necessary funding is made available through the addition or reallocation of funds.

### **Budget and Invoicing**

The contractor should account for all expenses directly related to carrying out the workshops. These expenses include, but are not necessarily limited to:

1. Contractor staff time
  - a. Workshop development, planning, assessment
  - b. Promotion and registration
  - c. Facilitation
2. Contractor staff transportation
3. Food and drink as appropriate for the training timeframe
4. Workshop/training supplies
5. Take-home support materials (i.e., books, guides, activity supplies)
6. Workshop transportation costs, including bus rentals
7. Substitute teachers/stipends for teachers
  - a. If a training requires a teacher to miss school, a substitute teacher should be provided
  - b. If a training occurs outside of school hours, teachers who attend the entire training should earn an appropriate stipend

All costs except contractor staff time and travel are covered by the \$50,000 PD budget line included in the proposal budget document.

### **Reporting**

The contractor will provide the following information for each training:

1. Participant information:
  - a. Current school
  - b. Current grade(s) and subject(s) taught
  - c. Number of years teaching
  - d. Number of students taught in the past school-year
2. Copy of the training sign-in sheets
3. Copies of presented and distributed materials, including the agenda
4. List of give-away items
5. Copies of participant evaluations
6. Photographs or video clips of the training

## **OUT-OF-SCHOOL TIME (OST)**

The contractor will work closely with city staff to develop, implement and assess a youth outreach program that extends beyond classrooms. Youth from lower income households with fewer environmental education and career development opportunities should be the primary beneficiary of these efforts.

This outreach will be conducted in partnership with organizations throughout the community already working with these youth and their families, including nonprofits, libraries, community centers, faith organizations, etc. The Community Outreach Coordinator (a city position) will be a close partner in building these relationships and carrying out this work.

To maximize the impact of these efforts, priority will be given to community partners who work with underserved students and their families year-round. As with classroom-based lessons, the idea is to provide ongoing, not one-off, engagement.

An OST Coordinator may be a position that is included in the contract. This job would be similar to that of an advanced environmental educator, but with a focus on OST programming and the option for fewer overall hours.

### **Out-of-School Time Programs**

Out-of-school time, like afterschool and summer programs, can present a variety of opportunities to work with youth. Time is typically less constrained, and the pressure to align with educational standards is often reduced. Lessons included in units can be modified for use in OST programs. Alternatively, a series of activities consistent with the contract topics (sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management) can be created to meet the interests and abilities of students in and structure of a given program. An active OST program may be able to complete a full unit – or the activity-based equivalent - including a field trip. If classroom units are adapted for youth in the OST program, the contractor should ensure that students are not getting the same lesson multiple times in the same year. Ideally, there will be a regular educator(s) assigned to each OST program so the students become familiar with the person(s).

The contractor will draft a partner agreement for these organizations to manage expectations around the resources, structure, time, etc. This agreement will be customized for each ongoing OST partnership, reviewed and signed by the EE Manager, the city's contract manager and the community partner representative. The city's contract manager should approve it before it is presented to the community partner. Amendments to the agreement should be made in writing after being discussed in person. The agreement does not need to be overly prescriptive or specific; it is simply intended to ensure that good communication occurs before and throughout the program so both entities are able to fulfill their goals.

Requests from youth organizations (such as Boy or Girl Scouts) will be handled in a manner similar to OST programs. A lesson from a unit or an OST activity can be used.

As with the classroom lessons, these services will be free for participants. Supplies will be provided and field experience costs for programs serving low- to moderate-income students will be fully funded by the city through this contract as budgets allow. Additionally, one-off lessons or activities are a lower priority than working with a partner for a series. Student and program partner assessments should be conducted by the contractor at both the activity/lesson and unit-levels.

The contractor will manage the schedule for these efforts.

### **Summer Camps**

The contractor will develop summer camps. These camps will focus on the work done by EQPW and related careers. While audience, format, structure, etc. are all up for discussion, the current idea is to focus on small groups of middle school students who are involved with community partners that we work with throughout the year (e.g., community centers, libraries, and so on). These camps would be carried out in conjunction with the community partner and other partners like the Division of Parks and Recreation. Camps would include activities that foster a connection to nature both in the neighborhoods where the students reside and in the broader Fayette County community. Career connections, service learning, educational activities and fun would all be part of the schedule. The camp will culminate in an event to which the students' families (however they define them) are invited to share a meal and where the students will have a "show and tell" opportunity to highlight a favorite part of their week with their families. Activities for camp participants and their families will continue throughout the year. These camps will be free for participating students.

A high school Youth Environmental Academy was piloted in the summer of 2022. A version of that could also be brought back, ideally connected to the high school workforce development program (details below) with an improved plan for ongoing engagement with the students who participate. The middle school camp is a higher priority.

The contracted EE staff will serve as the primary staff for the camps, along with city employees and interns paid through the city or the contractor. The goal is to eventually have students who participated in the camp serve as paid camp counselors for the program.

### **Timeline and Targets**

For OST programs, the EE Manager and team will work with the PIE Community Team to develop relationships with appropriate community partners for this contract. The first six months of the contract will focus on identifying partners and developing relationships, getting to know the partner's needs and limitations as well as the needs of the youth and families they service. During this time, current OST programs will continue – mostly after-school programs with elementary schools that are also completing units.

Plans for a robust series of summer programs in 2025 should be in place by the end of calendar year 2024. Early 2025 will focus on the after-school component – building partnerships for programs that will be implemented during the 2025-2026 academic year.

A pilot version of the camp(s) will be carried out in the summer of 2026, assuming the contract is renewed and funding is made available. Once we debrief from that experience, the contractor will develop a plan for the following summer so long as funding is available.

Assessment of these programs will be ongoing once they are established. Adjustments will be made each semester/summer as appropriate based on feedback and outcomes.

### **Budget and Invoicing**

The contractor should account for all expenses related to youth outreach. These expenses include, but are not necessarily limited to:

1. Contractor time
  - a. Developing, updating and leading OST lessons and activities
  - b. Relationship building with potential partners
  - c. Scheduling lessons and activities, including possible field trips
  - d. Training others, including interns, in lessons and activities
  - e. Assessing and revamping OST efforts
  - f. Purchasing supplies and paying for services (e.g., transportation)
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All costs except contractor staff time and travel is covered by the \$30,000 shown on the budget planning document. Most of these funds will be used for summer programming. Many of the OST activity supplies will overlap with classroom-based lesson supplies. There is no need to keep those expenses separate so long as activity tracking is accurate. Therefore, those overlapping supplies may be paid out of the classroom or OST budget.

### **Reporting**

The contractor will track the following and provide it to the city:

1. Documentation of lessons taught/activities led for the year, highlighting the appropriate invoice period, along with group details
  - a. School or community partner
  - b. Program contact
  - c. Grade(s) of students
  - d. # of students in group (range may be appropriate for these situations)
  - e. Which lessons have been taught and by whom

- f. Which lessons are scheduled and when, if staffing plan confirmed
- 2. Photographs and short videos are appreciated when possible/appropriate but not required. These are intended for sharing on social media, so do not provide any visual documentation unless students have a current photo release.
- 3. Tracking should be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

## **DISTRICT AND SCHOOL SUPPORT SERVICES**

The EE Manager is primarily responsible for developing relationships at the district-level, though they may bring the city's contract manager into the conversations as appropriate. These relationships are necessary to efficiently and effectively carry out many of the goals of this contract. For example, these higher-level relationships can facilitate:

- connections with school staff – not just teachers but also nutritional specialists, custodians, principals, etc.
- connections with students who may be a good fit for some of our programming
- large-scale professional development opportunities
- insights into and opportunities for input related to career pathways, etc.
- access to information on district-wide needs and opportunities

That list is not exhaustive. In short, having district-level connections will provide insights that will allow us to better serve the students of Fayette County while achieving EQPW goals.

Additionally, the selected contractor (full team) shall provide a limited menu of support services related to waste management at schools. Specifically, the contractor shall:

1. Build relationships with and provide recycling information and support to cafeteria, janitorial and administrative staff at the district-level and at schools participating in the city's recycling program
2. Facilitate communication between schools and the city related to the collection of recycling
3. Assist interested schools in improving their recycling efforts, particularly in relation to the reduction of contamination and the collection of cartons. This assistance may take the form of:
  - a. Informal waste audits\*
  - b. Provision of recycling prompts and outreach materials (copies will be produced and provided by the city)
  - c. Development of a recycling plan to facilitate proper recycling
  - d. Development of protocols for recycling at special events/games aimed at encouraging participation while decreasing contamination
  - e. Development of a program to collect cartons from the cafeteria

\*Depending on the circumstance, informal waste audits may count as a lesson or support services. The audits are referred to as informal since the contractor is not conducting in-depth analyses, as would be done for full waste characterization studies.

This task category is anticipated to represent a relatively small portion of the contractor's time.

## **Guidelines and Timeline**

The contractor should immediately work on establishing relationships at the district and school levels and work on building/maintaining those relationships throughout the contract period.

The contractor should also immediately work on identifying a school(s) to pilot a carton recycling program to implement in the second half of the 2024-2025 school year. Future efforts in that vein will be determined based on the results.

Other recycling assistance can take place anytime. It may be initiated by any of the following:

- a request from the school
- a request from the city's contract manager (most likely resulting from a recycling issue identified by Waste Management)
- an informal waste audit conducted as a lesson revealing a high contamination rate

The city's preference is for reduced contamination over increased volume of recycling. This preference should be taken into account when working with schools on recycling plans and event-based recycling protocols.

## **Targets**

By the end of the contract period (including renewals), EQPW should have an array of relationships at that district-level of FCPS. These relationships should be associated with specific programs and program outcomes. The nature of these outcomes will evolve over time and will be discussed with the city's contract manager throughout the contract period to help determine next steps.

Ultimately, the goal is to have no contamination in school recycling streams with all schools having an established carton recycling program. Currently, schools are considered to have a critical issue if 20% or more (by weight) of the material they send for recycling is contamination.

## **Budgets and Invoicing**

The contractor should account for all expenses related to support services except for the prompts and outreach materials mentioned above. Expenses include, but are not necessarily limited to:

1. Contractor staff time
2. Contractor staff transportation
3. Materials to support the carton recycling effort

There is \$3,000 budgeted annually for this effort. Carton Council grants are available for schools to help with that aspect of this portion of the Scope.



**Reporting**

The contractor will provide information on whom they met with, the purpose of the meetings and the outcomes.

Results of (pilot) carton recycling programs should be shared and discussed with the city's contract manager, as should results of the informal waste audits when conducted – especially if critical levels of contamination are found.

## **WORKFORCE DEVELOPMENT**

A Workforce Development Coordinator (WDC) should be part of the Environmental Education Team assigned to this contract. The WDC would work closely not only with the EE Team but also the Community Outreach Team made up of city employees.

The contractor will integrate career connections in units, especially for upper elementary, middle and high school students, for both classroom-based and OST programming. As such, the WDC will be the primary coordinator of the career panels for the related units, in close collaboration with the city's contract manager. (All requests for staff to participate in a career panel will have to be approved by the appropriate division director, likely with that request going through the city's contract manager.) Additionally, the WDC will work with Fayette County Public Schools on career days and similar opportunities, highlighting the broad spectrum of jobs related to the work of EQPW.

The WDC will collaborate with city staff to develop and implement a successful job training, shadowing and internship program for high school students that provides connections to the full spectrum of jobs within EQPW.

The Workforce Development Coordinator will work with Fayette County Public Schools, Bluegrass Community Technical College, the University of Kentucky, Transylvania University and other regional institutions to identify interns, career pathways leading to EQPW jobs and job training opportunities for current or potential staff.

The WDC will work with other government entities, job training and placement agencies, and other appropriate partners to identify funding sources that can support potential and current employees in acquiring the skills they need to succeed in their desired EQPW job.

The contractor will work with the Community Outreach Team and others (councilmembers, libraries, community centers, etc.) to offer opportunities that will benefit EQPW-related workforce development efforts for adults across Fayette County, such as offering a career booth at city-sponsored events like Truck-a-Palooza or at community-based events like an apartment outreach day.

These career connections and opportunities will have a strong emphasis on diversity, equity and inclusion.

### **Timeline and Targets**

Many of the workforce development objectives will be integrated in other aspects of the contract and will be promoted and timed accordingly. Each upper elementary, middle and high school unit should have a corresponding career component. Similarly, career highlights should be central to the OST programming as it is developed.

The contractor will work with city staff to ensure EQPW is well-represented at career fairs offered by FCPS, BCTC and other community partners as they are offered.

A pilot version of the high school jobs program should be ready for rollout in the 2025-2026 school year. The framework of the program should be established by October 2024.

The city acknowledges that building an effective, sustainable pipeline for employees takes time. The expectation is that there is concrete and measurable progress on this front by the end of the full contract timeframe (i.e., including renewals). Examples of progress and outcomes include programs with community partners that have resulted in employee placement, students who have gone through the jobs program and are working for EQPW and students actively in the process of completing training that would qualify them for an EQPW job.

### **Budget and Invoicing**

The contractor should account for all expenses related to the workforce development program. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Materials for career fairs and other job-related outreach
4. Stipends for students in the job training program (intern pay would come from city budgets)

Costs, except for contractor staff time and travel, are covered by a \$35,000 budget with only \$5,000 available the first fiscal year and \$15,000 available the second fiscal year. The first year is planning. The second year is a pilot. Beyond that, the program will be capped at 30 students unless there is demand and funding. This budget assumes \$500 stipends for each semester of the program. Summer internship payments are not paid for through this contract. Aspects of this program may be dependent on additional funding being made available through the city budget.

### **Reporting**

Career panels should be reported with the classroom or youth outreach activities. A list of participating panelists should be maintained.

Participation at career fairs – both city staff and students – should be noted for each fair with an estimated number of attendees. Additionally, notes on interest and engagement should be made to help with planning for future fairs.

Participation in the high school job training program will be tracked and documented accordingly. Details will be determined as the program is developed and piloted.

A system for identifying applicants and new hires associated with the WDC will need to be established to demonstrate justification for the position and related programs.

## **TRANSPORTATION OUTREACH**

A Transportation Outreach Specialist (TOS) should be part of the Environmental Education Team assigned to this contract. The TOS would work closely not only with the EE Team, but also the Community Outreach Team made up of city employees, as well as staff employed by the Lexington Area Metropolitan Planning Organization (LexArea MPO) who are based in the Division of Planning.

The contractor will develop transportation-focused units, for both classrooms and OST contexts. These units may focus specifically on cycling, pedestrian and/or scooting safety. There may also be a unit(s) developed with a broader focus on planning. (The planning unit could focus on several contract topics including stormwater, transportation, waste management, etc.) The TOS will be the primary educator for transportation-related units, though the OST Coordinator and Educators may also lead these units once trained.

The TOS will collaborate with city staff to develop and implement events that promote behavior change in relation to transportation safety and mode. Key decisions (dates, locations, etc.) will be made in coordination with the Community Outreach Team and the LexArea MPO. Examples of such events include: Glow Ride; Bike Month and related events (Bike to Work Week, Streetfest, guided rides, etc.); Cycle September and related events; and stand-alone Safe Cycling courses. The PIE events calendar is typically set 8 months to 1 year in advance. FY 2025 major transportation-related events tentatively include:

- August 2024: back to school rides/safe routes to school events
- September 2024: Cycle September, a series of events and outreach efforts aimed at encouraging people to ride
- November 2, 2024: Glow Ride
- March 22, 2025: Hot Chocolate Ride, a part of Earth Hour
- May 2025: Bike Month, a series of events and outreach efforts aimed at promoting safe cycling; Streetfest is the cornerstone event of the month, tentatively planned for May 10

Thanks to generous grants from the Paula Nye Memorial Grant Fund and the Bluegrass Cycling Club, the city has a bicycle library and trailer that can be used for both K-12 outreach and events. Most of the bikes are child-sized, though there are some adult bikes as well. The TOS will be responsible for maintaining the bikes in the library. The TOS will have to coordinate with city staff to transport the trailer, as contractors cannot drive city vehicles or otherwise transport city-owned trailers. There are opportunities to expand the bike library through additional grants.

The transportation outreach will focus primarily on Fayette County, though the transportation curriculum and bike library loan program will be made available to Jessamine County schools and other residents in the MPO service area as capacity allows.

## **Timeline and Targets**

The K-12 transportation outreach timing and targets will be consistent with and integrated in the timelines and targets stated in those sections above.

The event-based timelines are stated above. Targets include maintaining or growing participation in those transportation-related events.

## **Budget and Invoicing**

The contractor should account for all expenses related to the K-12 transportation outreach program. These expenses include, but are not necessarily limited to:

1. Contractor time
  - a. Developing, updating and leading transportation outreach lessons and activities
  - b. Coordinating transportation outreach events
  - c. Relationship building with potential partners
  - d. Scheduling lessons, activities, field trips and events
  - e. Training others in lessons and activities
  - f. Assessing and revamping transportation outreach efforts
  - g. Purchasing supplies and paying for services
  - h. Maintaining the bike library
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All K-12 (classroom and OST) costs except contractor staff time and transportation are included in the respective budgets on the budget planning document. An additional \$8,000 of funds are available for the bike library, bike maintenance and allowable event-related expenses. Additional external funds (i.e., grants) may become available for transportation efforts during the contract period and will be made available accordingly. The arrangement for these grants may include the contractor serving as the fiscal agent for the city's application.

## **Reporting**

Classroom and OST reporting for transportation outreach will be consistent with other reporting in those categories. The TOS will use the city's event tracking system to document event outcomes.

## **OUTREACH TRAILERS**

The department has several outreach trailers that will be available for the contractor's use. The contractor will work alongside city staff to develop materials, activities and lessons that can be conducted from the trailer in K-12 and OST settings and (ideally) modified for other settings and audiences.

City staff will be required to transport the trailer. The EE Team will be responsible for coordinating with city staff to schedule the use and transportation of the trailer.

### **Timeline and Target**

Developing materials for the trailer will be an ongoing effort. Its integration in classroom-based units and OST will be consistent with the timelines stated above. Related targets are embedded in the K-12 and OST targets.

### **Budget and Invoicing**

The contractor should account for all expenses related to their use of the outreach trailers. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Lesson and activity supplies related to classroom-based and OST outreach

Contractor-related expenses for the trailer are accounted for in the classroom and OST budgets. The contractor is only responsible for supplies and activities that are central to their efforts. Other trailer-related expenses will be paid for directly by the city.

### **Reporting**

Reporting will be consistent with reporting for K-12 classroom and OST reporting.

## **ASSESSMENT**

The contractor will be responsible for providing multi-level assessment for all aspects of this Scope of Work. Assessment will focus on participant satisfaction and educational outcomes as well as knowledge, attitudes, beliefs and behaviors related to EQPW goals. The contractor will gather feedback from teachers/partners after each lesson/activity and again after the unit is complete. Similarly, students will be assessed at the lesson/activity and unit levels. Additionally, the EE Manager will be responsible for evaluating each member of the EE Team to providing constructive feedback for improvement. The PIE Section Manager and the EE Team will assess the EE Manager. All core contract staff, along with PIE city staff, have the opportunity to assess the PIE Section Manager.

Assuming city funds are available, DES intends to hire an outside consultant to assess the long-term impact of these programs. The contractor will support these efforts.

Generally, assessment should be integrated into all aspects of this Scope, with an eye on constant improvement – increased effectiveness from a department perspective, increased reach, improved educational outcomes and/or reduced burden on teachers and community partners. All programs and assessments should be grounded in research-based best practices.

### **Timeline and Promotion**

Assessment plans should be fully implemented by the spring semester of the 2024-2025 academic year.

### **Targets**

Ideally, 100% of teachers/partners will complete the assessments. Several reminders may need to be sent to encourage completion of the surveys, and care must be taken to make the assessments easy and quick to complete. The contractor should track participation to help us target follow up requests and understand the reliability of the data.

Ultimately, completion of the post-lesson/post-unit assessments may be a requirement for receiving the free service moving forward, though that is not how the evaluation program will be rolled out. This requirement will only become necessary if demand for lessons exceeds the city's ability to provide them with the resources (including contractor time) available.

All core contract staff must be assessed once a year.

### **Budget**

There should not be expenses related to this portion of the Scope of Work outside of contractor time. The city will provide the contractor with access to survey software.

## **Reporting**

All assessment raw data will be provided to the city. An end of year report summarizing the data, coupled with related recommendations, will be presented to the city each June.

At the beginning of each school year, classroom-based and OST partners should receive information on programmatic updates and a summary of how (when applicable) their feedback and student assessments contributed to those changes.



## **APPENDIX A: Position Descriptions and Salary, Benefit Suggestions**

### **Offer Guidance**

Below are suggested guidelines for calculating salary offers above the baseline salary, loosely based on the LFUCG HR processes.

1. The hire rate for a new employee meeting the minimum experience requirements is the entry rate of the salary range to which the job classification is assigned.
2. New employees, whose experience and credentials can be verified, may be placed in the range according to their experience, educational credentials, certifications and other specialized skills.
3. New hiring rates (or re-hires) may consider relevant experience and education that can be verified by Human Resources. Starting salaries may be considered based on:
  - a. Years of relevant experience beyond the minimums
  - b. Years of related education beyond the minimums
4. Special skills, such as fluency in a target language (determined by the top five most spoken languages in Lexington according to [Global Lex](#)), may also be considered when calculating salary offers.

### **Benefits Guidance**

This is a contract with up to four one-year renewal options due to the importance of relationship building. Therefore, minimizing staff turnover is also important. That is why market-appropriate salaries and fair benefits are key to the success of the EE program.

Ideally, the selected contractor will offer versions of the following:

- Medical insurance, including dental and vision
- Paid holidays
- Paid sick leave\*
- Paid vacation leave\*
- Employer retirement contributions
- Overtime or compensatory time (comp time preferred when allowed)
- Family leave policy

\* Paid personal leave in lieu of sick and vacation leave is acceptable.

## Environmental Education Manager Position Description

**Job Overview:** <Contractor> is seeking an enthusiastic individual to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

The Environmental Education (EE) Manager will work closely with the Public Information and Engagement Section Manager to develop, implement and assess a robust, engaging K-12 outreach program in Lexington-Fayette County. Waste management, water quality (stormwater and sanitary sewers), sustainability and transportation are the focal topics for the program. The EE Manager will oversee a team of educators along with a Transportation Outreach Specialist and a Workforce Development Coordinator with the latter two positions having a dual reporting structure. The EE Manager will ensure that educators are trained on the curriculum and field trips for school-based and Out-of-School Time (OST) programs. They will lead teacher professional development, and be responsible for developing key, strategic relationships both at the school and district levels. The EE Manager will support the K-12 outreach efforts of the Transportation Outreach Specialist. They will also support the Workforce Development Coordinator in integrating EQPW careers into the K-12 curriculum and in executing job training opportunities for high school students. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' offices in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at [LexingtonKy.gov/EE](http://LexingtonKy.gov/EE).

*For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.*

### Summary of Essential Job Functions:

- K-12 Environmental Education: develop K-12 school-based curriculum including unit-focused experiences; train staff on curriculum and field trips; ensure staff have the supplies they need to carry out lessons and activities; build direct relationships with Fayette County Public Schools staff related to curriculum and workforce readiness coordination; substitute for education staff when needed
- Teacher Training: plan and lead Teachers' Environmental Academy; develop plan for ongoing engagement with TEA participants; maintain relationships with past TEA participants; recruit new TEA participants; plan and conduct other PD for teachers based on program priorities and strategic opportunities
- Out-of-School Time: develop K-12 OST units including unit-related experiences; train staff on units and field trips; ensure staff have the supplies they need to carry out

activities; build relationships with existing OST programs, particularly those that serve disadvantaged communities; substitute for education staff when needed; manage OST schedule

- Field Trips: develop/review protocols, create (with support of other city staff) signage and “scripts” for field trip sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified; train others to lead field trips; lead some of the field trips; reimburse public schools for buses and substitute teachers
- Intern/Job Shadow program: coordinate with the Workforce Development Coordinator to integrate career development into the K-12 units; facilitate relationships between FCPS and the WDC to help establish a pipeline of students interested in and prepared/ing for EQPW careers; oversee the WDC in the creation and implementation of a job training program for high school students
- Assessment: assess other contractors involved in K-12 outreach on behalf of EQPW; track classroom/OST participation for recognition and reach; evaluate impact and effectiveness of lessons and programs

#### **Required Qualifications:**

- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- Bachelor’s degree **AND** seven years education and/or management experience **OR** a master’s degree in a related field plus five years of education and/or management experience **OR** a PhD plus two years of education and/or management experience
- Minimum 5 years of formal or non-formal teaching experience (in addition to any years used to meet the criteria above); must be identifiable in supplied resume
- Strong understanding of educational standards, curriculum development and assessment
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Dedication to equity in education and outreach
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check

- A valid driver's license and reliable access to a vehicle (educators are responsible for getting to/from school and OST programs); mileage is reimbursed according to the KY state mileage rate

**Desired Qualifications:**

- Program and personnel management experience
- Demonstrated understanding of stormwater, waste management and/or transportation issues
- Experience teaching K-12 grades in a formal or non-formal setting
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development
- High level of comfort riding a bicycle within an urban setting
- Bilingual

**Pay:**

Equivalent to an LFUCG 522 grade with a base pay of \$60,136.96 with adjustments made for experience and skill beyond the minimum

- Maximum potential starting pay is \$75,171.20

**Compensation and Benefits:**

Full-time, exempt position working 40 hours per week.

## Environmental Educator Position (Grade 1) Position Description

**Job Overview:** <Contractor> is seeking an enthusiastic individual to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

The Environmental Educator will work closely with the Environmental Education Manager to implement a robust, engaging K-12 outreach program in Lexington-Fayette County. Waste management, water quality (stormwater and sanitary sewers), sustainability and transportation are the focal topics for the program. The educator will be involved in direct outreach to students, primarily elementary school students, and will be the lead facilitator for many program-related field trips. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' offices in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at [LexingtonKy.gov/EE](http://LexingtonKy.gov/EE).

*For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.*

### Summary of Essential Job Functions:

- School-based Environmental Education: prepare and lead lessons as a part of the units of study in classroom setting, with a focus on elementary school education
- Field Trips: facilitate field trips to sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified
- OST: prepare and lead activities related to the Out of School Time program – both afterschool and summer
- Workforce Development: connect K-12 units to careers, especially careers related to city jobs; work with the Workforce Development Coordinator on career panels, career days and similar opportunities
- School & Teacher Support: assist with school events such as STEM nights; conduct school/classroom waste audits and offer guidance on addressing problems; support after school clubs related to contract objectives (e.g., Green Team, Recycle Club); help with teacher professional development opportunities
- Some evening and weekend work is required

**Required Qualifications:**

- Bachelor's degree **OR** 5 years of environmental education experience **OR** 3 years of environmental education experience and an environmental education certificate
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Dedication to equity in education
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (educators are responsible for getting to/from lessons and programs); mileage is reimbursed <contractor rate>

**Desired Qualifications:**

- Demonstrated understanding of sustainability, sanitary sewer systems, stormwater, waste management and/or transportation
- Experience teaching K-12 grades in a formal setting
- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development
- High level of comfort riding a bicycle within an urban setting
- Bilingual

**Pay:**

Equivalent to an LFUCG 514 grade with a base pay of \$40,703 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is \$50,878.88 (mid-range)

**Compensation and Benefits:**

Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

## Environmental Educator Position (Grade 2) Position Description

**Job Overview:** <Contractor> is seeking an enthusiastic individual to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

The Environmental Educator will work closely with the Environmental Education Manager to develop, implement, and assess a robust, engaging K-12 outreach program in Lexington-Fayette County. Waste management, water quality (stormwater and sanitary sewers), sustainability and transportation are the focal topics for the program. The educator will be involved in direct outreach to students and will be the lead facilitator for many program-related field trips and teacher professional development. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' offices in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at [LexingtonKy.gov/EE](http://LexingtonKy.gov/EE).

*For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.*

### Summary of Essential Job Functions:

- School-based Environmental Education: assist in developing educational units for classroom use; prepare and lead lessons and field trips as a part of the units of study in classroom settings; assess lessons and units at both the teacher and student level
- Field Trips: facilitate field trips to sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified
- OST: assist with the development of the Out of School Time curriculum; prepare and lead OST activities – both afterschool and summer
- Workforce Development: connect K-8 units to careers, especially careers related to city jobs; work with Workforce Development Coordinator on career days and similar opportunities.
- School & Teacher Support: assist with school events such as STEM nights; conduct school/classroom waste audits and offer guidance on addressing problems; support after school clubs related to contract objectives (e.g., Green Team, Recycle Club)
- Teacher Training: (co)lead the Teachers' Environmental Academy, a week-long program aimed to equip classroom teachers with the knowledge and materials to teach about EQPW-related topics in their classrooms; recruit new TEA participants; assist with ongoing engagement of TEA alumni; conduct other PD for teachers based on program priorities

- Some evening and weekend work is required

**Required Qualifications:**

- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- Bachelor’s degree **AND** five years teaching experience **OR** a master’s degree in a related field plus three years of environmental education experience **OR** a PhD
- Minimum 5 years of formal or non-formal teaching experience (in addition to any years used to meet the criteria above); must be identifiable in supplied resume
- Strong understanding of educational standards, curriculum development and assessment
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Dedication to equity in education
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver’s license and reliable access to a vehicle (educators are responsible for getting to/from school and OST programs); mileage is reimbursed according to the KY state mileage rate

**Desired Qualifications:**

- Demonstrated understanding of stormwater, waste management and/or transportation issues
- Experience teaching K-12 grades in a formal setting
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development
- High level of comfort riding a bicycle within an urban setting
- Bilingual

**Pay:**

Equivalent to an LFUCG 518 grade with a base pay of \$49,474.88 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is \$61,844.64



**Compensation and Benefits:**

Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

**NOTE:** The OST Coordinator position description would be similar to an Environmental Educator, Grade 2. However, this may be a part-time position rather than a full-time one (i.e., 20-24 hours/week average).

## Transportation Outreach Specialist Position Description

**Job Overview and Requirements:** <Contractor> is seeking an enthusiastic individual with a passion for our mission to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) and the Lexington Area Metropolitan Planning Organization (LexArea MPO) on their transportation outreach education program.

The Transportation Outreach Specialist will work closely with the Environmental Education Manager to develop, implement and assess a robust, engaging K-12 outreach program for the MPO service area, which includes Lexington-Fayette County and Jessamine County. Most time is spent in Fayette County. Safe cycling and alternative transportation are the focal topics for the program with some attention also given to planning. These K-12 efforts will take place in both school and out-of-school time contexts. The TOS will be involved in direct outreach to students, including leading lessons, field trips, camps and more. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The TOS will also work closely with the Community Outreach Team to plan transportation-related events such as Bike Month, Glow Ride and LCI trainings.

The position will be based in the Division of Environmental Services' office in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at [LexingtonKy.gov/EE](http://LexingtonKy.gov/EE).

*For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.*

### Summary of Essential Job Functions:

- School-based Bicycle Education: serve as the primary educator for school-based and OST bicycle education programs; manage and maintain the bicycle library
- Alternative Transportation Event Planning: plan and execute alternative transportation-focused events for the public such as Hot Chocolate Ride, Bike Month, Streetfest, Cycle September, Glow Ride and LCI trainings
- Camps: lead camps related to bicycle safety
- Safe Streets: lead trail rides for youth and adults as part of broader programming efforts; provide cycling safety lessons in conjunction with Safe Streets-focused events; coordinate with other staff to get bike trailer and lessons to schools
- Teacher Training: assist Environmental Education Manager in facilitating workshops for teachers focused on safe cycling, alternative transportation and planning
- Some evening and weekend work is required

**Required Qualifications:**

- Bachelor's degree **OR** 5 years of transportation outreach experience **OR** 3 years of transportation outreach experience and certification as a League Cycling Instructor
  - Minimum 1 year of formal or non-formal teaching experience; must be identifiable in supplied resume
- High level of comfort riding a bicycle within an urban setting
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Self-directed team player who gets things done
- Dedication to equity in education
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (TOS is responsible for getting to/from school and OST programs); mileage is reimbursed <contractor rate>

**Desired Qualifications:**

- Demonstrated understanding of transportation and planning issues
- High level of comfort riding a bicycle within an urban setting
- Experience teaching K-12 students in a formal or informal setting
- Experience planning large events
- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- League Certified Instructor with the League of American Bicyclists
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in community outreach and education practices
- Bilingual

**Pay:**

Equivalent to an LFUCG 514 grade with a base pay of \$40,703 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is \$50,878.88 (mid-range)

**Compensation and Benefits:**

Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

## Workforce Development Coordinator\*\* Position Description

**Job Overview and Requirements:** <Contractor> is seeking an enthusiastic individual with a passion for our mission to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on workforce development efforts.

The Workforce Development Coordinator will work closely with the Environmental Education Team to facilitate connections between the K-12 curriculum and EQPW jobs, including coordinating career panels, and attending school/district-sponsored career fairs. They will build and oversee a high school job training, shadowship and internship program for EQPW. Waste management, water quality (stormwater and sanitary sewers), and transportation are the focal topics for the program. They will work with the Community Outreach Team to promote jobs and assist with applications at appropriate city or community-sponsored events such as Truck-a-Palooza. The WDC will work with the Marketing Team to develop assets that highlight target career/career paths such as web text, videos and print publications. The WDC will build partnerships with entities offering job training funds, job training courses and career placement services to help bridge those in need of work to the skills necessary to succeed in EQPW jobs.

The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' office in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at [LexingtonKy.gov/EE](http://LexingtonKy.gov/EE).

*For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.*

### Summary of Essential Job Functions:

- School-based workforce development: work with EE staff to connect K-12 units to careers, especially careers related to city jobs; work with EE staff to coordinate career panels; work with Fayette County Public Schools on career days and similar opportunities
- Relationship building: build relationships with FCPS, local colleges and local universities to facilitate the connection of students to EQPW-related careers; build relationships within EQPW to deeply understand the work done, skills needed, workforce development opportunities, and advancement paths available; build relationships with granting, job training and job placement agencies
- High school job training and exploration: develop and coordinate a program for high school students to participate in job training, shadowships and internships with a focus on students from underserved populations; recruit and train city staff members as

partners in the shadow and internships components of the program, providing connections to the full spectrum of jobs within the EQPW; develop and implement guidelines and processes for student and staff participants

- Community outreach: attend city- and community-organized events to promote job opportunities with EQPW; assist interested parties in obtaining necessary training and/or applying for jobs
- Marketing: work with the marketing team or other contractors to design assets that help convey and highlight the careers/careers paths available within EQPW
- Apprenticeship program: develop opportunities for high school graduates and college students/graduates (particularly from underserved populations) to secure an apprenticeship position within the department; develop and implement guidelines for each type of apprenticeship pathway; seek funding for associated training
- Tracking and assessment: provide feedback opportunities for both students and host site staff; make program adjustments accordingly

#### **Required Qualifications:**

- Bachelor's degree **OR** 5 years of workforce development experience **OR** 3 years of workforce development experience and a relevant workforce development certification from an accredited institution
  - Minimum 1 year of workforce development experience
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work with and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers, and elected officials
- Dedication to equity
- Knowledge of culturally relevant strategies for working with youth
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (WDC is responsible for getting to/from school and OST programs); mileage is reimbursed <contractor rate>

#### **Desired Qualifications:**

- Demonstrated understanding of workforce development in public works and/or environmental fields
- Established relationships with job training funding entities and/or job training sites
- Experience seeking, writing and administering grants
- Demonstrated commitment to cultivating diversity and equity in the workforce and to enacting best practices in youth education and development
- Bilingual

**Pay:**

Equivalent to an LFUCG 518 grade with a base pay of \$49,474.88 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is \$61,844.64

**Compensation and Benefits:**

Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

\*\* A coordinator has the experience and ability to complete complex tasks independently in a timely manner while meeting high standards. The need for oversight should be minimal once the staff person is onboarded. If a candidate meeting the coordinator requirements cannot be found, a specialist position may be offered instead.

**Pay:**

Equivalent to an LFUCG 514 grade with a base pay of \$40,703 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is \$50,878.88 (mid-range)