



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #18-2018 Green Check Outreach Specialist** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **June 20, 2017**.

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

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

RFP #18-2018 Green Check Outreach Specialist If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

A pre-proposal meeting will be held at 11:00 am, June 8, 2018, 3rd Floor Purchasing Conference Room, 200 E Main St, Lexington, KY.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

1. Completeness and professionalism of the written proposal. (15 points)
2. Consistency of proposal with the requested Scope of Work. (15 points)
3. Reasonable budget for work requested in Scope/proposed by contractor. (15 points)
4. Specialized experience and competence of the contractor with the type of service required. (15 points)
5. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)
6. Demonstrated familiarity with the details of the project. (15 points)
7. Degree of local employment. (15 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>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 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.

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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 Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$2 million
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

The policies above shall contain the following conditions:

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00471865

Green Check Outreach Specialist

RFP 18-2018

OVERVIEW:

Purpose of Solicitation

The City of Lexington seeks proposals from qualified contractors to serve as the Green Check Outreach Specialist. Green Check recognizes businesses and organizations in Lexington-Fayette County for their green initiatives and helps them expand their sustainability efforts. Specifically, the Outreach Specialist will:

- Recruit and audit new Green Check businesses (8 to 10 per year)
- Renew certifications for businesses due (certification is valid for three years)
- Maintain relationships with current Green Check businesses
- Plan and execute Green Check networking and informational events (minimum of four)
- Plan and carry out the Green Check Recognition Ceremony
- Maintain the Green Check website
- Provide information on Green Check promotional opportunities to the city (i.e., What are the businesses doing and how?)
- Conduct Recycling Education Plan meetings with businesses requesting a recycling dumpster

Background

The Green Check businesses were certified in 2016. Currently, there are 14 certified businesses and 8 businesses in the process of being certified. The program is free, and certification is valid for three years. Members earn certification by completing a Sustainability Scorecard with the help of the Outreach Specialist, who then provides the business a comprehensive report and a sustainability score. Depending on their score, businesses are recognized as a member or as a bronze, silver or gold participant. Recommendations for expanded sustainability efforts are made, and ongoing support is available. The scorecard is designed to meet the needs of businesses and organizations of any size and type. Participating businesses may own or rent their property.

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. Respondents should include budget lines for all related expenses, such as catering for events and tabling to promote the program, in their proposals. Reimbursement will only be provided for expenses directly and fully related to carrying out the environmental

education activities outlined in the RFP. Other expenses, such as office technology and professional development for the contractor's staff, should be reflected in the hourly rate charged for staff time as part of the contractor's overhead costs. The contractor will not be reimbursed for any expenses or activities not directly and fully related to the scope of work outlined in this RFP unless approved in advance by the city's contract manager.

The total cost for responses should not exceed \$90,000. If the respondent believes they cannot complete the scope of work outlined in the RFP within that budget, they should submit a complete proposal that reflects the full budget required for the requested work. The respondent has the option of identifying which component(s) of the requested work they would omit in order to meet the budget, with an explanation of why they recommend cutting the identified activity(s). Ultimately, the city will work with the selected contractor to finalize the scope of work within the constraints of the budget.

Invoicing and Reporting

The selected contractor should invoice the city monthly. Each invoice shall be accompanied by an activity report. Proposal budget and invoice templates are provided within this RFP. Respondents should use the budget template when presenting their proposed budget. A report template and checklist is also provided. The invoice template, report template and report checklist may be modified by mutual agreement between the contractor and the city's contract manager. Receipts for supplies must be submitted with invoices. Travel logs should be kept, and may be requested by the city at any point.

PROPOSAL GUIDELINES:

Desired Qualifications

- Demonstrated understanding of green business and building practices; ideally trained or certified in those topics (e.g., LEED-certified)
- Proven record of strong communication practices, including regular updates of a website and/or social media platforms
- Ability to follow through on multiple tasks, meet deadlines and produce a high quality product
- Strong relationships with businesses and business leaders in Lexington-Fayette County
- Event management experience
- Willingness to expend contract hours in accordance with LFUCG priorities, as outlined in the Scope of Work
- High level of professionalism

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, shall also be provided if applicable.

2. Provide a **staff profile** that describes the experience of the employee who would serve as the Green Check Outreach Specialist. Focus on his/her experience as it relates to the proposed type of work. Include resumes for key staff assigned to the project, including managers who would oversee the Outreach Specialist.
3. Provide a **portfolio** of projects and references on similar projects from the last five (5) years.
4. Describe the contractor's proposed **approach** for the specific tasks outlined in this Scope of Work, including the contractor's demonstrated ability to perform the required Scope, challenges that are anticipated to successful completion of the Scope and an overview of how the contractor would propose to overcome those challenges. Be sure to address all major tasks associated with the Green Check program, including participant recruitment, event planning and participant promotion.
5. Discuss, with justification, any **proposed modifications to the Scope** that could enhance program outcomes.
6. 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. If a contractor would like to present multiple options on how to approach the Scope, multiple financial proposals may be submitted. Make it clear which approach pairs with which financial proposal.
7. Provide any additional relevant information the submitter would like to include, not explicitly requested in this RFP.

Rubric

- Completeness and professionalism of the written proposal. (15 points)
- Consistency of proposal with the requested Scope of Work. (15 points)
- Reasonable budget for work requested in Scope/proposed by contractor. (15 points)
- Specialized experience and competence of the contractor with the type of service required. (15 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)
- Demonstrated familiarity with the details of the project. (15 points)
- Degree of local employment. (15 points)

CONTRACT TERMS:

1. The Scope of Work is intended to be a comprehensive description of work allowed under the resulting contract. However, EQPW or the contractor may suggest additions or deletions to the scope to enhance project outcomes and fulfill project goals. EQPW must agree to any contractor-suggested changes through written permission (email or letter) from the city's contract manager.
2. This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to LFUCG should be sent to the Division of Central Purchasing.
3. Should the Outreach Specialist responsible for the Green Check program leave the business or organization awarded this contract, the contract will be terminated unless a replacement Outreach Specialist with similar or greater experience/training can be found within 45 days. Ultimately, staffing changes must be approved by the city's contract manager.
4. EQPW reserves the right to reject any or all of the bids for failure to provide complete information related to all proposal requirements.
5. EQPW reserves the right to award or reject any portions of the bid.
6. EQPW intends to award a one (1) year contract, with an option for one, automatic one-year renewal based on funding availability and mutual agreement by both parties. It is anticipated that the term of this agreement will be effective through June 30, 2019, assuming a contract start date in July 2018, pending Urban County Council approval.

SCOPE OF WORK:

GENERAL TASKS

Project Management

The selected contractor shall provide project management services to ensure fulfillment of the scope on schedule and within budget. A contract manager from the city will be identified. This person will serve as the single point of contact for all aspects of the contract.

The business or organization awarded this contract will identify a single individual to serve as the Green Check Outreach Specialist.

Meetings

The Outreach Specialist will attend regular meetings (approximately one to two times per month) with EQPW's Public Information and Engagement staff to provide updates on tasks completed and work in progress. Additional task-specific meetings may also be required. The Outreach Specialist has the option to work part or full-time out of LFUCG offices in order to better collaborate with city staff. The Outreach Specialist will also provide a year-end summary presentation to key city staff in mid to late June.

Attribution and Review

When engaged in Green Check work, the contractor shall make all reasonable efforts to communicate that the program is a city-provided service. If the Outreach Specialist wears gear (shirts, jackets, etc.) with the contractor brand when conducting contract-related outreach, the gear must be co-branded with the city logo as approved by the city contract manager. The budget for contractor proposals should take the cost of this gear into account; the city will not purchase gear for the selected contractor.

When presenting the program, all parties will describe Green Check as “a program of the City of Lexington.” Materials should include the Green Check and/or city logo provided to the contractor by the city contract manager. Some materials will be created by the city and provided to the contractor for production or in printed format. (See SOW and Materials Summary for details.)

Content and specifications (e.g., paper type, ad buy details, etc.) for all contractor-created Green Check materials distributed to businesses or the public, whether online or in print, must be approved by the city contract manager in advance. Materials should be provided to the city contract manager allowing for a minimum five day turn-around. Preferably, the city contract manager will be given advance notice that the materials will be submitted for review so that s/he can schedule a time to do so. More lead time may be required during especially busy times of year (i.e., spring) if such notice is not made.

RECRUITING NEW BUSINESSES

The selected contractor shall recruit 8 to 10 new Green Check participants each year, representing a diversity of businesses. Businesses must be located in Lexington-Fayette County. Participating businesses can be a local branch of a regional or national chain or a Lexington-based business. Businesses may rent or own their property. All types and sizes of businesses are welcome.

Recruitment may occur through paid ads (digital or print), social media outlets, tabling at appropriate conferences, the Green Check networking and educational events (details below), etc. EQPW will provide a Green Check table cloth and display. The brochure will be created by EQPW, but the contractor will pay for printing. Other Green Check promotional items (pens, post-it notes, etc.), if used, should be purchased through this contract, though the designs and specs must be approved by the city contract manager. Paid ads, conference registration and other expenses should be covered by the contractor, though the city contract manager should approve the item/event prior to purchase. Social media ads should originate from the city’s Live Green Lexington platforms and/or the Green Check Sustainable Business Network LinkedIn Group. The contractor and participating businesses are encouraged to share them. The city will cover the cost of ads placed through the Live Green Lexington platforms.

Interested businesses must apply using the application form at LexingtonKY.gov/GreenCheck. The contractor will recommend new enrollees to the city. The city contract manager will have the final decision on which businesses are accepted. The application form and/or process may be amended by mutual agreement of the contractor and the city contract manager.

A proposed recruitment plan should be included in the contractor's response to this RFP.

Timeline

Recruitment should take place throughout the year with a draft recruitment plan presented to the city contract manager by mid-July. The plan should be finalized no later than mid-August, though adjustments may be made as opportunities present themselves (e.g., conferences for tabling). Green Check applications will be reviewed in the fall each year, with new businesses selected no later than December 1.

SUSTAINABILITY AUDITS and REPORTS

New businesses must earn the certification by completing a sustainability audit (using the Sustainability Scorecard) with the help of the Outreach Specialist, who will then provide a sustainability score along with a comprehensive Sustainability Report.

Depending on their score, businesses are recognized as a member or as a bronze, silver or gold participant. There are minimum requirements for businesses to receive certification, even at the member level. The Outreach Specialist will help an interested business achieve certification at whichever level they desire, though it may take several years for a business to move to a higher status.

The selected contractor will also assist certified businesses in maintaining their status by updating their sustainability audit every three (3) years. Businesses that wish to upgrade their certification may choose to complete an audit before their required renewal period. The first round of renewals must be completed by the 2019 award ceremony to keep the 2016 business certifications current. Six businesses are due for renewal in 2019. The process for renewal is the same as the certification process for new businesses.

Best practices identified through the audit process should be featured on the Green Check website in the business' profile and through the blog, as well as provided to the city's contract manager in formats that can be shared through social media (e.g., short videos, photos with short descriptions, etc.).

Content

The selected contractor shall use the provided Green Check Sustainability Scorecard and a similar template to the Sustainability Reports found at www.LexingtonKY.gov/GreenCheck. The Scorecard and/or report template may be modified by mutual agreement between the contractor and the city contract manager. Changes must be agreed to in writing.

Timeline

All audits for the year, new and renewals, should be complete by June 30 each year. The contractor will complete the audits on a schedule as they see fit to meet the targets outlined in this RFP (i.e., 8-10 new businesses; updating audits for businesses that are currently certified to keep them active in the program).

Sustainability reports should be provided to the businesses within two weeks of completing the audit. Final sustainability reports should be uploaded to the Green Check website as part of each business' profile within two weeks of providing it to the business.

Information on best practices should be provided to the city throughout the process to ensure there is shareable information available year-round.

ONGOING SUPPORT

The selected contractor will actively assist Green Check businesses in achieving sustainability improvements. This support may be offered to help new businesses meet minimum member requirements or to assist current businesses in new initiatives that may improve their Sustainability Score on a future audit. Support may take the form of employee workshops, policy or procedure templates, business-specific signage, displays, etc. The EQPW Public Information and Engagement section will provide materials such as fats, oils and grease (FOG), flushable and/or recycling signage, display materials, handouts for workshops and other Live Green Lexington branded items. If the Outreach Specialist would like to offer materials that are not currently available, s/he should work with EQPW to determine what materials are needed and who will create and purchase them. In general, materials specific to the Green Check businesses should be purchased through this contract; materials that would have a broader application may be created and purchased by EQPW.

At minimum, the Outreach Specialist should check in with all Green Check businesses twice per year, not including invitations to the networking and educational sessions. Support may be requested by a business at any time. Or, the support may be offered in response to a conversation that happens as a result of one of the check-ins.

Content

The ongoing support should directly relate to items covered by the Sustainability Scorecard.

Timeline

The contractor will offer support to Green Check businesses throughout the contract period.

NETWORKING and INFORMATIONAL EVENTS

The Outreach Specialist will coordinate a minimum of four networking and informational sessions. These events will target current Green Check participants as well as other businesses

interested in sustainable practices, even those not currently ready to jump into the Green Check program.

The purpose of these events is threefold:

1. Highlight and engage current participants.
2. Facilitate networking among environmentally-minded business leaders.
3. Provide practical, proven information on green business practices to any business in Lexington-Fayette County.

These sessions may also assist with recruiting businesses for future years.

The Outreach Specialist will plan and promote these events. Planning includes identifying a topic of interest, recruiting speakers (often from a Green Check business or the city), securing the venue, providing food and beverage and anything else needed to make the event a success. The goal is to have a minimum of 20 participants representing at least 12 businesses at each event.

Promotional costs should be covered by the contract, though the city contract manager must approve ads before they are placed. Social media ads should be placed through the city's Live Green Lexington platforms and/or the Green Check Sustainable Business Network LinkedIn Group.

The events will be free to Lexington-Fayette business representatives. Tickets will be managed through EventBrite or a similar website.

The City of Lexington will be listed as the hosting organization for all networking and information events on promotional materials and the ticket site. Businesses and organizations that want to co-host by offering space, financial support, in-kind donations, promotional support or similar are welcome.

Content

Topics of the networking and informational events should be in keeping with those covered by the Sustainability Scorecard. Topics that will draw in a diverse group of Green Check and non-Green Check businesses should be given priority.

Timeline

All four (or more) networking and educational sessions should be complete by June 30 each year. The contractor can schedule these sessions as they see fit to meet the targets outlined in this RFP. However, a draft schedule of sessions should be presented to the city contract manager by mid-August, and the schedule, topics and locations for the year should be finalized before the Green Check Recognition Ceremony in September (details below).

Targeted promotion for each event should begin 4 to 6 weeks out, with the full schedule of events available at www.LexingtonKY.gov/GreenCheck as soon as it is finalized.

RECOGNITION

The Outreach Specialist will plan and execute a recognition ceremony for businesses who completed their Green Check (re)certification during the preceding year. All Green Check certified businesses will be invited, as will businesses who have expressed interest in the program.

The ceremony should be held at a new enrollees' office, with tours highlighting their sustainable efforts available after the ceremony. Beverages and light snacks should be available. Email invitations are acceptable. Registration should be managed through EventBrite or a similar website. Each business will receive a plaque, window clings for their storefront(s) and/or vehicle(s), and brag sheets highlighting their sustainable practices. The contractor will order and pay for the plaques and brag sheets which will be the same or similar to what has been provided in the past. A photograph of the 2017 recipients with their awards can be found at the top of the Apply page at LexingtonKY.gov/GreenCheck. Those awards were purchased at a cost of approximately \$100 each. The brag sheets will be provided in two formats, 11x17 posters that the business can hang and 5.5x8.5 postcards that customers can take with them. The city will provide templates for creating the awards and brag sheets in InDesign or Illustrator; the city contract manager will approve them before they are ordered. The city will provide the window clings and a photographer to take group and individual business photos.

In addition to the ceremony, the (re)certified businesses will be recognized with media – a press release, social media posts and paid ads. The Outreach Specialist will draft a press release that the city will distribute. Throughout the contract period, the Outreach Specialist will provide social media friendly content (still images, short videos, short text) on each of the business' sustainable practices that can be used on the Live Green Lexington platforms. The city will share information on individual businesses leading up to the award ceremony, and will post about the award ceremony once it is over. The contractor will purchase ads promoting the newly (re)certified businesses. At minimum there will be two print ads, two web banner ads and radio ads on two stations for a minimum of one week. As the number of businesses recognized increases, multiple ads may need to be purchased for each of these outlets; a list of 14-16 businesses in one small print ad or short audio ad would be ineffective. A proposed recognition plan should be included in the contractor's response to this RFP.

The recognition plan may be altered by mutual agreement between the Outreach Specialist and the city contract manager. Changes must be agreed to in writing.

Content

The ceremony will start with a statement of welcome from a representative of the host business and the Outreach Specialist. Then, the Commissioner of Environmental Quality and Public Works or other city official will make a brief statement before distributing awards. Each Green Check business being recognized will have time (approximately 3 minutes) to make a statement about why they chose to participate, what they found helpful and/or what they've achieved/hope to achieve in the future.

Timeline

The event is held during the work week in September each year. Traditionally, the event is held on a Thursday starting around 3pm with tours of the host site available following the tour. In 2018, the ceremony will be held on September 20.

PROGRAM COMMUNICATION

The Outreach Specialist will work closely with the city to effectively communicate with program participants, potential participants, Lexington businesses interested in sustainable practices (but not necessarily the Green Check program) and the general public.

Website

The Outreach Specialist will be responsible for creating and uploading content to the Green Check website. Businesses selected for Green Check should be added to the site within 30 days. Reports should be updated using the schedule outlined in the Sustainability Audits and Reports section. Resources that would be helpful to Lexington businesses interested in sustainable practices should be added to the resource page as they are discovered. Resources may need to be created if an unmet need is discovered through conversations with engaged businesses. The Outreach Specialist will work with the city contract manager to determine which entity is best positioned to create the resource. The blog should be updated at least monthly. The city will promote blog posts via Live Green Lexington social media outlets once the Outreach Specialist has informed the city contract manager a new article is available. The Outreach Specialist should share a link to the blog on the Green Check LinkedIn group. The contact section of the website should include the Outreach Specialist's name and phone number with GreenCheck@LexingtonKY.gov as the email address.

The alias www.LexingtonKY.gov/GreenCheck will be the web address included in all communications about the program, though the primary address is www.greenchecklex.org. The city contract manager may request changes to content, format or layout if s/he deems that such changes are in the best interest of the program.

Email

GreenCheck@LexingtonKY.gov will be the contact email address listed on all official Green Check documents. The Outreach Specialist will be responsible for responding to emails sent to that address. The city contract manager should be copied on all initial responses.

Photographs and Videos

The Outreach Specialist is encouraged to capture still photos and short videos showing Green Check businesses' best practices in action. As the audit is being completed, the contractor should coordinate with the city contract manager to determine which features to highlight at each business with high quality stills, high quality short videos and longer form videos. The city will provide photographers and videographers for this purpose. The stills and short form videos will be shared via the Live Green Lexington social media outlets as well as the Green Check LinkedIn group.

Social Media

The Live Green Lexington outlets and the Green Check Sustainable Business Network Group on LinkedIn will serve as the primary social media outlets for Green Check. The city will manage the Live Green Lexington outlets and pay for ads/boosted posts placed there, up to \$300. The Outreach Specialist will manage the LinkedIn group. The Outreach Specialist will provide content for all outlets throughout the year, along with social media handles for the businesses involved. The contracted agency is encouraged to share these posts if they have social media accounts. The Outreach Specialist should communicate with businesses when they are featured, and encourage them to share the posts as well.

Timeline

There should be monthly updates to the website and regular (at least monthly) posts to the LinkedIn Group. A summary of website metrics (number of: visitors, unique visitors, visitors to the blog, etc.) should be submitted with the monthly report. Each month, content for at least one post/tweet should be provided to the city contract manager for the Live Green Lexington social media outlets. Email inquiries should be responded to in a timely manner, ideally within a day. Photographs and videos of all businesses receiving (re)certification in September should be complete by June 30.

RECYCLING EDUCATION PLANS

The Green Check Outreach Specialist will meet with all businesses requesting a recycling dumpster permit to discuss the permit process and develop a Recycling Education Plan (REP). This can also serve as an opportunity to promote the Green Check program. The Outreach Specialist will give the business recycling flyers, dumpster stickers and labels for recycling bins. These materials will be provided by the city. If business-specific flyers would be helpful, the city will work with the Outreach Specialist to create them. The recycling education plan will be provided to the city's contract manager and contacts in the Division of Waste Management. A

copy should also be emailed to the business contact with whom the Outreach Specialist met. The Recycling Education Plan meetings take approximately 30 minutes, and it is estimated that 50-60 businesses request recycling dumpster permits each year.

Other outreach services requested by businesses should be referred to the city.

Timeline

Recycling Education Plan meetings will happen as they are requested. The Outreach Specialist should contact the business requesting the recycling dumpster within three (3) business days of being notified of the request. The Recycling Education Plan should be emailed to all appropriate parties within three (3) business days of the REP meeting.

Green Check Report Checklist:

Along with the monthly invoice, provide the following for the invoice period:

- List of contacts with businesses (use activity report form)
- Digital copies of Sustainability Scorecards completed
- Digital copies of Sustainability Reports finalized
- Photographs (optional: and videos) of best practices utilized by GC businesses
- Suggested social media content for the upcoming month
- List of promotional activities (use activity report form)
- Copies of active ads
 - Radio: final text and airing dates/plan
 - Print ads: hard copies and digital scans of the final version along with information on when and where they ran
 - Online ads: digital capture of final copy along with details on where and when they ran
 - LinkedIn posts: digital capture of content and responses
- Summary of updates to the website (use activity report form)
- Summary of website metrics (# of visitors, # of unique visitors, # of visitors to the blog, etc.)
- Updated Green Check business summary (use activity report form)
- Updated Recycling Education Plan Summary (use activity form)
- Invoices or receipts for all purchased items

Payment will not be issued until all required information and documents are provided to the city contract manager.

Green Check Budget Proposal

RFP: # xx - 2018

Add extra rows as needed. Please provide rates and antipated unit numbers. Number of units should be estimated for all staff time and transportation rows. For other categories, you may provide an overall estimated spend.

General Tasks

Expense	Unit Rate	# of Units	Line Total
staff time (meeting w/ city, reporting)			0
transportation			0
co-branded gear			
other: _____			0

General Tasks Total **0**

Recruiting New Businesses

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
promotional costs (ads)			0
conference tabling			0
Green Check brochure printing			0
Green Check swag			0
other: _____			0

Recruiting New Business Total **0**

Sustainability Audits & Reports

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
other: _____			0

Sustainability Audits & Reports Total **0**

Ongoing Support

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
outreach materials			0
other: _____			0

Ongoing Support Total **0**

Networking & Informational Events

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0

venue rental			
food & beverage			
promotional costs (ads)			
other: _____			0

Networking & Informational Events Total 0

Recognition

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
food & beverage			
awards			
brag sheets			
promotional costs (ads)			
other: _____			0

Networking & Informational Events Total 0

Program Communication

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
other: _____			0

Program Communication Total 0

Recycling Education Plans

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
other: _____			0

Recycling Education Plan Total 0

Proposal Totals

Area	Cost
General Tasks	0
Recruiting New Businesses	0
Sustainability Audits & Reports	0
Ongoing Support	0
Networking & Informational Events	0
Recognition	0
Program Communication	0
Recycling Education Plans	0
Proposal Total	0

Green Check Invoice

Date:

PO #:

Period Covered by Invoice:

Add extra rows as needed. Invoices or receipts should be provided for all expenses marked with an *.

General Tasks

Expense	Unit Rate	# of Units	Line Total
staff time (meeting w/ city, reporting)			0
transportation			0
co-branded gear*			0
other: _____			0
General Tasks Total			0

Recruiting New Businesses

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
promotional costs (ads)*			0
conference tabling*			0
Green Check brochure printing*			0
Green Check swag*			0
other: _____			0
Recruiting New Business Total			0

Sustainability Audits & Reports

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
other: _____			0
Sustainability Audits & Reports Total			0

Ongoing Support

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
outreach materials*			0
other: _____			0
Ongoing Support Total			0

Networking & Informational Events

Expense	Unit Rate	# of Units	Line Total
staff time			0

transportation			0
venue rental*			0
food & beverage*			0
promotional costs (ads)*			0
other: _____			0

Networking & Informational Events Total 0

Recognition

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
food & beverage*			0
awards*			0
brag sheets*			0
promotional costs (ads)*			0
other: _____			0

Networking & Informational Events Total 0

Program Communication

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
other: _____			0

Program Communication Total 0

Recycling Education Plans

Expense	Unit Rate	# of Units	Line Total
staff time			0
transportation			0
other: _____			0

Recycling Education Plan Total 0

Totals

Tasks	Cost
General Tasks	0
Recruiting New Businesses	0
Sustainability Audits & Reports	0
Ongoing Support	0
Networking & Informational Events	0
Recognition	0
Program Communication	0
Recycling Education Plans	0

Invoice Total

0

Green Check Materials Summary Sheet

RFP # 18 - 2018

This is a summary of promotional materials relevant to the Green Check contract. All materials produced by the contractor must receive approval from the city contract manager before they are ordered.

LGL = Live Green Lexington

Material	Who produces?	Who purchases?
LGL branded gear for Outreach Specialist	contractor	contractor
Paid ads, except those run through LGL social media platforms	contractor	contractor
Paid ads, LGL social media platforms	contractor provides content, city produces post/Tweet	city
Unpaid LGL social media platforms	contractor provides content, city produces post/Tweet	na
Unpaid social media, LinkedIn group	contractor	na
press releases	contractor provides draft, city distributes	na
Green Check tablecloth	city	city
Green Check display	city	city
program brochures	city	contractor
Green Check swag (e.g., pens, Post-It notes, etc.)	contractor	contractor
award plaques	contractor using template provided by the city	contractor
window clings	city	city
brag sheets	contractor using template provided by the city	contractor
recycling flyers	city	city
dumpster stickers	city	city
Fats, Oils & Grease (FOG) & flushable signage	city	city
business-specific signage	city working with contractor	businesses can print their own
other outreach materials: general use	city	city
other outreach materials: Green Check specific	contractor	contractor

WHY?

The Green Check network connects Lexington business owners and managers, and provides the following benefits:

- + Assistance completing comprehensive Green Check Sustainability Scorecard
- + Comprehensive sustainability report based on scorecard findings
- + Sustained support and resources for advancing green initiatives
- + Profile on Green Check website
- + Marketing and branding materials to advertise Green Check membership, including logos, window seals and press materials



Green Check is funded by Lexington's Department of Environmental Quality and Public Works and is managed by Bluegrass Greensource.

CONTACT

859.266.1572
LexingtonKY.gov/GreenCheck
GreenCheck@LexingtonKY.gov
f t i @LiveGreenLex



a sustainable business program of the City of Lexington



WHAT?

GREEN CHECK IS A CERTIFICATION PROGRAM THAT RECOGNIZES BUSINESSES FOR THEIR GREEN INITIATIVES AND HELPS THEM EXPAND THEIR SUSTAINABILITY EFFORTS.



Members earn a specific designation based on a sustainability scorecard completed with help from Green Check staff.

WHO?

Any business or organization in Fayette County may participate. Participants represent a variety of sectors, including:

- + food service
- + retail
- + manufacturing
- + non-profit

Green Check accounts for circumstances, such as owned or leased property, to ensure a fair process and useful outcomes.

CURRENT MEMBERS:

SILVER
+ Klausling Group
+ Lexmark
+ Ross Tarrant Architects

BRONZE
+ Broomwagon Bikes & Coffee
+ Living Arts & Science Center
+ Meadowthorpe Laundromat

MEMBER
+ Bullhorn Creative
+ Crank & Boom Ice Cream
+ Good Foods Coop
+ Habitat for Humanity
+ Integrity IT
+ Trane
+ Wrap Me Day Spa
+ Wrigley Media Group

HOW?

Members earn their certification by completing a Sustainability Scorecard with the help of Green Check staff.

The Scorecard provides a comprehensive sustainability score, establishing participants as either a Member, Bronze, Silver or Gold participant. Certification is valid for three years.





a silver-rated green check partner



.01 WHAT IS GREEN CHECK?

Green Check is a certification program that recognizes businesses and organizations in Fayette County for their green initiatives and helps them expand their sustainability efforts.

.02 SUSTAINABILITY AT KLAUSING

400 square foot green roof



Composts in partnership with Seedleaf

4,200 gallon capacity system that catches rainwater for use in planting beds on-site and for clients' plants

50% minimum amount of office paper replaced with post-consumer recycled paper



Installed Energy Star rated windows in all spaces that use heating and air conditioning



Adopted policies for sustainable practices and provides relevant training for all employees annually



Includes sustainable landscaping practices in monthly newsletter to clients

.03 LOOKING AHEAD



Conduct waste audit



Install high-efficiency faucets in all restrooms

Become a member today: GreenCheck@LexingtonKY.gov | 859.266.1572



LEXINGTON | GREEN CHECK

[f](#) [@](#) [@LiveGreenLex](#)

LexingtonKY.gov/GreenCheck



Recognition ceremony 2017

FOG CLOGS

Never pour Fats, Oils or Grease down the drain.



LEXINGTON
Live Green

LexCall 311
LexingtonKY.gov/FOG

Why is FOG a problem?

FOG clogs household and sanitary sewer pipes. Clogged pipes can lead to backups in your house and sanitary sewer overflows. **You can protect your pipes and reduce sanitary sewer overflows by properly disposing of FOG.**



Pipe clogged with FOG



Sanitary sewer overflow

Report sanitary sewer overflows by calling LexCall 311 or (859) 425-2255.

What is FOG?

- + Meat fats
- + Sauces and dressings
- + Cooking oil
- + Shortening
- + Dairy products
- + Butter
- + Frying oil
- + Margarine
- + Lard

What to do:

- + Pour FOG into a sealable container (ex. empty glass salsa jar). Allow it to cool in the fridge or freezer. Dispose of solidified FOG in the trash.
- + Scrape food scraps into the trash.
- + Wipe cookware and dishes with a paper towel before washing to remove FOG.
- + Limit using your garbage disposal. Grinding food up does not eliminate FOG.
- + Place strainers in your sink to catch food.

FOG = Fats, Oils and Grease

Example FOG outreach - also available in Spanish



mixed recycling

ONLY RECYCLE THESE ITEMS

Recycling is local. Lexington accepts the following:



Plastic screwtop bottles and jugs



Glass bottles and jars



Aluminum and steel cans



Mixed paper



Cardboard



Paperboard
(Not packaging for refrigerated/frozen goods)

DO NOT BAG RECYCLABLES.

NO FOOD, TRASH, LIQUIDS OR PLASTIC BAGS.



#RecycleRightLex
LexingtonKY.gov/Recycle

General recycling flyer - also available in Spanish, French, Arabic, Mandarin and Swahili.



yard waste

ONLY PLACE PLANT MATERIAL IN THE GRAY YARD WASTE CART



Sticks, branches and brush
(4 ft. max. length)



Plant clippings



Leaves



Grass clippings



Place excess yard waste
in paper yard waste bags.



Tie excess branches into bundles.
4 feet max. length and
max. 50 lbs. per bundle.

Set paper yard waste bags and bundles at the curb on your regular collection day.

NO TRASH. NO PLASTIC BAGS.



LEXINGTON
Live Green

LexingtonKY.gov/YardWaste

General yard waste flyer - also available in Spanish, French, Arabic, Mandarin and Swahili.



mixed recycling

reciclaje mezclado



@LiveGreenLex
#RecycleRightLex

LexingtonKY.gov/Recycle
LexCall 311 | 859.425.2255



LEXINGTON
Live Green

RECYCLING IS LOCAL. ONLY RECYCLE THESE ITEMS IN LEXINGTON:

EL RECICLAJE ES LOCAL. SÓLO RECICLE ESTOS ARTÍCULOS EN LEXINGTON:



Plastic screwtop bottles + jugs

Glass bottles + jars

Aluminum + steel cans

Mixed paper

Cardboard

Paperboard
(Not packaging for refrigerated/frozen goods)

DO NOT BAG RECYCLABLES. NO FOOD, TRASH, LIQUIDS OR PLASTIC BAGS.

NO PONGA EN BOLSAS LOS MATERIALES RECICLABLES. NO INCLUYA COMIDA, BASURA, LÍQUIDOS NI BOLSAS DE PLÁSTICO.



yard waste

desechos de jardín



@LiveGreenLex

LexingtonKY.gov/YardWaste
LexCall 311 | 859.425.2255



LEXINGTON
Live Green

ONLY PLACE PLANT MATERIAL IN THE GRAY YARD WASTE CART:

SÓLO PONGA MATERIAL VEGETAL EN EL BASURERO GRIS DE DESECHOS DE JARDÍN:



Sticks, branches and brush
(4 ft. max. length)

Palos, ramas y malezas
(4 pies longitud máxima)



Plant clippings

Recortes de plantas



Leaves

Hojas



Grass clippings

Recortes de césped

NO TRASH. NO PLASTIC BAGS.

NO PONGA BASURA. NO PONGA BOLSAS PLÁSTICAS.



trash

basura



@LiveGreenLex

LexingtonKY.gov/Trash
LexCall 311 | 859.425.2255



LEXINGTON
Live Green

PLACE CARTS 3 FEET APART.

Deje al menos 3 pies entre cada basurero y otros objetos.

DO NOT BLOCK CARTS WITH CARS OR OTHER OBJECTS.

No bloquee basureros con autos u otros objetos estacionarios.

BAG ALL TRASH.

Ponga toda la basura en bolsas.

DO NOT PLACE THESE ITEMS IN THE GREEN TRASH CART:

No coloque estos articulos en el basurero verde:

- X Ashes, charcoal or other hot material
- X Paint
- X Solvents
- X Flammable liquids
- X Household hazardous waste
- X Cenizas, carbon u otro material caliente
- X Pinturas
- X Solventes
- X Líquidos inflamables
- X Desechos domesticos peligrosos

Visit LexingtonKY.gov/Trash or call LexCall 311 for proper disposal information.

Visite LexingtonKY.gov/Trash o llame a LexCall 311 para información de eliminación adecuada.

Labels for curbside waste carts



Recycling refrigerator magnet



Office bin label



Recycling dumpster label

ELECTRONICS RECYCLING

Dispose of residential electronic waste for free at Lexington's Electronics Recycling Center. Never place electronics in your blue recycling cart; they can damage equipment at the recycling center.

ACCEPTABLE ITEMS

- + Computers (desktop, laptop, tablet)
- + Printers, copiers and toner
- + Cell Phones
- + Microwave ovens
- + Televisions and monitors
- + CDs, DVDs and their cases
- + VCRs and VHS tapes
- + Ceiling fans/light fixtures
- + Audiovisual equipment
- + Small corded electrical items (toasters, hair dryers, radios)
- + Extension cords
- + Holiday string lights
- + Fluorescent light tubes
- + Video game consoles
- + Rechargeable batteries
- + Electric tools

UNACCEPTABLE ITEMS

- + Compact fluorescent light bulbs (CFLs)
- + Items that are not structurally intact, such as TVs with broken screens
- + Automotive and other lead acid batteries
- + Hazardous waste
- + Gas powered tools/equipment

HOURS + LOCATION

1306 Versailles Road

Mon., Tues., Thurs. and Fri.: 8 a.m. - 4 p.m.

Wed.: 12 p.m. - 4 p.m.

Sat.: 8 a.m. - 12 p.m.

*Fayette County residents only.
No businesses, please.*



#RecycleRightLex
LexingtonKY.gov/EWaste

eWaste flyer - also available in Spanish, French, Arabic, Mandarin and Swahili

Be a team player. Just add toilet paper.



Wet-wipes, hygiene products, and paper towels clog pipes.
Dispose of these items in a trashcan.



LexingtonKY.gov/LiveGreen

Example flushable outreach