PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 22 day of June 2026 (the "Execution Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **STABLE RECOVERY, INC.**, a 501(c)(3) nonprofit organization, ("Organization") with offices located at 321 Hummingbird Lane, Lexington, KY 40503.

WITNESSETH

WHEREAS, it is the public policy of the Lexington-Fayette Urban County Government to encourage, promote, and support economic development, new job training, and job placement for the public purposes of providing employment opportunities for its residents and alleviating conditions of unemployment and poverty; and

WHEREAS, LFUCG solicited Requests for Proposals (RFP) from organizations to provide workforce and development services through RFP #15-2026 Economic and Workforce Development; and

WHEREAS, the Organization submitted a proposal which was deemed by LFUCG to be one of the best and most responsive proposals to implement the services;

WHEREAS, the Organization has agreed to commit to assisting a minimum of at least twenty-five (25) individuals in job training and placement and in finding, obtaining, and keeping gainful employment; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

"Workforce Development Manager" shall be the Workforce Development Manager of the Lexington-Fayette Urban County Government or its equivalent.

2. EFFECTIVE DATE; TERM. This Agreement shall commence on July 1, 2026 (the "Effective Date") and shall last until June 30, 2027 (the "Term") unless terminated by LFUCG at an earlier time.

3. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" –	RFP #15-2026, Economic and Workforce Development
b. Exhibit "B" –	Organization's Response to RFP #15-2026
c. Exhibit "C" –	Program Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

4. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

a. Organization shall provide these Services to a minimum of twenty-five (25) separate individuals. By the end of the Term, at least twenty-five (25) individuals shall be trained and placed into employment by Organization as provided by this Agreement. Organization understands and agrees that, as a condition of receiving Funds under this Agreement, it will train and place at least twenty-five (25) individuals into employment within the Term.

b. Organization understands and agrees that at least seventy-five percent (75%) of those served shall either be Fayette County residents or must find employment in Fayette County. Failure to meet this requirement may result in intervention by LFUCG's Chief Development Officer, repayment of Funds, and may have a significant impact on future funding.

c. The individuals served pursuant to this Agreement must be different from those served in previous Purchase of Service Agreements under LFUCG's Workforce Development Grant program. Participants served by multiple organizations with money provided under this government program may only be counted by one organization.

d. Any alteration in the duties and services provided herein constitutes an amendment to this Agreement and must be in writing, via email, and approved by the Economic Development Investment Board and the Urban County Council. Organization represents that the services specified in the Exhibits would not have been delivered to these participants without the Funds provided in this Agreement and understands that the Government is relying upon this representation as a condition of providing the Funds.

5. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) ("Funds") for the performance of the

Services. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices and the quarterly reports described in Section 7. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2027 budget.

a. The Organization agrees to adhere to the program's budget as fully described in Exhibit C to provide the required Services. The Funds are limited to the expenses provided in Exhibit C. Notwithstanding the foregoing, a minimum fifty percent (50%) of Funds received under this Agreement must be spent on direct participant training services or direct participant activities/supportive services, such as tuition, transportation costs, testing fees, uniforms, and identification costs. Direct participant training services or direct participant activities/supportive services do not include staff salaries or benefits or other administrative costs. Salary increases shall not be derived from the Funds provided by this Agreement. Any alteration in the budget for such services constitutes an amendment to this Agreement and must be in writing, via email, and approved by the Economic Development Investment Board and the Urban County Council. The Workforce Development Manager shall make the final decision regarding whether an invoiced expense is eligible under this Agreement. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of a quarterly invoices and quarterly reports from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective. Organization's invoice must include documentation indicating the expenditure was incurred and is eligible to be reimbursed pursuant to this Section. The Workforce Development Manager, in his or her sole discretion, shall make the final determination regarding adequacy of the documentation and approval of invoices.

c. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

6. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled to compensation due under this Agreement as the services rendered bears to the services required.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

7. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

a. The Organization shall, by October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027, submit electronically to the CDO, in the form provided by the Workforce Development Manager, a report containing documentation that the duties and services required in the Exhibits are being fulfilled for the previous quarter. Absent extenuating circumstances, failure to electronically submit the quarterly report described herein by the required date shall result in the Organization repaying the full Funds received under this Agreement. In addition, Organization may be required to present a progress report as to its activities before the Economic Development Investment Board at the call of the chair, or as otherwise instructed by the Government.

b. In order to determine and evaluate job retention, the Organization shall also, on the quarterly report described above, track each individual placed into a job by the Organization in a field related to the training until each individual placed into employment by the Organization has been tracked for one (1) year from the date of initial placement. In the event that this one-year job retention tracking requirement extends past the periods required above for quarterly reports, the Organization agrees to continue tracking each individual placed into a job by the Organization on a quarterly report provided by the Workforce Development Manager until each individual placed into a job by the Organization has been tracked for one (1) year from the date of initial placement.

c. Organization agrees to complete the quarterly reports required above in good faith and to the satisfaction of the Workforce Development Manager. Any report deemed deficient by the Workforce Development Manager shall be remedied by the Organization within one month of notice thereof. The Organization further agrees that a representative of the Organization shall attend any quarterly meeting requested by the Workforce Development Manager.

d. Absent extenuating circumstances, failure to comply with this Section shall result in repayment of the Funds received under this Agreement by the Organization.

8. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations and further agrees to indemnify, release, and hold harmless LFUCG, its officers, agents, and employees against any and all claims or liability arising from or based upon Organization's violation of any such laws, ordinances, or regulations. Organization shall repay the full Funds received under this Agreement if it fails to observe and comply with such laws, ordinances, and regulations during the funding period. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

9. INSURANCE; INDEMNITY. The risk management provisions of RFP #15-2026 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

10. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

11. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

12. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that the Organization is an independent contractor and in no way will it or its employees or agents be viewed or treated as employees of LFUCG.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap and (b) cause any subcontractor or agency receiving Funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

16. INVESTMENT. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Stable Recovery, Inc.
321 Hummingbird Lane
Lexington, Kentucky 40503
Attn: Frank Taylor (or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

22. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

24. DEFAULT. Failure to comply with any covenant, agreement, condition, representation, or other provision contained or referred to in this Agreement in which a penalty is not otherwise provided herein, shall be a default of this Agreement and shall result in repayment of all grant Funds received and the Agreement shall be considered void.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Mackenzie Stock
Deputy Clerk of the Urban County Council

STABLE RECOVERY, INC.

BY: Frank Taylor
Frank Taylor, CEO

ATTEST:

WITNESS: ______
DATE: 6/12/24

Daniel R. Collier
Notary Public, ID No KYNP[illegible]
State at Large, Kentucky
My Commission Expires on 3/26/30

EXHIBIT "A"

Lexington/Fayette Urban County Government
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.

RFP #15-2026, Economic and Workforce Development

EXHIBIT "B"

Lexington/Fayette Urban County Government
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.

Organization's Response to RFP #15-2026

EXHIBIT "C"

Lexington/Fayette Urban County Government
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.

Program Budget

4896-8882-4752, v. 1

Exhibit A

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2026 Information Technology Training Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 11, 2026.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

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

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

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

1.	Workforce Need	20 pts
2.	Program Impact	25 pts
3.	Budget	20 pts
4.	Evidence of Success	20 pts
5.	Demonstrates Proven Ability to Deliver Credential Programs	15 pts

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

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

AFFIDAVIT

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

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

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

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

4. Proposer has authorized the Division of 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.

8. Proposer will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Proposer will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Proposer will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Proposer has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

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-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: ______________________________ **Date:** ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: ____________________________________

Complete Address: ____
Street City Zip

Contact Name: ________________ Title: ________________________

Telephone Number: ____________ Fax Number: ________________

Email address: ____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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 define 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. Black American, Asian American, Hispanic American, Native American)*

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 Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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

LEXINGTON

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 the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.

    a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	______________	**Date:**	______________
Project Name:	______________	**Project Number:**	______________
Contact Name:	______________	**Telephone:**	______________
Email:	______________		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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**

4870-1925-6809, v. 1

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, safely 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

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

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

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Request for Proposals (RFP)
Workforce IT Training Provider

Issued by: Lexington-Fayette Urban County Government

Issue Date: April 20, 2026

Proposal Due Date: May 11, 2026

Timeline: June 1, 2026 – December 31, 2026

a. Overview & Purpose

The Lexington-Fayette Urban County Government (LFUCG) has historically partnered with economic and workforce development agencies for the purpose of providing economic and workforce development services. These agencies are diverse in their missions and work plans, and provide services that create jobs and grow payroll, influence growth and tax base enhancement, and enhance economic well-being of the community. The availability of up to $50,000 an economic development grant was authorized by the Lexington-Fayette Urban County Council. The application process outlined below will be the application timeline of June 1, 2026 – December 31, 2026.

The Lexington-Fayette Urban County Government (LFUCG) is interested is seeking proposals from qualified workforce training providers to deliver industry-recognized Information Technology (IT) training programs for adults in the Lexington, KY to obtain a certification/licensure training.

The purpose of this RFP is to select a provider with demonstrated success in delivering accelerated, IT training aligned with employer demand, leading to certifications and employment outcomes.

b. Requirements (Certification or licensure training)

Certification or licensure training must lead to attainment of a certificate or a license and employment. The training period for the certificate or license must be six (6) months or less. If the training for the certificate or licensure is more than six (6) months, the applicant will be ineligible for the funding for the certificate/licensure tract. The certificate or license must be awarded by at least one of the following entities:

• An accredited organization or educational institution (accredited by a certifying agency external to the organization/business/educational institution).

• A business that is participating in Kentucky's Registered Apprenticeship Program.

• A department within the Commonwealth of Kentucky.

- An instructor who holds a current certificate in the industry, awarded by an accredited organization or educational institution.

c. Scope of Services

- Delivery of accelerated IT training programs (1-24 weeks)
- Instruction in IT Fundamentals, IT Support, Networking, Cybersecurity, Cloud, AI
- Preparing for certifications
- Career readiness and job placement support
- Track and report outcomes

4. Target Population

- Unemployed/underemployed adults
- Opportunity youth (18–24 years old)
- Beginners with IT aptitude

5. Desired Provider Qualifications

- Experience delivering accelerated IT training
- Strong employer partnerships
- High certification attainment rates
- Flexible delivery formats
- Beginner-friendly programs

6. Preferred Program Model

- Cohort-based training
- Short-term intensive program
- Certification prep
- Career services
- Job placement within 90 days

7. Deliverables & Metrics

A copy of the certificate or licensure attainment along with employment placement must be provided as part of the outcome reports. All individuals tracked for this grant cycle must be newly enrolled within the respective grant cycles. (June 1, 2026 – December 31, 2026).

8. Funding Grant Year is defined as June 1, 2026 – December 31, 2026. An applicant may request up to $50,000. Upon awarding the grant, the funds shall be disbursed to the grantee on a reimbursement basis upon submission of an invoice with adequate supporting documentation.

The Chief Development Officer, Director of Business Engagement, and the Office of Economic Development anticipates more requests than it can support, compelling the scoring committee to make judgments based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level. This funding is intended to support programs that meet the eligibility criteria established below.

Funding Activities Eligible funding activities include:

1. Staff wages for time devoted to grant program participants;
2. Cost of books/curriculum/software directly related to the testing of participants;
3. Licensure/certification costs;
4. Transportation assistance related to training;
5. Wages for clients who are in internships/apprenticeships/work-based learning experiences;
6. Other activities/supportive services that directly benefit the training and/or employment outcomes of grant participants.

To ensure funds awarded under this program are used for approved activities, each applicant must submit a budget with the grant application. The applicant's budget will be attached as an exhibit to the Purchase of Services Agreement and must be followed throughout the grant cycle if the organization is ultimately awarded funds.

9. Eligibility In order to qualify, all applicant agencies MUST:

1. Use funds to support impactful approaches that generate improvements in areas related to economic and workforce development (Ex: certification or licensure). This funding is not intended to support general agency operations, salaries, capital, or construction projects, other than overhead required to support the proposed program.

2. The ability to allocate a minimum of fifty (50) percent of the awarded funds to direct participant certification/licensure training services, or direct participant activities/supportive services.

3. Have a business license filed by the grant award date and provide services or placements in Lexington-Fayette County.

4. Be an accredited organization or educational institution, a nonprofit, a private business participating in Kentucky's Registered Apprenticeship Program, or a private business that has a business license filed with the LFUCG Department of Revenue. Local, federal, or state government entities are not eligible for this grant opportunity.

5. Agree to negotiated training, placement, licensure and/or certification outcomes.

6. Execute one or more Purchase of Service Agreement(s) (PSA), to be provided by LFUCG.

7. Have a Unique Entity ID (UEI) and provide documentation indicating active status.

10. Criteria Competitive applicants WILL:

1. Deliver services that are cost-effective, demand-driven, and high impact.
2. Address at least one of the priorities set forth by the Economic Development Investment Board.
3. Provide programming that is consistent with the Economic Development priorities set by the LFUCG and Economic Development Investment Board (https://www.lexingtonky.gov/browse/government/economicdevelopment).
4. Show clear outcomes related to success or proof of licensure and/or certification. (All individuals tracked for outcomes must be newly enrolled after June 1, 2026.)
5. Show evidence of program success. This can include a record of successful outcomes of the program, or evidence of the agency's success in related endeavors.
6. Provide a detailed budget with the grant application. a. Proposals will be evaluated based on the extent to which requested funds are allocated directly to client services. Preference will be given to applicants who demonstrate that the requested budget supports direct program activities and services that benefit clients. b. Applicants are encouraged to clearly outline how funds will be used to maximize impact on program participants, including a detailed budget narrative that justifies all administrative and operational expenses.
7. Provide a plan for program sustainability beyond organizations receipt of award.
8. Agree to have a financial audit performed before monetary award is distributed.

11. Application Submission

All applications must be submitted via IonWave.

The application shall contain the required supporting documents and respond to one or more established funding priorities/categories. The scoring committee members will review the applications and may request clarification on the information submitted. After each application is received, clarifications may be requested, and subsequent responses will be due five (5) business days from the request. Applications containing significant omissions of required information or failure to provide requested subsequent responses will be removed from consideration.

12. Application Review and Project Presentation

After the application is submitted and scored by the Chief Development Officer, the Director of Business Engagement, and the scoring committee members, those members will make recommendations to the Economic Development Investment Board which will review the recommendations. The board may ask for an in-person presentation on the proposed program. Selection of an organization as a grantee does not constitute approval of the grant application as submitted. Additionally, the board may enter into negotiations about such items as program components, funding levels, and desired outcomes in place to support grant implementation.

After the Economic Development Investment Board makes a recommendation, the Lexington-Fayette Urban County Council will have final approval of funding levels.

13. Acceptance or Rejection or Application

The LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of the Urban County Government. Applications not found to be complete may be considered nonresponsive and removed from the process.

14. Council Approval

Each grant agreement shall be approved by the Lexington-Fayette Urban County Council. Agencies that have been approved for funding by the Economic Development Investment Board will be considered for final approval from the Council. Agencies are not required to prepare a presentation for the Council. The LFUCG and the agencies will enter into a purchase services agreement (PSA) for the provision of the services provided by the agency to the community. The LFUCG shall provide a standard PSA. The agency will be required to provide a scope of work to be performed and the LFUCG will develop a quarterly report to be submitted by the agency as determined by the PSA for purposes of tracking outcomes and monitoring. This report shall indicate the work and outcomes of the agency up to that quarter. If a PSA cannot be finalized within thirty (30) days of the award and LFUCG reserves the right to decline to fund the application at its sole discretion.

15. Award Administration

LFUCG will use performance reports, on-site visits, and other reasonable measures to determine whether or not the agency is meeting its proposed outcomes and if funds have been handled appropriately. Grant funding will be disbursed on a reimbursement basis in one or more disbursements upon receipt of invoice with supporting documentation, by check mailed to the address provided in the agency's application. Invoices must be submitted quarterly. Disbursements of the future portions are contingent upon appropriate use of the previous disbursements and proper filing of required reporting. If grant funds are mishandled or used for purposes other than those stated in the application, LFUCG reserves the right to demand repayment of all or a portion of the disbursed funds. Moreover, mishandling of grant funds will significantly and adversely impact a program's chances of receiving funding from LFUCG in the future.

16. Performance Goals and Reporting

Grantees must agree to any requested on-site monitoring visit by LFUCG and submit performance reports as required by the PSA. The applicants will be held to outcomes provided in the application, and failure to meet those outcomes may result in intervention by Chief

Development Officer, repayment of grant funds, and may also have a significant impact on decisions regarding future grants with LFUCG. The Director of Business Engagement will provide the required form that must include information regarding grant activities, participant names, employer names, performance goals, and milestones, as well as identify a few standardized data elements to be reported based on the defined outcomes in the application. The applicant will be required to upload the form into a secure cloud-based software for administration of the report. The Chief Development Officer and the Economic Development Investment Board will require the applicant to continue to track training outcomes of participants until the end of the grant cycle.

Proof of certificate/licensure attainment will be required to be submitted for any additional payments.

Seventy-five (75%) of the participants served in the program must be residents of Fayette County or must find employment in Fayette County. Failure to meet this requirement may result in intervention by Chief Development Officer, repayment of grant funds, and may also have a significant impact on decisions regarding future grants with LFUCG.

17. Scoring Criteria

CREDENTIAL/LICENSURE PROGRAM SCORING

a. Workforce Need - 20 Points
   - The program's curriculum clearly fit into Lexington-Fayette County's workforce strategy by providing educational credentials and licensures that directly lead to jobs in the high demand employment sectors.
   - Program addresses a clearly defined workforce skills gap in Lexington-Fayette County.
   - Programming aligns with in-demand industries and career pathways.
b. Program Impact - 25 Points
   - Program leads to industry-recognized credential/licensure attainment within one year.
   - Program curriculum will likely result in employment upon receipt of licensure/credential.
   - The training is likely to increase income of the recipient.
   - The cost of training is low.
   - There is a clear pathway to credential/licensure.
   - Strong job placement plan upon completion of credential with employer partnerships. • Clearly defined outcomes (completion rates, credential attainment).
c. Budget – 20 points
   - Funding of the program adds clear value to the proposed program and has evidence of potential future sustainability without LFUCG financial support for the credential/licensure program.
   - Application demonstrates strong program financial support from the applicant.
   - Budget prioritizes direct participant training and credential-related costs.
   - Detailed, transparent budget that demonstrates efficient use of funds.

- 50% of funds are allocated to direct services.
- Minimal administrative overhead. Strong justification of costs.

d. Evidence of Success – 20 points

- Organization has very good historical evidence of past retention rates, graduation rates, and employment upon graduation, OR
- Organization has met or exceeded 100% of the established goals stated in the application from past funding years.

e. Applicant demonstrates proven ability to deliver credential programs and achieve successful outcomes. e. Funding Sources - 15 Points

- Applicants demonstrate diversified funding.
- Applicants have a plan for sustainability beyond the grant period.

Grant Application

A. Agency Information

A.1 Agency Name
A.2 Organization Structure
A.3 Mailing Address
A.4 Program Location Address
A.5 Is your Agency registered with the LFUCG Department of Revenue?
A.6 Amount Request for the Program
A.7 Which population will you be serving
A.8 Primary Contact First Name
A.9 Primary Contact Last Name
A.10 Primary Contact Title
A.11 Primary Contact Physical Address
A.12 Primary Contact Phone Number
A.13 Primary Contact Email Address

B. Program Narrative

Describe the IT certification/licensure training program in detail including what workforce programming will be provided, how often, and target audience.

B.2 Program History & Need:

Show measured outcomes of the program for the past 2 years that directly relate to the outcomes required for this grant. For example: history of training and placing individuals into employment or history how program has impacted the economy in Fayette County. Why is the program needed specifically for Fayette County? Include, in narrative form, any relevant statistics and data to support the premise that the program is needed specifically in Fayette County.

List employment outcome statistics after enrollment in your program, if tracked by your agency.

B.3 What criteria must participants meet in order to be enrolled into the program?

B.4 Do participants have to pay for the program?

B.5 If yes, what is the cost to enroll in the program?

B.6 Will requested LFUCG funding allow for more participants to be served during the funding period?

B.7 If yes, how many?

B.8 Does your program have a waiting list? If yes, please explain.

C. Grant Goals & Tracking Outcomes

Please provide the following information

SHORT TERM GRANT GOALS

C.1. How many Fayette County residents do you expect to enroll?
C.2. How many Fayette County residents do you expect to place into employment?

LONG-TERM GRANT GOALS

C.3. How will success of this project be determined?
C.4. What does the program hope to achieve in the long-term goals? *These may extend past the year of the grant. State success measures and timeline.*

D. Budget and Financial Sustainability
Please provide the following information:

D.1. Have you ever had, or do you currently have public funding sources?

D.2. If yes, please describe your public funding sources, including dollar amounts?

D.3. Has your agency applied, expected, or received any other funds from LFUCG?

D.4. If yes, please describe in detail, and include the total dollar amount of LFUCG funding applied for, expected, or received in the past three years.

D.5. What is the approximate cost per participant in the program during the funding period?

D.6. Will the LFUCG Economic Development Grant be used for leveraged or matching funds?

D.7. If yes, please state the source of funding, amount of funding, and details regarding the matching grant or leverage arrangement.

D.8. Please describe your Agency's plan for the program after LFUCG funding has ceased. Will this project need ongoing funding and how will this be secured?

E. Required Documents

Please provide the following information.

Organization Chart – Required

Agency Budget – Required

Grant Budget – Required

F. Submit

Please provide the following information.

CERTIFICATION: I hereby certify that the information contained in this application is accurate and that I am authorized to submit the application on behalf of my organization.

Signature

____

Name/Title

Exhibit B

STABLE RECOVERY

LEXINGTON, KY

Lexington-Fayette Urban County Government Workforce Development Grant Application

Lexington-Fayette Urban County Government Workforce Development Grant Application

Table of Contents

Agency Information

A.1 Agency Name

Stable Recovery Inc.

A.2 Organization Structure

501(c)3

A.3 Mailing Address

3363 Tates Creek Rd., Suite 209, Lexington, KY 40502

A.4 Program Location Address

321 Hummingbird Ln., Lexington, KY 40503

A.5 Is your Agency registered with the LFUCG Department of Revenue?

Yes

A.6 Amount Requested for the Program

$50,000

A.7 Which population will you be serving?

Employment entry/re-entry

A.8 Primary Contact First Name

Allen

A.9 Primary Contact Last Name

Eskridge

A.10 Primary Contact Title

CFO

A.11 Primary Contact Physical Address

3363 Tates Creek Rd., Ste. 209, Lexington, KY 40502

A.12 Primary Contact Phone Number

859-619-3997

A.13 Primary Contact Email Address

allen@stablerecovery.net

Program Narrative

B.1 Are you applying for funding for the:

Employment entry/re-entry

Describe the program in detail including what workforce programming will be provided, how often, and target audience.

Stable Recovery was founded in 2022 with a vision to combine the best practices of long-term addiction recovery programs with the healing power of horses. In partnership with the Taylor Made Farm School of Horsemanship and the Spy Coast Farm School of Horsemanship, Stable Recovery addresses two issues facing our community in central Kentucky: (1) pervasive substance abuse that impacts all levels of Bluegrass society, and (2) labor challenges facing the equine industry. With specific focus on housing stabilization and workforce development, in the four years since its inception, Stable Recovery and the School of Horsemanship have shepherded over 100 recovering addicts from all over the country into gainful full-time employment in the equine industry, making our motto, "Ambitious Sobriety, Purposeful Work", a reality.

Stable Recovery residents enter our 12-month program as they are transitioning from incarceration or residential treatment programs. One of the most unique aspects of the program is that a 90-day paid training program is waiting for them at the School of Horsemanship when they arrive. The School of Horsemanship, established by Frank Taylor, was built on decades of generational horsemanship knowledge. Residents find structure, discipline, and purpose as they learn equine care and farm work, while participating in daily community activities, support groups, and 12-step programming. By offering the opportunity to learn horsemanship skills on renowned horse farms, Stable Recovery provides an incomparable environment for residents to grow mentally, physically, and spiritually, while developing skills and experience that will carry them towards a continuing career in the equine industry.

Horsemanship in the thoroughbred industry encompasses a broad set of skills and knowledge essential for the care, handling, and management of multi-million-dollar horses. This includes proficiency in handling horses safely during daily activities such as feeding, turnout, grooming, and veterinary care. It further includes manual labor tasks such as mucking out stalls, maintaining facilities and equipment, and administering medications. The basic knowledge required involves understanding horse behavior, body language, and herd dynamics to ensure the well-being and harmony of the horses, as well as to recognize signs of illness or distress. Effective communication and teamwork with other farm staff members are also crucial to becoming a skilled horseman. Overall, horsemanship skills are essential for the successful and compassionate management of horses, promoting their health, welfare, and performance. Our strategic approach to substance abuse recovery while addressing the inefficient equine industry labor dynamics enhances the program's reach and effectiveness while contributing to the overall economic development of the region.

Stable Recovery uses a phased approach to long-term sobriety, designed to guide men and women through a comprehensive process of personal growth, sobriety, and skill-building. The program integrates recovery principles, horsemanship, and essential life skills to ensure residents achieve a sober, stable, and productive life. The journey is divided into three phases: red, yellow, and green. Each is marked by specific goals, responsibilities, and privileges.

In red phase, we focus on resident stabilization, laying the groundwork for recovery. Upon intake, residents give up their cell phones and vehicles in order to minimize distractions while familiarizing themselves with the expectations of the program. Residents receive case management support, where our staff assesses their needs and creates an individualized plan to address immediate challenges, such as health insurance, identification documents, and outstanding legal issues. They are additionally assessed for any clinical needs, to include medical/dental care, individual/group therapy, and psychological evaluation. In this phase, residents are learning the recovery process by participating in daily 12-step meetings, securing a sponsor, and learning the coping mechanisms necessary for success in a therapeutic community setting. Basic horsemanship skills are introduced in the School of Horsemanship, introducing the therapeutic benefits of working with horses. Residents also learn essential life skills such as time management, meal preparation, personal hygiene, and communication, with an emphasis on building a routine and cultivating discipline.

Yellow phase focuses on growth and responsibility. Residents delve deeper into recovery work, focusing on relapse prevention, emotional intelligence, and peer accountability. They take on more complex tasks in the School of Horsemanship, working outside of the training barn to master eating schedules, grooming routines, and basic training techniques. They begin working with our Outreach Coordinator to explore job opportunities once they complete training. Residents learn basic personal financial management and are given more freedom and opportunities to demonstrate their progress and share what they have learned with newcomers.

Green phase prepares residents for independent living and encourages leadership within the program. Residents graduate to green phase when they have demonstrated a strong commitment to recovery and personal growth. They are given back their cell phones and vehicles, and utilize these freedoms to help others, providing service back to the community in which they are excelling. In the School of Horsemanship, they refine their skills and take on supervisory roles, helping to train others, while securing permanent jobs with one of our strategic partners. In this phase residents mentor newcomers, lead recovery meetings, contribute to a supportive community environment, and begin planning for independent living.

Integrating recovery education with therapeutic horsemanship and essential life skills creates a robust framework for Stable Recovery residents to learn how to stay sober and build a life full of purpose and opportunity. In just four short years, Stable Recovery has transformed dozens of lives. We credit our success to evidence-based clinical practices, consistency of the program, mentorship, community, and the healing power of the horse. The men and women that have completed our program have reached milestones of sobriety, and many now live in recovery while working in the equine industry. Some of our most successful graduates are back with us today, serving on staff, and helping others walk the same path of healing.

B.2 Program History & Need

Show measured outcomes of the program for the past 2 years that directly relate to the outcomes required for this grant. For example: history of training and placing individuals into employment or history how program has impacted the economy in Fayette County. Why is the program needed specifically for Fayette County? Include, in narrative form, any relevant statistics and data to support the premise that the program is needed specifically in Fayette County.

In recent years, an explosion of federal, state, and local government funding has led to a parallel expansion of the recovery industry in the form of inpatient treatment, outpatient treatment, halfway houses and sober living facilities. The efficacy and impact of this system of care has lagged well behind the enormous influx of resources, particularly in states like Kentucky, that were among the hardest hit by the opioid epidemic. Despite expenditures in excess of $42 billion nationally on traditional treatment modalities, high rates of relapse and repetitive re-entry with correspondingly low rates of sustained sobriety persist. Standard models of treatment carry an average cost of $139,200 per person per recovery attempt.

The founders of Stable Recovery have personally experienced the deficits of traditional treatment programs, and as such, have developed a model based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Dimensions of Recovery, prioritizing Health, Home, Purpose, and Community. To achieve these ideals in a peer-driven therapeutic community setting, we teach our residents to adhere to four pillars of recovery: Accountability, Structure, Discipline, and Responsibility. The cost/benefit of Stable Recovery's model compared to traditional treatment is much lower, with a resulting full-year program cost of $41,382 per participant.

Due to the nature of how Stable Recovery participants enter the program, we are directly servicing the priorities of LFUCG's employment entry/re-entry initiative. While some participants may have been employed at some point in their life, all are unemployed upon arrival.

Accordingly, we know that substance abuse significantly impacts employment history, with statistics revealing concerning trends. According to the National Survey on Drug Use and Health, approximately 70% of individuals with substance abuse disorders are employed. However, research indicates that substance abuse leads to decreased productivity and absenteeism, costing employers an estimated $81 billion annually in lost productivity. Furthermore, studies suggest that individuals with substance abuse disorders are more likely to experience unemployment, with rates nearly four times higher than those without such disorders. Stable Recovery boasts a 100% employment rate for our School of Horsemanship graduates. Over the past two years, we have placed 165 men and women into temporary employment in the School of Horsemanship; 85 have stayed on to become graduates and gain permanent employment, primarily in the equine industry.

B.3 What criteria must participants meet in order to be enrolled into the program?

1.) Experiencing a substance use disorder; 2.) Have 28 days of continuous sobriety; 3.) Willingness to adhere to our principles of accountability, structure, discipline, and responsibility.

B.4 Do participants have to pay for the program?

No

B.5 If yes, what is the cost to enroll in the program?

0

B.6 Will requested LFUCG funding allow for more participants to be served during the funding period?

Yes

B.7 If yes, how many?

Residents in the first 90 days, during their School of Horsemanship training, incur significantly higher budgeted expenses than they do following SOH graduation. The LFUCG grant would allow us to shepherd 8 more men through their first 90 days.

B.8 Does your program have a waiting list? If yes, please explain.

Yes, we currently have 74 prospective participants on our waiting list. Our waiting list policy and procedure is as follows:

1. Individuals are directed to fill out a pre-screening application online;

2. Individuals are interviewed over the phone by the Intake Coordinator, and if deemed appropriate are placed on the waiting list;

3. Potential residents on the waiting list must contact Stable Recovery on a weekly basis (either by phone or letter) to maintain their place on the waiting list. Names will be dropped from the waiting list if weekly contact is not maintained, dropped individuals may restart the process by completing another pre-screening application;

4. When a bed becomes available, individuals will be called starting with #1 on the waiting list. If the first attempt to reach the first person on the list is unsuccessful, a second attempt will be made within one day of the initial call. If this attempt is also unsuccessful a call will be made to the next person on the list.

Grant Goals & Tracking Outcomes

Please provide the following information

SHORT-TERM GRANT GOALS

C.1 How many Fayette County residents do you expect to enroll?

30

C.2 How many Fayette County residents do you expect to place into employment?

25

LONG-TERM GRANT GOALS

C.3 How will success of this project be determined?

By June 2027 1.) Supply the KY equine industry with 40 skilled workers; 2.) 75% of School of Horsemanship graduates will maintain full-time employment 1 year post graduation; 3.) Grow partnerships in the equine industry from 21 to 26, that will hire and benefit from School of Horsemanship graduates.

C.4 What does the program hope to achieve in the long-term goals? These may extend past the year of the grant. State success measures and timeline.

From an economic perspective, the most efficient change we hope to see because of our program is to address the inefficiencies in the equine labor market as we supply the market with skilled workers who are either entering employment for the first time or re-entering employment after a significant absence in employment due to substance abuse. The School of Horsemanship focuses on supplying the equine industry with skilled workers and in turn the equine industry will experience significant changes and improvements in areas such as 1.) High Turnover Rates: According to a study by the American Horse Council Foundation, the equine industry faces a turnover rate of approximately 36% annually. This high turnover indicates challenges in retaining skilled labor within the sector; 2.) Limited Pool of Skilled Workers: The equine industry often struggles to attract and retain skilled workers. A survey conducted by the Equine Industry Workforce Survey revealed that 72% of equine employers find it difficult to hire skilled labor; 3.) Physical Demands and Safety Concerns: Equine farming involves physically demanding tasks such as mucking out stalls, lifting hay bales, and handling large animals. Statistics from the Bureau of Labor Statistics show that the agriculture and forestry sector, which includes equine farming, has one of the highest rates of non-fatal occupational injuries, further exacerbating recruitment challenges; 4.) Seasonal Nature of Work: Equine farming operations often experience seasonal fluctuations in labor demand, with increased workloads during breeding and foaling seasons. This variability in workload can make it challenging to maintain a stable workforce throughout the year; 5.) Competing Industries: The equine industry competes with other agricultural sectors and non-agricultural industries for labor. According to data from the U.S. Department of Agriculture, the equine sector represents a smaller portion of overall agricultural employment compared to sectors such as crop production and animal production, making it less attractive to job seekers.

Budget and Financial Sustainability

Please provide the following information

D.1 Have you ever had, or do you currently have public funding sources?

Yes

D.2 If yes, please describe your public funding sources, including dollar amounts.

Current LFUCG Workforce Development Employment Entry/Re-Entry grant, 2024- $50,000, 2025- $50,000

Kentucky Opioid Abatement Advisory commission grant, 2023- $300,000, 2025- $500,000

D.3 Has your agency applied, expected, or received any other funds from LFUCG?

No

D.4 If yes, please describe in detail, and include the total dollar amount of LFUCG funding applied for, expected, or received in the past three years.

N/A

D.5 What is the approximate cost per participant in the program during the funding period?

$6,000

D.6. Will the LFUCG Economic Development Grant be used for leveraged or matching funds?

No

D.7 If yes, please state the source of funding, amount of funding, and details regarding the matching grant or leverage arrangement.

N/A

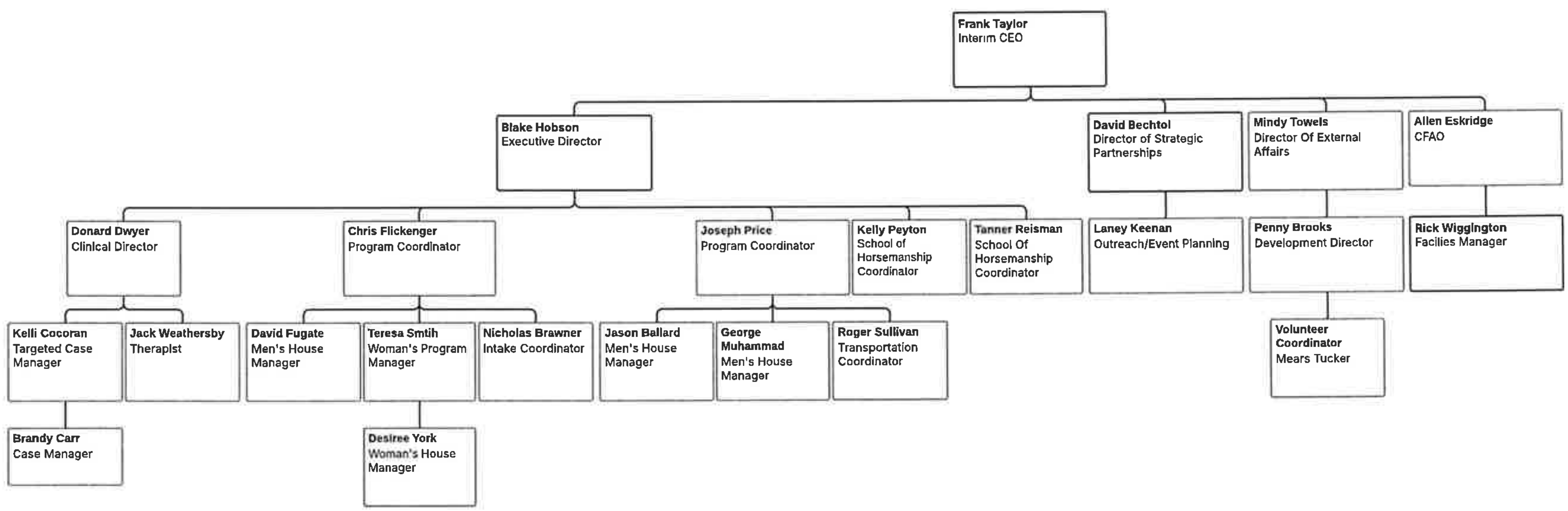
D.8 Please describe your Agency's plan for the program after LFUCG funding has ceased. Will this project need ongoing funding and how will this be secured?

Private donations form the backbone of Stable Recovery's sustainability with 64% of funding coming from individuals. Our broad base of supporters provide stability and independence, ensuring that programs can continue even when other funding streams fluctuate. 22% of our funding is generated by two major fundraising events: the Spring Meet Gala and the John Hall Memorial Golf Scramble, and Grants represent 9% of revenue and come from a mix of family foundations and local and state government funding. While not the largest portion, grant funding is a growing proportion of revenue that will allow Stable Recovery to continue to maintain a diversified revenue stream.

Through the continued fostering of our donor relationships and the increased pursuit of grant and government funding, we are confident that we will not only maintain our program but grow it to serve even more men and women in early recovery.

STABLE RECOVERY
LEXINGTON, KY

Organizational Chart



Stable Recovery 2026 Budget		
INCOME		
Billable Expenditure Revenue	$	22,800.00
Billable Expense Income	$	60,000.00
Fund Donations	$	1,551,940.00
Fundraiser		
Gala	$	1,020,000.00
John Hall Memorial Golf Scramble Donations	$	140,000.00
Grant Keenland Foundation	$	25,000.00
Grants-Opioid Abatement	$	250,000.00
Interest	$	42,000.00
LFUCG Workforce Dev Grant	$	24,000.00
Program Fees	$	192,000.00
Services	$	221,000.00
TOTAL INCOME	**$**	**3,548,740.00**
EXPENSES		
Advertising and Promotion	$	61,600.00
Fundraiser Expenses	$	115,000.00
General Expenses		
Bank Charges	$	240.00
Business Lunch	$	5,040.00
Conferences, Conventions and Meetings	$	2,000.00
Dues & subscriptions	$	36,000.00
Information Technology	$	6,000.00
Office Expenses	$	13,320.00
Other Expense	$	31,835.00
Resident Needs	$	22,360.00
Supplies & Materials	$	12,000.00
Travel	$	18,000.00
Insurance		
Benefits	$	96,000.00
Insurance - Other	$	155,000.00
Occupancy		
Energy	$	34,100.00
Internet	$	15,360.00
Other	$	6,000.00
Property Tax	$	12,000.00
Rent	$	263,040.00
Water/Sewer/Trash	$	9,240.00
Office Supplies & Software	$	12,000.00
Other Expense		
Cleaning Supplies	$	3,000.00
Food for Program Participants	$	33,000.00
Furniture	$	15,600.00
House Supplies	$	45,600.00
Other Expense - Other	$	480,000.00
Payroll Expense	$	1,749,600.00
Professional Services	$	168,000.00
Program Recreational Activities	$	15,600.00
Transportation		
Auto Maintenance	$	24,000.00
Gas	$	33,600.00
Misc Transportation	$	1,200.00
Staff Mileage Reimbursement	$	26,400.00
Transportation - Other	$	24,000.00
Vehicle Registration	$	3,000.00
TOTAL EXPENSES	**$**	**3,548,735.00**

Stable Recovery, Inc
Proposed LFCUG Grant Budget
July 2026 through June 2027

	Jul-2026	Aug-2026	Sep-2026	Oct-2026	Nov-2026	Dec-2026	Jan-2027	Feb-2027	Mar-2027	Apr-2027	May-2027	Jun-2027	12-MONTHS
GRANT AWARD	**50,000**												**50,000**
EXPENSES													
Occupancy													
Hummingbird Rent	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	**43,200**
Total Occupancy	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**3,600**	**43,200**
Operating Expense													
Transportation	400	400	400	400	400	400	400	400	400	400	400	400	**4,800**
Total Operating Expense	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**4,800**
School of Horsemanship													
Clothing/Work Boots	167	167	167	167	167	167	167	167	167	167	167	163	**2,000**
Total SOH Expense	**167**	**167**	**167**	**167**	**167**	**167**	**167**	**167**	**167**	**167**	**167**	**163**	**2,000**
TOTAL EXPENSES	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,167**	**4,163**	**50,000**

AFFIDAVIT

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

1. His/her name is Joseph Allen Eskridge and he/she is the individual submitting the proposal or is the authorized representative of Stable Recovery Inc., 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.

8. Proposer will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Proposer will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Proposer will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Proposer has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ashton Becker on this the 23 day of April, 2026.

My Commission expires: September 13, 2026

Ashton Charles Becker
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP58761
My Commission Expires
September 13, 2026

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.

<u>Bidders</u>

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	Stable Recovery Inc. *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Stable Recovery Inc.

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	11	6	5													6	5
Professionals	2	2														2	
Superintendents																	
Supervisors	1	1														1	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals	8	3	3			1									1	4	4
Office/Clerical																	
Skilled Craft																	
Service/Maintenance	1	1														1	
Total:	23	13	8			1									1	14	9

Prepared by: Allen Eskridge CFO/COO **Date:** 4 / 22 / 2026

(Name and Title)

Revised 2015-Dec-15

STABLE RECOVERY

LEXINGTON, KY

Affirmative Action & Equal Employment Opportunity Statement for Stable Recovery

Stable Recovery is firmly committed to fostering a diverse, equitable, and inclusive environment for both our team and the communities we serve.

We believe that a broad range of backgrounds and perspectives strengthens our organization and enhances our mission to support individuals in recovery.

Stable Recovery provides equal employment opportunities to all employees and applicants and actively prohibits discrimination or harassment of any kind.

Essential Eligibility Requirement for Workforce Training Program

Stable Recovery's workforce training program includes hands-on work in the equine industry. For the safety of participants, staff, and animals, individuals must be able to safely perform the essential functions of working around horses, with or without reasonable accommodation. These functions may include:

- Handling, grooming, or leading horses
- Working in barns, stalls, and outdoor environments
- Performing physical tasks such as lifting, bending, or sustained standing
- Responding appropriately to unpredictable animal behavior

Eligibility decisions are based solely on an individual's ability to meet these safety-related requirements and are made without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, veteran status, or any other protected characteristic.

Our Commitment to Affirmative Action

Stable Recovery takes proactive steps to ensure fair access to employment and advancement opportunities. This includes:

- Ensuring equitable hiring, promotion, and compensation practices
- Providing reasonable accommodations for qualified individuals with disabilities
- Maintaining a workplace culture where all employees feel valued, respected, and supported

Our Organizational Values

We strive to create a workplace that reflects the diversity of the communities we serve. Our policies and practices are designed to:

- Promote inclusion
- Encourage open dialogue and continuous learning
- Hold leadership accountable for equitable decision-making
- Ensure that diversity, equity, and inclusion remain central to our mission and operations

Stable Recovery welcomes all qualified individuals to join our team and contribute to a compassionate, recovery-focused environment.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 15-2026

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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. No subcontractors and/or subconsultants

Stable Recovery Inc
Company

4/22/2026
Date

[signature]
Company Representative

CFO
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 15-2026

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 the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.

No subcontractors and/or subconsultants

Stable Recovery Inc.
Company

Company Representative

4/22/2026
Date

CFO
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Stable Recovery Inc.	**Date:**	4/22/2026
Project Name:	Workforce Development	**Project Number:**	15-2026
Contact Name:	Allen Eskridge	**Telephone:**	859-619-3997
Email:	allen@stablerecovery.net		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status. NONE

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☑

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

Stable Recovery does not use subcontractors for any purpose.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Stable Recovery Inc.	
Company	**Company Representative**
4/22/2026	CFO
Date	**Title**

4870-1925-6809, v. 1