

# Lexington-Fayette Urban County Government

# Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #16-2023 Lexington Second Chance Academy Workforce Re-Entry 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 **April 3, 2023.** 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Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.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 <u>special</u> <u>conditions</u> 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.

#### AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR  $\int$  85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR  $\int$  85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

MAR 1 4 2023

Date

## SELECTION CRITERIA:

- Demonstrated proven track record of performance in working with employment training and placement with an emphasis placed on organization experience in working with re-entry clients (25% of score)
- Organization/applicant capacity to manage and operate the project successfully on behalf of LFUCG (25% of score)
- Organizational and employee experience in working with re-entry programs/individuals (25% of score)
- Cost of the project and ability of proposed budget to cover key components of the LFUCG program (25% of score)

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

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

# Affirmative Action Plan

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

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

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

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

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

# **AFFIDAVIT**

Comes the Affiant, <u>MASON KING</u>, and after being first duly sworn, states under penalty of perjury as follows:

1. His/hei	name is _	MASON	KING	-		and he/she	is the individual
submitting		proposal	or	is	the	authorized	representative
of JUI	BILEE Ju	OBS OF LE	XING:	TON		, the	entity submitting
the proposa	I (hereinafter	r referred to as	"Propose	∋r").			

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."

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

Further, Affiant sayeth naught.
Mabon 26
have vanterer
STATE OF KENTUCKY
COUNTY OF FAYEAR

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

by _	Mason	Kind	on this the 14 H o	day
of _	March	, 20 <u>7</u> 3		

My Commission expires: 09/22/2020

Matale OVIM 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, 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

JUBILEE JOBS OF LEXINGTON Name of Business





## Jubilee Jobs of Lexington Affirmative Action Plan

#### Introduction:

Jubilee Jobs of Lexington is committed to ensuring equal employment opportunities for all individuals. Jubilee Jobs of Lexington is committed to complying with all applicable equal employment opportunity and labor laws. Our organization seeks to foster an environment where all individuals are treated with respect and dignity. This Affirmative Action Plan outlines our policies and procedures for recruiting, hiring, promoting, and retaining a diverse workforce.

#### **Policy Statement:**

Jubilee Jobs of Lexington is committed to creating an environment that values diversity and promotes inclusion. We recognize that our workforce is stronger when we embrace differences and characteristics that make us unique. We will take affirmative action to ensure that all individuals have equal employment opportunities.

#### **Recruitment and Hiring:**

Jubilee Jobs of Lexington will actively recruit and consider qualified candidates from all sources, including but not limited to internal sources, community outreach, referrals, and partnerships with community-based organizations. We will ensure that all job postings and recruitment materials are written in a manner that encourages applications from a diverse pool of candidates.

Jubilee Jobs of Lexington will use objective and job-related criteria when making hiring decisions. We will also train our hiring managers on the importance of diversity and inclusion in the workplace, as well as on unconscious bias.

#### **Promotion and Career Development:**

Jubilee Jobs of Lexington will provide equal opportunities for promotion and career development for all employees. We will ensure that all promotion and career development decisions are based on objective and job-related criteria. We will also provide training and development opportunities to all employees to enhance their skills and prepare them for future career opportunities.

1450 North Broadway Lexington, Kentucky 40505

859.977.0128 jubileejobsoflexington.org Work for sustenance, dignity, and hope.

#### Retention:

Jubilee Jobs of Lexington is committed to retaining a diverse workforce. We will provide a supportive and inclusive work environment that values diversity and promotes inclusion. We will also provide opportunities for career advancement and professional development to all employees.

#### Monitoring and Evaluation:

Jubilee Jobs of Lexington will regularly monitor and evaluate our Affirmative Action Plan to ensure that it is achieving its intended goals. We will also conduct periodic reviews of our recruitment, hiring, promotion, and retention practices to identify any areas that require improvement.

#### Conclusion:

Jubilee Jobs of Lexington is committed to creating a diverse and inclusive workforce. Our Affirmative Action Plan outlines our policies and procedures for achieving this goal. We will actively recruit and consider qualified candidates from all sources, provide equal opportunities for promotion and career development, and provide a supportive and inclusive work environment that values diversity and promotes inclusion. We will also regularly monitor and evaluate our plan to ensure that we are achieving our intended goals. WORKFORCE ANALYSIS FORM

Name of Organization: JUBILEE JOBS OF LEXINGTON

Categories	Total	Wh (Na Hispa o Lati	ot anic r		oanic atino	Afri Ame (N Hisj	ck or ican- erican Not panic atino	Haw Ot Pac Isla (N Hisp	tive raiian nd her cific nder lot oanic atino	Asi (N Hisp or La	ot anic	Ame India Alas Nat (n Hisp or La	in or ikan ive ot anic	Two mo rac (N Hisp o Lati	ore es ot anic r	То	otal
		м	F	м	F	М	F	М	F	М	F	М	F	M	F	M	F
Administrators																	
Professionals																	L
Superintendents																	
Supervisors		1					1									1	1
Foremen																-	
Technicians																	
Protective																	
Para-																	
Office/Clerical			1	1												1	1
Skilled Craft																	
Service/Maintena																	
Total:	-	1	1	1			1									2	2

Prepared by: MASON KING, CEO Date: 03114 12023

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor, Room 338 Lexington, Kentucky 40507 <u>smiller@lexingtonky.gov</u> Firm Submitting Proposal: JUBILEE JOBS OF LEXINGTON

Complete Address: 1450 N BROADWAY (exiliaron) 40505 Street City Zip

Contact Name: MASON KING Title: Ceo

Telephone Number: 859-361-666 Fax Number: 859-231-0179

Email address: MKING @ JUBILEESOBSOFLEXINGTON. IRG

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

## A. GENERAL

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

#### B. PROCEDURES

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

#### C. DEFINITIONS

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

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

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

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

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

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

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

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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



#### MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

**Certified Disadvantaged Business Enterprise (DBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as 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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

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

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



+ NO SUB-CONTRACTORS WILL BE UTILIZED FOR THIS PROJECT. HOWEVER, JUBILEE JOBS IS AN ECO AND IS COMMITTED TO DEI. WE SERVE A STATISTICALLY SIGNIFICANT PROPORTION OF MINORITY, HISTORICALLY DISADVANTAGED AND VULNERABLE POPULATIONS.

#### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 16-7023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. No Subs				
2.				
3.				
4.				

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

UBILEE JOBS OF LEXINGTON Company

MAR 1 4 2023

**Company Representativ** 

Date

Title

CEO



#### 

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. NO SUBS					
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.

OF LEXINGAN MASON KING Company **Company Representative** MAR 1 4 2023 Ceo Date Title



**MWDBE QUOTE SUMMARY FORM** Bid/RFP/Quote Reference # 16-2023

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

Company Name	Contact Person	
JUBILLE JUBS OF (CXINGTON	MASON KING	
Address/Phone/Email	Bid Package / Bid Date	
1450 N BROADWAY, Lex. KY 40505	03/14/2023	
MKING @ JUBILLE JOBS OF LEXINGTON. ORG BS9-977-0128	RFP #162023	

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Ло 5085								

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

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

UBUR Company

2023 MAR

ASON **Company Representative** PD

Title

Date



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

# Bid/RFP/Quote #\_16-2073

Total Contract Amount Awarded to Prime Contractor for this Project TBD

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

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
NO							

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

OF LEXINGTON UBLIER OBS Company

MASON KING **Company Representative** 

MAR Date

Title

+NO SUB-CONTRACTORS Will BE UTILIZED FOR THIS PROJECT. HOWEVER, JUBILEE JOBS IS AN EED AND COMMITTED TO DET. WE SERVE STATISTICALLY SIGNIFICANT Bid/RFP/Quote # 16-2023 By the signature below of an authorized company representative, we certify that we

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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

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

UBILLE JOBS OF LEXINGTON Company

Company Representativ (20 Title

#### **GENERAL PROVISIONS**

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

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

- Failure to submit ALL forms and information required in this RFP may be grounds for disgualification.
- 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 disgualification of that proposal.
- 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.
- 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".
- Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 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,
- 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

- 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:
  - 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;
- 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.
- 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

MAR 1 4 2023

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.

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	\$100,000
Professional (E&O Liability)	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

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

## Lexington Second Chance Academy Workforce Re-Entry Program

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified-organizations to provide services for the creation and implementation of a new pilot Re-Entry Program for LFUCG. Funds for the Lexington Second Chance Academy program are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. The term of the agreement shall be for a two-year period and will commence no sooner than June 1, 2023, assuming funds are approved by the Urban County Council. The award may have an option to renew for one additional year subject to the availability of funds and performance in the previous year. Funds to the successful applicant will be distributed as reimbursement and in accordance with federal ARPA guidelines.

Qualified respondents shall have the ability to coordinate with the Lexington Division of Community Corrections, Office of the Chief Development Officer, WORK-Lexington leaders, as well as local businesses and organizations to fulfill their agreement with LFUCG. The qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council, LFUCG economic development partner organizations, ONE Lexington and other departments of LFUCG to fully implement the Lexington Re-Entry Program on behalf of LFUCG.

Selected respondents will be required to provide quarterly updates to the Lexington Economic Development Investment Board based on the criteria established in the RFP, a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Successful respondents will also provide the Lexington Economic Development Investment Board with a year-end summary outlining the success of the program efforts and the areas requiring improvement in the future. The update and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

#### I. General Information

#### **Issuing Office**

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

The IonWave Q&A Module at https://lexingtonky.ionwave.net

#### II. Scope of Work

Services provided by the successful proposer, under the direction of the LFUCG Director of Business Services and on behalf of LFUCG, will be performed under the brand of WORK-Lexington Second Chance Academy and will include, but are not necessarily limited to the following categories:

- 1. Creation of a program referral process and form
- 2. Managing the program referral sources
- Assist participants to improve their essential/soft skills as they prepare for employment
- 4. Identify participants barriers to employment
- 5. Determining the eligibility criteria to be admitted into the program
- Establishing a selection committee for determining who will be admitted into the program
- 7. Managing participants enrolled in the program
- 8. Communicate with LFUCG Department who are involved in the program
- 9. Approving any supportive service requests from program participant
- 10. Tracking the program budget
- 11. Tracking the outcomes of the program participants
- 12. Creating reports that discuss and demonstrate the program outcomes
- 13. Providing assistance in the marketing of the program
- 14. Working with internal and external partners to ensure the participants' success
- 15. Matching the program participant with the applicable training (certification/licensure, etc.)
- 16. Identify training opportunities and assist the program participant in enrolling in career/job training

- 17. Approving the tuition cost of the certification/licensure program (if applicable)
- 18. Working with the certification/licensure entity on a training schedule if person is working while enrolled in training
- 19. Communicating with all parties involved in the participant's success
- 20. Connection to wrap around and other supportive services
- 21. Work with the Lexington Barrier Free Re-Entry and Recovery (BFEE) Initiative Coordinator to assess clients.
- 22. Identify and build relationships with employers that will hire the program participants

## III. Contents of Proposal

The following items shall be included in the proposal:

- Narrative describing how the applicant would initiate and carry out the program and proposed components of the program, specifically those mentioned in Section II above, on behalf of LFUCG
- 2. Description of the credentials and experience of applicant leadership and staff who would be involved in the project that demonstrates organizations ability to carry out the program
- 3. Timeline for implementation of the Second Chance Academy program
- 4. Demonstrate ability to work with employers who will work with the organization on providing employment to program participants. Also demonstrate the ability to grow the list of employers as needed in the future to meet program demand
- 5. Description of program and participant tracking that will be used to measure program success
- 6. Description of effort to continue to stay connected with program participants following completion of training and placement for a period of time
- 7. Proposed budget for the program over a two-year period including a budget narrative and budget category line items.

## IV. Project Oversight

The Director of Business Services within the LFUCG Office of the Chief Development Officer will be the primary project contact and will facilitate coordination with Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

## V. Evaluation Criteria and Selection Process

- 1. Evaluation Scoring
  - Demonstrated proven track record of performance in working with employment training and placement with an emphasis placed on organization experience in working with re-entry clients (25% of score)
  - Organization/applicant capacity to manage and operate the project successfully on behalf of LFUCG (25% of score)
  - Organizational and employee experience in working with re-entry programs/individuals (25% of score)
  - Cost of the project and ability of proposed budget to cover key components of the LFUCG program (25% of score)
- The selection committee will make a recommendation to the Economic Development Investment Board who may accept their recommendation, request additional information or request respondent interviews.
- 3. The Economic Development Investment Board recommendation will be final upon approval of the Lexington-Fayette Urban County Council.

## VI. Timeline

Notice to proceed anticipated in May 2023 with a project Purchase of Services Agreement (PSA) for twelve (12) months

## VII. Proposal Submissions

Proposals will be received via IonWave, https://lexingtonky.ionwave.net, until 2:00 p.m., EST time on April 3, 2023.

The Lexington-Fayette Urban County Government assumes no responsibility for proposals that are not delivered as indicated above.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Title: Lexington Second Chance Academy Workforce Re-Entry Program (RFP #16-2023)

A Project to Assist Individuals Leaving the Fayette County Detention Center with Finding, Obtaining, and Maintaining Permanent Employment

## Introduction:

Jubilee Jobs of Lexington has been changing lives and promoting long-term job placement and success in Central Kentucky for almost 15 years. Jubilee Jobs proposes a project called the Lexington Second Chance Academy, integrating the organizations near 15-year history of workforce development, to assist individuals leaving the Fayette County Detention Center with finding, obtaining, and maintaining permanent employment through the seven-step jobs programming. The program aims to equip individuals with the necessary skills and resources to succeed in the workforce and reduce recidivism rates in Fayette County.

## **Background**:

The rate of recidivism nationally and in Fayette County is high, with many individuals returning to jail within a few years of their release. One of the leading causes of recidivism is the lack of access to employment opportunities, which can lead to financial instability, housing insecurity, and a higher likelihood of returning to criminal activities. Recidivism rates are nearly cut in half for individuals that have full-time jobs compared to those that are unemployed. Therefore, Jubilee Jobs of Lexington proposes a project of integrating the near 15-year experience of working with complex jobseekers to continue changing lives by providing individuals with the necessary support to obtain and maintain employment.

Since 2009, Jubilee Jobs of Lexington has worked in Central Kentucky to identify, address, and eliminate employment barriers for second-chance and disadvantaged job seekers. For nearly fifteen years, the Jubilee Jobs program has refined targeted efforts and skills to address factors that contribute to cyclical joblessness.

In 2022 alone, the program assisted:

- Clients served through programing, assistance & counseling: 632.
- Jobs secured for clients: 560.
- Scheduled client employer interviews: 605.
- Employers who hired a client: **110**.

Of the Jubilee Jobs' clients that secured work, 92% were Fayette County residents. Most of these residents lived and secured work in Fayette County, contributing to payroll withholdings and returning the investment back to Central Kentucky's economy.

Jubilee Jobs has a proven track record with justice-involved clients. In 2022, over 71% of Jubilee Jobs' clients had some form of criminal background; many were previously incarcerated in Central Kentucky. Jubilee Jobs has become expert in assisting such clients with finding, obtaining, and maintaining work. Jubilee Jobs staff and leadership have professional, academic, and lived experience that informs their advocacy and efficacy. Furthermore, Jubilee Jobs' board of directors is comprised of individuals who are leaders in business, finance, law, ministry, and social work. This wide breadth of expertise widens the network, opportunities, and resources available to the vulnerable we serve.

In 2022, Jubilee Jobs placed clients with 110 distinct employers. This diversity of opportunity is indicative of the individualized approach taken with each client, and the credibility hard-won with the business and employer community at-large. Employers have recognized the fruitfulness of hiring Jubilee Jobs clients. Consequently, both new employers obtained through this initiative, as well as the existing employers partnered with Jubilee Jobs will enjoy the capable, ready-to-work clients the organization serves.

## **Program Description:**

The Jubilee Jobs of Lexington pilot project will assimilate into their core service offerings a comprehensive approach to assist individuals in finding, obtaining, and maintaining permanent employment. Program participants will be identified through a defined referral and conditions assessment. The program will consist of the following components:

*Seven-Step Program*: Program participants will complete Jubilee Jobs of Lexington's two-week, seven-step training model while completing their time at the Fayette County Detention Center.

*Job readiness training*: Individuals will receive job readiness training, including resume building, interviewing skills, and workplace etiquette. Participants will be required to satisfactorily complete the participation and assignment requirements in order to continue participation in the program. Such assignments may include but are not limited to – mock interviews, workforce readiness testing, supplemental programming (components of Fatherhood Initiative, personal finance, budgeting, understanding STARS interviewing, computer literacy, etc.)

*Job placement*: The program will work with local businesses to identify job opportunities for individuals and match them with appropriate employment. Individuals completing all components of the job readiness training and seven-step programming will work with a job counselor until they hear the words, "you're hired!"

*Ongoing support*: Jubilee Jobs of Lexington will provide ongoing support to individuals who secure employment to ensure they maintain their job and achieve financial stability. Furthermore, Jubilee Jobs will work with clients to encourage the development of pathways for upward mobility, up-skilling and training.

Additionally, to promote job retention, Jubilee Jobs will incorporate a retention bonus program. This tiered program incentivizes 3, 6 and 12-month job retention milestones with \$50, \$100, and \$150 gift card bonuses for each respective accomplishment. Jubilee Jobs' analysis has shown that this small incentive has a meaningful impact in promoting job retention.

*Mentoring*: Mentors will be made available to each individual to provide guidance and support as they transition back into the workforce.

*Resource referral*: The program will refer individuals to other community resources, such as housing assistance, addiction treatment, educational resources and mental health services, as needed. Additionally, interested participants will be referred to pertinent training programs for skills development and technical training – examples include but are not limited to: CDL training, trade school, GED classes, computer literacy courses, etc.

Formalized partnerships have been established with Lexington Rescue Mission, The Hope Center, Legal Aid of the Bluegrass, and Fatherhood Initiative to assist clients with the litany of barriers they may face upon leaving incarceration.

- Lexington Rescue Mission Expedited processing for Jubilee Jobs referrals for the LRM Homeless Intervention Program. This initiative will assist eligible, employed, unhoused individuals with finding permanent housing, and then funding the initial deposit and first month's rent.
- The Hope Center Priority processing of Jubilee Jobs referrals for temporary housing, nutritional and recovery supports.
- Legal Aid of the Bluegrass Expedited intake for Jubilee Jobs' referrals to assist eligible clients with legal assistance, including but not limited to criminal expungement education, benefits assistance, immigration aid, housing advocacy, etc.
- **Fatherhood Initiative** Eligible Jubilee Jobs' clients will have guaranteed access to fatherhood classes to promote family restoration, skills development, and restorative reintegration.

Jubilee Jobs understands that poverty and cyclical joblessness is a complex problem requiring a multi-faceted approach. Consequently, the program is committed to leveraging their wide array of city partners to help stabilize clients. Participants of this project will benefit from this well-established resource network.

*Move-Up Events*: Program participants will be incentivized to attend 2-3 Jubilee Jobs of Lexington Move-up meetings for ongoing skills development, program participation and resource engagement. Such classes may include expert training in financial literacy 101, legal education on criminal record expungement, emotional wellness education, or similar topics to promote social, financial, and emotional stability.

## Timeline:

Jubilee Jobs of Lexington will rapidly implement the programming to begin work as soon as the notice to proceed has been granted. The first thirty days after approval will be used to prepare staff, materials and training curriculum for program implementation. Programming within the detention center will begin on or before the thirty days after NTP receipt, based on approval of FCDC requirements.

## **Goals and Objectives:**

The primary goal of the Jubilee Jobs of Lexington pilot project is to assist individuals leaving the Fayette County Detention Center with finding, obtaining, and maintaining permanent employment. The annual objectives of the program are as follows:

Goal (1): A client interview and assessment with a counselor to include review of job history, barriers to employment, assessment of marketable skills for job placement determination, and determination of the degree of client willingness to comply with programming requirements.

Target (1): 110 individuals will be engaged during this grant period of which 70% or 77 clients will successfully complete the Second Chance Academy. At least 58 clients will obtain full-time employment.

Goal (2): Job workshops will be conducted by Jubilee Jobs staff to include training in interview preparation and conflict resolution.

Target (2): 77 individuals or 70% of participants will complete the seven-step jobs program.

Goal (3): One-on-one professional materials preparation with a Jubilee Jobs counselor.

Target (3): 77 individuals or 70% of participants will leave with written resumes, job leads, employment leads or educational tools as a result workshops completed.

Goal (4): Individual needed assistance as client undergoes the employer referral and interview process.

Target (4): 77 individuals or 70% of participants will be assisted with completing job applications, mock interviews, cover letter development, job lead acquirement, employment, and educational tool obtainment as a result of the workshops completed.

Goal (5): Client assistance with other job barrier issues such as interview appropriate apparel, computer access for job applications and public transportation vouchers for job interviews.

Target (5): 50 clients will be assisted with job barrier issues as referenced above.

Goal (6): Clients will enter a tiered retention program with an increasing incentive to maintain work for three, six and twelve months, upon obtaining full-time work. Consequently, reduced recidivism rates should be directly correlated to job retention.

Target (6): 38 or 65% of those who obtain full-time work should retain their employment for at least six months.

Jubilee Jobs utilizes CharityTracker to measure program outcomes and participant tracking. CharityTracker is a software platform that allows organizations to track and manage client information, services provided, and outcomes achieved. It provides a centralized database that can be accessed by multiple users and allows for real-time data entry and reporting. Jubilee Jobs will use CharityTracker to track program participants' demographics, enrollment dates, completion dates, and employment status.

Furthermore, in addition to tracking employment status and placement for participants, Jubilee Jobs will follow up with program participants to measure job retention. Jubilee Jobs will make continued efforts to contact clients for measurement of job retention for one calendar year. Additionally, Jubilee Jobs will employ the retention bonus program to incentivize ongoing participant contact and engagement. Moreover, clients that desire to receive retention bonuses will be required to participate in at least two quarterly move-up meetings to qualify. This will foster the development of ongoing relationships and programmatic support.

## Budget:

The Jubilee Jobs of Lexington pilot project will require funding of \$150,000 for the two-year initiative. The proposed annual budget of \$75,000 is attached.

According to the Vera Institute of Justice, Fayette County spends on average \$75 per incarcerated person per day. Consequently, if Jubilee Jobs is able to secure employment for 58 individuals and keep them employed and out of jail for six months, this will save Fayette County over \$783,000. Over two years, if these 58 individuals stay employed and out of jail, it would save the FCDC \$3,175,500 – translating to a staggering ROI of 1,842%. Employment is the number one determinant of recidivism. Investing in jobs programming is good for Lexington and good for second-chance job seekers!

The proposed budget will fund a new specialized job counselor position, whose full-time role will be working to ensure project success. Additionally, the budget includes expenses for

necessary overhead, outreach to employers and agency partners, programming refit to purchase the necessary equipment and supplies for external servicing, a client needs expenditure to fund the purchase of needed work-ready supplies – IDs, birth certificates, work-ready clothing, hygiene items, transportation vouchers, etc. Additionally, the budget will contain line items to fund the move-up meetings and retention bonus program.

#### **Conclusion**:

The Lexington Second Chance Academy aims to assist individuals leaving the Fayette County Detention Center with finding, obtaining, and maintaining permanent employment. By providing comprehensive job readiness training, job placement services, ongoing support, and mentoring, Jubilee Jobs seeks to leverage their experience and expertise to reduce recidivism rates and promote financial stability among individuals re-entering society. With a two-year budget of \$150,000, the program seeks to increase employment opportunities for individuals leaving detention, provide significant return on investment for LFUCG, and make a significant impact in Fayette County.

Jubilee Jobs of Lexington Second Ch Workforce Re-Entry Program 2023-	•	
Expense	Second Chance Academy 2023 Expenses:	Two-Year Grant Expenses:
•		
60000 · Advertising and Promotion	4,500.00	9,000.00
60400 · Bank Service Charges	-	-
61000 · Business Licenses and Permits	-	-
61300 · Donations	-	-
61700 · Computer and Internet Expenses	1,000.00	2,000.00
61800 · Office Refit	-	-
61900 - Outreach Programming Refit	-	-
62000 · Continuing Education	-	-
62500 · Dues and Subscriptions	-	-
Total 60000-62500	5,500.00	11,000.00
62700.1 · Restricted Grant Expenditures-Client Needs	4,000.00	8,000.00
Total 62700 & 62800	4,000.00	8,000.00
63000 · Fundraiser	-	-
63000.1 · Special Events - Back to Work BBQ	-	-
63000 · Fundraiser - Celebration	-	-
Total 63000	-	-
63300 · Insurance Expense		
63310 · General Liability Insurance	250.00	500.00
63350 · Professional Liability	250.00	500.00
63360 · Worker's Compensation	250.00	500.00
63300 · Insurance Expense - Other		
Total Insurance Expenses	750.00	1,500.00
63500 · Legal	-	-
64300 · Meals	-	-
64400 · Board Meetings	-	-
64500 · Move Up Meetings	1,500.00	3,000.00
64900 · Office Supplies	1,750.00	3,500.00
66000 · Payroll Expenses	45,000.00	90,000.00
66100 · Health Insurance	6,000.00	12,000.00
	_	-
66500 · Postage and Delivery	150.00	300.00
66700 · Professional Fees		-
66900 · Longevity Recognition Program	5,350.00	10,700.00
67100 · Rent Expense	4,200.00	8,400.00
67200 · Repairs and Maintenance	-	-
68100 · Telephone Expense	600.00	1,200.00
68400 · Travel Expense (Mileage)	200.00	400.00
68500 · Miscellaneous	200.00	+00.00
		-
68700 · Flowers and Gifts	-	-
69000 · Taxes		- 130 500 00
Total =63500-69000	64,750.00	129,500.00
	A 75 000 55	A 450 000 55
Total Expense	\$ 75,000.00	\$ 150,000.00



444 Glen Arvin Ave. • P.O. Box 1050 • Lexington, KY 40588

Phone: (859) 381-9600 • Fax: (859) 381-9603 • www.lexingtonrescue.org

March 24, 2023

Lexington-Fayette Urban County Government 200 East Main St. Lexington, KY 40507

Re.: Letter of Support - Jubilee Jobs of Lexington

To Whom It May Concern:

I author this letter to communicate my full support for the grant proposal submitted by Jubilee Jobs of Lexington for their Second Chance Academy Workforce Re-Entry Program. As the Executive Director of Lexington Rescue Mission ("LRM"), I have had the joy of collaborating with Jubilee Jobs to serve individuals who face barriers to employment and those experiencing homelessness. Our organizations share a common goal of providing comprehensive support to empower individuals to overcome challenges and realize their fullest potential.

Under this grant proposal, Jubilee Jobs plans to assist those leaving the Fayette County Detention Center with workforce re-entry services, employment resourcing, and jobs placement through their seven-step program. LRM will work closely with Jubilee Jobs to provide expedited processing for referred eligible participants for the LRM Homeless Intervention Program. This initiative will assist eligible, employed, unhoused individuals with finding permanent housing. In addition to case management, helping participants find appropriate housing, the program assists with part of the initial deposit and first month's rent. Additionally, Jubilee Jobs' referrals will have access to the nutritional services, clothing, and other supports offered by LRM.

Lexington Rescue Mission has a proven track record of providing high-quality services to individuals experiencing homelessness in the Lexington area. We are committed to working with other organizations to maximize our impact and serve the needs of our communities. Our partnership with Jubilee Jobs is a testament to our shared commitment and values to serve our neighbors in need and help them maximize their potential and overcome their obstacles. We are confident that Jubilee Jobs will use the grant funds to expertly and compassionately serve project participants with securing quality jobs and reduce recidivism as a result.

Thank you for your full and careful consideration of this proposal. If you have any additional questions, please do not hesitate to reach out.

Kindest regards,

Laura Carr Executive Director



We Help, We Heal, We Give HOPE

Rufus M. Friday-Executive Director

Wednesday, March 15, 2023

Lexington-Fayette Urban County Government 200 East Main St. Lexington, KY 40507

Re.: Letter of Support – Jubilee Jobs of Lexington

To Whom It May Concern:

I am writing this letter to express my strong support for Jubilee Jobs of Lexington and their grant proposal for the Second Chance Academy Workforce Re-Entry Program. As the Executive Director of The Hope Center, I have seen firsthand the positive impact that Jubilee Jobs has had on our community by providing job search and training assistance to individuals who have experienced barriers to employment. Jubilee Jobs has nearly fifteen years of experience working with vulnerable job seekers, of which many of whom have been criminal justice involved.

Jubilee Jobs has been an invaluable partner to our organization, and we have worked closely with them to provide temporary housing, nutritional, and recovery support to individuals who are referred to us through their program. Through this partnership, we have been able to ensure that our resources are being used effectively to support those who need them the most.

The Second Chance Academy Workforce Re-Entry Program would be a vital initiative that will provide even more opportunities for individuals to access the resources and support they need to successfully reintegrate into the workforce. I am confident that Jubilee Jobs will be able to effectively implement this program and provide valuable support to our community.

To aid in their success, The Hope Center will provide eligible Jubilee Jobs referrals with temporary housing, nutritional and recovery supports. We believe that this partnership will continue to have a positive impact on the individuals we serve. We are committed to working with Jubilee Jobs to ensure the success of this program.

Thank you for your full and careful consideration of this grant proposal. I believe that the Jubilee Jobs' Second Chance Academy Workforce Re-Entry Program has the potential to make a significant difference in the lives of many individuals in our community, and I strongly urge you to support this proposal.

Sincerel Rufus

P.O. Box 6 Lexington, KY 40588 www.hopectr.org



Wednesday, March 22, 2023

Lexington-Fayette Urban County Government 200 East Main St. Lexington, KY 40507

Re.: Letter of Support - Jubilee Jobs of Lexington

To Whom It May Concern:

I am writing this letter in support of Jubilee Jobs of Lexington's grant application for the Second Chance Academy Workforce Re-Entry Program. As director of the Fatherhood Initiative, an organization that provides fathers with the tools they need to overcome barriers and achieve healthy, lifelong relationships, we work with men that are overcoming obstacles to restore both their position as a dad, and their space as a productive member of society. I understand the importance of providing job training and placement opportunities for individuals who have been impacted by the criminal justice system.

Jubilee Jobs of Lexington has been providing job training and placement services to individuals in need since 2009, and I believe that the Second Chance Academy Workforce Re-Entry Program is a natural extension of their mission. The program aims to provide job training and placement to those in the Fayette County Detention Center, and I am confident that it will have a significant impact on the lives of those who participate.

The Fatherhood Initiative strongly supports this initiative because we believe that providing job training and placement to those who have been impacted by the criminal justice system is essential to breaking the cycle of poverty and crime. By giving individuals the tools they need to succeed in the workforce, we can help them build stable, fulfilling lives for themselves and their families. Fatherhood Initiative will be partnering with Jubilee Jobs to offer support to participants interested in completing our Lifelong Fatherhood Program.

I urge you to give full consideration to Jubilee Jobs of Lexington's grant application. The program has the potential to make a real difference in the lives of many individuals who have been impacted by the criminal justice system, and we are proud to support it.

Thank you for your consideration.

Sincerely,

Jared Sloan Director



COVINGTON OFFICE

104 East Seventh Street Covington, KY 41011 ph: 859-431-8200 fax: 859-431-3009 www.lablaw.org

Wednesday, March 15, 2023

Lexington-Fayette Urban County Government 200 East Main St. Lexington, KY 40507

Re.: Letter of Support - Jubilee Jobs of Lexington

To Whom It May Concern:

I am writing this letter to express my full support for the grant proposal submitted by Jubilee Jobs of Lexington for the Second Chance Academy Workforce Re-Entry Program. As the Executive Director of Legal Aid of the Bluegrass ("LABG"), I have had the pleasure of collaborating with Jubilee Jobs in providing services to clients who face barriers to employment and other social services. Our organizations share a common goal of empowering clients to overcome obstacles and achieve their full potential.

Under this grant proposal, Jubilee Jobs plans to provide workforce re-entry services, jobs resourcing and assistance to those leaving the Fayette County Detention Center. LABG will work closely with Jubilee Jobs to assist eligible clients with legal services, including but not limited to criminal expungement education, benefits assistance, immigration aid, and housing advocacy. We believe that by working together, we can provide a comprehensive and holistic approach to our clients' needs. Consequently, we believe that we can work towards the goal of stabilizing families and reducing recidivism.

LABG has a proven track record of providing high-quality legal services to low-income individuals and families throughout our service area. We are committed to collaborating with other organizations to maximize our impact and serve the needs of our communities. Our partnership with Jubilee Jobs is a testament to our commitment to work together to provide our clients with the resources they need to achieve success.

We are confident that Jubilee Jobs will use the grant funds to provide the necessary support and services to eligible clients, and we are excited to be part of this important initiative. LABG is committed to providing the highest quality legal services to our clients, and we look forward to continuing our partnership with Jubilee Jobs of Lexington in this endeavor.



LSC America's Partner for Equal Justice Thank you for your consideration of this grant proposal. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

he Karen Hoskins Ginn, Esq.

Executive Director

