



# Lexington-Fayette Urban County Government

## Request for Proposals

---

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #36-2023 LFUCG Website Redesign** 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 **September 15, 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Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.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 special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

### **Contention Process**

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

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

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

## AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

---

Signature

---

Date

**SELECTION CRITERIA:**

Vendor qualifications & experience	20%
Project approach & team composition	30%
Quality & relevance of sample work	30%
References	10%
Cost	10%

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 Procurement  
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 Procurement, (859)-258-3320.

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

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

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

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

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

# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

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

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

\_\_\_\_\_



**WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Procurement 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 Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

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

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

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

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

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

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

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement 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>)

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



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

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

**Failure to submit a completed form may cause rejection of the bid.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the



contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

Date

Title

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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

---

Signature

---

Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.



## Renewals

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

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

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

## Verification of Coverage

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

## Right to Review, Audit and Inspect

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

## **DEFAULT**

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

# 2023 LEXINGTONKY.GOV REDESIGN

*Request for Proposal*



**LEXINGTON**

# TABLE OF CONTENTS

- INTRODUCTION AND PROJECT BACKGROUND..... 3**
  - Why a new site is needed .....3
  - Timeline & Important Deadlines (TENTATIVE) .....4
- IDENTIFY CHALLENGES..... 5**
- LAYOUT GOALS..... 6**
- AUDIENCE ..... 6**
- WEBSITE REQUIREMENTS ..... 7**
  - Brand identity .....7
  - Site architecture.....7
  - User experience testing .....7
  - Social media engagement.....7
  - Customer service interaction .....8
  - Current features.....8
  - Requested features .....9
  - Web hosting.....10
- ADDITIONAL REQUIREMENTS ..... 11**
  - Professional services .....11
  - Support services.....11
  - Maintenance.....11
  - Enclosures.....11
- SCORING CRITERIA..... 13**
- TEAM ROLES AND COLLABORATION..... Error! Bookmark not defined.**
- SUBMISSION INSTRUCTIONS..... Error! Bookmark not defined.**

# INTRODUCTION AND PROJECT BACKGROUND

Lexington, known as the “Horse Capital of the World,” with a population of more than 320,000, is the second-largest city in Kentucky. Recently named one of the world’s “100 Most Loved Destinations” by the Tourism Sentiment Index, Lexington is a city that visitors are excited to explore, and locals are proud to call home. Lexington’s landscape, educational opportunities, health care choices, employment options and diversity make it among the highest-educated, most affordable, and job-friendliest places in America.

Each year, the City of Lexington’s website logs more than five million page views from residents and tourists alike, as they search for news and information resources and other digital services. Viewers can access more than 3,500 pages and web forms to learn about and connect to government services. Residents can sign up for Parks & Recreation programming, report a pothole, obtain a building permit, watch live meetings and perform various other tasks while visiting the site. Business and tourism prospects can acquire information about operating in Lexington, browse a calendar of events, and learn about the city’s abundance of opportunities for work and leisure.

The site is managed by the City’s digital content administrator and is supported by staff from the Office of Public Information and Computer Services. Most of the content is authored and maintained by more than 60 content liaisons across the City’s 66 offices, divisions and departments.

The City of Lexington will seek a partner to implement and host a new high-end, responsive, database-driven website. The chosen vendor will provide services including user experience research, visual design, front-end/back-end programming, content transfer, usability testing, and content manager training. The new website will focus on providing a useful and user-friendly experience for residents and businesses needing to interact with Lexington-Fayette Urban County Government (LFUCG). Emphasis is placed on enhancing the user experience with a modern, functional design and faster page loads. The new website must be developed with a responsive design that will self-adjust for desktop and mobile viewing and follow WCAG 2.1 Web Content Accessibility Guidelines.

The website contains integrations with Formstack, Granicus Boards and Commissions and other software products. The site also holds various media file types such as photos, PDF documents, forms, maps and videos.

The project will be managed by LFUCG’s public information office supervisor and digital content administrator with support from the Chief Information Officer and Chief Administrative Officer.

## *Why a new site is needed*

Work on the current [lexingtonky.gov](http://lexingtonky.gov) website began in 2015, and the site launched on Aug. 1, 2016. The website has served as an online portal for residents to learn about services and to do business with the city. Since launch, the Content Management System (CMS) has been updated from Drupal 8 to Drupal 9.3 and new features have been added. Even with these changes, the code base is outdated, and key features no longer work as they should. The site needs to be modernized with improved menus and search functions for better usability. LFUCG seeks to become a true digital government.

## ***Timeline & Important Deadlines***

- a. RFP release date: August 14, 2023
- b. Vendor response deadline: September 15, 2023
- c. Vendor interviews: October 2-6, 2023
- d. Vendor selection: October 6, 2023
- e. Project kickoff: Jan. 8, 2024
- f. Desired launch date: Oct. 7, 2024

Proposals will be evaluated consistent with Lexington-Fayette Urban County Government procurement policies and procedures. Questions related to the RFP should be directed to the Q&A module at <https://lexingtonky.ionwave.net>.

Potential respondents should not contact any City staff member or person involved in the selection process, other than through the website listed above, regarding the project contemplated under the RFP while the RFP is open and vendor selection has yet to be finalized. Any attempt to do so may result in disqualification of the firm from consideration.

## IDENTIFY CHALLENGES

Lexingtonky.gov is the fastest way to do business with the city government online. Most departments have enabled pieces of their business workflow online in recent years, while others have not. LFUCG aims to become a true digital government by bringing online as many city services as possible.

Content navigation can be difficult for many who visit the lexingtonky.gov home page. Viewers can navigate to content via links, a search function, or a menu, but there are usability challenges with each of these methods. A better option for home page links needs to be determined. The search feature does not return results if there are typos or misspelled words and is unable to supply related results if the search term is not specified in any content. The menu system is based on an outdated model and needs to be centered around user experience. The menu is also confusing and slow to respond.

With these navigation methods, it typically takes too many clicks for viewers to find the information they want. This can lead to a high bounce rate and is a common complaint in the feedback we receive.

Employees who maintain content on the city's website also report challenges. The current document management solution has proven easy to use, but it does not support version control and removal of outdated documents is difficult. Content liaisons also want more robust options for displaying information and sharing content.

## LAYOUT GOALS

The layout for lexingtonky.gov needs to be dynamic, engaging, responsive and easy to use. We will require layout options for the following, based on current content types:

1. Home page
2. Interior pages
3. Department/microsite landing pages
4. Boards and commission pages (integrating Granicus)
5. News articles
6. Events
7. Meetings
8. Alert banners
9. Final notices

## AUDIENCE

The City of Lexington utilizes Google Analytics and Hotjar to better understand the needs and preferences of current and potential website viewers. The vendor will have access to these analytics and other data but should conduct additional research independently. This research is necessary to help build a website that keeps our community engaged and informed.

To assist in this phase, we may provide access to conference rooms and standard computing equipment for user testing. Requirements for any specialized user testing facilities or methods should be included in your proposal.

# WEBSITE REQUIREMENTS

- a. Brand identity
- b. Site architecture
- c. Re-directs of URLs
- d. User experience testing
- e. Analytics integrations
- f. Social media engagement
- g. Customer service interaction
- h. Additional content features (photo gallery, slideshow, downloadable documents, calendar, etc.)
- i. Information Security protocols
- j. Website accessibility
- k. Website maintenance and hosting
- l. Language translation feature
- m. Training for Content Management Solution (CMS)

## ***Brand identity***

To effectively communicate the many programs and services the City provides, LFUCG has adopted a unifying brand aesthetic and graphic identity. The reputation of this identity rests on the clear and consistent utilization of logos, colors, typography and other imagery used by the City's many departments and divisions. As every form of written and visual communication is a reflection of the City's brand, LFUCG has established city logo and [branding guidelines \(CAO Policy 57](#) – attached).

The selected vendor shall deliver a brand and training manual that leverages original design assets to provide principles around website design (ex. write in the active voice, avoid gender-specific pronouns), as well as a pattern library for key digital assets (including specific colors, fonts, icons, etc.). To assist with this phase, LFUCG will provide the current style guide.

## ***Site architecture***

Currently, the site architecture is based on search results and a menu system that needs to be updated. The menu is currently three pages deep and reloads whenever something is clicked. Categories based on user personas and experiences must be developed during the website rebuild.

## ***User experience testing***

The vendor selected for this rebuild must conduct user testing based on best practices. Public feedback and input are required for this project so we may present viewers with the best possible experience. Visitors to the website should be able to take a short survey about the current design, and while the new website is under construction, should be able to access the beta version to leave feedback about the new experience.

## ***Social media engagement***

The new design should include “share” buttons on pages, news articles, events, meetings and other content to simplify the sharing of information to social media platforms. It should also be easy for LFUCG's social media managers to copy links and embed in a social media post.



## *Customer service interaction*

The discovery phase should include identifying and inventorying software on the existing lexingtonky.gov website. These various software applications should be integrated seamlessly into the new website experience. The vendor should also make recommendations for technology solutions to enable government operations currently lacking a public-facing platform.

## *Current features*

Lexingtonky.gov has a list of features that users are accustomed to and will need to be included in the new website. The features listed below are the baseline needs of the website. These features support how content is managed and shared.

- **Accessibility** – Lexingtonky.gov follows WCAG 2.1 accessibility standards to accommodate all website visitors. In a compliance audit performed in March 2023, the website scored a 90%.
- **Alert banners** – These banners are displayed at the top of the home page to draw viewers' attention to important information. There are levels of severity associated with the banners. Multiple alerts may be activated at once, and all banners can also be displayed on a single page.
- **Buttons** – Links and content have different button styles (call-to-action buttons, card buttons, icon buttons, contact cards, and accordions).
- **Calendar for events and meetings** – The current calendar has a list view and a calendar view. Both of which can be improved based on new best practices.
- **Content approval workflow** – An approval workflow is crucial for publishing content to pages. Content liaisons update content and submit it for approval, then the Public Information Office reviews the content for accuracy, typos, formatting and style before publishing.
- **Content liaison permissions** – Multiple content liaison roles need to be established with proper permissions granted.
- **Department landing pages** – Each department within the city government has a landing page that acts as a hub for that department.
- **Document management** – MS Word, MS Excel and PDF documents supplement content on lexingtonky.gov. Viewers can download these documents as needed.
- **Google Analytics** – Lexingtonky.gov has integrated Google Analytics to capture data about how the website is used. Pageviews, user numbers, events and tags are used for accurate reporting.
- **Hosted solution** – Lexingtonky.gov is currently hosted on Pantheon servers and is managed by the current vendor. A bundled or Website as a Service (WaaS) solution for the new website is desired.
- **LexFind** – This award-winning tool allows viewers to find information about trash collection, political information, parks and public safety. Ideas for expansion of this are encouraged.
- **Location tags** – The Public Information Office maintains a list of all city government locations so content liaisons have access to this data. This makes it easy to update location information across the entire website.
- **News section and articles** – Press releases from departments and city officials are posted as news articles. These articles have a reserved section on the homepage.
- **Page tagging** – Events, meetings and news items may be tagged to display on sections of the services guide, department and on the boards & commission pages.
- **Responsiveness** – Lexingtonky.gov is built to be responsive to screen size and can be easily accessed from mobile devices, though this could be improved on.
- **Search and popular searches** – Though the search function can be moved from its current location centering the home page, a search feature must remain a key component.

- **Information Security protocols** – The website currently uses a captcha for challenge-response authentication. System components are maintained via defined patch cycle, content data is backed up and restore procedures routinely tested.
- **Service guide pages** – These are general pages on the website with simple layouts which provide a means to build a basic page on [lexingtonky.gov](http://lexingtonky.gov).
- **Traffic ticker** – The traffic ticker is maintained by Traffic Engineering and is always in the top 10 visited pages. Updates to the ticker are made in Github then formatted properly to display on [lexingtonky.gov/traffic-ticker](http://lexingtonky.gov/traffic-ticker).
- **Translation feature** – This feature allows viewers to translate the site to nearly 100 languages.
- **User feedback button** – This form allows viewers to submit content update requests, complaints, and other website feedback. It is accessible on every page of the website and provides webmasters with a link to the page where the message was submitted.
- **URL redirects** – Aliases are used to make easy-to-read URLs for marketing materials.

### *Requested features*

- Compatibility with mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Edge, and Mozilla Firefox released within the last 5 years.
- Top services section
- Simplified navigation menu
- Robust search engine that returns closely matching results
- Calendar for events and meetings with ability to toggle between daily, weekly, monthly views
- Viewer feedback form and response system
- Approver email notifications for content approval
- Comprehensive document management system
- Scheduled publishing and expiration for pages, events, meetings and news items
- Scheduled page update reminders for content liaisons
- Improved layout for department pages or microsites
- Event display for pages (see water week, camps, bike/walk month pages for examples) with a flex grid to create an associated calendar item.
- Lightboxes to copy and paste PDF text to reduce need to upload of PDF files
- Simple linking for documents, phone numbers, email addresses, and internal and external pages
- Streamlined event and meeting scheduling tool (see iCal, Google Calendar, etc.)
- URL redirects for documents, accordions, meetings, events and other linkable items
- Native solution for displaying photo collections
- Built-in AP Style guide checker and conversational language checker to help keep content at 6<sup>th</sup> to 8<sup>th</sup> grade reading level.
- Tagging feature for events, meetings, and news items to tag pages and departments
- Department tags readable by Google Analytics for reporting by department
- Method for displaying staff information on department pages (to have contact information listed if needed)
- Improved appearance for contact blocks
- Tools to embed video content and maps from LFUCG's GIS platform (ESRI)
- Two-factor authentication for content liaison logon
- Paragraph content types for easy content updates
- Other features to be determined during discovery



## **Web hosting**

The bidder shall provide in their proposal the website's hosting platform and the location of the supporting server infrastructure. The hosting solution must certify 99.9% uptime and supply adequate bandwidth to support at least 3,000 website visitors per hour. The proposal shall include:

1. The hosting provider and/or service platform used
2. Liability insurance verification and level of coverage
3. Information security protocols in use by the hosting provider and/or service platform, including:
  - Methodologies and routines for vulnerability scanning
  - System and software patch schedules
  - Protections against malware, ransomware, cross-site scripting, SQL injection, data exfiltration, email harvesting, defacement and similar threats
  - Approaches to intrusion detection and prevention, including DDOS mitigation
  - Event logging, auditing, and retention
  - Relevant third-party attestations and audit reports
4. System backup and recovery practices, including:
  - Backup capture intervals
  - Inventory of items being backed up (e.g., site content, structure, user profiles, database, etc.)
  - Request process and service level targets for restoring data from backup.
5. Data privacy policy(ies) inclusive of:
  - a. Approaches to data collection and use
  - b. Mechanism(s) and usage of session tracking data such as browser cookies
  - c. Distribution of aggregated and/or de-identified data to third parties, including subcontractors and affiliates



## **ADDITIONAL REQUIREMENTS**

### ***Professional services***

In addition to any professional services necessary to complete the above deliverables, the vendor's proposal shall include the following:

- Project management services to include a project manager assigned for the duration of the project and responsible for coordinating project activities, managing project communications at a regular cadence, and producing project artifacts and deliverables
- A training resource and plan outlining learning content and print materials to be delivered to ensure City staff are able to utilize all necessary features of the Content Management System fully, and to train designated personnel as trainers to impart such knowledge to future contributors

### ***Support services***

The bidder's response shall describe methods and timeframes in which routine maintenance and requests for support are fulfilled. These items should include but are not limited to:

- Providing multiple communication channels (email, phone, web) for engaging live, U.S.-based technical support, including emergency support after business hours
- Applying updates, patches, and version upgrades to the CMS system
- Managing patches and security updates for the website's codebase and any related infrastructure components
- Managing and escalating routine and emergency maintenance tasks with the website hosting provider

### ***Maintenance***

The bidder shall estimate routine software maintenance costs for 5 years following project completion, to be billed annually. This estimate will include security patching, software updates, scheduled upgrades and any other support services to maintain the code base and functionality of the website. The bidder should also include a menu of pricing options for ongoing design and development options for meeting future technical and/or creative objectives, such as bulk purchase of pre-paid hours or per-hour pricing (time and materials). Projections for these hourly costs should be included in the vendor's response.

### ***Enclosures***

Responding vendors should have at least five years of experience providing similar services to public sector entities. Enclosures with the proposal shall include:

- A company profile including the number of continuous years in operation, organizational chart, and philosophies relating to corporate culture, DEI commitments, personnel and operations management, cost control, and responsiveness to client concerns
- Details regarding the company's experience in project discovery and research, persona development, digital strategy, user experience, information architecture, responsive web design, usability testing, content strategy, search engine optimization, and website accessibility (WCAG 2.1 and WCAG 2.0 Level A & AA compliance)
- An implementation plan consisting of assigned vendor personnel and their roles, schedule, communication methods and cadence, inventory of tasks and deliverables, progress reporting mechanisms, and skill and availability expectations for participating City personnel

- A list of roles and individuals to be assigned to the project, including brief professional bios and LinkedIn profiles
- Three to five samples of representative work produced for similar clients, including client name and website URL
- A list of subcontractors to be used during project execution or for ongoing maintenance or support; if names are not available or not disclosable, the vendor must list the services to be subcontracted
- A minimum of three references, including client name, website URL, contact person's name and title, phone number, and email address
- Estimated total project cost, including a breakdown by phases or major milestones (e.g., discovery, planning, design, build, content migration, quality assurance and acceptance testing, usability testing and post-launch support), as well as applicable hourly rates for additional time and materials work resulting from scope expansion or other unplanned work.



## SCORING CRITERIA

Responses will be evaluated in the following categories, based on the vendor's ability to meet the requirements of this RFP. The decision to award will be qualitative, but the scoring table below will be used to establish a quantitative data point:

Vendor qualifications & experience	20%
Project approach & team composition	30%
Quality & relevance of sample work	30%
References	10%
Cost	10%

# CITY LOGO & BRANDING GUIDELINES

*SEPTEMBER 2021*

Version 3



**LEXINGTON**

# OVERVIEW

Lexington-Fayette Urban County Government works hard every day to ensure that Lexington is a safe, healthy, vibrant and productive place to work and live.

To effectively communicate the many programs and services the city provides, LFUCG has adopted a unifying brand and graphic identity.

The reputation of this identity rests on the clear and consistent use of logos, colors, typography and other imagery used by the City's many departments and divisions.

Every form of written and visual communication is a reflection of the City's brand, which includes printed materials, signage, email, websites, videos and digital media.

The Public Information Office is charged with developing and supporting the City's brand, logo and graphic standards. Its role is to also help departments and individuals in the preparation and implementation of any internal or external communication so that the City's brand standard remains consistent and at a high quality.

This guide is designed to help users easily and effectively adhere to LFUCG brand standards. For any questions, please contact the Public Information Office, [pio@lexingtonky.gov](mailto:pio@lexingtonky.gov).

## LFUCG's LOGO

The consistent and proper use of the City's primary identifying mark—the Big Lex logo— not only strengthens the reputation of the LFUCG, but also projects the city's established reputation onto all of its many departments, divisions and other entities.

The City's logo should be implemented on an opportunistic basis to help minimize waste of government resources and ensure effective adherence to brand standards. This means to implement the City's logo on materials as it becomes necessary and/or feasible as determined by the Public Information Office and department or division supervisors.

In turn, the City's logo should be used in the development of any new written or visual, internal or external communication. This includes, but is not limited to, printed materials, signage, email, websites, video, vehicles, advertisements, apparel and digital and social media.

For approval, questions or assistance in using the City's logo, contact the Public Information Office.

To review the Chief Administrative Office Policy regarding City brand and logo standards, see policy 57.



# About the “Big Lex” logo aka “the blue horse”

The City’s logo is a horse silhouette paired with the word Lexington. This combination is known as a lockup.

The horse silhouette is of the great racehorse and sire Lexington, as he is depicted in an adaptation of an oil painting by the renowned equine artist Edward Troye.

## Why Lexington (the horse)?

“Lexington was the greatest thoroughbred America had ever seen,” the “Champion racehorse of his day.” – Kent Hollingsworth, author and thoroughbred historian

Lexington is not only known as an exemplary racehorse, he is one of the world’s all-time greatest sires. During his brief racing career, Lexington won six out of seven races and earned \$56,600, which is equivalent to \$1.7 million in today’s monetary standards.

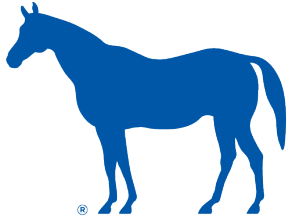
He retired as a three-year-old and went on to live on two stud farms— both located only a short distance outside of the city of Lexington in Midway, Ky. In his lifetime, Lexington sired more than 200 top winners and earned the highest stud fee in the nation. At the time of his death in 1875, the New York Times published an obituary on Lexington’s death, referring to him as “The King of Sires,” and he is today still considered the greatest sire of the 19th century.

Lexington’s skeleton was preserved, studied and exhibited at the Smithsonian Institution in Washington D.C. for more than 125 years before returning “home” to the city of Lexington in 2010. It still stands today in the International Museum of the Horse at the Kentucky Horse Park, where it is on display in front of Troye’s original Lexington oil painting.

# LOGO USAGE

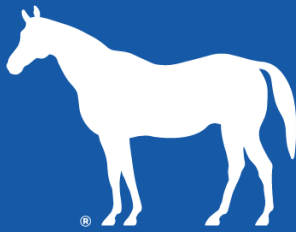
The correct use of the City's primary identifying mark, the Big Lex logo, is as follows:

Blue horse, black letters (preferred use)



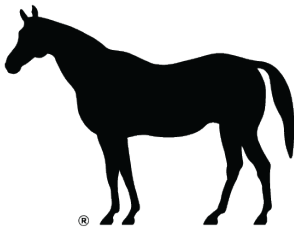
# LEXINGTON

White horse, white letters



# LEXINGTON

Black horse, black letters



# LEXINGTON

# INCORRECT USES



**LEXINGTON**

Stretch or skewed logo



**LEXINGTON**

Any color outside of the three approved versions



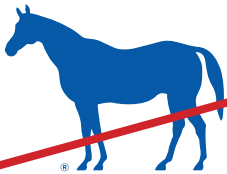
**LEXINGTON**

Added drop shadow



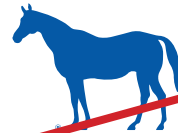
**LEXINGTON**

Outlined



**LEXINGTON**

Adjusting the size of the horse



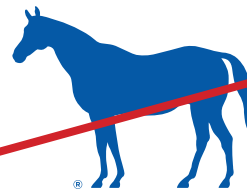
**LEXINGTON**

Stacking the horse on top of the word Lexington

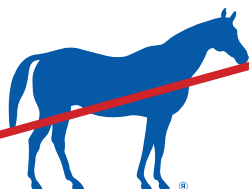


**LEXINGTON**

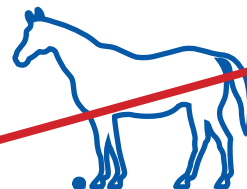
White Lexington



Stand alone horse  
(Must have Lexington after it)



Horse reversed



Stand alone horse outlined

# PAIRING LOGOS

The City's logo may be used in conjunction with approved complementary marks or with other outside marks, but they must always be clearly separated. For example, the City's logo is used with the LFUCG seal (an approved complementary mark) on the City's official letterhead. Or, the City's logo may be used with other outside brand logos as part of a sponsorship sign.

# DEPARTMENT AND DIVISION LOCK-UPS

All LFUCG departments and divisions have personalized logos that include the Big Lex lockup logo with the name of their department or division. Personalized department/division logos may be used in place of the stand-alone City logo for any City document or material.

An example of a personalized City division logo is below.



**LEXINGTON**  
*Environmental Services  
& Public Works*

If you need assistance in accessing or creating a personalized department or division logo, contact the Public Information Office.

# COMPLEMENTARY MARKS

Complementary marks are used in conjunction with or, in some cases, in place of the City's primary mark. Examples of approved official complementary marks are the LFUCG seal, the Lexington Police Department badge and the Lexington Fire Department badge.

Official LFUCG seal:



Adoption and use of official complementary marks must be approved by the Public Information Office.

# SECONDARY MARKS

The Big Lex framed logo will be used sparingly, as a secondary mark. Generally, this will only be used for large, text-free displays.

Official Big Lex framed logo:



Any use of this secondary mark must be approved by the Public Information Office.

# IMAGERY AND PHOTOGRAPHY

Photography is one of the best tools to communicate a sense of place and personality, and to show the City's diverse range of services, activities, employees and citizens. When posting photography, it should vary in place and subject matter and reinforce the City's mission and brand.

Guidelines for photography:

- Photographs of people should most often be candid. Captured moments help viewers get an inside glimpse of Lexington and invites them to be part of the community.
- Balance shots of individuals with ones that include more than one person in order to show a culture of collaboration.
- Social media profile photographs should be friendly and approachable.
- Use a variety of close-ups and wide shots. Close-ups create warmth and familiarity, while wide shots convey expansiveness.
- Represent racial, gender, age and professional diversity.
- Use photographs that are clear and of high quality. Avoid poor quality, low resolution photographs that, for example, are blurry, poorly lit or improperly stretched or sized.

Resources:

- The city utilizes PhotoShelter as A tool for uploading and sharing photography and images. Login accounts are necessary to access the full catalog of photos, but there are also galleries available for anyone to access at <http://lexington.photoshelter.com/>.
- None of the images on PhotoShelter may be used for commercial or advertising purposes without the written permission of the Public Information Office.
- To request access to the city's Photoshelter account, contact the Public Information Office.

# TYPOGRAPHY

Below are examples of approved typography standards to use with the City's logo for signage, documents, etc.

## GOTHAM BOLD FOR HEADLINES

*Calisto MT for emphasis  
and pull quotes*

GOTHAM BOOK FOR SUBHEADS

Cardo Regular for Body Copy text.

### Gotham Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%&\*()+=

### GOTHAM BOLD

Headlines

Subheads (Book)

### *Calisto MT Italics*

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*

*abcdefghijklmnopqrstuvwxyz*

*1234567890 !@#\$%&\*()+=*

### CALISTO MT ITALIC

Used for Emphasis

Call Outs

Pull Quotes

### Cardo Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 !@#\$%&\*()+=

### CARDO REGULAR

Body copy in all print formats

# COLOR STANDARDS

Color has an enduring emotional appeal. Adhering to the following color reproduction guidelines will help in creating a consistent image and visual identity for the City. Whenever possible, the logo should appear with a blue horse (pantone: 286, hex: 0057a8) and black letters. It may also be used in all black or in all white, but never any other color or hue.

Blue (pantone: 286) is the main identifying color of the city of Lexington. Other approved, coordinated colors to use with LFUCG materials and documents include:



Pantone: 286  
CMYK: 100/72/00/00  
HEX: 0057A8  
RGB: 0/87/168



Pantone: 289  
CMYK: 100/76/10/65  
HEX: 001A49  
RGB: 0/26/73



Pantone: 2925  
CMYK: 77/38/9/00  
HEX: 3787BA  
RGB: 55/135/186



Pantone: 137  
CMYK: 14/29/100/00  
HEX: E0B111  
RGB: 224/177/17



50% Gray  
CMYK: 00/00/00/50  
HEX: BFBFBF  
RGB: 191/191/191

LFUCG materials and documents are not limited to only having to use these colors.

Restrictions regarding color and logos:

- Do not change any colors of the signature.
- Do not print in black over a dark background.
- Do not print in white over a light background.
- Do not place logo over heavily patterned background.



# SIGNAGE


See the city's Signage Guide addendum for all approved [internal and external sign standards](#).



# STATIONERY

Letterhead templates for each department and division are available for download on the R drive. Envelope templates are also available upon request. If a department/division needs a letterhead or envelope created or changed, please contact the Public Information Office.

Letterhead example/template:

MAYOR JIM GRAY	 <b>LEXINGTON</b>	FIRST NAME LAST NAME TITLE DEPARTMENT NAME
----------------	--	--

Month XX, Year

Mr. John Smith  
Director of Operations  
ABC Corporation  
123 Alphabet Lane  
Lexington, Ky. 12345

Dear Mr. Smith:


Lorem ipsum dolor sit amet, amet imperdiet. Lobortis hendrerit nulla, libero dui, maecenas est. Urna etiam, nulla vehicula mi. Lobortis et. Mollis nibh convallis, sed aliquam. Pretium imperdiet.

Donec quam, lacus ac maecenas. Felis tempus, facilisis mauris curabitur. Ut imperdiet, morbi cras. Viverra pede, auctor suscipit dictumst, vulputate fames semper. Mattis commodo arcu, ipsum ut, eu orci pellentesque. Fermentum fusce sapien, quam quis cras, eros sociis.

Eget sed, tincidunt suscipit, nunc volutpat penatibus. Cras donec aliquam, mattis in. Nonummy amet. Lectus bibendum mauris, imperdiet placerat. Justo metus vel. Libero wisi vestibulum, lorem donec, vehicula tortor.

Regards,

Jane Jones  
Commissioner, Department of Something



200 East Main St., Lexington, KY 40507 / 859.258.3340 Phone / 859.258.3309 Fax / lexingtonky.gov

# BUSINESS CARDS

The approved business card template for all city employees is on the R drive. Please contact the Public Information Office for ordering information or questions.

Business card example/template:




\*Fax may be replaced with Cell or deleted if not needed.

# EMAIL SIGNATURES

The approved email signature and guidelines to implement it are located in the R drive.

Email example/template:

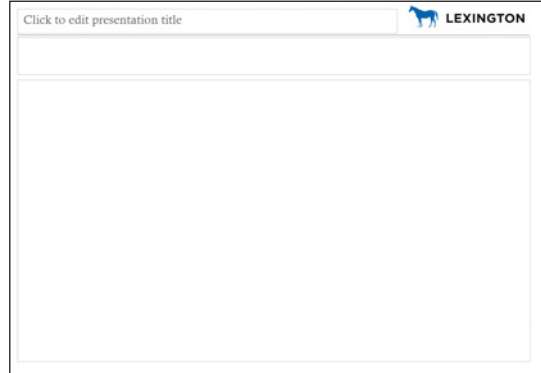
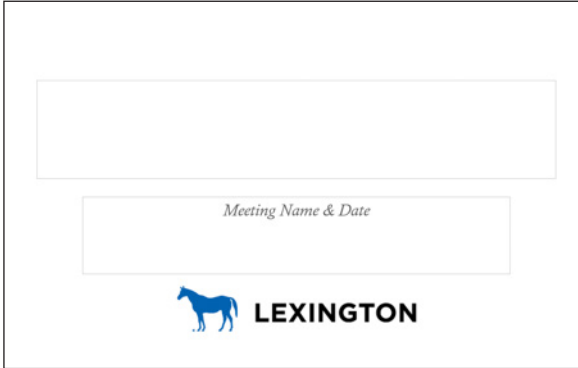
<b>Jane Lexington</b>	←	<b>Arial bold 10pt</b>
She   Her   Hers	←	Arial regular 7.5pt
<i>Job title or position</i>	←	<i>Arial italic 9pt</i>
Department	←	Arial regular 9 pt
859.123.4567 office	←	Arial regular 9 pt
859.258.1234 cell	←	Arial regular 9 pt
<a href="http://lexingtonky.gov">lexingtonky.gov</a>	←	<a href="http://lexingtonky.gov">Arial regular 9 pt hyperlinked</a>
 <b>LEXINGTON</b>	←	Blue horse logo

# PRESENTATIONS & POWERPOINTS

The approved Powerpoint template is available on Lex Link.

[intranet.lexingtonky.gov/essentials/branding](http://intranet.lexingtonky.gov/essentials/branding)

Powerpoint example/templates:



# VEHICLES

Fleet Services manages all city vehicles and will thus manage adding and maintaining the City logos on City vehicles.

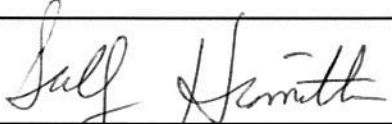
City logos will be added to City vehicles on an opportunistic basis, meaning that they will be added when vehicles go in for maintenance or when new vehicles are added to the City's fleet.

For any questions regarding City logos on City vehicles, contact the Fleet Services at (859) 258-3900.



## Dimensions:

- Dump truck - 31 in.
- Escape & Prius - 36 in.
- Front & rear loaders - 28 in.
- Pick-up truck - 41 in.

CHIEF ADMINISTRATIVE OFFICE Policy Memorandum	DATE OF ISSUE: 04/05/2018 09/20/2021	EXPIRATION DATE: N/A	NO. 57
TO: ALL Divisions and Departments		SUBJECT:	
SIGNATURE: 		Branding, Graphic and Logo Standards	

**I. PURPOSE**

Lexington-Fayette Urban County Government works hard every day to ensure that Lexington is a safe, healthy, vibrant and productive place to work and live.

To effectively communicate the many programs and services Lexington provides, the LFUCG has adopted a unifying brand and graphic identity.

The reputation of this identity rests on the clear and consistent use of logos, colors, typography and other imagery used by Lexington's many departments and divisions.

Every form of written and visual communication is a reflection of this brand, which includes printed materials, signage, email, websites, videos and digital media.

The Public Information Office is charged with developing and supporting Lexington's brand and graphic standards. Its role is to also help departments and individuals in the preparation and implementation of any internal or external communication so that Lexington's brand standard remains consistent and at a high quality.

**II. APPLICABILITY**

With limited exceptions, this policy applies to all LFUCG divisions and users, including employees, contractors, consultants, temporaries, interns, volunteers and other workers within local government. This policy applies to the use of branding and logos in the course of conducting official LFUCG business. The use of official Lexington branding and logos is not to be used outside of conducting LFUCG business and is explicitly prohibited without formal consent from the Public Information Office.

**III. DEFINITIONS**

**A. Brand** – A brand is the identity of a product, service or entity. It is the combination of many elements (such as logos, design, wording, tone, color) under a single theme that people use to identify and differentiate what they're about to use, purchase or interact with. A good brand should be simple, instantly recognizable and remain consistent. The goal of a brand, over time, is to become associated with a level of credibility, quality and satisfaction.

- B. Logo** – A logo is the central part of any brand identity system. It is a mark, symbol, word or any image that is instantly recognizable as a representation of a company or other entity.

#### IV. POLICY

##### A. Lexington Logos

1. The consistent and proper use of the LFUCG's logos not only strengthens the reputation of LFUCG, but also projects Lexington's established reputation onto all of its many departments, divisions, organizations, etc.
2. A trademark license agreement between the Lexington Convention and Visitors Bureau (VisitLex) for use of the "Big Lex" logo was adopted for LFUCG promotional and branding purposes by the Urban County Council on July 7, 2015.
  - i. The "Big Lex" logo is based on an oil painting by renowned equine artist Edward Troye that depicts the great racehorse and sire Lexington.

Lexington will predominantly use the following variations of the Big Lex logo:

- a. Big Lex silhouette lockup – a silhouette of Lexington, the horse (typically in blue) paired with the word Lexington (typically in black). All white or all black versions may also be used.
  - b. Big Lex stand-alone silhouette – a silhouette of Lexington, the horse (typically in blue). All white or all black versions may also be used.
  - c. Big Lex framed painting – an adaptation of the framed Edward Troye painting that depicts Lexington the horse in the color blue.
- ii. Refer to the LFUCG Branding Guide) for all approved fonts, colors and more detailed logo usage standards
3. LFUCG uses three types of identifying marks/logos to establish Lexington's graphic identity: primary, complementary and secondary.
  - i. Primary Identifying Mark – The Big Lex silhouette lockup is the primary identifying mark of LFUCG and should be used on most official LFUCG documents or materials. (see *Logo Use* for more details)



- ii. Complementary Mark – Official complementary marks are to be used in conjunction with or, in rare cases, in place of Lexington's primary mark.

Examples of approved official complementary marks include the LFUCG seal, the Lexington Police Department badge and the Lexington Fire Department badge.

Adoption and use of official complementary marks must be approved by the Public Information Office.

- iii. Secondary Mark – The Big Lex stand-alone silhouette and the Big Lex framed logo will be used sparingly, as secondary marks. Any use of a secondary mark must be approved by the Public Information Office.

## **B. Logo Use**

1. The Big Lex silhouette lockup logo should be used as the primary identifying mark in any official Lexington documents or materials.

This includes, but is not limited to, printed materials, signage, email, websites, video, vehicles, advertisements, apparel and digital and social media. (see *LFUCG Branding Guide for examples*)

2. Most LFUCG departments and divisions have personalized Big Lex lockup logos that include the name of their specific department or division with Big Lex. These department and division lockups may be used in place of the Big Lex lockup as a primary identifying mark.
3. Some departments and divisions will be permitted to use the LFUCG seal or other approved complementary marks instead of or in conjunction with the Big Lex logo.

Use of the seal or other complementary marks must be approved by the Public Information Office.

Examples of departments or divisions that will use complementary marks include Code Enforcement, Building Inspection and Public Safety.

4. The Public Information Office has created templates and standards for official LFUCG documents and materials, including stationery, business cards, email signatures, and power point presentations.

Once a template or standard is developed, all employees must adhere to that standard except for attorney communications, which are regulated by the Kentucky Bar Association.

Employees who desire to communicate their preferred pronouns to other individuals both inside and outside of LFUCG are encouraged to include their preferred pronouns in their business cards, email signatures, and

stationery. Please contact the Public Information Office for instructions on how the preferred pronouns should appear, in order to ensure consistent use of the LFUCG brand.

Any other exceptions for employees to deviate from official templates and standards will be granted on a case-by-case basis by the Public Information Office.

Requests to create new templates and standards should be directed to the Public Information Office.

### **C. Approval for Logo Use**

1. LFUCG departments, organizations or programs that wish to use any official LFUCG logo or seal must receive approval from the Public Information Office. This is designed to help maintain the quality and consistency of Lexington's brand and help the Public Information Office keep accurate records of the Big Lex logo use.
2. The Public Information Office may give permission and expanded access to use an official Lexington logo or seal without explicit approval to departments and individuals that show consistent and accurate utilization of the mark.
3. All third-party use of any official Lexington logo or seal must be approved by the Public Information Office.

### **D. Prohibited Logo Use**

1. Use of any official Lexington logo or seal on any printed or digital document or material that is not expressly for official LFUCG purposes is prohibited.
2. The LFUCG shall not offer for sale or sell, or permit any third party to offer for sale or sell, any merchandise or other items that incorporate the Big Lex logo.