



Management Registry, Inc.

**Lexington-Fayette
Urban County
Government**

RFP #45-2019

CSEPP Support Personnel

Presented by:
Stacey Dlouhy
President, Government Division
(888) 851-3588
stacey.dlouhy@managementregistry.com

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December 10, 2019

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

Dear Mr. Slatin,

Thank you for the opportunity to respond to the Lexington-Fayette Urban County Government's (LFUCG's) Request for Proposal (RFP) #45-2019 for CSEPP Support Personnel services and for the potential to expand our existing partnership.

Currently providing staffing support to the LFUCG, Management Registry, Inc. is uniquely positioned to deliver the services outlined in your RFP, as we understand your organization and requirements. Our abilities are additionally bolstered by our vast experience supporting other government and public-sector organizations with service scopes like the LFUCG's.

Using evidenced processes to recruit and qualify professionals, Management Registry, Inc. is proud of our solid service model, which includes open communication, complete transparency, and proven methodologies. Following appropriate guidelines, we ensure stellar performance with ongoing standards evaluations. To further guarantee program success, we assign a dedicated, tenured account management team, responsible for overseeing the partnership. Our robust screening, advanced recruiting, and thorough selection methodologies ensure the LFUCG maintains consistent, high-quality staff at all times.

Management Registry, Inc. supplies the ideal mix of service, demonstrated procedures, and strategic processes to deliver on the scope of services outlined in the LFUCG's RFP. With your goals at top of mind, we are poised to provide the optimal solution for your continued success. The LFUCG can breathe easily knowing we have your CSEPP Support Personnel staffing covered.

Our response addresses the LFUCG's requirements and summarizes Management Registry, Inc.'s ability to provide the services you need. Thank you again for the opportunity to submit this proposal. If you require additional information or clarification on any element of our response, please contact me via the email address or telephone number below.

Sincerely,



Stacey Dlouhy
President, Government Division
(888) 851-3588
stacey.dlouhy@managementregistry.com

Attachments

AFFIDAVIT

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

1. His/her name is Stacey Dlouhy and he/she is the individual submitting the proposal or is the authorized representative of Management Registry, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

Stacey L Dlouhy

STATE OF Nebraska

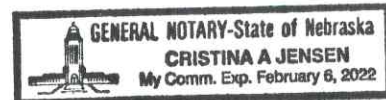
COUNTY OF Douglas

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

by Stacey Dlouhy on this the 2nd day
of December, 2019.

My Commission expires: 2/6/2022

Cristina Jensen
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:

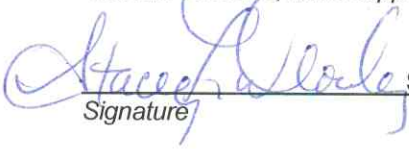
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

Stacey Dlouhy

Management Registry, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: MRI, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators	30	15	14	1	0	0	0	0	0	0	0	0	0	0	0	0	16	14
Professionals	35	8	25	0	0	1	0	0	0	0	0	0	0	1	0	10	25	
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Supervisors	85	15	49	3	10	0	6	0	0	0	1	0	0	1	0	19	66	
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Technicians	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Para-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office/Clerical	218	10	108	12	63	6	14	0	0	0	1	0	0	2	2	30	188	
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service/Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total:	370															76	294	

Prepared by: Carol Dawson, President, EEO GUIDANCE, Inc. Date: 11 / 27 / 2019

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 45-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Professional Selection Services 1410 Charlestown New Albany Pike #104 Jeffersonville, IN 47130 (618) 203-6490 dmalone@professionalselectionservices.com	WBE	Staffing services		10%
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.

Management Registry, Inc.
Company

11/20/19
Date

Stacey Dlouhy
Company Representative

President, Government Division
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 45-2019

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. Professional Selection Services 1410 Charlestown New Albany Pike #104 Jeffersonville, IN 47130 (618) 203-6490 dmalone@professionalselectionservices.com		Staffing services	Management Registry, Inc. currently provides services to the LFUCG and is willing to subcontract 10		10%
2.			percent of our services to Professional Selection Services, a woman-owned enterprise, to fulfill your MWDBE		
3.			request.		
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.

Management Registry, Inc.
 Company

11/20/19
 Date

Stacey Dlouhy
 Company Representative

President, Government Division
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 45-2019

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 Management Registry, Inc.	Contact Person Stacey Dlouhy, President, Government Division
Address/Phone/Email 1868 Campus Place, Louisville, KY 40299 (888) 851-3588 stacey.dlouhy@managementregistry.com	Bid Package / Bid Date RFP #45-2019 Bid date: December 10, 2019

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
Professional Selection Services 1410 Charlestown New Albany Pike #104 Jeffersonville, IN 47130	Denise Malone	(618) 203-6490 dmalone@professionalselectionservices.com	11/20/19	Staffing services	Email		WBE	

(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.

Management Registry, Inc.
Company

11/20/19
Date

Stacey Dlouhy
Company Representative

President, Government Division
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 45-2019

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name: Management Registry, Inc.	Address: 1868 Campus Place, Louisville, KY 40299
Federal Tax ID: 61-0863236	Contact Person: Stacey Dlouhy

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
Professional Selection Services 1410 Charlestown New Albany Pike #104 Jeffersonville, IN 47130 (618) 203-6490 dmalone@professionalselectionservices.com	Staffing services	10%					

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.

Management Registry, Inc.

Company

11/20/19

Date

Stacey Dlouhy

Company Representative

President, Government Division

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 45-2019

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

X 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.

Management Registry, Inc.
Company
11/20/19
Date

Stacey Dlouhy
Company Representative
President, Government Division
Title

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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


B. At Will Termination

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

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

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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


Signature Stacey Dlouhy

11/20/19
Date

REQUEST FOR PROPOSALS CSEPP Support Personnel

1. PURPOSE AND SCOPE

A. PURPOSE

The Lexington Fayette Urban County Government (LFUCG) has been awarded federal funds as part of the Chemical Stockpile Emergency Preparedness Program (CSEPP). These funds are to enhance the ability of Fayette County to respond to an emergency event at the Blue Grass Army Depot in Richmond, Kentucky. Under the CSEPP grant program, LFUCG is authorized to hire a contractor / agency to manage the implementation and administration of CSEPP exercises and training. The individual will perform a variety of highly skilled office and administrative duties including but not limited to: prepare, implement and coordinate large-scale projects, present recommendations and/or alternative solutions relative to project development changes to supervisor. Coordinates annual and quarterly exercises including recruiting volunteer and paid staff, assemble volunteer packets, updating and maintaining exercise-related documentation, order exercise supplies, exercise design, coordinate exercise plans with participating agencies and other miscellaneous coordination issues. Develop After Action Reports (AAR) documents, controller notes, and enter into Division of Emergency Management database and Federal database. Assist with managing inventory including disposition and recording. Assist the CSEPP Manager with Close-out activities, including but not limited to determining equipment disposition, recording. Attend all mandated training as set forth by the Kentucky Division of Emergency Management, the Blue Grass Army Depot, and other support agencies.

The Lexington Fayette Urban County Government (LFUCG) is interested in receiving proposals from qualified individuals / organizations for providing services as the CSEPP Exercise Administrative support tor for the Division of Emergency Management (DEM).

The objective of the RFP is to identify and evaluate all those parameters that the CSEPP Exercise Administrative Support would have to satisfy in order to successfully carry out the duties of this position.

Evaluation procedures will consider the experience of the applicant which will enable them to accomplish those designated tasks required by the grant application, and defined in the remainder of this document.

The grant funds to pay for this position will be available as long as funds are provided in the award. The incumbent is the preferred candidate for this position. Minimum hourly salary for this position will be 20.84/hour and include healthcare benefits, including Medical, Dental, Vision, and Flex account, on-call

differential (\$2.50 per day for Monday – Friday and \$4.00 per day for weekends and Holidays) and approval for use of their personal vehicle for work related duties (LFUCG will pay mileage directly).

The CSEPP Exercise Administrative Support will work directly under the supervision of the CSEPP Manager of DEM. This position will require the incumbent to maintain a valid driver's license and insurance and travel in-state in the course of normal duties. There may also be occasional out of state travel and/or overnight travel.

B. SCOPE for CSEPP Exercise Administrative Support

The CSEPP Exercise Administrative Support's primary tasks will include:

- Meet with County, State and Army representatives to determine CSEPP Exercise needs.
- Work with County, State and Army representatives and DEM administration to develop appropriate exercise plans.
- Recruit and manage volunteer staff.
- Conduct volunteer training.
- Conduct training exercises.
- Assist efforts to populate all relevant databases with agency specific data.

Successful candidates shall possess the following attributes:

- Ability to carry out tasks with minimal, direct supervision
- Possess two years of college or technical training
- Knowledge and experience in computer skills and software systems.
- Working knowledge of HTML, XML, and JavaScript
- Knowledge and experience in conducting training.
- Excellent communication skills.
- Good record keeping skills

Respondents must provide a sample agreement with their response for review and approval by the LFUCG and granting agencies.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria stated in this RFP. A committee composed of government employees as well as representatives of the relevant user groups will evaluate the proposals. The committee will do an initial review of resumes and candidates included in the proposal. Preferred candidates will be interviewed prior to making a selection.

C. SCOPE for Access and Functional Needs Coordinator

The Access and Functional Needs Coordinator will be responsible for engaging access and functional needs populations in emergency planning,

preparedness, and response. This position entails conducting focus groups with diverse members of the community and developing culturally relevant messages for disaster preparedness, response, and recovery.

- Meet with diverse community partners
- Work with local, state and federal partners on developing emergency messaging
- Conducting both literature research and “focus groups “research
- Developing best practices for other emergency management programs on engaging functional needs communities

The grant funds to pay for this position will be available as long as funds are provided in the award. The incumbent is the preferred candidate for this position. Minimum hourly salary for this position will be 18.75/hour and include healthcare benefits, including Medical, Dental, Vision, and Flex account, and approval for use of their personal vehicle for work related duties (LFUCG will pay mileage directly).

Requirements:

- Bachelor’s degree
- Bilingual (Spanish preferred)
- Excellent oral and written communication skills
- Proficient in Microsoft Office
- Carry out tasks with minimal to no supervision
- Ability to engage with diverse populations
- Knowledge of risk and crisis communication theories and concepts to develop effective messages
- Prior research experience preferred
- Compiling reports and analytical data that can be presented to state and federal officials
- Professional presentation skills
- Ability to develop relationships within the community

2. COST OF SERVICES

Agency Percentage Markup	40 %
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Please list any other costs associated with contract.

3. SELECTION CRITERIA

- A.** Cost of services. 20 pts
- B.** Specialized experienced in managing personnel contracts of professional staff, including payroll and grants documentation. 30 pts
- C.** Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 pts
- D.** Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 30 pts

Exhibits

Due to the size of Management Registry, Inc.'s Affirmative Action Plan, we have included our Affirmative Action Policy Statement below for LFUCG's review. Should you require our full Affirmative Action Plan, we are happy to provide it electronically on request.

**EQUAL EMPLOYMENT OPPORTUNITY /
AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy of Management Registry to consider all qualified applicants for available positions without regard to race, color, sex, religion, age, national origin, disability, genetic information, gender identity, sexual orientation or veteran status. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.

Management Registry is committed to the EQUAL EMPLOYMENT OPPORTUNITY POLICY and as part of the Affirmative Action Plan will:

- recruit, hire, upgrade, train, and promote in all job classifications without regard to race, color, sex, religion, age, national origin, disability, genetic information, gender identity, sexual orientation or veteran status;
- base employment decisions on the principles of Equal Employment Opportunity and with the intent to further the company's commitment to affirmative action and workplace diversity;
- ensure that all other personnel actions such as compensation benefits, company-sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to race, color, gender, religion, age, national origin, genetic information, gender identity, sexual orientation, veteran status, or disability;
- take affirmative action to ensure that minority group individuals, women, protected veterans, and qualified persons with a disability are introduced into the workforce and that these employees are encouraged to aspire for promotion and are considered, as promotional opportunities arise; and
- ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity, or opposed any act or practice made unlawful by the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), and Section 503 of the Rehabilitation Act of 1973.

In keeping with the above commitments and policy, Management Registry will analyze its personnel transactions once a year to ensure equal opportunity for all individuals. As with any other company goals, management's performance regarding the Affirmative Action Program will be evaluated.

Management Registry will ensure that the intent and practice of this policy is carried out. The ultimate responsibility for fulfilling the intent of this policy, however, lies with every department head and supervisor.
