

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 11 day of October 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS 67A, (hereinafter referred to as "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **DIVISION OF ENVIRONMENTAL SERVICES** (hereinafter referred to as "DES"), and **NEW LIFE DAY CENTER**, 224 N Martin Luther King Blvd., Lexington, Kentucky 40507 (hereinafter referred to as "New Life").

RECITALS

WHEREAS, the Government, through DES, desire to implement a litter pick-up service, which would reduce litter in Fayette County and provide social service relief for individuals who are actively panhandling in Fayette County;

WHEREAS, the Government, through DES, has witnessed the success of the similarly designed pilot program through the Office of Homelessness Prevention and Intervention and for this reason solicited Request for Proposals from interested non-profit organizations for a permanent program to provide this service through RFP #14-2018; and

WHEREAS, the New Life submitted a proposal which was deemed by the Government and DES, to be the best and most responsive proposal to implement the Litter Pickup Services with Panhandler Participation.

WITNESSETH

NOW THEREFORE, for and in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and New Life agree as follows:

(1) The above recitals are incorporated herein by reference, as if fully stated. This Agreement shall include the following additional documents, which is attached hereto and incorporated herein by reference as if fully stated:

- (a) Exhibit "A" – RFP #14-2018, consisting of 41 pages;
- (b) Exhibit 'B' – New Life's Formal Response to RFP #14-2018, consisting of 14 pages.

In the event of conflict between and among the provisions of these documents, the provisions of this Agreement shall prevail, followed by Exhibit A, and Exhibit B.

(2) The Government hereby retains New Life for the period beginning on September 1, 2018, and continuing for a period of two (2) years. This Agreement shall automatically renew on an annual basis for up to two (2) additional one (1) year terms, unless either party provides the other with at least sixty (60) days advance written notice. Notwithstanding the above, the Government may terminate this Agreement at any time upon providing sixty (60) days written notice of that intent. Payment for services performed prior to effective date of termination shall be made, provided these services were provided in a manner consistent with this Agreement.

(3) The Government shall pay New Life an amount not to exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** for the initial two (2)

years of the Agreement, to be used exclusively for the operation and administration of the Program described in Exhibit A. Each renewal term shall be an amount not to exceed One Hundred and 00/100 Dollars (\$100,000.00) per year. Payment shall be made to New Life on a cost reimbursement basis upon submission of a financial report and invoice. Invoices for reimbursement shall be submitted no more often than once a month and no less than once a quarter. The Government shall not reimburse New Life for any costs incurred prior to execution of this Agreement nor for any costs not outlined in this Agreement, Exhibit A, and not necessary for the successful operation of the program.

Additionally, a financial monthly report and a program report indicating number of individuals served and outcomes directly related to the funding provided by the Government shall be submitted to DES. Forms for both the financial and program reports will be provided.

(4) New Life shall perform all duties and services included in Exhibit "A" and Exhibit "B) attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose.

(5) New Life shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and

employees against any claim or liability arising from and based on New Life's violation of any such laws, ordinances or regulations.

(6) New Life represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for New Life have been registered for the current tax year by New Life in the office of DES, and New Life shall not be compensated unless and until such registration has taken place.

(7) New Life shall, on such forms as the DES shall provide, submit to DES an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the Exhibits attached hereto.

(8) Books of accounts shall be kept by New Life and entries shall be made therein, in accordance of accepted accounting practice, of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of New Life. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to New Life, shall be maintained at the principal place of business of New Life as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the RFP, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of New Life, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

(9) Government may designate such persons as may be necessary to monitor

and evaluate the services rendered by New Life. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by New Life in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of RFP, nor to constitute New Life as an agent of the Government.

(10) New Life shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(11) New Life shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where New Life conducts business. The policy shall be submitted to DES for review within thirty (30) days of the execution of this Agreement.

(12) New Life expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.

(13) This Agreement and the documents, incorporated herein, contain the

entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

(14) Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

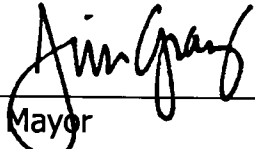
For New Life: New Life Day Center
 224 N Martin Luther King Blvd.
 Lexington, KY 40507
 Attn: Steve Polston

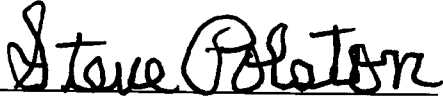
For Government: Lexington-Fayette Urban County Government
 200 East Main Street
 Lexington, Kentucky 40507
 Attn: Susan Plueger, Director
 Division of Environmental Services

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

NEW LIFE DAY CENTER

BY: 
Jim Gray, Mayor

BY: 
Title: Founder & Board Chair

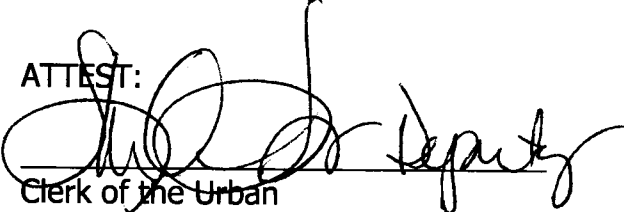
ATTEST: 
Clerk of the Urban
County Council



EXHIBIT A

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #14-2018 Litter Pickup Services with Panhandler Participation** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **May 29, 2018**.

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

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

RFP #14-2018 Litter Pickup Services with Panhandler Participation If mailed, the envelope must be addressed to:

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

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

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

A pre-proposal meeting will be held May 8, 2018, 3:00 pm, at 200 E Main St, 3rd Floor Purchasing Conference Room.

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

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

SELECTION CRITERIA:

1. Applicant's Qualifications and Capacity: Section B (Past record and performance on similar projects, quality of work, ability to manage personnel and successfully work with underserved populations, capacity of the applicant to perform the work within the time limitations.) 35 pts
2. Program Approach/Methodology: Section C (Familiarity with the intent of the program, thoroughness, ability to implement, impact on panhandling population and program resources) 35 pts
3. Financial Plan: Section D (reasonableness, completeness, feasibility) 20 pts
4. Outcome and Performance Measures: Section E (completeness, response to questions) 10 pts

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

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

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that 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.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence, \$2 million aggregate

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. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. 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.
- e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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.

00470806

**REQUEST FOR PROPOSAL
LITTER PICKUP SERVICES WITH PANHANDLER PARTICIPATION**

1.0 PURPOSE

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from interested non-profit organizations with social service related experience to provide litter pickup services for LFUCG on roadways, rights-of-way, public properties, drainageways and other areas, utilizing day-wage services of people who are actively panhandling in Fayette County.

In the spring of 2017 a Jobs Program for Panhandlers began as a pilot program to provide work-based earning opportunities for people who would otherwise be asking for money on the streets of Lexington (i.e. panhandling). The program has proven successful at reducing panhandling, and has also proven to provide an effective workforce for litter pickup operations for LFUCG.

Given this success, LFUCG seeks to implement a more permanent program which reduces litter in Fayette County while continuing the social benefits resulting from the pilot panhandler program.

The purpose of this Request for Proposal (RFP) is to select a non-profit organization to implement the program, which includes:

- a. hiring, transporting, and supervising persons actively panhandling on a daily basis,
- b. successfully completing assigned litter pickup operations, and
- c. incorporating, in an appropriate way, the program's participants into various social service activities of the organization.

By responding to this RFP, proposers agree to collaborate fully with LFUCG and/or its designee to perform the proposed tasks.

Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs.

2.0 GENERAL PROVISIONS

- A. LFUCG intends to award a contract to only one organization for the next two (2) years with the option to extend the program with up to two (2) one-year renewals.
- B. The contract term shall begin upon award by Urban County Council.
- C. The contract amount shall be for a not-to-exceed amount of \$100,000 per fiscal year (July 1 – June 30th), not including donations.
- D. Additional funding may be raised through the LexGive website through private donations. The selected non-profit organization is encouraged to fundraise on behalf of the program via use of the LexGive website to provide funding for additional operational days beyond the city's budget constraints.
- E. The LFUCG Division of Environmental Services will oversee the contract.

3.0. SCOPE OF WORK

A. LFUCG shall:

- i. Reimburse the Organization upon invoice for all eligible expenses. Eligible expenses include:
 - o vehicle fuel used during litter pickup operations;
 - o salary, taxes and fringe benefits for one driver/coordinator for time spent working in the program;
 - o cash payments for program participants at an hourly rate equal to \$9/hour, unless a change in the rate is agreed to in writing by LFUCG and the Organization;
 - o food for driver/operator and participants during litter pickup operations;
 - o necessary tools and equipment such as safety vests, gloves, trash bags, etc.;
 - o administrative costs for managing the program, such as personnel for supervision and contract management, information technology, etc., not to exceed 10% of total reimbursements;
 - o any other miscellaneous expenses approved in advance by LFUCG.
- ii. Provide Load Certification Forms to allow for disposal of collected trash/debris at the Bluegrass Regional Transfer Station at no cost to the Organization, with costs to be paid by LFUCG.
- iii. Identify work sites and litter and debris removal tasks in a timely manner.
- iv. Provide, if requested, necessary material and logistical support for assigned work, such as providing trash bags and litter pickers, or providing assistance with pickup of excessively large debris.
- v. Assist with marketing and promotion of the program as part of a larger public education program.

B. The Organization shall:

- i. Provide vehicular transportation, at the Organization's expense, for program participants during the daily operation.
- ii. Provide a trailer, at the Organization's expense, for safe and legal hauling of collected trash and debris.
- iii. Employ a driver/supervisor who is properly licensed, qualified and trained to recruit and screen participants and serve as an on-site supervisor for program participants. LFUCG reimbursements for the driver/supervisor position shall not exceed \$17/hour plus taxes and fringe benefits.
- iv. Operate the program twice weekly, unless otherwise notified, starting no later than 8:30 a.m., picking up people who are actively asking for money on Lexington streets or public rights of way.

- v. Ensure that no more than 50% of participants repeat more than twice in a month, unless a change is approved by LFUCG.
- vi. Vary pickup routes to provide maximum access to the program and minimize repeat participants.
- vii. Each day, prior to operations commencing:
 - o inform all participants that the program is voluntary;
 - o ensure participants have appropriate tools and equipment to perform assigned tasks, including gloves, vests, litter pickers, bags or buckets, and sharps containers;
 - o train all participants in safety procedures, including the proper disposal of needles and related items.
- viii. Ensure a safe environment and on-site supervision for participants at all times, never leaving them unattended.
- ix. Collect and retain all necessary information from program participants including names, Social Security numbers, demographics, housing status, and income (documentation/evidence not required).
- x. Arrive at identified work sites no later than 9:30 a.m. and perform requested work for 6 hours of paid work time for participants, contacting the LFUCG primary contact if additional work is needed or if work for the day was not completed.
- xi. Provide a light breakfast and lunch for all program participants on days of operation.
- xii. Return program participants to the Organization's facility at the close of each work day and pay participants in cash a wage of \$9.00/hour for work performed based on documented hours (Any payments above this amount are not reimbursable by LFUCG).
- xiii. Inform participants of, and actively work to involve them in, social services provided by the Organization, and coordinate with other local service providers and employers as suitable, to provide participants with access to employment opportunities and other social services as needed.
- xiv. After participants have been released from the day's operation, safely haul collected trash/debris to the Bluegrass Regional Transfer Station, located at 1505 Old Frankfort Road; and retain dump tickets. Cover or tie down loads as needed with tarps to prevent any material from falling out the trailer during transport.
- xv. Complete daily log which tracks:
 - o participant information (e.g. names, hours worked etc.),
 - o number of bags and tonnage (via dump tickets) collected during each day's operation,
 - o names and locations of road sections cleaned, and
 - o social services offered/accepted.

- xvi. Collect and retain records of amount paid to each participant and provide appropriate tax forms to participants as applicable.
- xvii. Carry all appropriate vehicle and liability insurance and worker's compensation, and keep payments current, at the Organization's expense.
- xviii. Provide monthly invoices that include: (a) detailed expenses requesting reimbursement, (b) daily logs, (c) dump tickets, and (d) monthly report (format to be determined).

4.0 SUBMITTAL REQUIREMENTS

Interested non-profit organizations shall submit one (1) master (hardcopy), five (5) stapled or comb-bound duplicates (hardcopies) of their proposal, being double-spaced, single-sided, using Times New Roman 12-point font with 1-inch margins, and with page numbers in bottom right corner, and including the following sections:

Section	Proposal Contents
A	Letter of Transmittal
B	Applicant's Qualifications and Capacity
C	Program Approach/Methodology
D	Financial Plan
E	Outcomes and Performance Measures
F	Conflict of Interest Statement
G	Additional Relevant Information

Each Section shall contain the information requested below. Responses will be evaluated by a selection committee following a scoring criteria listed in Section 5.0.

A. LETTER OF TRANSMITTAL

- i. Lead Applicant's Organization Name and Authorized Representative
- ii. Lead Applicant's Organization Address, Phone Number and E-mail
- iii. RFP Title
- iv. Brief summary of proposal (250 words or less)

B. APPLICANT'S QUALIFICATIONS AND CAPACITY

- i. Describe the responding applicant's mission and how that aligns with the program goals.
- ii. Provide documentation of applicant's non-profit status.

- iii. Provide a general description of the applicant's experience in areas of homelessness, panhandling, employment placement, life skills training, and/or other social services that would be a benefit to the panhandling population.
- iv. Provide three (3) specific examples of relevant social services projects/programs developed and implemented by the applicant, including the following details for each project/program:
 - a) program description
 - b) program deliverables
 - c) program schedule constraints
 - d) program budget
 - e) references with contact information for persons who can document the applicant's performance.
- v. Provide specific examples of existing partnerships and collaborations that will be leveraged to sustain the panhandler program and how.
- vi. Identify the team members or positions (if vacant or undetermined) that will work directly on the program and attach relevant resumes and/or position descriptions.
- vii. Identify a team leader to serve as liaison with LFUCG as well as any other employees or contractors expected to support the program.
- viii. Describe the applicant's capacity to expand the program beyond 2 days a week if funding allows (e.g. staffing, etc.).

C. PROGRAM APPROACH/METHODOLOGY

- i. Describe the action steps needed to prepare for start-up of the program.
- ii. Describe the policy or process for tracking, locating, and offering work to active panhandlers.
- iii. Describe methodologies for maximizing the number of participants in the program, and maximizing productivity in litter pickups by each participant.
- iv. Describe the plan for daily supervision of the program participants.
- v. Briefly describe the policies and procedures of the panhandler program in reference to;
 - o How will safety be enforced?
 - o How will the program address substance use when approaching active panhandlers?
 - o How will harm reduction policies be put in place?
- vi. Describe the plan for contract administration/reporting for the program.

- vii. Describe the types of support services that will be offered to program participants. Examples of these services may include benefit acquisition, transportation, and housing placement, etc.
- viii. Describe the marketing efforts for the program. Marketing tactics should aim to maintain and secure additional funding sources, obtain referrals, continue public support, and update the community as well as key stakeholders on the program's overall progress. LexGive will continue to be an integral part of fund raising for this program. Donations to LexGive during the contract period shall be used exclusively to reimburse the selected organization for eligible expenses.

D. FINANCIAL PLAN

- i. Provide an annual line item budget estimate, assuming 2 operational days a week for 50 weeks (100 operational days a year), using the following template. Add lines and explanations as needed.

Cost Item	Cost description	LFUCG Reimbursement Annual Estimate	Organization Contribution Annual Estimate
Driver/Supervisor	\$/hour for x # of hours (not to exceed \$17/hour)		
Driver/Supervisor	Taxes and fringe benefits		
Panhandler Participants	\$9/hour per participant for 600 hours/year (assume x # of participants avg.)		
Vehicle Fuel	\$/trip		
Food			
Trailer		N/A	
Tools/Supplies 1. Gloves 2. Vests 3. ...			
Indirect Costs -OR- Administrative Costs Breakdown: * 1. Report Preparer 2. Program Manager 3. Information Technology 4.... Other...	(not to exceed 10% of all other reimbursable costs) List Indirect Cost as a % of total reimbursables with description of what is included -OR- Detail administrative costs		
	TOTALS:		

E. OUTCOMES AND PERFORMANCE MEASURES

- i. Describe proposed outcome data elements and tracking mechanisms. Examples are listed in the following table, but can be modified.

Outcome	Monthly Target	Result	Results for Month	Cumulative Results
Target days of Operation	8	Actual Days of Operation		
Target Number of Participants	64	Actual Number of Participants		
Target Number of Unduplicated Participants	35	Actual Number of Unduplicated Participants		
Target Number of Participants receiving social services	50	Actual Number of Participants receiving social services		Include description of services received
Target Number of Participants Obtaining Regular Employment Outside of Program	4	Actual Number of Participants Obtaining Regular Employment Outside of Program		
Target Number of Bags of Litter Collected	300	Actual Number of Bags of Litter Collected		
Target Number of Tons of Litter Collected	3.0	Actual Number of Tons of Litter Collected		

- ii. Describe ways in which the applicant can assist LFUCG in tracking over time the number of panhandlers county-wide, trends in those numbers, and impacts of this program on those numbers.
- iii. Describe other measures and methodology that will be used to evaluate program outcomes, if any.

F. CONFLICT OF INTEREST STATEMENT

Provide a Conflict of Interest Statement clearly stating the applicant has no conflicts of interest in providing services on this contract.

G. ADDITIONAL RELEVANT INFORMATION

Applicants may submit any other information that may be relevant to this Request for Proposal.

5.0 SELECTION CRITERIA

A selection committee will evaluate all proposals and select one applicant for contract award based upon the following selection criteria:

1. Applicant's Qualifications and Capacity: Section B (Past record and performance on similar projects, quality of work, ability to manage personnel and successfully work with underserved populations, capacity of the applicant to perform the work within the time limitations.) 35 pts
2. Program Approach/Methodology: Section C (Familiarity with the intent of the program, thoroughness, ability to implement, impact on panhandling population and program resources) 35 pts
3. Financial Plan: Section D (reasonableness, completeness, feasibility) 20 pts
4. Outcome and Performance Measures: Section E (completeness, response to questions) 10 pts

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of any applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

MASTER COPY

A. Letter of transmittal

EXHIBIT B

- i. New Life Day Center (NLDC) Tyler Hurst Executive Director
- ii. 224 N. Martin Luther King Blvd. Lexington, KY 40507 859-721-2325 tylerahurst12@hotmail.com
- iii. Litter Pickup Services With Panhandler Participation
- iv. New Life Day Center will operate the "End Panhandling Now" van program with the same overall effective operating procedure it has implemented since May 2017. Details of project are clearly listed below. Outcomes since beginning of Day Center program operation include a 90% positive response rate, and a decline in panhandling during operating hours of nearly 95% city wide.

B. Applicant's Qualifications And Capacity

- i. New Life Day Center is a daytime homeless shelter and connecting point for central Kentucky homeless and low-income individuals. Serving nearly 150 people per day and with 4,700 registered clients, NLDC is in a unique position to reach the panhandler population of Lexington, KY. Our aim at NLDC in its most simplified form is to "help make them better" ("them" being the clients we serve). NLDC is able to do this through various community partnerships, (Bluegrass Community Health, Jubilee Jobs, Narcotics & Alcoholics Anonymous, LFUCG etc.) along with a multitude of unique services offered on site (Rental Deposit Assistance, van transportation, locker storage, daily breakfast). With a dedicated staff made up of 1 full time Executive Director and some 20 weekly volunteers, NLDC has a proven track record of connecting clients to needed services around the community. With a goal of permanently removing clients from living on the streets, the "End Panhandling Now" program aims to bridge the gap for panhandlers, as a starter job, with the end goal in mind of full time employment.
- ii. Attached 501-C3 Document

iii. New Life Day Center has been in operation since December 2011. NLDC has registered 4,700 clients in its nearly 8 years of operation, serving some 150 clients each day. Implementing an organizational strategy of “constant improvement” the services at NLDC have grown over the years to meet the needs of the diverse clientele that we serve. Examples would include: Operating the “end Panhandling Now” program for the past 12 months. Before the program started, panhandling was at or near an all-time high in the City of Lexington, with reports of 60-70 panhandlers on the streets at any given time of the day. Now, a year later, an internal count made on 5/15/2018 spotted one (1) panhandler on the streets of Lexington between the hours of 9am-11am. This count was made immediately following the “End Panhandling Now” van pick-up time. Along with this highly successful program, NLDC has implemented a new program called STEPS (Steps Towards Economic & Personal Stability). In this class clients are taught the basic life skills, job skills, and faith tenants that are generally necessary to carry on a successful path in life. Clients who have completed the class include former panhandlers, who have gone on to work full time jobs, found permanent housing, and entered long-term addiction recovery.

iv. Program 1.

- A. Rental Deposit Assistance (RDA) Provides free rental deposit to clients who have verifiable income and who are verifiably homeless, thus removing the barrier of the upfront cost of first month’s rent and deposit during the first month of rental agreement.
- B. To date, RDA has housed 292 homeless men, women, and children with a retention rate of 75%.
- C. RDA meetings are available Monday-Friday 8:30am-3:00PM. Meetings are available with the program coordinator, Debbie Farinelli, or the Executive Director, Tyler Hurst.
- D. RDA operates on a \$20,000 annual operating budget, with a \$237.00 average cost per individual housed.
- E. Steve Polston 859- 699-2500

Program 2.

- A. Medical Health Clinic provided on-site each Wednesday morning between 8:30am-11:30am. Clients are able to see a medical provider (Doctor, Nurse, and Mental Health Professional) with or without insurance at no cost to the client.
- B. Our health clinic has been in operation for nearly two years, seeing an average of 12 homeless clients per week in their clinic. To date they have seen approximately 1,250 homeless patients in their clinic.
- C. The medical clinic currently operates every Wednesday morning at New Life Day Center. Due to budget limitations, this is the only day the clinic operates. However, New Life Day Center was just named an official community health clinic site. This will allow for more days in the future for NLDC clients and community members to visit our clinic.
- D. The program is funded through a grant from Eastern Kentucky University, the parent company to Bluegrass Community Health. The Day Center incurs no cost from the program operating at our center.
- E. Donna Agee (859) 200-1935 Dr. Alan Wrightson (CEO) (859) 259-2635

Program 3.

- A. End Panhandling Now Van was implemented through a partnership with New Life Day Center and the City of Lexington. The program, along with better community awareness, has led to a dramatic decrease in the number of panhandlers on the streets of Lexington.
- B. The program has had many key deliverables. First and foremost the number of homeless panhandling on the streets has seen a significant decrease, in many cases 90-95% lower than this time last year. Not only has the program led to less panhandlers, it is estimated that nearly 20,000 bags of litter have been removed from the streets of Lexington. With the decrease in panhandlers, literally tons of litter being removed from the streets, and homeless participants having access to a "starter job" that has led to better employment opportunities, the End Panhandling Now project has been a success.

- C. The program currently operates on a Tuesday/Thursday schedule each week. Staff who operate the van, and panhandlers would be available to work more days each week if funding was increased.
- D. The End Panhandling Now program operates on a six month budget of \$50,000, or \$8,333 per month.
- E. Steve Polston (859) 699-2500 / Jarred Jones (859) 230-5021

V. New Life Day Center currently partners with the City of Lexington to operate the End Panhandling Van project. Should this relationship continue, New Life Day Center will operate the program for the City of Lexington at a zero (0) operational cost.

VI. Project lead: Tyler Hurst Executive Director New Life Day Center

Oversees day to day implementation of the program. Ensures those working on the program are fulfilling their respective duties. Ensures that program is operating smoothly and is the go-to for problem solving.

Project Manager: Brenda Gilbert

Oversees the financial obligations of the program. Manages the bank account, tax issues both for the program and for participants, pays the participants, and overall record keeper for the program.

Project Supervisor/Van Driver: Jarred Jones

Is the on-site supervisor for the End Panhandling Now van. Supervises the workers while on duty. Communicates any issues with his supervisors for immediate correction. Ensure the safety of the participants while working. Helps with record keeping and paying the program participants. Ensures participants receive a light breakfast and money for a lunch.

Van Safety Officer: Charles Jones

Helps the Project Supervisor/Van Driver with day to day implementation of the program.

Assures participants are working, and are working in a safe capacity. Teaches new participants the duties of the job.

VII. Tyler Hurst/ Executive Director New Life Day Center/ (859) 707-6082

VII. Based on panhandler participation to this point, as well as direct communication with these participants, New Life Day Center believes that the program would be able to successfully employ 11 panhandlers, 4 days a week, thus doubling our capacity. The leaders of the project listed above would be and are willing to expand the program two more days. Given the fact that we often have to use a lottery system to pick panhandlers to work for the day, participants are eager for more days of work.

C.

I. New Life Day Center has been operating the End Panhandling Now program since April of 2017. No new processes would be necessary to implement the program as the program already exists.

II. Our procedure for tracking, locating, and offering work to panhandlers is as follows: To locate panhandlers we drive to one of 22 pre-determined locations, the city and police department have identified as most active panhandler locations. Our van driver leaves at 8:30am, and drives to these locations until he has picked up a full van of participants (11). If a panhandler is at the location where the van driver stops, he pulls up next to them and asks them if they want to work. If the panhandler indicates yes and are sober, they get on the van and are one of the participants for the day. If the panhandler works the full day, they are then taken back to New Life Day Center and are paid for their work. The program manager keeps track of where we stopped to pick panhandlers up, and we rotate our "first" pickup stops of the day so as not to create a primary stop where all the panhandlers will be

waiting. It is also our goal to have at least a 60/40 split of recurring workers and new workers each van run. These records are kept by the program manager and shared with the correct team members.

III. In order to maximize the number of program participants, the van driver will drive to all 22 spots if necessary to fill the van. On only a handful of occasions has the van not filled to capacity. While workers are closely supervised by the van driver and assistant supervisor, incentives are also offered to those who pick up the most trash. We offer a three tiered incentive program 1st (\$8), 2nd (\$5) 3rd (\$4) to those that pick up the most amount of garbage for the day. This creates competition between the workers, and has led to an increase of productivity by the program (records kept by program manager).

IV. One of the main duties of the van driver is to provide supervision for the workers. Workers are given instructions of where to walk and pick up trash for the day, and the van driver spends his time driving the route and ensuring that the workers are in fact picking up trash. The van safety officer works with the participants picking up trash, and is also responsible for site supervision. Workers who do not meet the expectations of the program are first warned and corrected, and a second conversation generally results in not being asked back to work.

V. Panhandlers are given a safety brief every morning before works begins. These safety instructions include what to avoid picking up, where to avoid walking, to always wear their safety vests to be visible to drivers, how to interact with community members they may come into contact with, and their overall expectations for work that day. Workers receive gloves as to not come into contact with any hazardous materials, and are given a “grabber” to further avoid contact with said materials. If a syringe is found, workers are instructed to inform the site supervisor and the syringe is safely placed into a “Sharps Collector”. As far as substance abuse is concerned, if in the opinion of the van driver a panhandler is intoxicated, they are then disqualified from being asked to work on the van. If a participant becomes intoxicated while working, their work day is terminated and they are paid for the hours that they

completed. It is the job of the van driver and safety supervisor to determine if a participant or potential participant is intoxicated. Our current van driver has 10+ years of experience as a police officer, and is thus experienced and qualified to make those determinations.

VI. The program manager is responsible for all record keeping and reporting for the program. The Day Center can provide information regarding the implementation of the program at any time, given records are meticulously kept daily. These records include: Days of operation, number of participants, number of unduplicated participants, number of participants placed in permanent housing, number of participants obtaining other regular employment, average workers per day, total number of times workers participated a month, number of city miles cleaned, number of bags of trash collected, amount of money paid to workers, response rate of acceptance, and total number of unique homeless participants. An expense report will be sent to LFUCG once per month detailing expenses and program outcomes as necessary.

VII. All participants are eligible for the programs offered at New Life Day Center. These programs include daily van transportation to and from appointments, weekly medical care, locker storage, daily pastry breakfast, restrooms, Wi-Fi, drug and alcohol recovery programs, rental deposit housing program, among many of our offerings at New Life. Participants who utilize the End Panhandling Now van work program, are often the ones who are seeking a change in their lives and take advantage of the programs that we offer. For example: someone who receives SSID benefits and works on the van 8 times per month, would be eligible for our Rental Deposit program. This program would pay their deposit and the homeless individual would then be placed in stable housing, and be in a position to afford this housing on going.

VIII.

C. Financial Plan

Cost Item	Cost Description	LFUCG Reimbursement Annual Estimate	Organization Contribution Annual Estimate
Driver/Supervisor	\$15 an hour 50 hours month	\$9,000	-
Panhandler Participants	\$9 hour for 11 participants 2 times per week	\$50,000	-
Vehicle Fuel	1 tank per 4 trips \$80 tank	\$1,920	-
Food	\$8 per worker per shift	\$8,800	-
Trailer	No cost	-	-
Tools/Supplies	Gloves, bags, other tools provided by LFUCG	-	-
Admin Costs/ Including report preparer, program technology, tax preparer	\$15 an hour for Program Manager 50 hours per month \$200 Tax Software	\$9,200	-

Payroll costs	\$1,600 Monthly cost	\$19,200	-
Federal Withholding	Average for program		
Medicare	thus far		
Social Security			
Fayette County Tax			
KY Withholding			
School Tax			
	Total	\$98,120 Annual	-

E.

I. We have tracked and will continue to track the following data outcomes (monthly target).

Target Days of operation (8), Target number of Participants (64), Target Number of Unduplicated Participants (35), Target Number of Duplicated Participants (17), Target Number of Participants Placed in Permanent Housing (4), Target Number of Participants Obtaining Regular Outside Employment (12), Target Average Number of Workers per Day (10), Target Number of Times Workers Participated Throughout the Month (72), Target Number of Miles Cleaned (60), Target Number of Trash Bags Collected (150), Target Number of Money Paid to Workers (\$3,240), Target Response Rate of Acceptance (90%), Target Number of Unique Homeless Participants.

II. New Life Day Center will continue to do random spot checks, 1 per month, to count the number of panhandlers on the streets after our Panhandler Van runs. Checks will last from approximately 9am-11am, and cover all 22 locations listed by the police as panhandler hot spots. Our last run conducted in early May, found 1 homeless panhandler out of all 22 locations. New Life will continue to keep records of these reports, as well as records of overall panhandler participation, which will be available for review

at any time. The 22 active panhandler locations are spread out across the county, giving a fair and accurate picture of the state of panhandling in our county at any given time.

III. The above listed tracking categories, the record keeping of the program manager, and input from participants will be used to evaluate program outcomes.

F.

I. New Life Day Center will not operate the End Panhandling Now van beyond the scope of work stated in the signed contract. The End Panhandling Now van, and its participants, will not be used in a manner that financially, or otherwise, benefits New Life Day Center, its staff, or Board of Directors.

G. Include letter of Determination, Monthly Payroll Expense Example Form, Monthly Outcome Tracking Form.

Tyler Hurst

Executive Director

New Life Day Center

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

NEW LIFE DAY CENTER INC
C/O STEVE POLSTON
224 NORTH MARTIN LUTHER KING BLVD
LEXINGTON, KY 40507

Employer Identification Number:

30-0749401

DLN:

17053333309002

Contact Person:

ZENIA LUK

ID# 31522

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

November 5, 2012

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

New Life Day Center, Inc.
 224 N. Martin Luther King Blvd.
 Lexington, KY 40507

Payroll by Transaction Class


Payroll Item	NLDC	PanHandler	Total
Earnings			
Hourly	1,368.00	1,470.00	2,838.00
Salary	3,000.00	0.00	3,000.00
Total Earnings	4,368.00	1,470.00	5,838.00
Taxes			
Federal Withholding	-248.00	-108.00	-356.00
Medicare Employee	-63.33	-21.32	-84.65
Medicare Employee Addl Tax	0.00	0.00	0.00
Social Security Employee	-270.82	-91.14	-361.96
Fayette County	-98.28	-33.08	-131.36
KY - Withholding	-173.50	-32.84	-206.34
School Tax	-21.84	-7.36	-29.20
Total Taxes	-875.77	-293.74	-1,169.51
Net Pay	3,492.23	1,176.26	4,668.49

Company Paid Taxes

Medicare Company	-63.33	-21.32	-84.65
Social Security Company	-270.82	-91.14	-361.96
Total Company Paid Taxes	-334.15	-112.46	-446.61

1470.00
 112.46

 1582.46

NEW LIFE DAY CENTER INC		1036
PANHANDLER JOBS PO BOX 24823 LEXINGTON, KY 40524-4823		DATE <u>12-5-17</u> 73-269/421
PAY TO THE ORDER OF	<u>New Life Day Center</u>	\$ <u>1,582⁴⁶</u>
<u>One thousand, five hundred, eighty-two & ⁴⁶/₁₀₀</u>		DOLLARS
 Community Trust Bank <small>Main Street Office • Lexington, Kentucky</small>		
FOR	<u>Reimburse November Payroll</u>	<u>Brenda K. Gilbert</u>
⑆001036⑆ ⑆042102694⑆ 4003509140⑆		

Lexington Panhandler Jobs

Monthly Status Report

November 1, 2017 to November 30, 2017

<u>Objective</u>	<u>Monthly Target</u>	<u>Outcome</u>	<u>Monthly Result</u>	<u>Cumulative Result</u>
Target Days of Operation	8	Actual Days of Operation	7	56
Target Number of Participants	64	Actual Number of Participants	72	440
Target Number of Unduplicated Participants	35	Actual Number of Unduplicated Participants	20	126
Target Number of Duplicated Participants	17	Actual Number of Duplicated Participants	8	77
Target Number of Participants Placed in Permanent Housing	4	Actual Number of Participants Placed in Permanent Housing	0	4
Target Number of Participants Obtaining Regular Outside Employment	12	Actual Number of Participants Obtaining Regular Outside Employment		
Target Average of Workers Per Day	9	Actual Average of Workers Per Day	10	10

Target Number of Times Workers Participated Throughout the Month	72	Actual Number of Times Workers Participated Throughout the Month	72	576
Target Number of Miles Cleaned	60	Actual Number of Miles Cleaned	70	
Target Number of Bags of Trash Collected	150	Actual Number of Bags of Trash Collected	1 125 + 33 Tires	4096 + 72 Tires
Target Amount of Money Paid to Workers	\$3,240	Actual Amount of Money Paid to Workers	\$3,375	\$24,996
Target Response Rate of Acceptance	90%	Actual Response Rate of Acceptance	92%	92%
Target Number of Unique Homeless Participants		Actual Number of Unique Homeless Participants	Virtually all workers are declaring themselves homeless.	