

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508, with an effective date of July 1, 2025.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit "A" – Scope of Work
- B. Exhibit "B" – Quarterly Questionnaire
- C. Exhibit "C" – Annual Questionnaire
- D. Exhibit "D" – RFP #35-2024
- E. Exhibit "E" – Organization's Response to RFP #35-2024

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

2. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for one (1) additional term of one (1) year, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay the Organization a total amount not to exceed Sixty-Two Thousand and Seven Hundred and Eighteen Dollars and 42/100 Cents (\$62,718.42) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth (1/4th) of the Funds. The Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national 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 Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable)

Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

8. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of or breach of this 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 Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines,

penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or 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 the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by receipts supporting the reimbursement request.

11. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than May 31, 2026, Organization shall provide a Year-End Report electronically to the CDO.

12. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and the final quarterly invoice with supporting documentation.

13. By March 31, 2026 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-

Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

14. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

15. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

16. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

17. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. 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. 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 Organization, or to constitute Organization an agent of the Government.

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

19. Organization 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 Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

20. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

21. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

22. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

23. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

24. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

- (1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

- (2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

25. This instrument contains 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.

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

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

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

For Organization:

Jubilee Jobs of Lexington, Inc.
535 W Second St., Ste. 205

Lexington, Kentucky 40508
Att: Mason King, Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

MacKenzie Stock
~~Abigail Allan~~, Clerk of the Urban County Council
Deputy

JUBILEE JOBS OF LEXINGTON, INC.

BY: *Peter Barr*
PETER BARR, CHAIR

ATTEST:

Sam Man Paul
WITNESS: *Lauren mane* *Cambron*
DATE: *9/21/2025*

EXHIBIT “A”

Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

SCOPE OF WORK – WORK - LEXINGTON

Local Contribution:

Jubilee Jobs will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

WORK-LEXINGTON

- Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
- Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- Work with local employers and develop relationships with employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities. Connect with employers weekly.
- Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- Quarterly reports will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by the 10th of the first month after the quarter.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by May 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization’s annual work plan performance review.

EXHIBIT “B”

Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

JUBILEE JOBS QUARTERLY QUESTIONNAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

WORK-Lexington Orientations:

WORK-Lexington orientations held during the quarter:

Total attendance at WORK-Lexington orientations held during this quarter:

Average attendance at WORK-Lexington orientations held during this quarter:

Employer Engagement:

Employers engaged on behalf of WORK-Lexington during this quarter:

Names of employers

Weekly employer contact

Client Assistance:

WORK-Lexington clients assisted during this quarter:

Top barriers for clients

WORK-Lexington clients who secured employment this quarter:

WORK-Lexington enrollment for this quarter:

WORK-Lexington enrollment who received employment this quarter:

Types/Sectors of employment (collectively) clients received this quarter:

Job Type

Job Type

Job Type

Marketing Efforts:

WORK-Lexington social media post this quarter:

WORK-Lexington quarterly email newsletter submitted this quarter: (Yes/No)

Attach newsletter with this report

WORK-Lexington monthly community outreach activities conducted/held this quarter: Number

Please describe the activities that were conducted/held

Outreach – Hold Workshops, Job/resource Fairs throughout Lexington

Referrals:

Which partners did they refer to

How many referrals did they receive for Work Lexington

Who referred

Career Edge:

Registered in Career Edge

Completed Life skills modules

Completed professional skills modules

Created a resume

EXHIBIT “C”

Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

JUBILEE JOBS ANNUAL QUESTIONNAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

WORK-Lexington Orientations (July 1, 2025 – June 30, 2026):

WORK-Lexington orientations held during the year (Goal 3 Orientations per month):

Total attendance at WORK-Lexington orientations held during the year:

Average attendance at WORK-Lexington orientations held during the year:

Employer Engagement (July 1, 2025 – June 30, 2026):

Employers engaged on behalf of WORK-Lexington during the year (Goal 2 per week):

Client Assistance (July 1, 2025 – June 30, 2026):

WORK-Lexington clients assisted during the year:

WORK-Lexington clients who secured employment during the year:

WORK-Lexington enrollment total during the year (Goal 500):

WORK-Lexington enrollment who received employment during the year (Goal 250):

Types of employment (collectively) clients received during the year:

Job Type

Job Type

Job Type

Marketing Efforts:

WORK-Lexington social media post during the year (Goal 3 per month):

WORK-Lexington Monthly email newsletters submitted the year (Goal 1 per quarter): Number

WORK-Lexington monthly community outreach activities conducted/held this year (Goal 1 per month):

Number held

Please describe the activities that were conducted/held

Referrals:

Number of referrals received:

Number of referrals to partners and which partners:

Names of partners referred to:

Barriers:

Top 5 barriers of clients

EXHIBIT "D"

**Lexington/Fayette Urban County Government
Addendum for Services
Jubilee Jobs**

RFP #35-2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

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

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

Affirmative Action Plan

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

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

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

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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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 Procurement
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 Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program 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 Procurement):

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

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

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

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

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

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of 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 DBE, MBE, WBE and VOSB 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 Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbenc-orv.org	513-487-6537
Kentucky MWBE Certification Pro	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971



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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with 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 Procurement/ 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 Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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



LEXINGTON

Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

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

1.0 General Information

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

<https://lexingtonky.ionwave.net>

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

- (2.1) New Business Development;
- (2.2) Existing Business Retention and Expansion;
- (2.3) Small Business Owner Connections and Networking;
- (2.4) Entrepreneurial Development/Start-Up Assistance;
- (2.5) Minority Owned Business Development;
- (2.6) Women Owned Business Development;
- (2.7) Veteran Owned Business Development;
- (2.8) Available Economic Development Property Register;
- (2.9) WORK-Lexington;
- (2.10) Talent and Workforce Development, and
- (2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

- A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
- B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
- C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
 - 1. Corporate decision makers and community/program liaisons.
 - 2. Site selection consultants to build awareness of Lexington.
 - 3. Local executives/management.
- D. Specific program marketing tasks will include the following:
 - 1. Marketing shall be under the brand of the Lexington Economic Partnership.
 - 2. Develop an electronic marketing plan for recruitment outreach efforts.
 - 3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
- E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.
- F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

- A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.
- B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.
- C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- D. Work with local businesses to maintain and improve their employment diversity.
- E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
 1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
 2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

- connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.
3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
 4. Develop a business support network based on sector for businesses and employers within Lexington.
- F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
 2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
 3. Issues and perceived challenges related to company growth opportunities in Lexington.
 4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
 5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.
- I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

- A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.
- B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

- C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

- A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of \$500,000 per year or less.
- C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
- E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

- A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- C. Assist with educational assistance/programs related to starting and operating a minority owned business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
- E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

- A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- C. Assist with educational assistance/programs related to starting and operating a women owned business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
- E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

- G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
- J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
- K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

- A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
- B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
- C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

- A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
- B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
- D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

- A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
- B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
- C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
- D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

- A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
- B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
- C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
- D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

- E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
- F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
 - 1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
 - 2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
 - 3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
- G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

- A. Letter of intent/Statement of Services including:
 - 1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
 - 2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
 - 3. Identification of criteria to measure the success of your proposal.
 - 4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
 - 5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

- agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.
- B. History of organization and statement of qualifications including:
 - 1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
 - 2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
 - 3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
 - 4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
 - 5. Provide references for completed projects similar to the project you have responded to in your proposal.
 - C. Evidence of ability to perform the requested tasks, such as:
 - 1. Examples of relevant past work products and successful project examples of documents created.
 - 2. Presentation(s).
 - 3. Other work products, etc.
 - D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.
 - E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.
 - F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

- A. Evaluation Scoring:
 - 1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
 - 2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
 4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
 5. Qualifications of the respondent organization and team– 10%.
- B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
 - C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
 - D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
 - E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 31, 2024**.

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 (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at <https://lexingtonky.ionwave.net/>. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any respondent in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

**Lexington/Fayette Urban County Government
Addendum for Services
Jubilee Jobs**

**Jubilee Jobs of Lexington, Inc.
RFP #235-2024 RESPONSE
WORK PLAN**

4924-5281-4656, v. 1



JUBILEE JOBS
OF LEXINGTON

RFP #35-2024 Economic Development Partnership Services

**Jubilee Jobs of Lexington
535 W Second St., Ste. 205
Lexington, KY 40508**

Grant Proposal for Sections 2.9 & 2.10

RFP #35-2024 Economic Development Partnership Services

Jubilee Jobs of Lexington

Grant Proposal for Sections 2.9 & 2.10

2.9 WORK-Lexington

Description of Knowledge and Understanding of Lexington-Fayette County

Jubilee Jobs of Lexington has been a cornerstone in the Central Kentucky community since 2009, focusing on helping disadvantaged individuals secure stable, long-term employment. Our deep engagement with the local community has provided us with a thorough understanding of the economic landscape of Lexington-Fayette County, including the key industries, workforce demographics, and the unique challenges faced by the local population. In 2023 alone, Jubilee Jobs placed over 500 individuals at 184 distinct employers, evidencing our robust engagement of Lexington businesses. Furthermore, our program enjoys great collaboration with nonprofit organizations that help in addressing the co-occurring issues many of our clients face that affect their ability to obtain and maintain dignified employment. Our programs aim to bridge the gap between job seekers and Lexington's industries, addressing barriers such as criminal backgrounds, substance use disorders, and limited education.

WORK-Lexington Program Work Plan

To accomplish the goals outlined in the Request for Proposal (RFP), Jubilee Jobs of Lexington has developed a comprehensive work program for the WORK-Lexington initiative. This program is designed to enhance client participation at the Charles Young Center, Davis Park Workforce Center, and other satellite sites in Fayette County. Our approach focuses on engaging individuals in recovery from substance use disorders and those with criminal backgrounds, leveraging our extensive experience and community connections.

Our Approach:

Jubilee Jobs of Lexington will enhance the WORK-Lexington program by strategically engaging individuals in recovery and those with criminal backgrounds, integrating services with local partners, expanding employer networks, promoting workforce events, and implementing a robust marketing plan to increase client participation and employment outcomes in Fayette County.

Engagement and Recruitment:

To effectively engage our target demographic, we will develop and implement targeted outreach strategies. This includes regular visits to sober living and treatment facilities, where we will provide information sessions about the WORK-Lexington program. Additionally, we will utilize our established connections with the Fayette County Detention Center (FCDC) and regional prisons to reach individuals preparing for reentry into the workforce. By collaborating with these institutions, we can identify potential participants early and integrate them into our program as part of their reentry plan.

Service Integration:

A key component of our method involves close collaboration with the LFUCG Community Reentry Advocate housed at the Davis Park Workforce Center. This partnership ensures that our services are seamlessly integrated, providing a comprehensive support system for

participants. We will coordinate multiple monthly orientations at the Workforce Centers, where WORK-Lexington funded agencies can co-locate to offer a one-stop-shop for those seeking assistance. We will leverage our strong working relationships with dozens of treatment facilities to conduct the program orientations at the WORK-Lexington sites to increase foot traffic and engage with WORK-Lexington funded partners. This collaborative approach not only streamlines service delivery but also increases participant engagement by providing easy access to a range of resources.

Employer Network Expansion:

Building on our existing relationships with 184 distinct Kentucky employers who hired Jubilee Jobs clients in 2023, we will expand our employer network. By fostering deeper connections and engaging new employers, we aim to increase job placement opportunities for our participants. Collaborative efforts with other organizations will amplify our impact, ensuring that more employers are aware of the benefits of hiring through the WORK-Lexington program.

Coordination and On-Site Support:

To assist the Office of the Chief Development Officer, Jubilee Jobs will enhance day-to-day operations at WORK-Lexington offices, facilitating participant engagement, and ensuring smooth collaboration among different service providers. Our staff will be dedicated to enhancing the efficiency and effectiveness of the WORK-Lexington program through intentional coordination and oversight.

Coordination with Grant Partners:

Jubilee Jobs will actively coordinate with funded WORK-Lexington grant partners to provide residents with access to workforce programming across various locations in Lexington-Fayette County. This includes scheduling joint workshops, sharing resources, and co-hosting events that aim to maximize the reach and impact of our collective efforts.

Job Placement Opportunities:

We will work closely with local employers to connect them with WORK-Lexington grant partners, facilitating potential job placements for our participants. Through regular employer engagement activities, such as networking events and job fairs, we will ensure that participants have ample opportunities to secure meaningful employment.

Promotion of Workforce Events:

Jubilee Jobs will collaborate with WORK-Lexington grant partners to promote workforce events related to both training and placement. This includes organizing and publicizing job fairs, training sessions, and other relevant events. By leveraging our extensive community networks and outreach capabilities, we will enhance the visibility and attendance of these events.

Marketing Plan Implementation:

A comprehensive marketing plan will be developed and implemented to promote the WORK-Lexington program and its locations. This plan will include social media campaigns, email newsletters, community bulletin postings, and collaboration with local media outlets to raise awareness and encourage participation. Our goal is to ensure that all Lexington residents are informed about the resources available through the WORK-Lexington program.

Program Goals, Targets, and Success Criteria:

1. Orientation Schedules: Weekly schedules for orientation sessions at WORK-Lexington sites, co-locating multiple agencies to provide a one-stop-shop for participants.
Target: Conduct no fewer than 3 orientations per month at a WORK-Lexington site.
2. Employer Engagement Reports: Detailed reports tracking interactions with employers, job placements secured, and feedback from both employers and participants.
Target: Engage and document interactions with no fewer than 2 employers per week and assist 250 clients with securing employment through WORK-Lexington site participation within the first 12 months of the program.
3. Participant Enrollment Data: Records of participant demographics, enrollment numbers, and engagement levels throughout the program.
Target: Engage 500 participants through WORK-Lexington events over the calendar year, enroll 250 participants in employment programming, and secure 250 job placements through the WORK-Lexington program.
4. Marketing Campaigns: Documentation of marketing efforts, including social media campaigns, email newsletters, and community outreach activities promoting the WORK-Lexington program.
Target: Implement a marketing campaign that includes no fewer than 3 social media posts per month, a quarterly email newsletter, and monthly community outreach activities to promote the WORK-Lexington program.
5. Annual Reports: Comprehensive annual reports submitted to the Director of Business Engagement, detailing program activities, outcomes, challenges, and recommendations for improvement.
Target: Submit quarterly progress reports detailing outcomes and activities. Submit a comprehensive annual report detailing grant outcomes and successes.
6. Participant Success Stories: Case studies and testimonials highlighting individual participant achievements and the impact of the WORK-Lexington program on their lives.
Target: Identify and record no fewer than 4 client success stories for distribution in quarterly newsletters, reporting and social media campaigns.
7. Service Integration Documentation: Records of coordination efforts with the LFUCG Community Reentry Advocate and other partners, including integration processes and service delivery improvements.
Target: Document and review coordination efforts with the LFUCG Community Reentry Advocate and other partners on a quarterly basis, including detailed records of integration processes and service delivery improvements, with a summary report produced annually.
8. Event Summaries: Summaries of workforce events, such as job fairs and training sessions, including attendance figures, participant feedback, and overall impact assessments.
Target: Conduct no fewer than 6 workforce events within a 12-month calendar period and provide detailed summaries of each event, including attendance figures, participant feedback, and overall impact assessments.

Non-LFUCG Funding Sources:

To complement the LFUCG funding request, Jubilee Jobs of Lexington will leverage the following private and non-LFUCG sources:

- United Way of the Bluegrass: \$15,000

- PNC Foundation: \$7,500
- Truist Bank: \$3,500

In order to broaden the program, Jubilee Jobs will leverage \$26,000 in additional non-LFUCG funding to amplify WORK-Lexington's impact. Thereby employing \$101,000 in funding to ensure successful implementation of this initiative. This equates to Jubilee Jobs providing a match of over 25% to expand the impact of this project.

LFUCG-Funding 2022-2024:

2022:

- Neighborhood Development Funds: \$1,000
- Community Development Block Grant: \$20,000
- Workforce Development Grant: \$50,000

2023:

- BFREE IDs Grant: \$500
- Workforce Development Grant: \$68,750
- Second Chance Academy Grant: \$75,000

2024:

- BFREE IDs Grant: \$1,000
- Neighborhood Development Funds: \$1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

Total Proposed Project Budget for 2.9 & 2.10 - \$150,000

Proposed 2.9 WORK-Lexington Budget

Total 2.9 Project Budget Requested: \$75,000

Advertising and Promotion - \$5,000
 Computer and Internet Expenses - \$500
 Restricted Grant Expenditures-Client Needs - \$500
 Special Events (Job Fairs, Employer Events, Upskilling, etc.) - \$2,500
 Insurance Expense - \$750
 Meals - \$500
 Move Up Meetings - \$750
 Office Supplies - \$1,000
 Payroll Expenses - \$50,000
 Health Insurance - \$5,000
 Postage & Delivery - \$500
 Rent Expense - \$5,000
 Telephone Expense - \$1,500
 Travel Expense - \$1,500

*Agency budget with proposed project budgets included in Exhibit 1

History of Organization and Statement of Qualifications

Key Personnel

Natalie Collins, Project Manager

- **Role:** Project Lead for WORK-Lexington
- **Time Commitment:** 75% of weekly work hours will be dedicated to this project.

Mason King, CEO

- **Role:** Oversight and Strategic Direction
- **Time Commitment:** 10% of weekly work hours dedicated to this project.

Individual Information

Natalie Collins

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
- **Job Description:** As Project Manager, Natalie Collins will oversee the implementation and coordination of the WORK-Lexington program. Her responsibilities include managing outreach and engagement efforts, coordinating with partner organizations, facilitating participant orientation sessions, and expanding the employer network.
- **Job Function:** Natalie will ensure the seamless integration of enhanced programming into the current WORK-Lexington framework. She will oversee all aspects of project execution, including participant recruitment, service delivery, and employer engagement.

Mason King

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations.
- **Job Function:** Mason will provide strategic direction and high-level oversight for the WORK-Lexington program, ensuring that the project aligns with Jubilee Jobs' mission and goals and integrating existing and novel programs into WORK-Lexington to enhance program outcomes.

Qualifications of Key Staff

Natalie Collins has been the primary representative for WORK-Lexington at Jubilee Jobs for the past two years. Her familiarity with the program's current design and its benefits and drawbacks positions her well to lead the integration of enhanced programming. As a University of Kentucky alum, she brings a wealth of knowledge in communications and social media engagement, essential for promoting the program effectively. She has managed and created content for all organizational social media accounts, increasing engagement and follower growth. Natalie has designed and produced marketing materials, maintained the organization's website, and spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry. Her

robust network of employers and non-profit organizations in the region will be invaluable in expanding partnerships and securing job placements for participants.

Mason King has been leading Jubilee Jobs of Lexington as the CEO since 2022. Under his leadership, the organization has significantly expanded its reach and impact, serving over 500 clients annually. Mason oversees all programming, financing, human resources, and development operations. In his tenure, the program budget and revenue have tripled, and the number of clients served has doubled. He has launched critical new programs, including the innovative Second Chance Academy, a successful initiative established by the LFUCG Mayor's Office that supports long-term re-entry for inmates from the Fayette County Detention Center (FCDC). Mason holds an MBA from the University of South Carolina, Aiken School of Business, and a Bachelor of Arts in Political Science and Spanish from the University of Kentucky, providing a strong foundation in nonprofit management and community engagement.

Organizational Suitability

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our long-standing commitment to workforce development and our proven track record of success. Since 2009, we have helped thousands of individuals overcome significant barriers to employment and secure stable, long-term jobs. Our comprehensive seven-step program not only focuses on job placement but also on the personal and professional growth of our participants, ensuring they are equipped with the skills and confidence needed to thrive in their careers. Our deep-rooted connections within the community, including relationships with local employers, treatment facilities, and nonprofit partners, enable us to deliver tailored and impactful services.

Success in Similar Programs

Jubilee Jobs has a history of exceeding goals and outcomes for various workforce development initiatives. In our Workforce Development Grant, which included participation in the WORK-Lexington program, we have consistently surpassed grant targets each year. Most recently, our success led to additional mid-year funding to expand our program goals and services. This track record of achievement underscores our capability to manage and enhance the WORK-Lexington program effectively, ensuring positive outcomes for participants and the broader community.

By leveraging the expertise and experience of our dedicated staff, particularly Natalie Collins and Mason King, and building on our history of successful program implementation, Jubilee Jobs of Lexington is confident in our ability to deliver exceptional results for the WORK-Lexington program.

Attached, please see **Exhibits 2.9.1 to 2.9.6** evidencing some of Jubilee Jobs supplementary work products.

2.10 TALENT AND WORKFORCE DEVELOPMENT

Description of Knowledge and Understanding of Lexington-Fayette County

Jubilee Jobs of Lexington has been a leading workforce development nonprofit in Central Kentucky since 2009, with a deep understanding of the Fayette County economy, characterized by its diverse mix of industries such as healthcare, education, manufacturing, and services. Our innovative programs, like "Innovate to Elevate" and "Bright Futures Employment Program," specifically target high school and young-adult job seekers, providing comprehensive job readiness training and immersive career exploration experiences using advanced tools such as virtual reality technology.

These programs bridge the gap between education and employment, ensuring that participants gain practical experience and build professional networks. Our extensive experience and proven success in engaging this demographic uniquely position us to effectively contribute to the Talent and Workforce Development component of LFUCG's economic development strategy, fostering a skilled and resilient workforce to support the region's continued growth and prosperity.

Talent and Workforce Development Work Plan

The Talent and Workforce Development initiative aims to enhance workforce development in Lexington by partnering with local educational institutions and employers to create pathways to employment for high school and college students, focusing particularly on those facing significant barriers to employment. This program will be implemented in four phases, ensuring comprehensive outreach, engagement, program delivery, and evaluation.

Phase 1: Initial Setup

In the initial setup phase, Jubilee Jobs will establish a coordination team led by a specialized Job Counselor focusing solely on clients aged 16-26 years, with strategic oversight from CEO Mason King. We will develop detailed outreach and engagement plans tailored to the unique needs of Fayette County. Our approach will include identifying and initiating partnerships with colleges, universities, high schools, and local employers to form a robust network supporting the program.

Phase 2: Outreach and Engagement

During the outreach and engagement phase, Jubilee Jobs will conduct strategic meetings and workshops with college and university, FCPS and other educational and workforce development leadership to align our workforce development strategies with institutional goals. Engagement strategies will be implemented to connect upper-level college students with employment opportunities and internships. Additionally, we will organize career fairs and networking events for high school students, collaborating closely with Fayette County Public Schools and local nonprofit partners. Our efforts will ensure robust participation from educational institutions and local businesses. Deliverables for this phase will include detailed reports on outreach activities and partnership meetings, showcasing our proactive engagement and collaboration efforts.

Phase 3: Program Implementation

In the program implementation phase, Jubilee Jobs will facilitate internships and job placements for college and high school students, focusing on those facing significant barriers to employment. We will provide comprehensive job readiness training, including resume building, interview preparation, and job search strategies, ensuring that participants are well-equipped to succeed in the workforce. Continuous monitoring and support will be offered to participants to ensure successful outcomes. Deliverables for this phase will include quarterly reports on student participation and program outcomes, along with detailed documentation of training sessions and materials used. This phase will leverage our experience from successful programs like "Innovate to Elevate" and "Bright Futures Employment Program."

Phase 4: Evaluation and Reporting

The final phase, evaluation, and reporting, will involve collecting and analyzing data on program impact, including feedback from students and employers. Jubilee Jobs will prepare and submit an annual report detailing program activities, outcomes, and recommendations for improvement to the LFUCG. Deliverables for this phase will include an annual report with a comprehensive program evaluation and presentation materials.

Program Goals, Targets, and Success Criteria:

Launch Family Learning Community Hubs:

- Partner with and assist Fayette County Public Schools in launching Family Learning Community Hubs.
- Develop hubs emphasizing workforce development support for students and their families.
- Integrate workforce development curriculum and career exposure in these hubs.

Target: In partnership with Fayette County Public Schools, successfully integrate Jubilee Jobs workforce curriculum into the FCPS Family Learning Community Hubs, integrating job readiness and career exposure curriculum and comprehensive employment support.

Workforce Readiness Programming:

- Enhance workforce development services and provide materials, curriculum, experiential learning, or training participants aged 16-26.
- Conduct job workshops covering interview preparation and conflict resolution, and integration of Jubilee Jobs seven-step jobs program.

Target: Enroll 125 participants in the program and distribute educational resources to an additional 300 students. Achieve a 70% completion rate of the seven-step jobs program among enrolled participants.

Individual Assistance:

- Provide one-on-one job counseling, including resume building, job application assistance, mock interviews, and cover letter development.

Target: Ensure 70% of participants complete these individual assistance components.

Increase Participation in Experiential Learning:

- Provide internships, apprenticeships, career simulations, employment or shadowing opportunities to participants.
- Programming and experiential learning will be informed by both leading experts in Central Kentucky's educational sector and business world, while ensuring that student feedback keeps the programs student centric but industry informed.

Target: Enroll at least 60% of participants in experiential learning opportunities or employment.

Financial Literacy and Job Preparation in Financial Sector:

- Integrate financial literacy education in partnership with Leadership Lexington's "LitLex" initiative.
- Organize and conduct a financial literacy seminar with Dunbar Junior and Seniors to educate the students on fundamentals of financial literacy.
- Equip participants with financial knowledge to empower informed decision-making and long-term economic stability.
- Prepare students for jobs in the financial sector.

Target: In collaboration with Junior Achievement and LitLex, organize and conduct a financial literacy seminar for the junior and senior class of Dunbar High School.

Expand Technology Exposure and Integration:

- Utilize virtual reality technology and other modern tools to provide career exploration experiences, aiming for a 5% increase in student comfort with technology.
- Embracing the digital age, we will incorporate state-of-the-art virtual reality technology, leveraging Transfr's innovative software, to offer participants virtual exposure to over 35 distinct careers. This integration aims to provide a unique, immersive perspective on potential professions, ensuring students remain at the forefront of technological advancements in job preparedness.
- To measure outcomes on technology exposure and integration, Jubilee Jobs will utilize the exceptional data gathering and analytics tools available via Transfr's platform. Transfr has a proven track record of positive outcomes with students that utilize its career exploration simulations. For example, in 2021, West Alabama Works (WAW) exposed over 1,100 students to Transfr's career exploration simulations during a four-week program, which resulted in an 18% increase in CTE enrollment using only 10 Transfr VR headsets. In another study at Coastal Bend College in Texas, 83% of students chose a career path, and 39% felt more comfortable with their career pathway choices.

Target: Achieve a 5% increase in student comfort with technology through pre- and post-assessments.

Community Engagement:

- Engage families, educators, and local leaders to create a supportive environment for students.
- Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

Target: Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

Resource Connection Website Launch:

- Goal: Develop and launch a comprehensive online platform integrated into the Jubilee Jobs website to provide critical life skills and supportive service connection to promote academic and professional enrichment and employment attainment and upward mobility.

Target: Create a fully functioning website during the grant period that serves as a resourcing hub for young people aged 16-26, providing life skills education and critical wraparound resources for job attainment and retention. The website will offer guidance on topics surround life and soft skills, while also connecting users to job readiness training and employment resources.

This structured approach will ensure that Jubilee Jobs can effectively implement the Talent and Workforce Development initiative, fostering a skilled and resilient workforce that supports the continued growth and prosperity of Fayette County.

Sources of Non-LFUCG Funding:

To ensure resounding success for this Talent and Workforce Development initiative, Jubilee Jobs will deploy \$250,000 in earmarked funding. To complement the requested \$75,000 of LFUCG funding for

the Talent and Workforce Development project, Jubilee Jobs of Lexington has secured additional funding from private sources to support the initiative:

- Walton Foundation: \$125,000 for high school workforce programming.
- Taco Bell Foundation: \$50,000 for workforce programming for individuals aged 16-26.

Funding & Percentage Breakdown:

- Non-LFUCG Funding: $(\$175,000 / \$250,000) * 100 = 70\%$ **program non-LFUCG Funded**
- LFUCG Funding: $(\$75,000 / \$250,000) * 100 = 30\%$ **program LFUCG Funded**

LFUCG-Funding 2022-2024:

2022:

- Neighborhood Development Funds: \$1,000
- Community Development Block Grant: \$20,000
- Workforce Development Grant: \$50,000

2023:

- BFREE IDs Grant: \$500
- Workforce Development Grant: \$68,750
- Second Chance Academy Grant: \$75,000

2024:

- BFREE IDs Grant: \$1,000
- Neighborhood Development Funds: \$1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

Proposed 2.10 Talent & Workforce Development Project Budget

Total 2.10 Project Budget Requested: \$75,000

Advertising and Promotion - \$2,500
Computer and Internet Expenses - \$1,500
Continuing Education - \$1,000
Restricted Grant Expenditures-Client Needs - \$1,000
Simulations and Field Trips - \$1,500
Insurance Expense - \$1,500
Meals - \$500
Office Supplies - \$1,500
Payroll Expenses - \$50,000
Health Insurance - \$6,000
Rent Expense - \$5,000
Telephone Expense - \$1,500
Travel Expense - \$1,500

*Agency budget with proposed project budgets included in Exhibit 1

History of Organization and Statement of Qualifications

Key Personnel

- **Ronald Delgado, Specialized Job Counselor**
 - **Role:** Program Lead for Talent and Workforce Development
 - **Time Commitment:** 95% of weekly work hours are dedicated to this project.
- **Natalie Collins, Project Manager**
 - **Role:** Oversight and Strategic Direction
 - **Time Commitment:** 10% of weekly work hours dedicated to this project.
- **Mason King, CEO**
 - **Role:** Oversight and Strategic Direction
 - **Time Commitment:** 5% of weekly work hours are dedicated to this project.

Individual Information

- **Ronald Delgado**
 - **Resume:** Resume Attached at end of proposal. *Exhibit 1.3*
 - **Job Description:** As the Specialized Job Counselor, Ronald Delgado will lead the Talent and Workforce Development initiative, focusing on providing direct services to clients aged 16-26. His responsibilities include developing and delivering workforce development curriculum, facilitating career exposure activities, and providing one-on-one job counseling.
 - **Job Function:** Ronald will oversee the implementation of job readiness training, internship and job placement facilitation, and financial literacy education. He will coordinate with educational institutions and local employers to ensure the successful integration of the program components.
- **Natalie Collins**
 - **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
 - **Job Description:** As Project Manager, Natalie Collins will provide strategic oversight and support for the Talent and Workforce Development program. Her responsibilities include overseeing outreach and engagement efforts, in collaboration with WORK-Lexington initiatives, coordinating with partner organizations, and ensuring the overall effectiveness of the program.
 - **Job Function:** Natalie will support Ronald in developing and delivering program components, tracking progress, and reporting outcomes.
- **Mason King**

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations and cross-programmatic integration.
- **Job Function:** Mason will provide high-level strategic direction and support to ensure the program aligns with Jubilee Jobs' mission and goals and are integrated with complementary programming.

Qualifications of Key Staff

Ronald Delgado brings a wealth of experience and a diverse skill set to the Talent and Workforce Development program. He is bilingual with native fluency in Spanish, which will be invaluable in reaching and assisting a broader demographic. Ronald has extensive experience working with students, having served in roles such as a volunteer tutor at the Carnegie Center for Literacy and Learning, where he developed tutoring plans and provided counseling to students. His leadership roles at Northern Kentucky University, including Interim President of the Inter-Fraternity Council and Vice-President of Finance for Sigma Phi Epsilon Fraternity, demonstrate his strong organizational and communication skills. Ronald's ability to manage large-scale projects and his background in political science, business administration, and communications make him exceptionally qualified to lead this initiative.

Natalie Collins & Mason King's competencies are referenced in Section 2.9

Organizational Suitability and Past Programmatic Success

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our successful implementation of innovative workforce development programs and our proven track record of impactful community engagement. One of our standout initiatives is the "Innovate to Elevate" program, a collaborative effort between Commerce Lexington, Black Male Working Academy, and Transfr. This program garnered a \$500,000 investment from the Walton Foundation, significantly enhancing workforce programming in Fayette County. The program already boasts a first-in-the-nation youth Chamber of Commerce Trip, virtual reality career exploration, and workforce development initiatives for Fayette County students. Additionally, our "Broadened Horizons" program, funded by the Taco Bell Foundation, targets individuals aged 16-26. The success of this program in 2023 led to an increase in funding from \$25,000 to \$50,000 for 2024, underscoring our capability to deliver effective and scalable workforce development solutions, and garner expanded sustainable funding. These accomplishments demonstrate our ability to manage and enhance workforce initiatives, ensuring positive outcomes for participants and contributing to the economic growth of Fayette County.

Supplemental Exhibits

Exhibit 1.0

LFUCG Economic Development Partnership Services - Grant Budget			
Revenue	2024	2024	2024
	Agency Budget	2.9 WORK-LEXINGTON PROJECT BUDGET	2.10 TALENT AND WORKFORCE DEVELOPMENT PROJECT BUDGET
42000 - Employee Retention Credit	2,552.00		
43000 - Contributions			
43000.2 - Fundraiser - 2024 NCF Credit Card Gifts	8,500.00		
43000.3 - Fundraiser - Sponsors			
43000.4 - Fundraiser - Event	190,000.00		
43000 - Contributions - Other	35,000.00		
	236,052.00		
44000 - Interest Income	23,500.00		
45000.1 Grants restricted**	362,531.00	75,000.00	75,000.00
45000 - Grants - other	-		
	386,031.00		
Total Revenue	622,083.00	75,000.00	75,000.00
Cost of Goods Sold			
66600 Contracted Services	-		
Gross Revenue	622,083.00		150,000.00
Expense			
60000 - Advertising and Promotion	16,000.00	5,000.00	2,500.00
60400 - Bank Service Charges	100.00		
61000 - Business Licenses and Permits	50.00		
61300 - Donations (BGCf Goodgiving Challenge 2024)	500.00		
61700 - Computer and Internet Expenses	16,000.00	500.00	1,500.00
61800 - Office Refit (Covered by Insurance)	-		
62000 - Continuing Education	3,000.00		1,000.00
62500 - Dues and Subscriptions	5,000.00		
Total 60000-62500	40,650.00	5,500.00	5,000.00
62700.1 - Restricted Grant Expenditures-Client Needs	13,000.00	500.00	1,000.00
62800 - Client Transportation Assist. (Restricted)	6,000.00		
Total 62700.1 - 62800	19,000.00	500.00	1,000.00
63000.1 - Special Events	5,000.00	2,500.00	
63000.2 - Simulations and Field Trips	3,500.00		1,500.00
63000 - Fundraiser - Celebration	40,000.00		
Total 63000	48,500.00	2,500.00	1,500.00
63300 - Insurance Expense			
63310 - General Liability Insurance	1,800.00	250.00	500.00
63350 - Professional Liability	1,000.00	250.00	500.00
63360 - Worker's Compensation	600.00	250.00	500.00
63300 - Insurance Expense - Other	250.00		
	3,650.00	750.00	1,500.00
63600 - Legal	-		
64300 - Meals	1,500.00	500.00	500.00
64400 - Board Meetings	2,000.00		
64500 - Move Up Meetings	1,600.00	750.00	-
64900 - Office Supplies	4,500.00	1,000.00	1,500.00
66000 - Payroll Expenses	378,468.00	50,000.00	50,000.00
66100 - Health Insurance	51,732.00	5,000.00	6,000.00
66160 - Employer HSA/IRA Contribution	5,500.00		
	-		
66500 - Postage and Delivery	600.00	500.00	-
66700 - Professional Fees	4,000.00		
66900 - Longevity Recognition Program	2,500.00		
67100 - Rent Expense	30,990.00	5,000.00	5,000.00
67200 - Repairs and Maintenance	-		
68100 - Telephone Expense (Cell Phone)	4,100.00	1,500.00	1,500.00
68400 - Travel Expense (Mileage)	11,000.00	1,500.00	1,500.00
68700 - Flowers and Gifts	4,000.00		
69000 - Taxes	-	-	
Total =63500-69000	\$ 502,490.00	\$ 65,750.00	\$ 66,000.00
Total Expense	\$ 614,290.00	\$ 75,000.00	\$ 75,000.00
End of year reserve	\$ 7,793.00		

NC / NATALIE COLLINS

E: nataliecollins3600@gmail.com | (859) 559-8251 | A: Lexington, KY 40515

WORK HISTORY

Jubilee Jobs Of Lexington - Project Manager

Lexington, KY

07/2022 - Current

- Managed and created content for all organizational social media accounts, increasing engagement and follower growth across platforms.
- Designed and produced marketing materials, including brochures, flyers, and promotional products, to effectively communicate the organization's mission and programs.
- Maintained and updated the organization's website, ensuring content was current, relevant, and user-friendly.
- Provided one-on-one job counseling to clients, offering guidance on resume building, interview preparation, and job search strategies.
- Spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry.

Baptist Health Medical Group - Patient Access Coordinator

Lexington, KY

10/2019 - 06/2021

- Assisted patients in finding new primary care providers, facilitating smooth transitions and continuity of care.
- Coordinated and managed patient referrals to specialists and other healthcare providers, ensuring timely and accurate follow-up.
- Processed medication refill requests, collaborating with healthcare providers to ensure timely patient access to necessary medications.
- Accurately inputted and maintained patient demographic information in EPIC, the electronic health record (EHR) system, ensuring data integrity and confidentiality.
- Efficiently scheduled patient appointments, ensuring optimal use of available resources and reducing wait times for patients.

Sun Tan City - Lead Key Holder

Lexington, KY

07/2016 - 11/2018

- Assisted with inventory control, including ordering, receiving, and organizing products to maintain optimal stock levels and reduce shrinkage.

EDUCATION

University of Kentucky

05/2019

Bachelor of Public Health

- Dean's List Fall 2015 - Spring 2019
- Cumulative GPA of 3.9
- Elected to the Operations Committee for Kappa Alpha Theta in 2018

Lexington Christian Academy

Lexington, KY

05/2015

High School Diploma

- Member of National Honor Society, Beta Club, and Mu Alpha Theta
- Recipient of the English 12, Chemistry, Pre-Calculus, Calculus, Photography, and Microbiology Awards

VOLUNTEER EXPERIENCE

Colombia Mission Team Coordinator (July 2019 & June 2024)

- Coordinated community response to individual financial or material needs.
- Carried much needed food and personal supplies to impoverished communities in Cali, Colombia.

PepperPointe Management Marketing Intern (August 2017)

- Performed market analysis and researched latest trends.
- Took detailed notes of progress, processes and industry details to better understand marketing and company protocols.
- Generated reports detailing campaign performance, customer engagement and trends.

- Managed staff schedules to ensure adequate coverage during all shifts, optimizing productivity and maintaining a high level of customer service.
- Performed daily cleaning tasks and monthly deep cleans to maintain a pristine and inviting environment for customers.
- Consistently met or exceeded sales goals through effective customer service, product knowledge, and sales strategies.
- Trained new hires on company policies, procedures, and sales techniques, ensuring they were well-prepared to meet performance standards.

ADDITIONAL INFORMATION

Sode-Zo Center & CRAVE Recovery Intern (July 2021 - Present)

- Promoted family stabilization through direct service.
- Promoted persons in recovery pursuit of higher education.
- Helped resource recovery community with adult learning, economic stability, and social services.
- Conducted community outreach and service to multiple non-profit organizations (i.e., Revive Life House & Refuge for Women) within the community.

Lexington Humane Society Volunteer (September 2015 - August 2016)

- Kept cages, kennels, play yards and grooming areas neat and clean.
- Supported animal wellbeing by caring for both physical and mental health needs through strategies such as regular exercise.
- Cared for animals by feeding and bathing, taking dogs for walks, cleaning litter boxes and supervising playtime.

University of Kentucky Chandler Hospital Volunteer (May 2014 - July 2014)

- Organized and compiled electronic data management.
- Facilitated consumer relations.

SKILLS

Project Planning & Management

Verbal & Written Communication

Stakeholder Engagement

Problem Solving & Decision Making

Client Rapport

Attention to Detail

Creativity & Innovation

Team Collaboration

MASON T. KING, MBA

HONORS AND RECOGNITION

TODD L. DAUGHTERY AWARD FOR OUTSTANDING & UNIQUE CONTRIBUTIONS TO THE POLITICAL SCIENCES

Winner of the Daughtery Award for the University of Kentucky, Department of Political Science

FINALIST FOR THE VANDEBOSCH OUTSTANDING SENIOR IN POLITICAL SCIENCE AWARD

Selected as a finalist for the Outstanding Senior in Political Science Award at the University of Kentucky

DEPARTMENTAL HONORS, POLITICAL SCIENCE AND SPANISH

Graduated with departmental honors in both Political Science and Spanish at the University of Kentucky

M. EARL JOHNSON AWARD WINNER

Winner of the Bethel School of Ministry M. Earl Johnson Award for excellence and outstanding character

PUBLISHED POET

Creative Communication Contest: Poetry Selected for Publication

AP SCHOLAR WITH HONORS

Granted to students who received an average score of at least a 3.25 on all AP Exams taken

PHI SIGMA THETA NATIONAL HONOR SOCIETY

Distinguished member of the University of Kentucky chapter of Phi Sigma Theta Honor Society

EXPERIENCE

CHIEF EXECUTIVE OFFICER, JUBILEE JOBS OF LEXINGTON

April 2022 - Present

Chief Executive Officer for Jubilee Jobs. Oversees all programming, financing, human resourcing and development operations. Program services over 500 clients annually providing training, job placement and retention support to disadvantaged job seekers. Program budget and revenue has tripled in first two years, and number of clients served has increased doubled. Launched critical new programs such as the innovative Second Chance Academy, a successful LFUCG Mayor's Office initiative promoting long-term re-entry for FCDC inmates.

BENEFITS PARALEGAL & VOLUNTEER COORDINATOR, LEGAL AID OF THE BLUEGRASS

August 2014- April 2022

Bi-lingual benefits specialist and director of volunteer program, responsible for 35 counties throughout Kentucky. Coordinator of the over 100 statewide volunteers. Responsible for training, program compliance and recruitment of professional and lay volunteers. Advises clients on Medicare, Medicaid, KCHIP, and employer/retiree insurance. Frequent work with local, state and federal agencies regarding benefits issues and payment for medical services. Expert in health policy, Medicare, the Affordable Care Act, Expanded Medicaid, Medicaid Waivers, pandemic-related-benefits, etc. Successfully brokered a partnership between CHI Saint Joseph Hospital and Legal Aid which maximized outreach efforts, and furthered agency objectives. Produced materials that were celebrated at the National Council on Aging. Regularly conducts training and presents at inter-agency meetings. Charged with policy, rule and regulation interpretation for direct client advocacy.

OWNER AND OPERATOR, THE WILLOW HOUSE

August 2019- May 2021

Owner and operator of the Willow House, a thriving Airbnb in Redding, CA. Implemented business strategy and creativity to create a bed and breakfast that welcomed hundreds of guests in its first year of operation. Ranked as a

“Super Host” on the Airbnb platform and a regularly featured and celebrated hosting venue in Northern California. Invited as a panelist on an Airbnb focus group to address future company strategy and customer relations.
LAW CLERK, LEGAL AID OF THE BLUEGRASS

December 2012- August 2014

Assisted attorneys with regular Spanish interpretation to Legal Aid clients, expungement clinics, work with health and government benefits law, specialized work in the prevention of illegal evictions, assistance on immigration cases, work in elder-law, aid in wills clinics, and extensive work with the Fayette County Pro Bono program.

INTERN, UNITED STATES DEPARTMENT OF STATE

August 2015 – October 2015

Intern for the Office of Public Diplomacy in the United States Embassy located in Asuncion, Paraguay. Tasked with advancing American foreign policy through representing the United States at events across the Republic of Paraguay. Utilized to: draft speeches on behalf of the Ambassador, plan events for the Ambassador’s schedule, write cables to Washington D.C., informing the Department of State on politically significant events, teach classes to local university students, and much more.

EDUCATION ABROAD PEER AMBASSADOR

January 2014 – May 2014

Ambassador for the International Center and Education Abroad office at the University of Kentucky. Responsible for advising students, educational marketing ventures, and preparing public presentations about topics such as: studying abroad, curriculum integration, marketing strategies, and multiculturalism.

MUTUAL CLERK, KEENELAND

January 2012 – November 2016

Responsible for selling and cashing wager tickets for Keeneland’s live horse racing meets.

EDUCATION

UNIVERSITY OF SOUTH CAROLINA, AIKEN – MASTER OF BUSINESS ADMINISTRATION

Cumulative GPA: 4.0; AACSB Accredited

UNIVERSITY OF KENTUCKY – BACHELOR OF ARTS, SPANISH AND POLITICAL SCIENCE

Cumulative GPA: 3.778 ; Political Science Major GPA: 4.0; Spanish Major GPA: 4.0

UNIVERSITY OF KENTUCKY – UNDERGRADUATE CERTIFICATE IN GLOBAL STUDIES

Successful completion of the University of Kentucky Global Studies Certificate Program.

BETHEL SCHOOL OF MINISTRY – CERTIFICATE OF COMPLETION

Successful completion of three years of academic, faith-based studies at the Bethel School of Ministry. Completed a third-year mentorship under Hayley Braun, Associate Overseer of the Second Year Program.

UNIVERSITY OF SALAMANCA – EDUCATION ABROAD, CUSCO, PERÚ

Language intensive semester abroad in Cusco, Perú. Completed the educational program with high honors.

INDEPENDENT RESEARCH IN THE HUMAN HEALTH SCIENCES

Completed independent research for the University of Kentucky College of Health Sciences under Dr. Geza Bruckner. Conducted a semester-long investigative study on healthcare disparity with regards to economic status and income level along with encouraged actions to help eliminate the said disparities.

LEXINGTON CHRISTIAN ACADEMY – HIGH SCHOOL DIPLOMA

Graduated with High Honors from Lexington Christian Academy in Lexington, Kentucky.

COMMUNITY SERVICE

SEARCH.LOVE.RESCUE.

August 2012 - Present

Secretary and Director of Interns, Board of Directors. Leader of Search.Love.Rescue. Colombia missions trips. Director of fundraising efforts.

BETHEL SHORT TERM MISSIONS TRIP LEADER

August 2018 - May 2019

Missions trip leader for the BSTM Cali, Colombia trip 2019

HAITI OUTREACH MISSION TRIP

May 2010 – July 2011

Member of the 2010 and 2011 outreach team to St. Louis-du-Nord, Haiti

VOLUNTEER WORK AT SAINT JOSEPH HOSPITAL

September 2012 – December 2015

Volunteer in the Emergency Department at Saint Joseph Hospital in Lexington, Kentucky.

LEADERSHIP

BOARD MEMBER – SECRETARY – SEARCH.LOVE.RESCUE. NON-PROFIT

Elected Secretary on the Board of Directors for Search.Love.Rescue. Appointed Director of Interns.

HOMEGROUP LEADER – BETHEL SCHOOL OF MINISTRY

Voted to be small group leader in BSSM1 and Homegroup leader in BSSM2.

MISSIONS TRIP LEADER – BETHEL SHORT TERM MISSIONS TRIP

Chosen as a BSTM Trip Leader to Cali, Colombia, 2019.

PRESIDENT – NATIONAL HONOR SOCIETY

Elected President of the Lexington Christian Academy chapter of the National Honor Society

PRESIDENT – LEXINGTON CHRISTIAN ACADEMY CHORAL PROGRAM

Elected President of the LCA Choral Program in Lexington, Kentucky

Exhibit 1.3

Ronald Delgado

(859) 492-4500 |delgador5@nku.edu| 3710 Laredo Drive, Lexington, KY 40517

Skills

Bilingual native fluency in Spanish
Experience working with students
Proficiency in QuickBooks, Practice CS; CCH Axcess, Canva, and the Microsoft Suite
Fundraising experience
Research experience
Event planning, organizational, and interpersonal communication

Education

Northern Kentucky University, Highland Heights, KY
Major in Political Science/Business Administration/Communications Interdisciplinary Studies

May 2024

Work Experience

Frost Brown Todd, Lexington KY

September 2023 -- Current

Office Assistant

- Reconciles vendor accounts and monitors expenditures made to the Kentucky Secretary of State.
- Records all parking validations distributed to clients and visitors, including monthly reconciliation of charges.
- Engages in document governance by checking in, checking out, and containerizing documents for off-site placement.
- Coordinates office maintenance requests and serves as the key point of contact for building administration and maintenance teams.
- Plans office social events including coordinating the event space, making, and sending calendar invitations, and making graphics using Canva.
- Serves as the initial point of contact for clients, visiting attorneys and business professionals, and potential new clients.

Blue&Company, Lexington KY

January -- June 2023

Seasonal Tax Administrative Intern

- Assembled tax returns and financial statements for over 1,600 clients.
- Monitored and updated postage charges and reported to the corporate office for billing.
- Maintained office inventory, reconciled monthly credit card statements, and planned weekly office luncheons.
- Released weekly email communications with office staff to inform them of events and luncheons occurring during the succeeding week.
- Leveraged CCH Axcess to monitor and update projects and manage client information.
- Developed rapport with varied office staff and assisted in various special projects at the discretion of 5 Directors and the Office Manager.
-

Leadership and Volunteer Experience

Carnegie Center for Literacy and Learning

May 2023-Current

Volunteer Tutor

- Mentor a middle school student throughout the year.
- Develop a semester-long tutoring plan to track student's progress throughout the semester.
- Communicate with the student's parent to ensure homework and tutoring work is completed on a week-to-week basis.
- Provide counseling when needed to students.

Northern Kentucky University Inter-Fraternity Council

October 2021 -- January 2022

Interim President

- Chaired the Council of Fraternity Presidents and the Inter-fraternity Council Executive Board, overseeing over 200 fraternity men.
- Led fundraising initiatives out of the Office of Greek Life.
- Established working relationships with university administrators and served as the spokesperson for the advancement of the fraternity community at NKU.
- Served as a liaison between the IFC community, Norse Violence Prevention Center, and the Office of Title IX to advocate for greater diversity, equity, inclusion, and power-based violence prevention.

- Presented and passed bylaw amendments to make the Vice-President of Diversity, Equity, and Inclusion a permanent executive board position.

Northern Kentucky University Sigma Phi Epsilon Fraternity

November 2020 – November 2021

Vice-President of Finance

- Managed the collection and management of approximately \$30,000 annually in membership dues.
- Led all fundraising initiatives for the chapter including events with local businesses, auctions, alumni outreach, and *Dine to Donate* partnerships with chain restaurants.
- Utilized QuickBooks to monitor cash flow, distribute invoices, disburse funds, and maintain collection records.
- Achieved a collection rate of 95% of membership dues – the highest in chapter history.
- Developed an emergency COVID-19 budget that decreased membership dues by 35%, while increasing chapter savings by 10%.

Northern Kentucky University Student Government Association

May 2020 – March 2021

Chairman of Student Advocacy

- Sponsored two resolutions that were unanimously passed by the Student Senate.
- Conducted extensive review of university policies that affected student rights and provided feedback to the Office of Student Conduct, Rights, and Advocacy and the Dean of Students.
- Researched resolution proposals via quantitative research and inter-university outreach.
- Reviewed the by-laws and constitution of the SGA and proposed amendments concerning student rights.
- Presented research to the Board of Regents that preserved many mental health initiatives launched during the COVID-19 pandemic.

Kentucky Governor's School for Entrepreneurs

June 2017

Demo Day, 1st Place

- Selected to be one of only a handful of students to be selected to attend Kentucky's Governor's School for Entrepreneurs.
- Developed a deep understanding of the business model canvas, design thinking, and *lean startup* strategy.
- Competed at the school's culminating event, *Demo Day*, a sales-pitch competition, and finished 1st overall.
- Received a full-tuition scholarship to Northern Kentucky University after the program, totaling \$30,000 in value.

Exhibit 2.9.1

- Jubilee Jobs' curated Instagram account serves as a vital communication channel to engage with our community and stakeholders.
- We regularly post updates, success stories, event announcements, and program highlights to keep our audience informed and involved.



Exhibit 2.9.2

- Over 20 partner organizations actively participated in our Back to Work BBQ, demonstrating collaborative engagement and support for Jubilee Jobs' mission.
- A remarkable turnout of over 500 clients indicates strong community interest and participation, reflecting the event's success in engaging and serving our target audience.

- By showcasing the success of our "Back to Work BBQ" event through this flyer, we aimed to illustrate our ability to effectively engage partners and the community, thereby enhancing program participation and fostering a sense of belonging among our stakeholders.

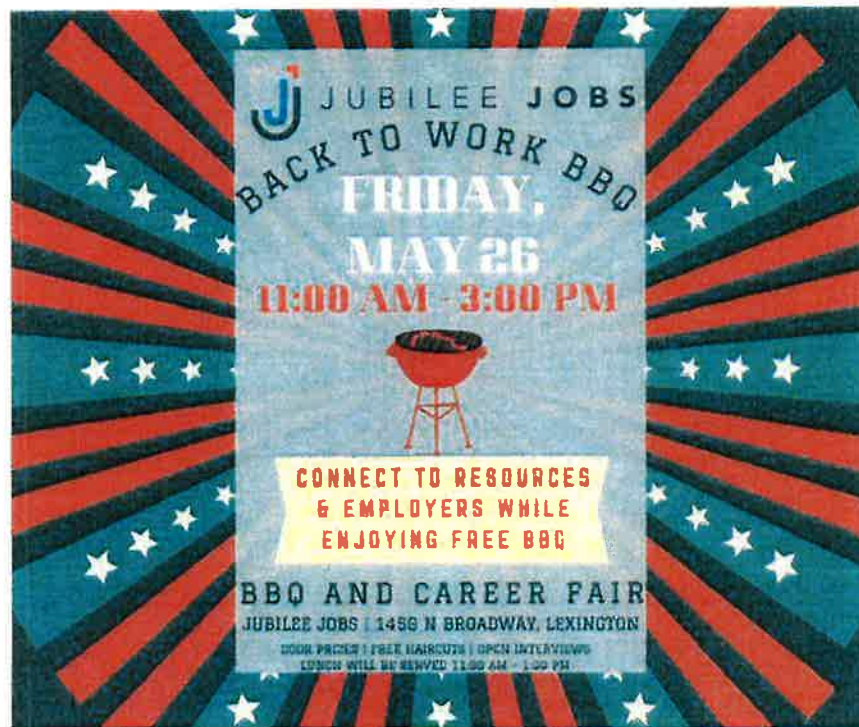


Exhibit 9.2.3

- Increased views, likes, shares, and comments reflect heightened awareness and interest in Jubilee Jobs' mission and activities.
- The "About Us" video (<https://jubileejobsoflexington.org/about-us/>) has facilitated meaningful connections with potential donors, volunteers, and partners, thereby contributing to our organizational growth and sustainability.
- This video evidences our ability to share compelling, concise stories that communicate missional objectives. This is a critical aspect of effective administration of the WORK-Lexington program.



About Us



Exhibit 9.2.4

- The flyer is distributed through various channels, including community centers, local businesses, partner organizations, and digital platforms.
- Strategic dissemination tactics, such as targeted outreach campaigns and partnerships with key stakeholders, ensure broad accessibility and reach among our target demographic.



Exhibit 9.2.5

- This graphic serves as a dynamic and visually engaging tool to attract participants and drive attendance.
- By showcasing our social media program orientations graphic advertisement, we aim to demonstrate our innovative approach to digital outreach and recruitment, leveraging the power of social media to connect with and empower individuals seeking employment and career development opportunities.

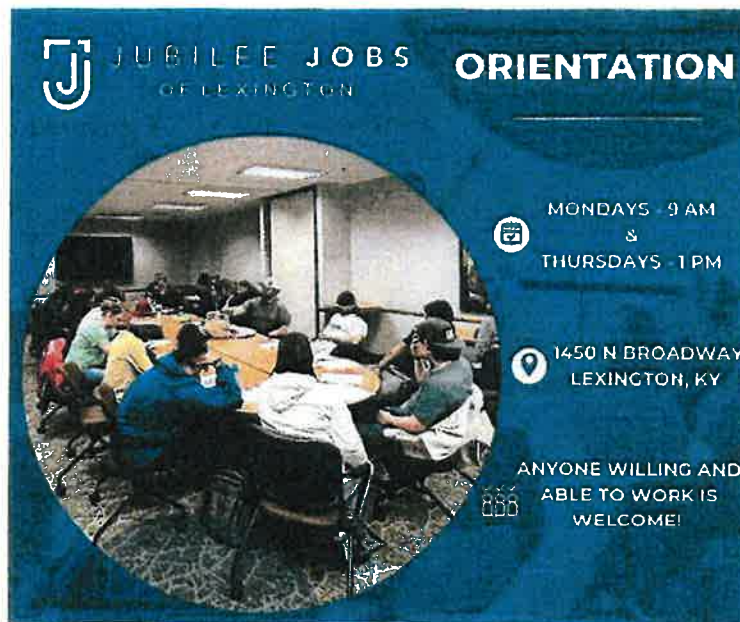


Exhibit 9.2.6

- Our client testimonial series, including the most recent video of Angela – a Second Chance Academy graduate – evidences our ability to tell engaging stories. These vignettes not only serve as powerful reports for funders, but excellent recruitment tools for employer and nonprofit partners. (<https://jubileejobsoflexington.org/testimonials/>)

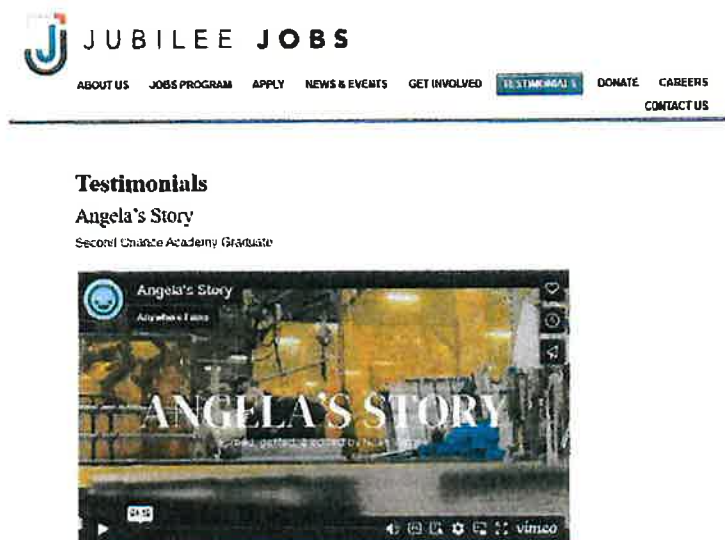


Exhibit 2.10.1

- Below are engaging materials for the "Innovate to Elevate" program, featuring comprehensive program information on the front and interview tips on the back.
- The inclusion of a QR code on our program flyer is just one example of how we harness technology to support our workforce development initiatives. Beyond printed materials, we incorporate QR codes into various digital platforms and communication channels to facilitate easy access to program resources and updates for our target audience.



Exhibit 2.10.2

- Jubilee Jobs' leadership has consistently delivered impactful projects, such as the "Bright Futures Employment Program." Notably, Taco Bell Foundation's decision to double its funding this year for the program serves as a compelling testament to the program's efficacy.
- Jubilee Jobs of Lexington has a strong track record of performing tasks with excellence, as evidenced by past successes and tangible outcomes achieved, which resulted in Taco Bell Foundation awarding \$50,000 in 2024 for the "Bright Futures Employment Program", compared to the \$25,000 awarded in 2023.



Exhibit 2.10.3

- Jubilee Jobs' commitment to innovation is evident in the successful deployment of virtual reality (VR) headsets for career exploration within its programs, particularly within the high schools of Fayette County. By harnessing cutting-edge technology, the organization has revolutionized the way students engage with career pathways.
- Through immersive VR experiences, students are transported into realistic work environments, allowing for hands-on exploration of various professions directly within their school settings.

Transfr Trainee Experience



Exhibit 2.10.4

- By strategically increasing our presence at key local events, we aim to raise awareness about our program and the various employment pathways available to high school and college students, especially those facing significant barriers to employment.
- Our active participation in community events such as the Lafayette Civic Expo and the LIFT Conference for young adults is a evidence of our recent outreach and engagement efforts.



Exhibit 2.10.5

- Jubilee Jobs recognizes the importance of holistic support in empowering individuals to achieve sustainable employment and personal growth. In alignment with our commitment to comprehensive workforce development, we have established a strategic partnership with the Black Male Working Academy (BMWA) to provide wrap-around services for young men in their program.

- Beyond traditional workforce development initiatives, Jubilee Jobs and BMWA are committed to offering wrap-around services that address the multifaceted needs of program participants.





450 Park Place
Lexington, KY 40511
Phone: (859) 381-4100
FCPS.net

Board of Education:
Tyler Murphy, Chair
Amy Green, Vice Chair
Amanda Ferguson
Marilyn Clark
Jason Moore

Superintendent:
Demetrus Liggins, PhD

An Equal Opportunity
School District

May 21, 2024

Re: Jubilee Jobs Letter of Support - Economic Development Partnership Services
Proposal

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the Talent and Workforce Development and WORK-Lexington initiatives. As the Director of Family and Community Engagement (FACE) for Fayette County Public Schools, I have witnessed firsthand the critical need for comprehensive workforce development support for our students and their families. Jubilee Jobs has been a steadfast partner in addressing these needs, and their proposed initiatives align perfectly with our goals for the Family Learning Community Hubs.

Fayette County Public Schools is excited to collaborate with Jubilee Jobs in launching the Family Learning Community Hubs across Fayette County. These hubs will serve as vital resources for our students and their families, offering a holistic approach to education and workforce development. Jubilee Jobs' expertise in job readiness training, career exploration, and life skills education will be instrumental in ensuring the success of these hubs.

Jubilee Jobs' track record of successful program implementation, including the "Innovate to Elevate" initiative and the "Broadened Horizons" program, demonstrates their capability to deliver impactful workforce development services. Their collaborative approach and deep connections within the community make them an ideal partner for this initiative.

I am confident that Jubilee Jobs' participation in the Family Learning Community Hubs will significantly benefit Fayette County Public Schools' students and their families. Their commitment to providing quality workforce development support aligns with our mission to create equitable educational opportunities and foster lifelong success for all students.

Thank you for considering Jubilee Jobs' proposal. I wholeheartedly support their efforts and look forward to the positive impact this collaboration will have on our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Miranda Scully", is written over a horizontal line.

Miranda Scully
Director of Family and Community Engagement (FACE)
Fayette County Public Schools



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

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

May 21, 2024

Re: Letter of Support – Jubilee Jobs' WORK-Lexington Proposal

To Whom It May Concern,

Please accept this letter as our strong support for Jubilee Jobs' WORK-Lexington initiative. As a funded agency of the WORK-Lexington program, Lexington Rescue Mission has had the privilege of collaborating closely with Jubilee Jobs and witnessing their exceptional commitment to workforce development in our community.

Jubilee Jobs has consistently demonstrated their ability to provide comprehensive and effective job readiness and placement services to individuals facing significant barriers to employment. Their innovative approaches and unwavering dedication have been instrumental in helping countless individuals secure stable and meaningful employment. Their expertise and experience make them an ideal candidate to coordinate and elevate the WORK-Lexington initiative to new levels of success.

Through our partnership with Jubilee Jobs, we have seen firsthand the positive impact of their programs. They have not only met but exceeded their goals, providing invaluable support to both job seekers and employers in Lexington. Jubilee Jobs' collaborative spirit and strong community connections have significantly enhanced the effectiveness of the WORK-Lexington initiative.

Lexington Rescue Mission supports Jubilee Jobs' proposal and their vision for the future of the WORK-Lexington initiative. We are confident that their influence will bring about significant positive change and further strengthen our collective efforts to address unemployment and underemployment in Lexington. We look forward to continuing our partnership with Jubilee Jobs and witnessing the continued success of the WORK-Lexington initiative under their capable coordination.

Thank you for considering Jubilee Jobs' proposal. We wholeheartedly endorse their efforts and believe that their involvement will be a tremendous asset to the WORK-Lexington initiative and the broader community.

Best Regards,

Laura Carr
Executive Director



LEXINGTON LEADERSHIP FOUNDATION

May 21, 2024

Re: Lexington Leadership Foundation Letter of Support – Jubilee Jobs

To Whom It May Concern,

I am writing to express my enthusiastic support for Jubilee Jobs of Lexington's proposals for the LFUCG WORK-Lexington initiative and the Talent and Workforce Development program.

As the CEO of Lexington Leadership Foundation (LLF), I have had the privilege of collaborating with Jubilee Jobs on numerous community-serving initiatives, including another LFUCG program – the Second Chance Academy. Our partnership has consistently demonstrated Jubilee Jobs' commitment to transforming lives and fostering economic stability in our community.

Jubilee Jobs' influence and effectiveness, particularly with young people in Fayette County, is invaluable. Their holistic approach to workforce development—encompassing job readiness training, career exploration, and life skills education—aligns seamlessly with LLF's mission to engage and empower youth. Through programs like Innovate to Elevate and Broadened Horizons, Jubilee Jobs has successfully bridged educational and employment gaps, providing young individuals with the tools and confidence needed to thrive in today's job market.

The WORK-Lexington initiative, under Jubilee Jobs' coordination, promises to elevate our community's workforce development efforts to new heights. Their strategic plan to expand outreach, integrate services with community partners, and implement a robust marketing strategy will undoubtedly enhance the program's reach and impact. Moreover, Jubilee Jobs' ability to connect with local employers and their extensive network of support services ensures that job seekers receive the comprehensive assistance they need to secure and retain employment.

Jubilee Jobs' longstanding success in workforce development and their deep-rooted connections across multiple sectors within the community make them the perfect organization for these initiatives. Their proven track record of exceeding program goals and securing additional funding speaks to their capability and dedication. We are confident that Jubilee Jobs' leadership in the WORK-Lexington initiative and the Talent and Workforce Development program will result in significant positive outcomes for our community. Their unwavering commitment to service makes them a vital asset to our collective mission of empowering individuals and strengthening our community.

Sincerely,

Christian Postel

CEO | Lexington Leadership Foundation



May 20, 2024

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington Initiative. As the CEO of Tracy's House, a sober living and treatment program in Lexington, I have had the privilege of witnessing firsthand the transformative impact Jubilee Jobs has on our residents through their job training and placement services.

Jubilee Jobs has been a critical partner in our mission to support individuals in recovery. Their dedication to providing comprehensive job readiness training and employment opportunities has been instrumental in helping our residents rebuild their lives. The skills and confidence our residents gain through Jubilee Jobs' programs significantly contribute to their long-term recovery and reintegration into society.

The expanded services proposed under the WORK-Lexington initiative are particularly exciting for Tracy's House and the individuals we serve. Enhanced outreach and integrated services will undoubtedly increase the reach and effectiveness of the program. These improvements will provide critical support to our participants in recovery, offering them even more resources to secure stable employment and achieve self-sufficiency.

We are committed to actively participating in the WORK-Lexington initiative by bringing our residents to the orientations and ensuring they receive the assistance offered. The structured and supportive environment of Tracy's House, combined with the expert guidance and resources provided by Jubilee Jobs, and WORK-Lexington partners, creates a powerful synergy that fosters successful outcomes for our residents.

Jubilee Jobs' proven track record and their unwavering commitment to workforce development make them an ideal coordinator for the WORK-Lexington Initiative. We wholeheartedly support their proposal and look forward to continuing our partnership to provide meaningful and impactful services to individuals in recovery.

Sincerely,

Chiquita Shields
CEO, Tracy's House

Date: _____ To: _____ From: _____ Phone: _____ Fax: _____	
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To Whom It May Concern,

I am writing on behalf of Caise Place to express our strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the House Manager at Caise Place, a sober living program, I have seen firsthand how Jubilee Jobs has been a vital partner in providing valuable employment services to our residents.

Jubilee Jobs has played a crucial role in our residents' recovery journeys by offering comprehensive job readiness training and connecting them with employment opportunities. Their dedicated staff works tirelessly to ensure that each individual receives personalized support, which has made a significant difference in helping our residents gain the skills and confidence needed to re-enter the workforce. The impact of their services is evident in the success stories of many of our participants who have secured stable employment and are on the path to long-term recovery.

The proposed expansion of the WORK-Lexington initiative is an exciting development for Caise Place and the individuals we serve. Their experience-based strategy will greatly benefit our residents, providing them with additional resources and support to achieve their employment goals. These improvements will help address the unique challenges faced by individuals in recovery, offering them a better chance at rebuilding their lives.

At Caise Place, we are committed to actively supporting the WORK-Lexington initiative. We will ensure that our residents attend the orientations and take full advantage of the assistance provided by Jubilee Jobs and other collaborative partners.

Jubilee Jobs does what they say they're going to do, and helps our people not only secure jobs but a second shot at life.

Thank you for considering Jubilee Jobs' proposal. We look forward to continuing our relationship and witnessing the positive impact of the expanded WORK-Lexington initiative.

Regards,



Asher Snedegar
House Manager
Caise Place



Jonathan Allen
Primary Purpose Behavioral Health
Owner
C: 859-699-3046
E: jonathanallen@primarypurposebh.com

To Whom It May Concern,

I am writing to offer my enthusiastic support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the Founder and CEO of Primary Purpose Behavioral Health, which provides outpatient counseling, intensive outpatient programs, and safe sober living, I have seen the significant positive impact that Jubilee Jobs has had on our residents through their job training and placement services.

Jubilee Jobs has been an invaluable partner in our mission to support individuals in their recovery journey. Their commitment to providing comprehensive job readiness training and employment opportunities has been a cornerstone in our community helping individuals with SUD rebuild their lives and gain the skills and confidence necessary for sustained recovery.

The personalized support and professional guidance they offer have made a tremendous difference in the lives of those we serve. The proposed expansion of services under the WORK-Lexington initiative is particularly exciting for Primary Purpose Behavioral Health and our clients.

We are committed to actively participating in the WORK-Lexington initiative by bringing our clients to orientations and ensuring they receive the valuable assistance offered. The structured environment and support provided by Primary Purpose Behavioral Health, combined with the expert job training and placement services from Jubilee Jobs, create a powerful combination that fosters successful outcomes for our residents.

Jubilee Jobs' proven expertise and dedication make them an ideal point guard for this initiative. Thank you for considering Jubilee Jobs' proposal. We are confident that their expanded role in the WORK-Lexington initiative will greatly benefit our community and the lives of those we serve.

Regards,

A handwritten signature in black ink, appearing to read "Jonathan Allen", is written over a light blue circular background.

Jonathan Allen, CEO
Primary Purpose, Inc.