



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#23-2015 Consulting Services for Environmental Public Education Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **June 17, 2015**.

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

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

RFP #23-2015 Consulting Services for Environmental Public Education Program

If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Cost to perform the services relative to the level of services provided. Respondents shall clearly identify personnel that will be assigned to specific activities, the anticipated number of hours each employee will work on specific activities, and the cost per hour. 10 pts
2. Specialized experience and technical competence of the person or firm with the type of service required. 15 pts
3. Capacity of the person(s) or firm to perform the work within the allotted time, including any specialized services and relevant employee education, training, and experience. 15 pts
4. Character, integrity, reputation, judgment and experience of the person or firm. 10 pts
5. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work, amount of outreach conducted, effectiveness of outreach efforts, and ability to meet schedules. 10 pts
6. The manner in which the proposer will perform the work. Bidders should describe in detail how they will structure the program, milestones, the manner in which they shall carry out the work and the resources they have to perform the work. 20 pts
7. Familiarity with the details of the project. 10 pts
8. Degree of local employment to be provided by the person(s) or firm in the performance of the contract by the person or firm. Respondents shall clearly identify work location for all applicable personnel. 10 pts

See additional information about selection criteria in specifications.

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 Economic Engine at:
<https://lfucg.economicengine.com>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises 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 MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	patricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # _____

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

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

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

(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. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

CONSULTANT 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 or services hereunder by CONSULTANT. 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply to LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply to LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- e. 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.
- f. 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 CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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REQUEST FOR PROPOSAL

**RFP 23-2015 Consulting Services for Environmental Public
Education Program**

SUBMITTAL REQUIREMENTS: Interested vendors are encouraged to submit their qualifications in a proposal to include the information below in the following format:

Section	Proposal Contents
A	LETTER OF TRANSMITTAL
B	CONSULTANT PROFILE
C	PROJECT TEAM ORGANIZATIONAL CHART
D	PROJECT TEAM EXPERIENCE AND RESUMES
E	SIMILAR PROJECT PORTFOLIO AND REFERENCES
F	PROJECT APPROACH AND METHODOLOGY
G	FINANCIAL PROPOSAL
H	PROPOSED DEGREE OF LOCAL EMPLOYMENT
I	CONFLICT OF INTEREST STATEMENT
J	ADDITIONAL RELEVANT INFORMATION

- A. The letter of transmittal shall be on the Primary Vendor's letterhead. An office of the company who has authority to commit their firm to the proposed project must sign the letter.
- B. The consultant profile shall include the primary firm's name and address, year established, current number of employees and employee positions, years of experience with similar projects, contact information, etc. Subcontractor information, if applicable, shall also be provided.
- C. An organizational chart listing the proposed project team members (include subcontractors if applicable) specifically assigned to work on this project and their roles shall be provided. Include primary office location for each team member on the organizational chart.
- D. Describe the project team's experience related to the proposed type of work. Include team members' resumes as well as educational background, related experience, experience in providing like services to governmental entities, and individual references for any projects cited. Describe how the team has worked together on similar projects in the past. Include references (names and contact information) for previous clients on similar projects with a description of the type of project completed.

- E. Provide a portfolio and summary of the firm's recent (5 year) experience in similar projects.
- F. Discuss the project team's approach to this specific project, including the benefits and challenges it may provide. Discuss the team's methodology for fulfilling the Scope of Work, including the team's demonstrated ability to perform the required components of the Scope. Describe ability to integrate this product into the Primary Vendor's present workload.
- G. Provide a financial proposal for the services as described in the Scope of Work following the format in Appendix B.
- H. Provide a percentage estimate on the amount of work that will be performed locally.
- I. Provide a Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
- J. Provide any additional relevant information the submitter would like to include not explicitly requested in this RFP.

Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

INTRODUCTION

Consulting Services for Environmental Public Education Program – FY 2016

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from qualified vendors to provide a comprehensive public education program for environmental issues including recycling/waste management, water quality and energy efficiency. This public education program will focus primarily on the following areas:

1. LiveGreenLexington Partner Program: includes recycling, stormwater pollution prevention, sanitary sewer and energy efficiency programs for:
 - Schools
 - Apartment Complexes
 - Businesses
 - Residents
2. Anti-Litter
3. Zero Waste Initiatives
4. Green Business Challenge

BACKGROUND

LFUCG has expanded its outreach to schools, businesses, apartment complexes, neighborhood associations and citizens via a variety of methods, including by contract. For purposes of this scope, the term business includes groups, organizations and non-profit entities that are not residential in nature. While initially a waste-reduction and recycling education program, the original program has expanded in recent years to

include education on stormwater and sanitary sewer pollution prevention, anti-litter initiatives and energy efficiency initiatives.

The successful proposer will be tasked with performing public education and outreach to Fayette County residents and businesses in the four (4) program areas described above. The successful proposer should have program management/administration capability and a strong knowledge of public education and outreach. Proposers should be advised that if they lack expertise/experience in a particular area, they may team with other entities to provide the necessary expertise/experience. As an example, an entity that performs environmental education/outreach may team with an entity that is experienced in the energy field, etc. If proposers plan to submit a joint proposal, they must identify all the entities involved, their level of involvement, their role, and which will act as the lead agency (prime contractor and point of contact) on this project. Proposers may be “not for profit” entities or “for profit” entities.

Description of programs:

1. LiveGreenLexington Partners Program:

This program provides technical support and educational assistance to schools, businesses, organizations and apartment complexes as they start or expand recycling programs, improve water quality, reduce litter, and become more energy efficient. Approximately 100 schools (public and private), 110 apartment complexes and over 700 businesses and nonprofit organizations currently participate in the LiveGreenLexington Partners program. Any Fayette County school (public, private or homeschool), apartment complex, organization or business is eligible to participate in this free program. Entities may participate in as many of the programmatic areas in which they wish to participate. All partners are recognized for their participation in the program. Additionally, an annual Go Green, Save Green workshop provides information and local case studies on the implementation of recycling, water quality, sanitary sewer and energy efficiency measures by Lexington businesses and apartment complexes. The successful proposer will organize and coordinate the annual Go Green, Save Green workshop.

2. Anti-Litter:

LFUCG has had numerous anti-litter programs in place for several years. These include the Adopt-A-Spot program and litter reporting. The city has also applied for and received state litter grants to assist in the payment of programs to clean up roadside litter. In addition, LFUCG works with the Keep Lexington Beautiful Commission on the Great American Cleanup and other anti-litter initiatives.

3. Zero Waste Initiatives:

Lexington has a zero waste vision that is a component of our public education programming. The city is currently involved in a food waste composting pilot program and is researching what other similar cities are doing with the plans to expand the food waste management program. Work also has been done towards educating schools and businesses on composting. LFUCG has offered and continues to offer composting workshops at no cost to residents to educate the public on home composting techniques and encourage further waste diversion at the individual and household levels.

4. Green Business Challenge:

This program is a friendly, year-long competition which challenges participants to reduce waste and increase recycling, conserve water and protect water quality, reduce litter, and become more energy efficient. Organizations which improve the most are recognized at the end of the contest for their achievements. Training and education is provided to participants at no cost. Past challenges have an average participation rate of 20-40 businesses, and engaging new participants is key for future challenges.

Evaluation

The LFUCG will accept proposals from qualified vendors. In general, the process will include a cost evaluation with consideration given to the following:

1. Cost to perform the services relative to the level of services provided. Respondents shall clearly identify personnel that will be assigned to specific activities, the anticipated number of hours each employee will work on specific activities, and the cost per hour. 10 pts
2. Specialized experience and technical competence of the person or firm with the type of service required. 15 pts
3. Capacity of the person(s) or firm to perform the work within the allotted time, including any specialized services and relevant employee education, training, and experience. 15 pts
4. Character, integrity, reputation, judgment and experience of the person or firm. 10 pts
5. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work, amount of outreach conducted, effectiveness of outreach efforts, and ability to meet schedules. 10 pts
6. The manner in which the proposer will perform the work. Bidders should describe in detail how they will structure the program, milestones, the manner in which they shall carry out the work and the resources they have to perform the work. 20 pts
7. Familiarity with the details of the project. 10 pts
8. Degree of local employment to be provided by the person(s) or firm in the performance of the contract by the person or firm. Respondents shall clearly identify work location for all applicable personnel. 10 pts

Vendors may be asked (at LFUCG discretion) to prepare and conduct, on the LFUCG premises in Lexington, a presentation of their proposed approach to providing the requested services. LFUCG will prepare the agenda. All associated costs to prepare and conduct the presentation will be the responsibility of the vendor.

At the time the bids are submitted, the Contractor shall include as part of the bid submittal the names of any Subcontractors proposed for any part of the project. If the Contractor intends to use a Subcontractor for any phases of the project such Subcontractor shall be approved by the LFUCG.

SCOPE OF WORK (PROJECTS)

Project 1. LiveGreenLexington Partner Program

A. Public and private schools

GENERAL

1. Conduct a culminating event (annual awards ceremony) for each individual school based on the individual school's LiveGreenLexington program results.
2. Create and maintain a webpage on the LiveGreenLexington Partner program that includes information on partner opportunities and how to become a partner, and identifies all current partners.
3. Maintain data on the partner program and share data with LFUCG for the purpose of promoting on the city web page.
4. Maintain and make available to LFUCG on a regular basis a database identifying current participants in the LiveGreenLexington program.
5. Work with LFUCG to publish the LiveGreenLexington e-newsletter for students and teachers and maintain a distribution list and distribution method.

RECYCLING/WASTE REDUCTION

1. Maintain contact with and encourage environmental education efforts in each school in Fayette County (public & private) and attend faculty meetings as needed.
2. Review and revise (if necessary) all environmental and recycling curriculum at each school in Fayette County. Curriculum must meet educational guidelines set by the state. Align all waste reduction education materials used in schools with KY Department of Education Common Course Standards and Program Reviews, Next Generation Science Standards and Fayette County Public Schools curriculum maps.
3. Maintain and expand a comprehensive sustainable recycling program in schools, preschool through 12th grade. This program should include at a minimum:
 - a. Annual waste audits at each participating school
 - b. Comprehensive recycling plan including classrooms, lunchrooms, offices, janitorial staff, and maintenance.
 - c. Special events/games recycling
 - d. Establishment of SOPs for all components of the recycling program
 - e. Coordination with LFUCG and schools for collection of materials
 - f. Assistance in identifying ways to manage wastes which are difficult to recycle (printer cartridges, batteries, electronics, etc)
4. Identify and initiate programs that support a zero waste vision in schools.
5. Help identify new opportunities for cost savings for schools through waste reduction activities.
6. Continue programs that identify successful schools, classrooms, staff, etc. for rewards and recognition.
7. Assist in school contests as needed such as the annual RecycleBowl aluminum beverage can recycling contest.
8. Coordinate with FCPS Sustainability Council, Bluegrass Youth Sustainability Council, PTAs, booster clubs and other similar organizations to promote recycling at school-related events and activities.
9. Work with school staff to establish yearly tangible recycling goals, i.e. goals to achieve an established percentage increase in the recycling rate.

WATER EDUCATION

Water education includes stormwater pollution prevention, promotion of stewardship of water resources, importance and functions of watersheds, how trees and urban forestry relate to stormwater, promoting proper ways to handle Fats, Oils and Grease (FOG) and the importance of a functional sanitary sewer system on maintaining public health. **This contract will have an increased focus on FOG education and other sanitary sewer issues.**

1. Utilize existing environmental education curricula to provide classroom activities focusing on water education in participating Fayette County schools (public, private, and home-school).
2. Direct integration of water education across the curriculum.
3. Align all water education materials used in schools with KY Department of Education Common Course Standards and Program Reviews, Next Generation Science Standards and Fayette County Public Schools curriculum maps.
4. Work with students and teachers to conduct water quality monitoring and stormwater projects on each school campus. Promote findings through internal newsletters and PTAs.
5. Promote water education programs through media outlets.
6. Promote school participation in the Kentucky Green and Healthy Schools Program.
7. Provide FOG training, including written materials, for school cafeteria staff and employees in English and Spanish languages.

ENERGY

1. Work with schools to educate Fayette County students and staff on energy efficiency.
2. Conduct educational activities and energy projects in the classroom.
3. Assist schools in conducting energy audits on their campuses.

B. Apartments

GENERAL

1. Create and maintain a webpage on the LiveGreenLexington Partner program that includes information on partner opportunities and how to become a partner, and identifies all current partners.
2. Maintain and make available to LFUCG a database on participants in the program.

RECYCLING/WASTE REDUCTION

1. Work with LFUCG to create newsletter content for landlords, tenants, management, etc. to be distributed electronically.
2. Continue to promote sustainable recycling programs within apartment complexes that are currently not participating in LiveGreenLexington Partner Program. Involvement to include:
 - a. Attend resident meetings and conduct presentations
 - b. Develop educational packets
 - c. Develop SOPs for the sustainable recycling programs
3. Work with relevant professional organizations such as the Greater Lexington Apartment Association, Landlords Association, management associations, etc. to identify recycling needs as well as impediments to recycling. Assist in the implementation of recycling programs in complexes.
4. Identify 2 apartment complexes in which to conduct an annual comprehensive recycling and waste generation reduction program. To include:
 - a. Special waste handling (HHW, electronics, bulky items, etc)
 - b. Large waste producing times (such as move out times for college students)

5. Assist LFUCG Waste Management staff in preparing and implementing education plans for apartment complexes that request a recycling dumpster.
6. Conduct follow-up visits with all participating apartment complexes and their on-site management to encourage continued participation in the program (at least one site visit a year to each complex), and provide educational materials to managers.

WATER

1. Provide FOG training, including written materials, for staff, residents and employees of apartments in English and Spanish languages. Focus specifically on apartments in neighborhoods designated as priority areas (as determined by LFUCG).
2. Educate apartments on LFUCG requirements for the elimination of illicit connections to the sanitary sewer and the sump pump re-direct program. (Code of Ordinance Chapter 16, Article XI)
3. Educate apartments on the optimal way to maintain private sanitary sewer lateral lines such as the impact that trees have to damaging the service lateral, the need to conduct preventative maintenance to the privately owned part of the system, and the importance of having clean-out caps.
4. Conduct resident/employee trainings and education on pollution prevention and water conservation.
5. Help entities identify cost savings through water best management practices.
6. Work with maintenance crews to develop and implement Best Management Practices (BMPs) to prevent water pollution in areas such as such as lawn care (including managing grass clippings, leaves and other yard waste and fertilizer/pesticide application), litter abatement, pet waste, household hazardous waste disposal, vehicle maintenance, surface cleaning (including parking lots), wash water disposal and proper mulch application and storage.
7. Organize volunteer groups to stencil storm drains surrounding participating apartment complexes.
8. Implement a "Pick up Pet Waste" campaign for apartments.
9. Encourage groups (staff/residents) to participate in litter cleanups.
10. Promote programs through media outlets.

ENERGY

1. Assist businesses with energy audits as requested.
2. Increase Energy Partner Program participation with 25 new participants per year split among businesses and apartments.

C. Businesses

GENERAL

1. Create and maintain a webpage on the LiveGreenLexington Partner program that includes information on partner opportunities and how to become a partner, and identifies all current partners.
2. Maintain and make available to LFUCG a current database on participants in the program.
3. Conduct Annual Go Green, Save Green workshop.

RECYCLING/WASTE REDUCTION

1. Work with LFUCG to create newsletter content for landlords, tenants, management, etc. to be distributed electronically.
2. Work with the Chamber of Commerce, Downtown Lexington Corporation, business associations and other business groups in developing sustainable recycling programs for their business members.
 - a. Attend association meetings and make presentations as needed.

- b. Develop close working relationships/personal contacts with these entities as a way to promote recycling programs and other programs.
 - c. Update educational packets - (tool kit for business owners/managers)
 - d. Develop SOPs for the sustainable recycling programs
 - e. Identify recycling needs and barriers and develop solutions to address them.
3. Continue assisting LiveGreenLexington businesses in their efforts to reduce waste, and increase their recycling rates.
 4. Identify and enlist participation of local businesses in the LiveGreenLexington program, and revisit current partners to improve their recycling efforts and promote additional environmental initiatives. Give emphasis to businesses that are large producers of recyclable materials such as hospitals, hotels and commercial properties.
 5. Assist LFUCG Waste Management staff in preparing and implementing education plans for businesses that request a recycling dumpster.
 6. Design and implement an outreach effort targeting businesses in the downtown area to increase their participation in the city's recycling program.

WATER

1. Provide FOG training, including written materials, for employees of non-food service businesses in English and Spanish languages.
2. Educate businesses on LFUCG requirements for the elimination of illicit connections to the sanitary sewer and the sump pump re-direct program. (Code of Ordinance Chapter 16, Article XI)
3. Educate businesses on the optimal way to maintain private sanitary sewer lateral lines such as the impact that trees have to damaging the service lateral, the need to conduct preventative maintenance to the privately owned part of the system, and the importance of having clean-out caps.
4. Conduct resident/employee trainings and education on pollution prevention and water conservation.
5. Help entities identify cost savings through water best management practices.
6. Work with maintenance crews to develop and implement Best Management Practices (BMPs) to prevent water pollution in areas such as such as lawn care, litter abatement, pet waste, household hazardous waste disposal, vehicle maintenance, surface cleaning (including parking lots), wash water disposal and proper mulch application and storage.
7. Organize volunteer groups to stencil storm drains surrounding participating businesses.
8. Encourage businesses to participate litter cleanups.
9. Promote programs through media outlets.

ENERGY

1. Assist businesses with energy audits as requested.
2. Increase Energy Partner Program participation with 25 new participants per year split among businesses and apartments.

D. General Public and Residential

RECYCLING/WASTE REDUCTION

1. Work with LFUCG to carry out and aid in management of potential residential recycling outreach programs.
2. Help identify barriers to increasing residential recycling rates.
3. Assist in general outreach efforts for ongoing residential recycling initiatives and programs.

WATER

1. Participate in events and opportunities to reach the general public and provide information on daily activities that can impact water quality including lawn care, rain barrels, rain gardens, pet waste and household hazardous waste disposal.
2. Create and conduct a residential stormwater audit program to assist homeowners in identifying ways residents can reduce stormwater runoff pollution.
3. Provide educational opportunities for neighborhood associations, apartment complexes and businesses regarding riparian buffers.
4. Provide information to homeowners regarding the illicit sanitary sewer connection and sump pump re-direct programs (Code of Ordinance Chapter 16, Article XI) and the use of rain barrels and rain gardens.
5. Educate the public about proper FOG disposal and sanitary sewer maintenance, specifically in neighborhoods designated as priority areas (as determined by LFUCG).

ENERGY EFFICIENCY

1. As opportunities arise, promote energy efficiency concurrently with water, waste and litter efforts.
2. Maintain a website presence to educate Fayette County residents and organizations on energy efficiency.
3. Distribute printed materials to Fayette County residents and organizations.
4. Promote availability of resources to include utility programs, energy audits, self audit kits, tax rebates and incentives, and similar mechanisms.
5. Identify and use other low cost and no cost opportunities to provide education on energy efficiency and to increase community awareness in this area.
6. Participate in implementing Lexington's Empower Lexington energy plan, designed to increase community energy efficiency. This may involve service on stakeholder groups and presentations to the Urban County Council.

Project 2. Anti-litter Campaign

- A. Annually critique current adopt-a-spots and identify new adopt-a-spot areas as well as developing criteria for payment to non-profits for cleanup of adopt-spots.
- B. Coordinate with the LFUCG and the Keep Lexington Beautiful Commission to improve the litter reporting program, litter awareness and cleanup events.
- C. Provide assistance with volunteers, public education, and planning of special events such as watershed festivals, etc. Assist schools, businesses and non-profits in scheduling litter cleanups.
- D. Solicit involvement of community groups and partnerships to engage in litter awareness and cleanup activities.
- E. Incorporate litter awareness and education in school recycling curriculum.

Project 3. Zero Waste Initiative

- A. Work with LFUCG Waste Management staff in planning and implementing a zero waste neighborhood pilot program, including educational and outreach activities.
- B. Research and identify BMPs for city wide waste reduction programs, including food waste collection, reduce and reuse programs, increased recycling rates, incentives programs and zero waste initiatives.
- C. Assist LFUCG Waste Management staff in developing outreach strategies for residents, businesses and other entities, which would encourage behavior change towards a zero waste goal.

Project 4. Green Business Challenge

- A. Promote participation in the annual Green Business Challenge to Fayette County businesses and organizations such as houses of worship, schools, etc.
- B. Coordinate the Green Business Challenge. Coordination shall include all facets of this initiative.
- C. Provide training to participants in relevant areas such as completing scorecards, using energy tracking software, recycling, composting, green purchasing, water, litter, available resources, and best management practices. Provide sector-specific training as necessary.
- D. Evaluate results and determine contest winners.
- E. Plan and host an awards recognition ceremony to recognize all participants and to honor participants that have done the most to improve the environment/reduce their environmental footprint.
- F. Review contest annually and suggest ways to improve the contest and increase the number of participants.

REPORTING AND COORDINATION

Monthly reports on all activities will be provided electronically to the LFUCG to save costs and conserve resources. Reports are due the 15th day of the month following the report month. See Appendix A for report format.

The selected proposer will also meet with LFUCG staff on a monthly basis to discuss the status of projects (a project status meeting).

The successful proposer must provide a comprehensive (detailed) written annual report on all duties and activities performed to the LFUCG to be due each January 15 of the contract for the preceding calendar year as directed by LFUCG.

The successful proposer will also submit invoices to the LFUCG electronically. Separate invoices shall be submitted for each calendar month. Invoices shall identify and describe all charges.

COST

Proposers must provide their costs separately by project for Projects 1 through 4 and also provide a TOTAL cost for all projects. Costs should be calculated by listing the positions involved in each project, the number of hours necessary for each position and the hourly rate of each position. Equipment, travel, project management, markup, and other miscellaneous costs should be listed separately along with their associated cost and should also be included in the TOTAL cost. Cost should be given in spreadsheet format. See Appendix B for spreadsheet format.

Please note that proposers shall base Project 1 through 4 proposal costs and TOTAL proposal costs on the Project requirements described earlier in this solicitation as well as those identified in the attached list of annual goals and activities (Appendix C).

Mailing, printing, production and media expenses will be paid by the LFUCG with the exception of the school curriculum expenses described in project 1.

All materials produced for all projects will be the property of the LFUCG. Materials developed for the LFUCG in Projects 1 through 4 may be modified by the successful proposer and used for the counties in the Bluegrass Area Development District only.

Based on funding, the LFUCG reserves the right to award only a portion of the listed projects.

CONTRACT

This contract will commence on the day indicated in the Notice to Proceed and shall expire on June 30, 2016. The contract time may be extended for up to two additional one-year periods, following LFUCG's fiscal calendar, upon mutual agreement of the LFUCG and the successful proposer.

APPENDIX A.

LiveGreenLexington Partner Program Monthly Report Format

LiveGreenLexington Program Schools

Recycling/Waste Reduction:

- Recycling Activities
 - List number of schools/programs, number of activities, number of classes and number of students
- Waste Audits
 - List schools and number of students
- Random Waste Samples
 - List schools
- Zero Waste Events
 - List events

Water:

- Water activities
 - List number of schools/programs, number of activities, number of classes and number of students reached
 - Separate FOG and stormwater education activity numbers
- Water projects
 - List schools and number of students

Energy:

- Energy activities
 - List number of schools/programs, number of activities, number of classes and number of students reached
- Energy audits
 - List schools and number of students

LiveGreenLexington Program
Apartments

Name	Visited, Checked on, Handled Requests, Handled Complaint	Met w/ about becoming LGL partner	Signed up as Recycling Partner	Signed up as Water Partner	Signed up as Energy partner	Waste Audit	Large Producer
Apt. 1							
Apt. 2							

- List highlights of apartment outreach and number of events attended

LiveGreenLexington Program
Businesses

Name	Visited, Checked on, Handled Requests, Handled Complaint	Met with about becoming LGL partner	Signed up as Recycling Partner	Signed up as Water Partner	Signed up as Energy Partner	Waste Audit	Large Producer	Down town
Bus. 1								
Bus. 2								

- List highlights of business outreach and number of events attended

LiveGreenLexington Program
General Public

Recycling/Waste Reduction:

- Activities/events
 - List event, topic(s), number of attendees
- Presentations
 - List topic(s), number of attendees

Water:

- Activities/events
 - List event, topic(s), number of attendees
- Presentations
 - List topic(s), number of attendees

Energy:

- Activities/events
 - List event, topic(s), number of attendees
- Presentations
 - List topic(s), number of attendees

List of Total LiveGreenLexington Partners

LiveGreenLexington Partners: Business and Apartments

	Recycling Partners		Water Partners		Energy Partners		Downtown	Large Producer
	Apt.	Bus.	Apt.	Bus.	Apt.	Bus		
End of FY 2015								
Add/loss Jul. 2015								
[add. months]								
Total Partners								
Total Partners Gained YTD								

LiveGreenLexington Partners: Schools

	Recycling Partners				Water Partners				Energy Partners			
	PreK	Elem	Mid	HS	PreK	Elem	Mid	HS	PreK	Elem	Mid	HS
End of FY 2015												
Add/loss Jul. 2015												
[add. months]												
Total Partners												
Total Partners Gained YTD												

Anti-Litter Campaign

Community/Neighborhood

- Events/Activities
 - List events and number of attendees

Schools:

- Activities
 - List schools and number of students
- Projects
 - List schools and number of students

Zero Waste Initiative

Community/Neighborhood

- Events/Activities
 - List events and number of attendees

Schools:

- Activities
 - List schools and number of students
- Projects
 - List schools and number of students

Green Business Challenge

- New participants
- List events/workshops (if any) and number of attendees

APPENDIX B.

Project 1 LiveGreenLexington Partner Program			
	Hours	Rate	Total
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Project Mgmt			
Travel	N/A	N/A	
Supplies/Equipment	N/A	N/A	
Miscellaneous	N/A	N/A	
Markup	N/A	N/A	
Subtotal for Project 1			

Project 2 Anti-Litter Program			
	Hours	Rate	Total
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Project Mgmt			
Travel	N/A	N/A	
Supplies/Equipment	N/A	N/A	
Subtotal for Project 2			

Project 3 Zero Waste			
	Hours	Rate	Total
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Project Mgmt			
Travel	N/A	N/A	
Supplies/Equipment	N/A	N/A	
Subtotal for Project 3			

Project 4 Green Business Challenge			
	Hours	Rate	Total
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Staff (identify position)			
Project Mgmt			
Travel	N/A	N/A	
Supplies/Equipment	N/A	N/A	
Subtotal for Project 4			
Total for Projects 1-4			

APPENDIX C.

Project 1A (Schools) General

Conduct annual recognition program
Publish school e-newsletter - 1 article every two weeks

Project 1A (Schools) Recycling/Waste Reduction

Waste Audit/Random Sample – 75 per year
Classroom activities - 500 per year
Attend quarterly FCPS custodian meetings - 1/quarter
Presentation at 1st quarterly meeting of FCPS cafeteria managers
Zero Waste programs - 5 schools
Recycle Bowl - As requested by LFUCG
Outreach Events - 15 per year

Project 1A (Schools) Water Education

Stormwater Sleuths (elementary) - 1600 students
Jr. Stormwater Sleuths (preschool) – 500 students
Conduct classroom activities - 1000 per year
Stormwater Projects – 55 per year
Class activities on HHW and alternative cleaners - 50 per year
Forestry as it relates to urban stormwater activities - 50 per year
FOG presentations - 30 per year
Watershed festivals - As requested by LFUCG

Project 1A (Schools) Energy

Conduct energy activities - 75 per year
Conduct school energy audits - 20 per year
Conduct energy projects - 25 per year

Project 1B (Apartments) Recycling/Waste Reduction

Apartment Recycling Partners – 100 contacts per year
Comprehensive recycling and waste generation reduction plan - 2 Apartment Complexes
Apartment Waste Audits - As requested

Project 1B (Apartments) Water

Increase the Water Partner Program participation- 50 new participants per year split among businesses and apartments
FOG lids – Distribute 1,000 per year

Project 1B (Apartments) Energy

Energy audit assistance – As requested by apartment complexes
Increase Energy Partner Program participation- 25 new participants per year split among businesses and apartments

Project 1C (Businesses) General

Conduct Go Green, Save Green workshop – 1 per year

Project 1C (Businesses) Recycling/Waste Reduction

Business Partners – 100 contacts per year
Business Waste Audits - As requested

Project 1C (Businesses) Water

Increase the Water Partner Program participation - 50 new participants per year split among businesses and apartments

Project 1C (Businesses) Energy

Energy audit assistance – As requested by businesses

Increase Energy Partner Program participation- 50 new participants per year split among businesses and apartments

Project 1D (General Public) Recycling/Waste Reduction

Presentations on recycling, waste reduction or composting – 12 per year

Project 1D (General Public) Water

FOG door hangers - Distribute 1,000 per year

Gobble Grease Toss - 1 per year

Volunteer groups to stencil storm drains - 10 per year

Project 1D (General Public) Energy

Home energy audit kit lending program - Assist in promoting

Attend Empower Lexington meetings – As requested

Presentations on energy – As requested

Project 2 (Anti-Litter Campaign)

Litter Free Events - 5 per year

Litter related projects - 30 per year

Litter Cleanups - 40 per year

Conduct litter activities - 200 per year

Project 3 (Zero Waste Initiatives)

Neighborhood pilot program – 2 per year

Project 4 (Green Business Challenge)

Increase Number of Games Participants to 50 per year

Promote participants by coordinating and hosting a year end celebration

