

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Ernst & Young, LLP, a limited liability partnership, ("Organization") with offices located at One Manhattan West, New York, NY 10001-8604.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on February 27, 2022 and shall last for a period of one year(s) unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFP Document
 - b. Exhibit "B" – Addendum of Services
 - b. Exhibit "C" – Consultant Proposal
 - c. Exhibit "D" - Dispute Resolution Procedures

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

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" and Exhibit B for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed two hundred and fifty thousand dollars (\$250,000) for the performance of the Services. Such payments shall be made in three installments as set forth in the scope of work. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent

any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to delay payment if it is reasonably determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective. If LFUCG determines that the Services were performed or materials provided for the Services are inadequate or defective, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach of no less than thirty (30) days. Failure to cure may result in default of this Agreement by Organization and termination by LFUCG as provided in Section 5.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. Except with regard to provisions that survive the termination of the Agreement, this Agreement shall terminate upon completion of the Services or as set forth below. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed through the effective date of the termination, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach of no less than thirty (30) days.

b. Organization may terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination. Organization may also terminate this Agreement, or any particular Services, immediately upon written notice to LFUCG if it reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. Organization shall be entitled for payment of all work performed through the effective date of termination, calculated on a reasonable basis.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 65-2022 attached hereto are edited as follows. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

INDEMNITY:

- a) For damages caused by professional negligence of Organization, it is understood and agreed by the parties that Organization hereby assumes the entire responsibility and liability for direct damages to the extent caused by the negligent or willful misconduct of Organization or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "ORGANIZATION") under or in connection with this Agreement.
- b) ORGANIZATION shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, and successors in interest (hereinafter "LFUCG") from and against any third party claims and resulting damages, costs and losses, including but not limited to, reasonable attorney's fees, to the extent allowable by law and to the extent caused by the negligent or willful misconduct of ORGANIZATION in the performance of this Agreement including, but not limited to, liability attributable to bodily injuries, death, or property damage, or its performance of professional services.
- c) In the event LFUCG is alleged to be liable based upon 8(b) above, ORGANIZATION shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses.

- d) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- e) LFUCG is a political subdivision of the Commonwealth of Kentucky. ORGANIZATION acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the ORGANIZATION in any manner.

INSURANCE: Organization shall maintain for the duration of this Agreement:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate	\$1 million per occurrence, \$2
(Insurance Services Office Form CG 00 01 or equivalent) combined single limit	or \$2 million
Worker’s Compensation	Statutory
Employer’s Liability	\$100,000
Professional (E & O) Liability	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms or equivalent blanket additional insured endorsement.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by 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

anceled 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.

Organization understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions may constitute default and that LFUCG may elect to suspend or terminate the Agreement and/or pursue other remedies through the Dispute Resolution Procedures set forth herein.

This section shall survive the termination of this Agreement.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support the fees charged and expenses incurred in its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement, subject to the restrictions of Sections 20 and 21.

- b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary and reasonable access to monitor its performance under this Agreement.

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

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

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW, VENUE, AND DISPUTE RESOLUTION. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky. Prior to seeking court action, any dispute relating to this Agreement or the Services shall first be mediated in accordance with the terms and conditions set forth in Exhibit D.

LFUCG shall not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or Organization's or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). LFUCG shall make any claim or bring proceedings only against Organization.

19. LIMITATION OF LIABILITY. To the extent permitted by law, LFUCG (and any others for whom Services are provided) may not recover from Organization, nor may Organization recover from LFUCG, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

To the extent permitted by law, LFUCG (and any others for whom Services are provided) may not recover from Organization, nor may Organization recover from LFUCG, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid, or in the case of non-payment payable, for the Services or otherwise relating to the Services. This limitation will not apply to losses caused by a Party's fraud or willful misconduct or to the extent prohibited by professional regulations.

Neither LFUCG nor Organization shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond the Party's reasonable control.

20. REPORTS. Subject to the below, any information, advice, recommendations or other content of any reports, presentations or other communications Organization provides under this Agreement ("Reports"), other than information provided by or on behalf of LFUCG ("Client Information"), are for LFUCG's internal use only (consistent with the purpose of the Services). LFUCG may not rely on any draft Report, and Organization shall not be required to update any final Report for circumstances of which Organizations becomes aware of, or events occurring, after its delivery.

Except where prohibited by applicable law, LFUCG may not disclose a draft Report (or any portion or summary of a draft Report) externally (including to your affiliates), except:

- a. to the extent, and for the purposes, required by subpoena or similar legal process (of which LFUCG will promptly notify Organization);
- b. to other persons internally (including your affiliates)
- c. to the extent it contains Tax Advice, as defined below; or
- d. in response to a request under the Kentucky Open Records Act, subject to any applicable redactions (including those relating to preliminary documents).

Any final report shall be a public document, subject to any applicable redactions being made pursuant to the Kentucky Open Records Act. The Parties agree that the final Report may be discussed, including being shared, internally, as well as in a duly convened public meeting of the Urban County Council or a committee thereof.

In the event LFUCG receives a request for release of a Report, or related information, under the Kentucky Open Records Act or other applicable law, LFUCG shall use all reasonable efforts to limit any such disclosure to the maximum extent permitted by applicable law and shall notify Organization in writing prior to such disclosure unless prohibited by applicable law.

If LFUCG is permitted to disclose a Report (or a portion thereof) externally, it shall not alter, edit or modify it from the form provided by Organization, except any redactions made pursuant to the Kentucky Open Records Act. LFUCG may disclose to anyone a Report (or any portion or summary thereof) to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, LFUCG shall inform those to whom it discloses Tax Advice that they may not rely on it for any purpose without Organization's prior written consent.

LFUCG may incorporate the information, advice, recommendations or other content from Organization's Reports provided to LFUCG on a white paper/unbranded basis into any memorandum, report, summary or compilation, whether oral or written, produced by LFUCG or on LFUCG's behalf ("County Documents") and provide such County Documents to third parties without Organization's further consent or obtaining an access letter from such third parties.

21. OWNERSHIP OF PRE-EXISTING MATERIALS. Organization may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that it owns or licenses ("Materials") in performing the Services. Notwithstanding delivery of any Reports, Organization retains all intellectual property rights in the Materials (including any improvements or knowledge developed related to those Materials while performing the services), and in any working papers compiled in connection with the services (but not Client information reflected in them). Upon payment for particular services and subject to the other terms of this contract, LFUCG may use the deliverables relating to those services, as well as any Materials owned by Organization that are included therein, solely to the extent necessary to use the deliverables.

22. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Ernst & Young, LLP
One Manhattan West
New York, NY 10001-8604
Attn: Catherine von Seggern

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: _____

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

25. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

OWNER (LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT)

ORGANIZATION (ERNST & YOUNG
LLP)

Signature:

Signature:

Linda Gorton, Mayor

Printed Name: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Urban County Council

EXHIBIT "A"

Lexington/Fayette Urban County Government
RFP Document



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #65-2022 Programing & Space Needs for City Hall** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 9, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will

take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*
13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
14. *The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*
15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*
 - a. *The undersigned certifies, to the best of his or her knowledge and belief, that:*

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

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and

subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

See complete list of criteria on page 46

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
 - j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
 - k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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

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

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional (E & O) Liability	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704



LEXINGTON

REIMAGINING LEXINGTON'S CITY HALL

Programming & Space Needs

INTRODUCTION

The Lexington-Fayette Urban County Government (referred to as the City or LFUCG within) is requesting proposals from qualified consultants to perform a programming and space needs analysis, develop efficiency design criteria, and explore conceptual strategies to reimagine a City Hall specific to the needs of our employees and the public. This study will determine the required standards of LFUCG's downtown city departments in order to assess the options for future governmental offices and support facilities. The selected firm will work with LFUCG to develop a comprehensive solution for meeting current and future anticipated space needs with the intent to make City Hall welcoming to all constituents, create an active civic hub for the city, improve services for the public, while making it a great place to work.

The final deliverable of this study will outline the expectations of how a future Downtown City Hall will be utilized, maintained, and operated and develop a guidance tool for a smoother design and build process. This effort will not select a site, determine funding options, or develop an architectural design. Rather, this is intended to develop the basis for design that the city will use in future phases. After this phase, the city will evaluate options for renovation, relocation, or new construction.

The study should encompass the downtown campus: Government Center, Switow, and the Phoenix Building. This assessment should evaluate the efficiency of our existing spaces, determine potential needs and analyze space optimization. Consideration should be given to the City's current and anticipated staffing levels, space utilization, council chambers, site security considerations, office and technological needs, ADA compliance and universal design, service structure, and public use of elements of the building. Evaluation will also include the impact of the COVID-19 pandemic on service provision and the allocation of space to mitigate transmission.

BACKGROUND

LFUCG currently owns three buildings across the downtown area.

- **Government Center Building and Garage** (200 E. Main St.), consists of approximately 153,000 sq. ft. of above-ground space inside the former Lafayette Hotel (1908). The property was converted to office space before purchase by LFUCG in 1982 as use for their main government building, including the mayor's office and a Council Chamber. The parking structure, constructed in 1970, consists of approximately 76,200 sq. ft. of space across 3 stories. However, the top 2 stories of the structure have been condemned and are no longer useable as a parking facility.
- **Phoenix Building** (101 E. Vine St) was purchased by the city in 2000 and consists of approximately 83,000 sq. ft. of space. The Phoenix Building serves as the home to multiple city divisions, which can create inefficiencies among staff working with divisions located in the government center and confusion among the public not knowing which building to visit.
- **Switow Building** (216 E. Main St.) consists of approximately 15,000 sq. ft. of space. The city purchased the historic property situated next to the Kentucky Theatre in 1989. This facility hosts LexTV, Lex Serv bills and business tax collection and is considered one of the City's main existing outside customer spaces.

LFUCG has completed numerous studies and internal analyses in the past relating to this topic. Selected consultant will be provided previous studies for reference where relevant. What we have learned from these efforts:

- City's current facilities are inadequate, preliminary assumptions have been made for space needs but additional detailed space planning is needed

- Deferred maintenance continues to be an issue, cost savings may be realized with new or renovated facility
- Current facilities reside on prime real estate in downtown Lexington, relocation or renovation has not been determined at this juncture
- Housing some government departments in separate buildings creates inefficiencies for city personnel and lends to confusion from a public, customer service perspective.

GOALS

City staff have gathered to form an internal Space & Programming Advisory Committee (SPAC). They have met and developed the following set of goals and objectives to be considered as we proceed with efforts related to a new city facility.

A successful city hall is one that is:

- **Functional.** The hub for city services with a building and site that is functional to serve city staff's needs as they provide quality services to our community
- **Safe.** A safe, secure and welcoming space that also provides a great public experience
- **Efficient.** Facility to support functionality and efficiency of government's work, while retaining flexibility for future changes to services and operations
- **Economical.** A building that is constructed, operated, and maintained in a fiscally responsible manner
- **Accessible.** A facility that meets and exceeds requirements for ADA and implements universal design principles ensuring access for all
- **Inclusive.** A well-organized facility oriented to serving our community and promoting inclusion and belonging for all staff and visitors
- **Engaging.** A space to allow for more community outreach, public education, and alternate means to engage the public in pursuit of equitable, just, and inclusive decision making process
- **Identifiable.** A building that has a clear public identity to our community establishing the civic center of Lexington in the heart of the city
- **Healthy.** A welcoming workplace to support employee health and wellbeing, and a facility that includes comfortable and shared spaces that promote healthy indoor and outdoor environments
- **Sustainable.** A campus designed with the core principles of sustainability in mind

SCOPE OF SERVICES

To be articulated in the contracted agreement, the Consultant shall provide the following services utilizing relevant facility and staffing information provided by the City and assembled by the selected consultant. The selected Consultant will produce a programming and space needs analysis and recommendations report. The following tasks are anticipated for this scope of work:

- **Review & document organization and operations** of downtown LFUCG departments to inform future space needs:
 - In addition to reviewing existing City documentation, the consultant will also collect additional data necessary to provide a baseline for a needs analysis and plan recommendations. It will be necessary for the consultant to work with the City to perform site visits, as necessary
 - Engage each department to quantify staffing levels and space needs
 - Identify the departments' needs, what programs are being provided, who is being served by each department, what special needs each department may have – including any deficiencies standing in the way of improved service delivery
 - Include detailed review of both department support spaces and building support spaces such as security, broadcasting studio, meeting/training areas, flexible workspaces, technological and utility infrastructure, etc.

- Evaluate parking needs for fleet, employees, seasonal workers and the public (multi-modal approach to be considered)
- **Determine interior and exterior space needs** to support our three primary users of city hall: elected officials, employees, and general public
 - Consider physical needs for each department, division, and employee’s work environment with regard to work approach and standardization of office spaces, efficient work flows, security and confidentiality standards
 - Inclusion of an adequate Council Chambers for the Council and Mayor to conduct business
 - An alternative space for boards and commissions to meet and conduct business when Council Chambers is occupied and not available
 - Determine spaces needed to civically engage the community to educate, gather input, and engage in the government decision-making processes
 - Recommend building and site access strategies to ensure the building is here to serve the people of Lexington, our staff, and visitors in a safe, user-friendly and welcoming way
- **Advise on program adjacencies** to improve service delivery, ensure optimal efficiencies, intuitive navigation for visitors, and adequate security measures
 - Provide guidance for future growth and flexibility to address changing needs
 - Where applicable, propose techniques that may serve to provide efficiency of file/storage space, space utilization, service delivery, etc.
 - Identify security zones and adjacency recommendations
 - Recommend consolidation approaches that may inform which departments are to be consolidated into one centralized facility vs relocation to outside downtown, if any
- **Develop a set of office space/work space standards** to apply across each city department
 - Standardized office space approach in a post-COVID world:
 - Work Approach – ie: dedicated workstations, hoteling, uniform office space for employees, etc.
 - Type: Open office, private offices, or hybrid
 - Space needs/square footage for work and support spaces
 - Determine the most favorable balance between shared work areas, private workstations, private offices, conference rooms, and meet-up space. This assessment should consider space design to accommodate anticipated growth
 - Recommend healthy building design standards that address office models in the post-pandemic workplace
 - Assess employee experience and provide ways to improve workplace health (access to natural light, combined breakrooms, etc.)
 - Recommend sustainability, energy, and environmental quality standards
- **Determine scale and scope of any future city hall project** and develop clear basis of design to be utilized in next phase of a new city hall facility
 - Create a document that serves as a clear statement of owner expectations to be provided to architects and engineers in future phases
 - Using gathered information and conducted assessments provide itemized projected square footage needs to support the municipality for a minimum of 50 years
 - Identify key elements for a site to support the goals and objectives of a successful city hall
- **Conduct space capacity assessment and scenario testing**

- Evaluate and analyze the suitability of the Government Center Building to accommodate identified program and space needs- *Note, the previous facilities condition assessment will be available to selected consultant*
- Make recommendations for how program and space needs can be accommodated within the building's current envelop and/or with an addition to the existing structure utilizing downtown campus properties
- Identify constraints and opportunities of the building and site
- Provide a minimum of two conceptual scenarios for consideration

DELIVERABLES:

Scope of work shall be performed according to the Consultant's proposed methodology; however, this shall include the following deliverables and meetings:

- **Interim Report:** One interim report shall be submitted during the study. This shall be presented to LFUCG Executive Leadership. Report should be submitted as a word document and accompanied by a presentation slide deck.
- **Findings and Recommendations Report:** Final Report and Presentation to be submitted in PDF, Word and Excel form. Consultant's final report shall include participants, methodology, studies and supporting data, observations, recommendations, and supporting drawings and illustrations. Information developed through a Consultants' proprietary means may be submitted in a form to be determined in consultation by the Director of Project Management in the Office of the Mayor.

This shall be presented in two stages:

- **Draft Report:** Present an Executive Summary and key information in a Power Point document to City's Executive Committee, where they will provide feedback and requested changes. Consultants to then provide written draft report for final review and comments.
- **Final Report:** A final report containing all analysis and findings during this study, with incorporated City feedback from draft review, shall be delivered to the City, no later than May 30, 2023.
- **Final Report Presentation:** In addition to meetings with City staff and Council during the project, the Consultant team shall provide a presentation of the Final report findings and recommendations to the City Council during a public council meeting (date to be determined). The exact date of the meeting will be mutually agreed upon during the Services. Presentation to be submitted to the City in PDF and power point format.

Project Schedule

A notice to proceed is expected in February 2023. The study should not exceed May 30. As part of the proposal, interested firms shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The proposal should recommend any stakeholder involvement processes where appropriate and a maximum number of such meetings (i.e., separate from staff meetings; however, the respondent may set a proposed limit of such staff meetings as well). This is intended as a preliminary number only and will be refined in consultation with the selected firm and negotiated in terms of the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably in an electronic format that can be revised, as needed.

Method of Payment

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied

by a narrative progress report and estimated percentage of work completed. LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment.

Regardless of the invoices submitted by the Consultant, LFUCG shall not approve a greater percentage of payment than outlined in the following schedule, as based upon the completion schedule:

Submission of interim report	60%
Submission of draft final report	80%
Submission of approved final report and presentation	100%

SUBMISSION REQUIREMENTS

All responses to this RFP must include a proposed preliminary Project Work Plan, including a schedule and a timeline for incorporating city-provided information and the work of others; description of processes, methods, and metrics; suggested list of LFUCG roles or participants that the respondent might recommend be included in the study; and deliverables. The City reserves the right to make the final determination of all study participants and deliverables. All Consultant communications for the study will be through the Director of Project Management and/or a designee. Respondents planning to utilize analytical tools or data to perform any portion of the work that are their own proprietary making are asked to please clarify their intent to utilize such in their response to this RFP.

The selected Consultant, as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner and/or Contracting Authority the following, the cost breakdown of the Agreement detailed cost components; and will submit a proposed final work plan including methods and schedule, study participants to address the Owner's project requirements, deliverables, and communications methods to be used in the execution of the work.

The Proposal response should be fully self-contained, and display clearly and accurately the capabilities, knowledge, experience and capacity of the respondent to meet the requirements of the RFP. **The response is limited to 15 pages excluding appendices.**

The following will be considered minimum contents of the proposal:

1. A statement of the approach, objectives, goals and tasks to show the firm's understanding of the proposed study.
2. A description and timing of the deliverables to be provided by the firm.
3. A detailed work plan that identifies major tasks to be completed and a timeline for those tasks that will be used as a scheduling and management tool. Please identify any optional work tasks in this area and in the detailed cost breakdown.
4. A detailed cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (e.g., principal, project manager, engineer, technician, etc.) per work task identified. The consultant will indicate any assumptions made (e.g., number of meetings, number of drafts, etc.) and include this information with the cost proposal. Total dollar amounts for each work task shall be shown. Not to exceed total dollar cost for the entire project should also be included.
5. An outline of the firm's background and experience with similar projects and a list of personnel (including sub-consultants) who will work on the project. This section will detail staff resumes, work experience and employee category. The City of Lexington is dedicated to promoting minority participation in LFUCG work. To that end, and where appropriate, consultants are encouraged, if they themselves are not a minority owned firm, to consider using the services of minority sub-consulting firms where the demands of the project will permit.
6. Examples and referenced for similar projects completed, and the full name of the municipality/agency that the work was prepared for. This section will also include the firms' role with each project, description of scope of work, total project timeline, and fee for services rendered.

EVALUATION CRITERIA

A selection committee will evaluate and score the proposals based on the respondent's qualifications, level of knowledge, and experience working on projects of similar scope and scale. Selection criteria include:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(20 points)**
4. Experience with legacy and/or municipal buildings and civic spaces **(15 points)**
5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(10 points)**

The Selection Committee may request a short interview of the individual or firms submitting a proposal as part of the selection process. The above criteria will be used to determine the firms that will be invited for an interview. The interviews are anticipated to occur on January 12 and 13, 2023 in person or via Zoom.

The consultant should be careful to address each criterion, as neglect of any section will result in a lower total score for the firm. DO NOT ASSUME THOSE REVIEWING THE SUBMITTALS ARE ALREADY FAMILIAR WITH YOUR FIRM. Your presentation should be concise and to the point. Emphasis should be given to a few examples, which clearly show the team's qualifications, rather than numerous examples, which are unrelated to the project.

All costs directly or indirectly related to preparation of a response to this Request for Proposals, to any oral presentation required to supplement and/or clarify the submittal, which may be required by LFUCG, or to any protests so filed shall be the sole responsibility of and shall be borne by the applicant(s).

Each Consultant, by submitting its proposal, waives any claim for liability against the LFUCG as to loss, injury and costs or expenses that may be incurred as a consequence of its response to this document.

Once a proposal is selected, should the LFUCG be unable to negotiate a satisfactory contract with the selected firm at a price determined to be fair and reasonable, negotiations with that firm shall be formally terminated. LFUCG will then select from the remaining firms the next one to be offered the project. All proposals shall be valid for a period of 90 days from the submission date. LFUCG reserves the right to reject any, and all, proposals and to re-solicit.

ANTICIPATED SCHEDULE*

- | | |
|---|------------------------|
| • Pre-Proposal Conference | December 15, 2022 |
| <i>Zoom hosted at 2pm- link below</i> | |
| https://us02web.zoom.us/j/8069764237?pwd=MWN6MVBrZXAxRml0TnNVSyswUFIcUT09 | |
| • Questions due to LFUCG | December 21, 2022 |
| • Request for Proposals due | January 9, 2023 |
| • Finalist Interviews | January 17 or 18, 2023 |
| • Recommend Contract to Council for approval | January 23, 2023 |
| • Contract Executed & Notice to Proceed | February 9, 2023 |
| • Phase I Final deliverables due | May 30, 2023 |

**These dates are subject to change.*

EXHIBIT "B"

Addendum of Services

Proposed approach & workplan

This section describes our methodology, activities, deliverables and anticipated timeline. Pursuant to the RFP, we have identified three major tasks that we see as building blocks to produce a programming and space needs analysis and recommendations report. We will start by establishing a current state understanding of LFUCG’s portfolio through data collection and interviews with key stakeholders. We will then proceed to the core of project activity, which is the programming and space needs analysis of the three buildings. In the final task, we will summarize 2-3 identified scenarios, perform high-level financial analysis and consolidate the findings and recommendations for LFUCG decision making.

Task	Key activities	LFUCG support expectations	Timing (overlaps by design)
1. Data Gathering & Current State Understanding	<ul style="list-style-type: none"> Establish current state understanding of the identified 3 buildings, parking, organization and operations of downtown LFUCG departments based on data review, site visits and stakeholder interviews (approximately 8-10 sessions in total) 	<ul style="list-style-type: none"> LFUCG to provide requested data in advance of kick-off Timely support with scheduling site visits, interviews, work sessions 	Week 1-3
2. Programming & Space Needs Assessment	<ul style="list-style-type: none"> Perform analysis on future space and parking needs for the primary user groups considering anticipated growth, ways of working and unique needs / requirements Develop department adjacencies (from both customer and employee standpoints) and consolidation / co-location opportunities Recommend improvements to space and occupancy standards; develop high-level guidelines for health, safety, wellness and sustainability programs 	<ul style="list-style-type: none"> LFUCG department leaders and stakeholders to provide timely feedback on each department's programming and space needs analysis 	Week 3-8
3. Scenarios, Findings & Recommendations	<ul style="list-style-type: none"> Identify 2-3 scenarios for fitting downtown departments' future programming and space needs into Government Center (and potentially additional spaces) Perform high-level financial analysis (at the cost per SF level) on the scenarios Consolidate a findings and recommendations report documenting the space needs analysis and statement of owner expectations 	<ul style="list-style-type: none"> LFUCG to support with timely coordination of committee reviews Timely feedback for finalization of scenario drafts 	Week 6-10

Portfolio scoping

Data collection, space programming and financial analysis on the 3 downtown LFUCG buildings and departments within each.

Government Center Building and Garage (153k SF + parking)



Phoenix Building (83k SF)



Switow Building (15k SF)



■ Proposed approach & workplan (cont'd)

Task 1: Data Gathering & Current State Baseline

Task	Activities	Services
Gather data pre-project kick-off (LFUCG support)	<ul style="list-style-type: none"> LFUCG to assemble data, based on EY's data request list, at least one week in advance of project kick-off Data request list may include but not limited to: <ul style="list-style-type: none"> Previous studies and strategic plans (including relevant documents pertaining to identified buildings under review) Building characteristics (property type, square footage, owned vs. leased, departments, headcount, parking, known conditions, etc.) Building operating costs (financial reports, cost/service, cost/SF, etc.) Capital project spend and volume Existing policies, procedures and standards 	<ul style="list-style-type: none"> Data request list provided by EY Requested data delivered to EY
Create engagement framework	<ul style="list-style-type: none"> Conduct kick-off meeting with LFUCG's team to review project scope, business drivers, expected outcomes and critical success factors Agree to communications protocol for progress reporting and Steering Committee check-ins Develop stakeholder list for interviews Customize weekly project plan with key milestones 	<ul style="list-style-type: none"> Kickoff meeting documentation Stakeholder list Project plan
Facilitate site visits and interviews	<ul style="list-style-type: none"> Conduct site visit to the downtown campus Conduct 8-10 interview sessions with leaders from space-occupying departments and other stakeholders 	<ul style="list-style-type: none"> Site visit summary observations Interview summary observations
Establish the current state baseline	<ul style="list-style-type: none"> Establish the current state space baseline for client review and approval for three (3) owned buildings leveraging data, site visit and interview observations summarizing the following: <ul style="list-style-type: none"> Building profiles (key characteristics, space allocation, etc.) Occupancy & vacancy summary by department Use case summary by profile (elected officials, employees and general public) Costs & deferred maintenance (as available) Planned projects & improvements (as applicable) Initial observations on key challenges and opportunities 	<ul style="list-style-type: none"> Current state baseline summary

* denotes RFP-designated report

■ Proposed approach & workplan (cont'd)

Task 2: Programming & Space Needs Assessment

Task	Activities	Services
Perform space needs assessment	<ul style="list-style-type: none"> • Customize space needs template and share with identified department leaders / representatives for completion, including the following: <ul style="list-style-type: none"> • Headcount by sub-department and location • Anticipated headcount growth ranges for next 3-5 years • Assessment of hybrid/remote/on-premises working postures and key adjacencies • Current standards (as available) • Customer access requirements • Community engagement opportunities • Perform analysis on space needs templates, layering-in new workplace assumptions and future state standards (assuming some level of restacking is required) • Summarize future space needs by department with supporting documentation and calculations 	<ul style="list-style-type: none"> • Space needs template • Space needs summary by department (with analysis and estimates)
Determine adjacencies and identify preliminary opportunities	<ul style="list-style-type: none"> • Conduct adjacency analysis, based on space needs and interview insights, to determine departments that tend to engage similar customer and employee bases • Develop list of initial consolidation and / or co-location opportunities based on future footprint needs and adjacencies 	<ul style="list-style-type: none"> • Adjacency analysis summary • Initial list of consolidation and / or co-location opportunities
Recommend improvements to standards	<ul style="list-style-type: none"> • Develop recommendations for improvements to existing standards, including: <ul style="list-style-type: none"> • Space standards: targeted sizes by space types (workstations - office, cubicle; collaboration – small, medium, large) • Occupancy standards: who gets an office vs. cubicle, collaboration / support space needs per head, etc. • Workplace strategy: shared vs. assigned spaces, free address / hoteling implications, open vs. closed collaboration, security considerations, etc. • Develop high-level guidelines for health, safety, wellness and sustainability programs to improve employee / customer experience and implement leading practices to the extent possible 	<ul style="list-style-type: none"> • Standards recommendations • High-level guidelines documentation • Interim report*

* denotes RFP-designated report

■ Proposed approach & workplan (cont'd)

Task 3: Scenarios, Findings & Recommendations

Task	Activities	Services
Identify 2-3 scenarios with stacking options	<ul style="list-style-type: none"> Identify 2-3 scenarios for stacking departments within Government Center (and potentially additional spaces), including but not limited to the following: <ul style="list-style-type: none"> Defined space needs – departments re-positioned on sections of floor plates with itemized SF needs and critical adjacencies Shared infrastructure – conference center, training rooms, collaboration spaces, etc. Approach for segmenting public / private spaces and optimizing customer-serving areas Consider existing building limitations, including but not limited to structural, mechanical, and historic restrictions Perform fit-gap analysis to determine ability to satisfy each scenario within the existing footprint (assuming moderate-to-extensive renovations required) and satisfaction against the 10 high-level goals stated in the RFP Identify any incremental space needed per departmental programming and space needs assessment – recommend if additions to existing buildings, new leased space, or new acquisition will be needed) 	<ul style="list-style-type: none"> Strategic scenario summary with key differences and nuances documented Scenario fit-gap analysis summary Supporting analysis on incremental space capture, as necessary
Perform high-level financial analysis on key changes to the 3 downtown LFUCG buildings	<ul style="list-style-type: none"> Perform high-level financial analysis on each scenario summarizing key costs and benefits, including reconfiguration / renovation costs (high-level estimation applied at the cost per SF level) Develop integrated roadmap for the preferred scenario showing budget request, design, fit-out, department moves; highlight constraints, risks and key dependencies 	<ul style="list-style-type: none"> Summarized high-level financial analysis with supporting details Integrated roadmap for the preferred scenario

* denotes RFP-designated report

■ Proposed approach & workplan (cont'd)

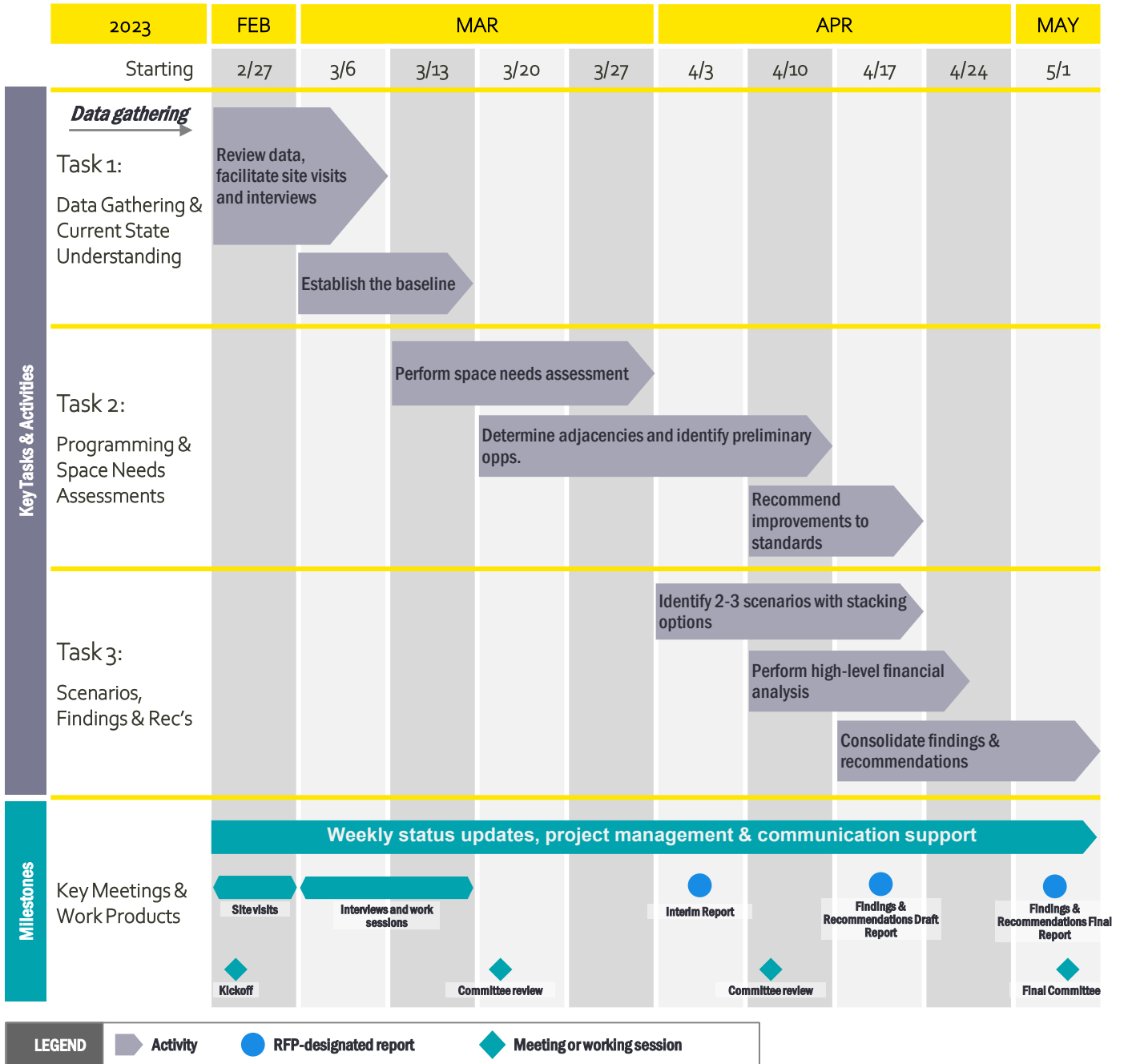
Task 3: Scenarios, Findings & Recommendations (cont'd)

Task	Activities	Services
<p>Consolidate findings & recommendations</p>	<ul style="list-style-type: none"> • Consolidate documentation from Tasks 1-2 and produce the findings & recommendations report • Clarify statement of owner expectations and provide any necessary schedules / exhibits to be leveraged during future phases • Develop a presentation document summarizing the final findings and recommendations report (to be submitted to the City Council) • Support and present alongside LFUCG with the preparation for the final report presentation to the City Council at a public council meeting as needed 	<ul style="list-style-type: none"> • Draft findings and recommendations report* • Final findings and recommendations report* • Final report presentation document • In-person final report presentation to City Council

* denotes RFP-designated report

Proposed approach & workplan (cont'd)

We anticipate a highly collaborative 10-week engagement to deliver the requested services across the three major tasks as outlined. Our timeline is flexible and can be adjusted as necessary. It currently assumes that baseline portfolio data is available, consolidated by the LFUCG prior to the start of the project and of reasonable quality and completeness. Should EY support be required in collecting baseline data from the departments or performing extensive data cleansing and validation, the proposed timeline and commercials may require revision.



■ Financial proposal

Our goal is to provide a fair and competitive fee commensurate to the value we bring as real estate and workplace advisors. We recognize that managing cost is an important consideration in your selection process. The total proposed fixed fee is \$250,000, which would be billed in accordance with the schedule outlined below.

The total proposed fixed fee of \$250,000 includes a small travel budget and out-of-pocket ordinary expenses. We are budgeting for 2-3 trips to Lexington, depending on the number of participants and duration of each stay. We will work collaboratively with your project leadership to align travel around scheduled tours, key meetings and review sessions. As such, the majority of the analysis would be delivered remotely. We are flexible in how we communicate when remote, whether on MS Teams, Webex or other platforms.

We intend to dedicate \$15,000, or 6% of the total proposed fixed fee, to Kersey. Kersey is a registered WBE and DBE firm and we are pleased to help support LFUCG's commitment to MWDBEs and broader agenda on diversity, equity and inclusion.

Below is the requested task-based pricing with associated fees. Please see Appendix B: Exceptions and key assumptions for a full list of scope-related assumptions. The most important assumption related to our timeline is that we can receive as much data as possible prior to the official start of the engagement. We are happy to provide a data request list in advance to help guide your data collection efforts. We welcome the opportunity to review the entirety of this proposal with LFUCG and make any adjustments to best meet your needs.

To ensure timely and efficient submission of EY's invoices, EY will submit invoices directly to Client. Client will provide a Purchase Order or other such details in a timely manner, should this be required by Client for payment. Any delays in providing a Purchase Order or any information necessary for EY's invoicing will not affect the payment terms based on EY's invoice date.

Client's obligation to pay EY's fees and expenses is not contingent upon the results of the Services.

Task	Fixed Fee
1. Data Gathering & Current State Understanding	\$60,000
2. Programming & Space Needs Assessment	\$85,000
3. Scenarios, Findings & Recommendations	\$105,000
Total	\$250,000

■ Key assumptions

Our proposed activities, deliverables, timeline and associated fees assume the following:

- Project duration is 10 weeks
- It is currently envisioned the scope of these activities will be limited to LFUCG's three identified buildings (Government Center Building and Garage, Phoenix Building, Switow Building). If it is deemed necessary to extend this scope to additional properties, this may give rise to additional costs and will be confirmed in writing in an addendum prior to any out-of-scope activities being performed.
- EY may subcontract portions of the Services to Kersey & Kersey Architects, working under EY's direction, who may communicate directly with Client.
- LFUCG will appoint a project manager and support general project coordination, stakeholder engagement, scheduling and logistics. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.
- At project kickoff, the team will develop and/or align on the LFUCG brand template to utilize throughout the duration of the project for consistency. All project deliverables including the key reports will be delivered on the LFUCG developed template which will not indicate the EY brand.
- Building data will be prepared and consolidated for EY prior to the start of the engagement
- EY will perform limited upfront portfolio data collection (relying on readily available data that is assumed to be reasonably accurate and comprehensive)
- Stakeholders are available for a limited number of interviews and working sessions (approximately 8-10 sessions in total) over the first few weeks of the engagement
- EY will not assess deferred maintenance or technical needs at LFUCG facilities; we are prepared to use higher-level benchmarks as estimates for our analysis or leverage previous studies performed by the LFUCG but will not perform detailed conditions assessments as part of this scope
- LFUCG and its department leaders will provide guidance on workplace strategy assumptions (i.e., desired level of remote, hybrid, onsite work); we will advise in this area and share insights from other clients; we intend to use these key assumptions to forecast future space needs
- LFUCG department leaders will complete our space needs template in a timely manner; we will work collaboratively with the departments to answer questions and / or clarify asks
- EY will not perform any valuation or appraisal services on subject properties; we are prepared to use high-level market benchmarks and any previous appraisals completed by LFUCG if necessary; we will perform high-level financial analysis on potential moves, adds, changes and reconfigurations on a cash basis excluding inflation and discount rates
- Our analysis may leverage estimations and assumptions deemed appropriate by the EY team to supplement existing data and help assess space planning and / or portfolio opportunities
- We plan to deliver most of the work remotely; we have included a small travel budget for site visits and to attend key meetings in-person; we will collaborate with LFUCG to determine the appropriate level of onsite presence and agree to the travel schedule at commencement.

■ Limitations on scope

- EY will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including Client) to engage in any transaction, or (iii) act as a negotiator of a transaction.
- The Services are advisory in nature. None of the Services or any Reports will constitute any legal opinion or legal advice.
- The Reports are based on facts of which EY is aware, estimates, assumptions and other information derived from its research, knowledge of the industry and meetings with Client or Client's advisors. EY will state EY's information sources and the basis of EY's estimates and assumptions in any written Report. All such estimates and assumptions are inherently subject to uncertainty and variation depending upon future events, which cannot be accurately foreseen. EY's estimates will in any event be based on general economic conditions as they exist on the date of the analysis and will not contemplate the potential for any sudden or sharp rise or decline in those conditions. EY makes no representation, and gives no assurance, that any estimates or results can or will be achieved. Actual results may vary materially from the estimates presented.
- EY will not conduct any architectural, engineering, soil or subsoil study, property survey, or environmental investigation, and will not assume any liability in connection with such matters.

EXHIBIT "C"

Consultant Proposal



LEXINGTON

RFP-65-2022

Ernst & Young LLP

Supplier Response

Event Information

Number: RFP-65-2022
Title: Space Study for Government Center
Type: Request For Proposal
Issue Date: 12/1/2022
Deadline: 1/9/2023 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Ernst & Young LLP Information

Address: 155 N Wacker Dr
Chicago, IL 60606
Phone: (312) 879-3049

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Gabriel Sanders

Signature

Submitted at 1/9/2023 01:25:47 PM (ET)

Gabe.Sanders@ey.com

Email

Response Attachments

Ernst and Young LLP Proposal for Lexington Fayette Urban County Government.pdf

Please find attached Ernst & Young LLP's proposal to support Lexington-Fayette Urban County Government with Programming & Space Needs for City Hall. We are very excited about the opportunity to bid on this project and would welcome the opportunity to work with you. Please reach out with any questions or clarifications as they arise. Thank you in advance for your consideration.

Gabriel Sanders
Kentucky Public Sector Leaders
(630) 715-9294
Gabe.Sanders@ey.com

Proposal to serve the Lexington-Fayette Urban County Government

RFP #65-2022

Reimagining Lexington's City Hall
Programming & Space Needs

January 9, 2023



Building a better
working world



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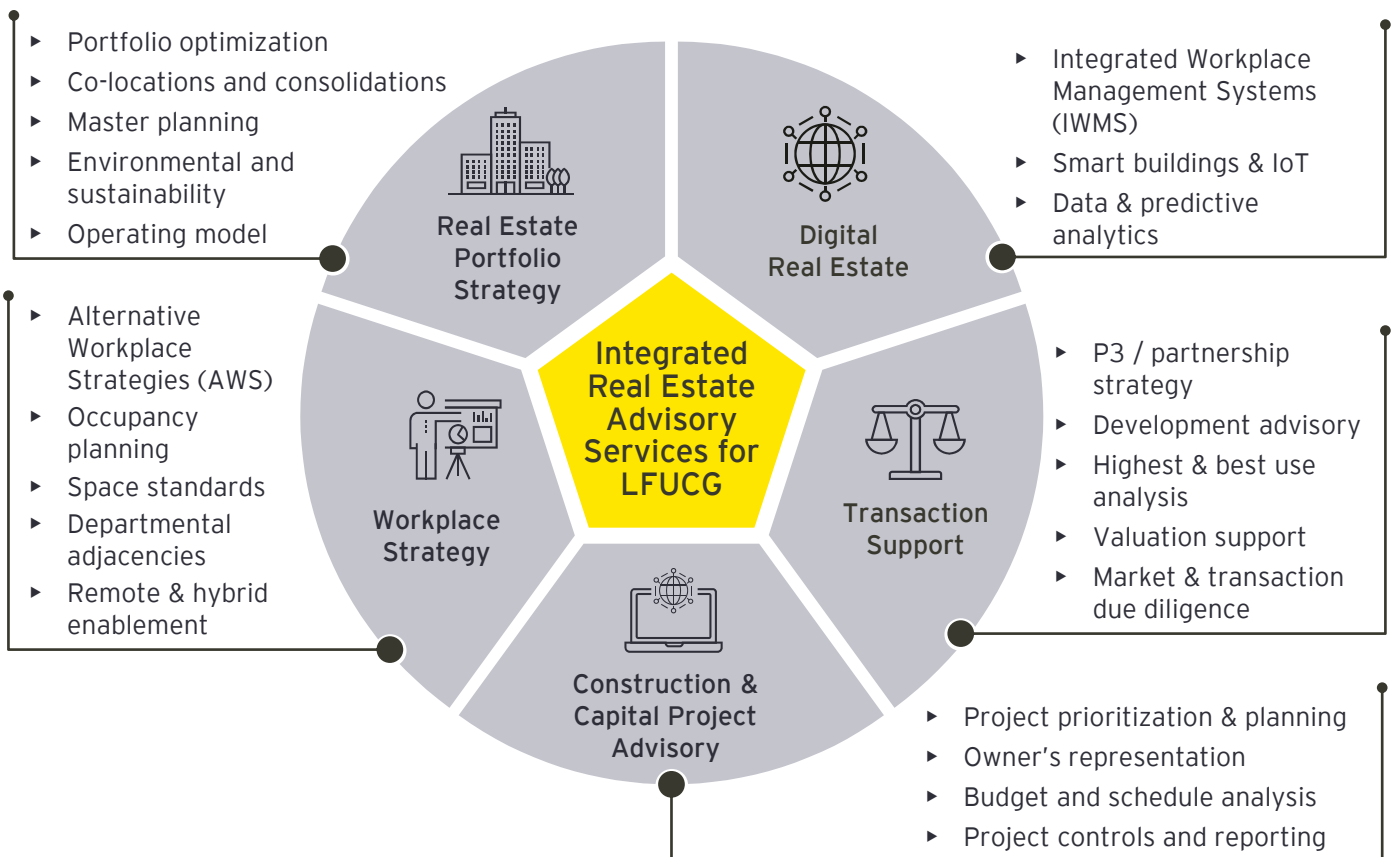
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Introduction to EY

EY is a global leader in assurance, tax, strategy & transactions and consulting services. Our more than 300,000 employees in 728 locations and 150 countries are united in our purpose, "Building a better working world." Our government and public sector practice, which includes a dedicated real estate advisory practice, has been serving clients for more than 50 years. Annually, we serve more than 2,000 public sector clients worldwide, more than any other consulting organization. Our 20,000 government and public sector professionals have decades of experience working with the systems, programs and issues facing governments at the Federal, state and local levels.

We bring a full suite of competencies to address key aspects of a government real estate portfolio and workplace strategy from space needs assessment, location strategy, facilities management and operations strategy to footprint rationalization, asset monetization and financial strategies. Our broad-based real estate and workplace strategy capabilities are summarized in the graphic below. We understand that LFUCG's end-goal is the development of an integrated strategy to drive civic activation and employee engagement through strategic space improvements at City Hall in downtown Lexington. As the nature of this work is interdisciplinary and strategic, we believe that the depth and breadth of our firm, as indicated below, coupled with our dedicated focus on public sector real estate, brings unique value to LFUCG.

Our broad-based real estate and workplace strategy capabilities:



■ Our understanding of LFUCG's needs & teaming approach

Our understanding of LFUCG's needs

Based on the RFP document and pre-bid call hosted on December 15, 2022, we understand that LFUCG is seeking a comprehensive solution to meet current and anticipated space needs with the intent to make City Hall welcoming to all constituents, create an active civic hub for the city and improve services for the public while making government buildings great places to work. While previous studies have been completed, LFUCG now requires a holistic and integrated strategy with focus on space planning and department-level programming. Today's environment is characterized by the following, which are largely consistent with our experience with other local and municipal government clients:

- ▶ Facilities have significant deferred maintenance obligations and are costly to maintain and improve
- ▶ Facilities reside on prime real estate in downtown Lexington, presenting both unique challenges and opportunities
- ▶ Departmental adjacencies are not being fully leveraged to make service delivery more efficient and effective for both city personnel and end-users / customers



We applaud LFUCG for setting the strategic objective of redefining the future of City Hall, complementing the ongoing developments in downtown Lexington. This is the right time for LFUCG to invest in this type of initiative that can yield payback and financial benefits over the next 10+ years. More importantly, this project will help lay the foundation for the next 30+ years of civic engagement in Lexington with reimagined government facilities serving as essential components of an already strong and vibrant city and county.

Our teaming approach

We are excited to team with Kersey and Kersey Architects ("Kersey") on this opportunity to serve LFUCG. Kersey is a full-service real estate advisory and architecture firm headquartered in Louisville with a strong presence in Lexington. Kersey's Lexington office will support the delivery of our proposed services. Kersey is a registered Women's Business Enterprise (WBE) and women-owned Disadvantaged Business Enterprise (DBE) with Commonwealth of Kentucky and has significant experience supporting the government on a variety of local and strategic needs.

We are planning to embed Kersey resources within our core team, which allows us to perform analysis from different perspectives. While our EY team members will capture the space needs, growth assumptions and department requirements / adjacencies, our Kersey colleagues will concurrently take a broader view of space functionality, access, comfort and image in addition to providing insight into future space standards and local renovation / restacking cost estimates. This approach will help us achieve LFUCG's goal of creating spaces that are: functional, safe, efficient, economical, accessible, inclusive, engaging, identifiable, healthy and sustainable.

KERSEY AND KERSEY | ARCHITECTS



Teaming benefits:

- ✓ Deepest bench of functional & technical skill sets
- ✓ Local experience with zoning and building codes
- ✓ Local perspective on placemaking & engagement
- ✓ Single point of accountability with EY

■ Key success factors for LFUCG's consideration

As the country emerges from the COVID-19 pandemic, local and municipal government leaders find themselves at a critical crossroads. With the impact of hybrid working, new technology, health and wellness needs and focus on employee experience, we are seeing a unique and perhaps “once in a lifetime” intersection of people, space and technology. Unlike previous disruptive events, the pandemic has fundamentally changed the way people inhabit and interact with physical space. This, among other advancements, is elevating the value proposition of being able to efficiently and effectively plan for the future and respond to unforeseen events from a real estate, facilities and workplace perspective. In reimaging Lexington’s City Hall, we believe that the following are most important for LFUCG’s consideration when selecting an advisor and executing the project.

1. *Timely and relevant experience - Workplace strategy and real estate master planning experience with fastest growing joint, local government in the U.S.*

Just over 200 miles to the southwest of Lexington, our EY team is supporting a similar initiative with the Metropolitan Government of Nashville and Davidson County (“Metro”). With estimates of 200,000+ people moving to the Nashville area over the next five years and government resources already strained, Metro is facing strategic challenges. Our team is currently developing a master plan for all of Metro’s real estate and facilities across various asset types including office, storage, logistics, maintenance and fleet facilities. Further, we performed in-depth requirements gathering and workplace strategy analysis for major departments occupying space in and around downtown Nashville. This analysis gets to the heart of how departments work, how they utilize the office, where they need to be and how space can be optimized to better serve their missions.

We leveraged data from the workplace strategy analysis to develop scenarios for footprint growth and optimization downtown, which we presented to Mayor Cooper and worked directly with Council Members and department leaders to gain buy-in and stakeholder alignment. In supporting LFUCG, we intend to leverage our findings and experience with Metro and bring key insights to our discussions with your departments and major space users at City Hall, in addition to other state and local government clients.

Sample analysis from Metro Nashville

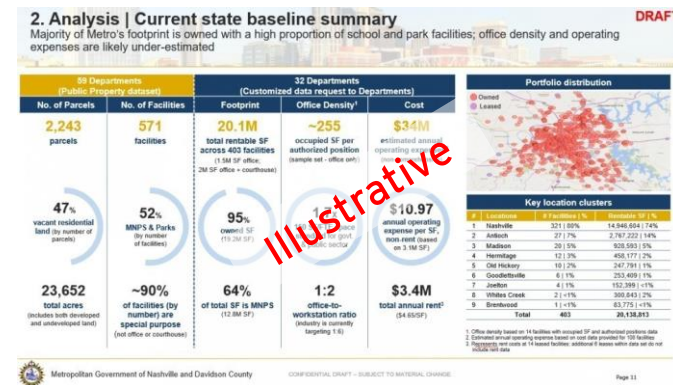
Work styles by Department in multi-tenant buildings¹

Department	Auth. pos.	On-prem	Hybrid	Remote	Department	Auth. Pos.	On-prem	Hybrid	Remote
MNPD	1,807	100%	0%	0%	MWS	78	75%	25%	0%
NFD	478	100%	0%	0%	DCEC	31	100%	0%	0%
ITS	166	37%	26%	37%	JIS	23	25%	25%	50%
Codes	161	100%	0%	0%	Trustee	23	100%	0%	0%
DGS	135	45%	19%	36%	Arts	15	0%	100%	0%
Finance	123	1%	98%	1%	Inten	12	0%	100%	0%
Public Defender	109	100%	0%	0%	Metro Clerk	8	60%	40%	0%
Assessor	95	92%	5%	3%	MHRC	4	0%	100%	0%
MAC	93	93%	0%	7%	DCSO	0	100%	0%	0%
MSS	92	100%	0%	0%	Council Office	0	100%	0%	0%
Planning	85	10%	85%	5%	NDOT	0	100%	0%	0%
OEM	83	100%	0%	0%					
County Clerk	82	100%	0%	0%					
HR	81	8%	92%	0%					

Legend

- Low 0-30%
- Medium 31-75%
- High 76-100%

¹ Departments submitted the percent of total authorized positions at an occupied building that are on-premise (4+ days in office per week), hybrid (2-3 days in office per week), and remote (4+ days at offsite location per week); percentages in above table reflect estimated percentages at the Department-level

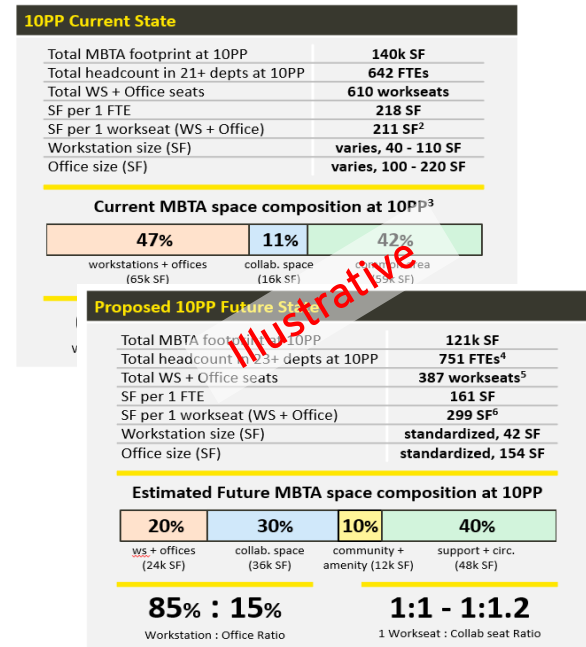


■ Key success factors for LFUCG's consideration (cont'd)

2. *Best-fit process and methodology - Success in requirements gathering, growth assumptions and workplace strategy decisions will expedite detailed design and reduce overall cost*

As reiterated by LFUCG's team on the pre-bid call, we understand that this project is a requirements gathering and workplace planning analysis, which is often "step 0" or "step 1" in the process. Architects and engineers will have an important role to play in the process when LFUCG reaches detailed design and floorplan layouts, but we see the initial phase of work most successfully led by real estate and workplace management consultants. We are accustomed to modeling space needs (interior and exterior), determining departmental adjacencies, developing standards and assessing capacity (both current and future). Supported by Kersey's local specialists, we will have access to all necessary subject matter resources and continually validate that our planning assumptions and analysis is "within reason" from a stacking and design standpoint. We envision that our deliverables will become the starting point for LFUCG's selected architect; we can support onboarding of those resources, as required, to ensure no duplication of efforts.

Sample planning outputs from project with Massachusetts Bay Transportation Authority



3. *Independent and objective point-of-view - We are real estate advisors but not in the real estate business; we are not motivated by future potential for transaction and / or facilities management services*

Traditional real estate service provider organizations are often interested in these projects with the anticipation of back-end fees from transaction support and / or facilities management contracts. Our only motivation is serving the best interests of LFUCG, its Council and citizens with recommendations that thoughtful, fact-based and rooted in industry leading practices. We have no financial stake in LFUCG's future space decisions. We find this particularly important with local and municipal governments, where our ability to build trust with your department leaders early in the process will directly contribute to the quality of the analysis and findings. EY would bring a fresh, new perspective to LFUCG that is not shaped by any previous activities around leasing, portfolio expansion / contraction, facilities management, project management and capital delivery support, etc.



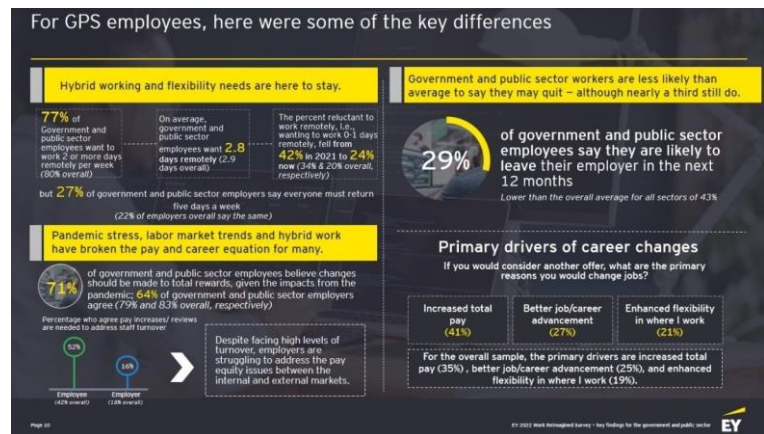
■ Key success factors for LFUCG's consideration (cont'd)

4. *Unique understanding of new "ways of working" and the Future of Work - Our analysis is informed by real-time research, surveys and client experience in a post-Covid world*

Our experience with local and municipal governments indicates that both the benefits and challenges of new working styles are not distributed equally across government. Our most recent projects are demonstrating that while administrative types of departments (e.g., finance, HR, IT, General Services) are embracing hybrid / remote and can typically reduce their footprints, operational departments (e.g., social services, planning, codes, law enforcement and fire) often require more space for new and different purposes. As a firm, we continue to collaborate with thought leaders such as the Massachusetts Institute of Technology (MIT) and Johns Hopkins University in shaping our research and industry publications. We look forward to expanding upon the following trend areas with LFUCG:

- ▶ Local and municipal governments are recognizing the need to build workplace strategy functions and work towards centralizing space management
- ▶ Local and municipal governments must work to share common office infrastructure across departments and reduce traditional silos (e.g., conference and training rooms, broadcast-equipped spaces, flex / touchdown spaces)
- ▶ Government positions that offer a significant degree of flexibility in terms of work location receive 3x as many applicants as those without flexibility
- ▶ Certain delivery models once exclusively in-person (e.g., call centers, service counters) are performing better than expected remotely but physical presence is still often required
- ▶ Optimized workplace layouts and configurations are starting to be introduced to help draw hybrid employees back to the office for purposeful events and collaboration needs
- ▶ Reservation systems and other digital tools are re-shaping the real estate technology environment and proving critical for new space strategies

Sample insights from EY's 2022 Work Reimagined Survey (government & public sector)



5. *Ability to drive collaboration and consensus across government - This project will yield cross-functional, government-wide decisions that should be actively managed from day one*

"Voice of the customer" is key and we understand that this project cannot be delivered in a vacuum. We will work collaboratively with space-occupying departments and recommend that LFUCG assemble a Steering Committee to help guide the project and weigh-in on potential strategies. The Committee could include Council Members and Administration representatives, which has proved successful on previous local government initiatives.

Metro Nashville's Steering Committee



■ Proposed approach & workplan

This section describes our methodology, activities, deliverables and anticipated timeline. Pursuant to the RFP, we have identified three major tasks that we see as building blocks to produce a programming and space needs analysis and recommendations report. We will start by establishing a current state understanding of LFUCG’s portfolio through data collection and interviews with key stakeholders. We will then proceed to the core of project activity, which is the programming and space needs analysis of the three buildings. In the final task, we will summarize key scenarios, perform high-level financial analysis and consolidate the findings and recommendations for LFUCG decision making.

Task	LFUCG’s key objectives	Timing (overlaps by design)
1. Data Gathering & Current State Understanding	<ul style="list-style-type: none"> ▶ Establish current state understanding of buildings, parking, organization and operations of downtown LFUCG departments based on data review, tours and stakeholder interviews 	▶ Weeks 1-3
2. Programming & Space Needs Assessment	<ul style="list-style-type: none"> ▶ Perform analysis on future space and parking needs for the primary user groups considering anticipated growth, ways of working and unique needs / requirements ▶ Develop department adjacencies (from both customer and employee standpoints) and consolidation / co-location opportunities ▶ Recommend improvements to space and occupancy standards; develop high-level guidelines for health, safety, wellness and sustainability programs 	▶ Weeks 3-8
3. Scenarios, Findings & Recommendations	<ul style="list-style-type: none"> ▶ Identify 2-3 strategic scenarios for future changes to City Hall; determine scale and scope ▶ Perform financial analysis on strategic scenarios and evaluate ability to accommodate future needs within the existing footprint, with mitigation approaches developed as needed ▶ Consolidate a findings and recommendations report documenting the space needs analysis and statement of owner expectations 	▶ Weeks 6-12

Portfolio scoping

Our intention is to collect data for the full government office portfolio (to the extent that departments are recommended for non-downtown locations) but focus our space programming and financial analysis on the downtown buildings and departments within each.

Government Center Building and Garage (153k SF + parking)



Phoenix Building (83k SF)



Switow Building (15k SF)



■ Proposed approach & workplan (cont'd)

Task 1: Data Gathering & Current State Baseline

Task	Key activities	Deliverables
Create engagement framework	<ul style="list-style-type: none"> ▶ Conduct kick-off meeting with LFUCG's team to review project scope, business drivers, expected outcomes and critical success factors ▶ Agree to communications protocol for progress reporting and Steering Committee check-ins ▶ Develop stakeholder list for interviews ▶ Customize weekly project plan with key milestones 	<ul style="list-style-type: none"> ▶ Kickoff meeting documentation ▶ Stakeholder list ▶ Project plan
Gather data, facilitate site visits and interviews	<ul style="list-style-type: none"> ▶ Release data request including but not limited to: <ul style="list-style-type: none"> ▶ Previous studies and strategic plans (including relevant documents pertaining to identified buildings under review) ▶ Portfolio characteristics (property IDs, type, square footage, acreage, owned vs. leased, departments, headcount, parking, known conditions, etc.) ▶ Portfolio operating costs (financial reports, cost/service, cost/PSF, etc.) ▶ Capital project spend and volume ▶ Existing policies, procedures and standards ▶ Conduct site visit to the downtown campus ▶ Conduct 8-10 interview sessions with key leaders from space-occupying departments and other stakeholders 	<ul style="list-style-type: none"> ▶ Data request list ▶ Site visit summary observations ▶ Interview summary observations
Establish the current state baseline	<ul style="list-style-type: none"> ▶ Establish the current state space baseline leveraging data, site visit and interview observations summarizing the following: <ul style="list-style-type: none"> ▶ Profiles for three owned buildings (key characteristics, space allocation, etc.) ▶ Occupancy & vacancy summary by department ▶ Use case summary by profile (elected officials, employees and general public) ▶ Costs & deferred maintenance (as available) ▶ Planned projects & improvements (as applicable) ▶ Initial observations on key challenges and opportunities 	<ul style="list-style-type: none"> ▶ Current state baseline summary

* denotes RFP-designated report

■ Proposed approach & workplan (cont'd)

Task 2: Programming & Space Needs Assessment

Task	Key activities	Deliverables
Perform space needs assessment	<ul style="list-style-type: none"> ▶ Customize space needs template and share with identified department leaders / representatives for completion, including the following: <ul style="list-style-type: none"> ▶ Headcount by sub-department and location ▶ Anticipated headcount growth ranges for next 3-5 years ▶ Assessment of hybrid/remote/on-premises working postures and key adjacencies ▶ Current standards (as available) ▶ Customer access requirements ▶ Community engagement opportunities ▶ Perform analysis on space needs templates, layering-in new workplace assumptions and future state standards (assuming some level of restacking is required) ▶ Summarize future space needs by department with supporting documentation and calculations 	<ul style="list-style-type: none"> ▶ Space needs template ▶ Space needs summary by department (with analysis and estimates)
Determine adjacencies and identify preliminary opportunities	<ul style="list-style-type: none"> ▶ Conduct adjacency analysis, based on space needs and interview insights, to determine departments that tend to engage similar customer and employee bases ▶ Develop list of initial consolidation and / or co-location opportunities based on future footprint needs and adjacencies 	<ul style="list-style-type: none"> ▶ Adjacency analysis summary ▶ Initial list of consolidation and / or co-location opportunities
Recommend improvements to standards	<ul style="list-style-type: none"> ▶ Develop recommendations for improvements to existing standards, including: <ul style="list-style-type: none"> ▶ Space standards: targeted sizes by space types (workstations - office, cubicle; collaboration - small, medium, large) ▶ Occupancy standards: who gets an office vs. cubicle, collaboration / support space needs per head, etc. ▶ Workplace strategy: shared vs. assigned spaces, free address / hoteling implications, open vs. closed collaboration, security considerations, etc. ▶ Develop high-level guidelines for health, safety, wellness and sustainability programs to improve employee / customer experience and implement leading practices to the extent possible 	<ul style="list-style-type: none"> ▶ Standards recommendations ▶ High-level guidelines documentation ▶ Interim report*

* denotes RFP-designated report

■ Proposed approach & workplan (cont'd)

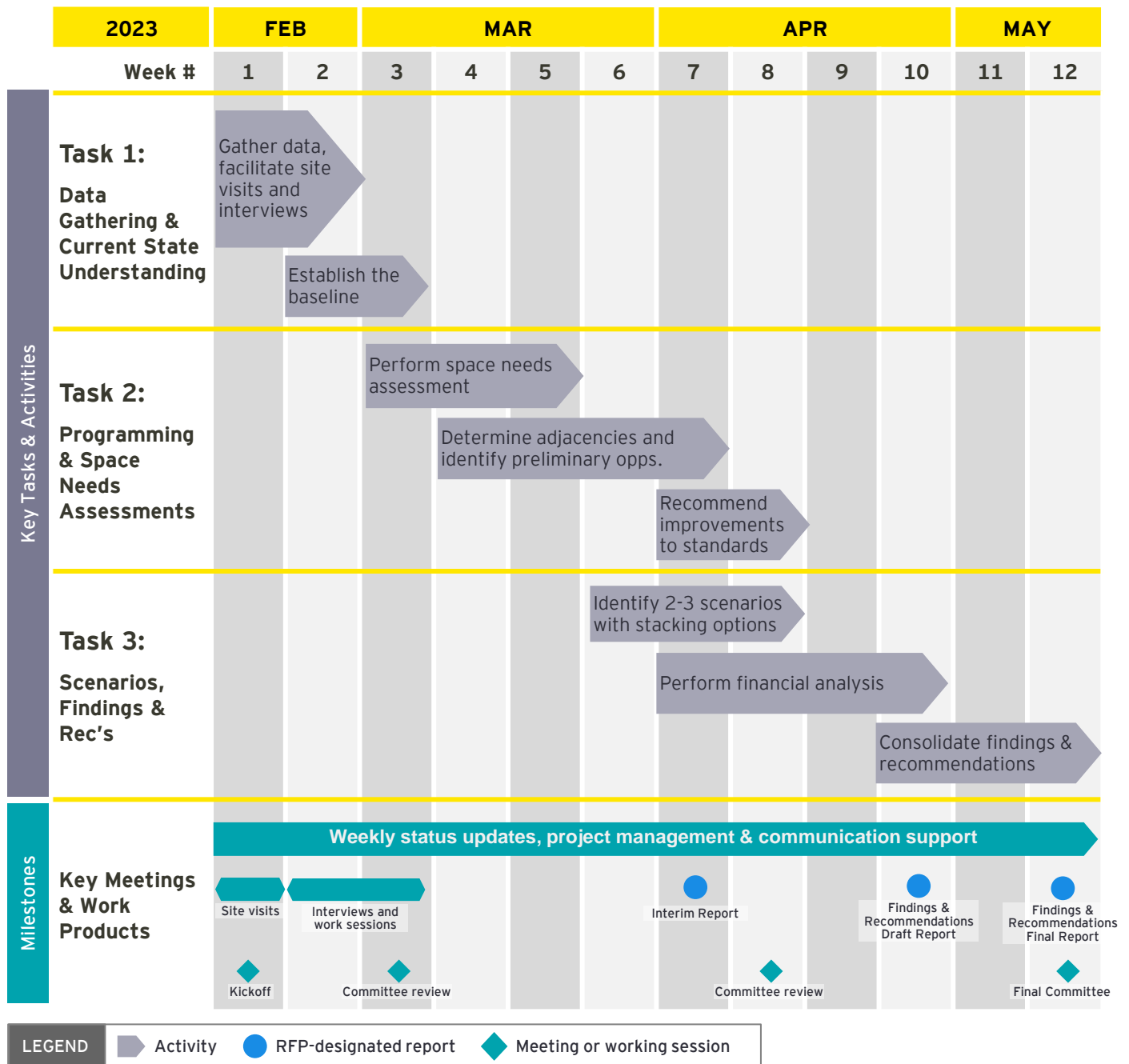
Task 3: Scenarios, Findings & Recommendations

Task	Key activities	Deliverables
Identify 2-3 scenarios with stacking options	<ul style="list-style-type: none"> ▶ Identify 2-3 strategic scenarios for stacking departments within the downtown campus, including but not limited to the following: <ul style="list-style-type: none"> ▶ Defined space needs - departments re-positioned on sections of floor plates with itemized SF needs and critical adjacencies ▶ Shared infrastructure - conference center, training rooms, collaboration spaces, etc. ▶ Approach for segmenting public / private spaces and optimizing customer-serving areas ▶ Perform fit-gap analysis to determine ability to satisfy each scenario within the existing footprint (assuming moderate-to-extensive renovations required) and satisfaction against the 10 high-level goals stated in the RFP ▶ Explore mitigation options as necessary (e.g., extensions to existing buildings, new leased space, new acquisitions) 	<ul style="list-style-type: none"> ▶ Strategic scenario summary with key differences and nuances documented ▶ Scenario fit-gap analysis summary ▶ Supporting analysis on extension(s) or incremental space capture, as necessary
Perform financial analysis on key changes to the downtown campus	<ul style="list-style-type: none"> ▶ Perform financial analysis on each scenario summarizing key costs and benefits including: <ul style="list-style-type: none"> ▶ Reconfiguration / renovation costs (hard costs, soft costs, tenant factors - move cost, IT fit-out cost, others) ▶ Impact to overall portfolio size and cost ▶ Impact to future operating expenses ▶ Mitigation costs / other related costs ▶ Develop integrated roadmap for the preferred scenario showing budget request, design, fit-out, department moves; highlight constraints, risks and key dependencies 	<ul style="list-style-type: none"> ▶ Summarized financial analysis with supporting details ▶ Integrated roadmap for the preferred scenario
Consolidate findings & recommendations	<ul style="list-style-type: none"> ▶ Consolidate documentation from Tasks 1-2 and produce the findings & recommendations report ▶ Clarify statement of owner expectations and provide any necessary schedules / exhibits to be leveraged during future phases 	<ul style="list-style-type: none"> ▶ Draft findings and recommendations report* ▶ Final findings and recommendations report*

* denotes RFP-designated report

Proposed approach & workplan (cont'd)

We anticipate a highly collaborative 12-week engagement to deliver the requested services across the three major tasks as outlined. Our timeline is flexible and can be adjusted as necessary. It currently assumes that baseline portfolio data is available, consolidated by the LFUCG prior to the start of the project and of reasonable quality and completeness. Should EY support be required in collecting baseline data from the departments or performing extensive data cleansing and validation, the proposed timeline and commercials may require revision.




Proposed team & specialized skill sets

Our project team reflects a collaborative effort between LFUCG and EY. We understand the importance of dedicating the best-fit resources to serve you and recognize that people make the difference in any professional services relationship. The proposed core delivery team members have significant working experience with government and public sector clients. Catherine von Seggern brings 25 years real estate and workplace advisory experience and will serve as the point of accountability for our work. Catherine, Marc and Emily are currently serving Metro Nashville; they will bring key insights from Metro’s space transformation experience in addition to other clients. Given LFUCG and EY’s shared commitment to diversity, equity and inclusion, we have carefully balanced our team by gender and self-designated minority status. Should we need to call on additional subject matter resources (SMRs) to address a particular matter, we will leverage the breadth and depth of EY and Kersey’s organizations. For the proposed team members’ full resumes, refer to **Appendix D: Team bios**.




LFUCG
Steering Committee & Project Leadership


Executive Oversight



Catherine von Seggern
Engagement Executive



Cheryl Kersey
Design Executive



Workstream Leadership



Marc Held
Engagement Manager




Emily Summers
Programming & Space Needs Lead




Sarah Lee
Scenarios & Analysis Lead


Analyst Support (representative)




Alan Bond
Senior Analyst




Aaron Smith
Senior Analyst




Subject Matter Resources (SMRs):




Genevieve Hanson
Government real estate



Brian Woods
Workforce & change management



Ed Zuercher
City & municipal operations










Gabe Sanders
Kentucky state & local government

 Indicates self-designated minority status

■ Proposed team & specialized skill sets (cont'd)

Below is a brief summary of the experience and key qualifications of each project proposed team member. We have provided full resumes in **Appendix D: Team bios**. We welcome the opportunity to supplement our core team with any additional or different skill sets that LFUCG seeks to incorporate.

Resource	Role	Level	Years of Experience	Value to LFUCG
Catherine von Seggern 	Engagement Executive	Managing Director	25	<ul style="list-style-type: none"> Lead executive for various EY real estate & facilities strategic planning initiatives; Real Estate Advisory practice regional leader and EY Workplace Reimagined / Future of Work solution executive ; lead executive for EY's work in TN and other state and local clients
Cheryl Kersey 	Design Executive	President, Principal Architect	36	<ul style="list-style-type: none"> Local market and architecture leader across various property types, bringing previous LFUCG and related working experience and local development experience
Marc Held 	Engagement Manager	Senior Manager	15	<ul style="list-style-type: none"> Real estate and facilities strategic planning specialist; state, local and higher education competency leader for Real Estate Advisory supporting all components of real estate and workplace strategy; project manager on TN engagement and other state and local clients
Emily Summers 	Programming & Space Needs Lead	Manager	15	<ul style="list-style-type: none"> Experienced real estate and workplace strategist with expertise in space programming and space needs assessment; Brings 15 years experience implementing leading practice real estate solutions across private and public sectors; delivery leader on TN projects and other state and local clients
Sarah Lee 	Scenarios & Analysis Lead	Manager	6	<ul style="list-style-type: none"> Experienced real estate and workplace strategist with in-depth understanding of space planning, workstyle persona analysis, desking ratios, footprint optimization and scenario analysis; supported TN projects
Alan Bond 	Senior Analyst	Senior Associate	5	<ul style="list-style-type: none"> Real estate strategist and research analyst with focused experience on public sector real estate and workplace transformation projects; supported City of Baltimore workplace strategy
Aaron Smith 	Senior Analyst	Architect	15	<ul style="list-style-type: none"> Project architect and space planner with significant experience solutioning across complex space environments, both public and private sectors

Selected experience & references

Below is a brief summary of selected examples of relevant project experience and professional references of clients that our proposed team has worked with in the last 5 years. For additional details, please refer to **Appendix C: Case studies**.

Reference #1

Client Name	Metropolitan Government of Nashville and Davidson County
Project Name	Real Estate Master Plan
Reference Contact	Velvet Hunter, Interim Director Department of General Services Phone: (615) 474-5914 E-mail: velvet.hunter@nashville.gov
EY's Role	Task 1: Define current state and recommend solutions for immediate space needs, including upcoming lease expirations, potential acquisitions and parking needs Task 2: Develop comprehensive Real Estate Master Plan and organization re-design
Scope of Work	Evaluation of the real estate portfolio of 20m SF supporting 7,000 FTEs and solutioning recommendations for ~2.5m SF supporting 2,500+ FTEs
Project Timeline	July 2022 - Current
Total Fee	Approximately \$1.2 million






Reference #2

Client Name	Massachusetts Bay Transportation Authority (MBTA)
Project Name	Future of Work - Space Transformation (Design & Implementation)
Reference Contact	Howaida Kamel, Chief of Staff for Administration Phone: (617) 447-1914 E-mail: hkamel@MBTA.com
EY's Role	Phase I: Define Future of Work strategy for downtown Boston buildings Phase II: Support with implementation, training and change management
Scope of Work	Business framework for entire organization of 2,500 FTEs; Space strategy for three key buildings totaling ~400k SF supporting 1,200 FTEs in 30+ departments
Project Timeline	March 2021 - February 2022
Total Fee	Approximately \$1.0 million

Reference #3

Client Name	City of Baltimore
Project Name	Future of Work Workplace Pilot Design & Implementation
Reference Contact	Berke Attila, Director - Department of General Services Phone: (410) 396-3100 E-mail: berke.attila@baltimorecity.gov
EY's Role	Support with workforce hybridization, space consolidation and technology acquisition
Scope of Work	Assessment of 1.3m SF in the City's downtown portfolio to identify hybrid workplace pilot locations supporting 2,000+ FTEs; support for subsequent implementation
Project Timeline	June 2021 - December 2022
Total Fee	Approximately \$1.1 million

■ Additional selected experience

Client / Project Name	Project Description
<p>East Boston Neighborhood Health Center - Workforce and Real Estate Analysis</p> 	<p>East Boston Neighborhood Health Center (EBNHC) sought to establish a framework in support of remote and hybrid work providing flexible ways of working for the organization while also optimizing their footprint. EY was engaged to support EBNHC to achieve its vision by addressing cultural and policy changes related to workforce, workplace, tools and infrastructure. EY's data-driven, department-informed approach resulted in recommendations that increased collaboration space, introduced neighborhood concept and reduced the number of individual workseats by 37% in favor of more collaborative, shared space.</p>
<p>State of Tennessee Department of General Services - Real Estate Master Plan</p> 	<p>EY supported the State of Tennessee Real Estate Asset Management (STREAM) division of the Department of General Services (DGS) developing a comprehensive real estate strategy for approximately 1,000 locations comprising more than 17m SF. The project has been completed in two phases, with the initial phase on the Middle Grand Division and the second phase evaluating the East & West Grand Divisions. Each phase was comprised of: (1) baselining the current state of the portfolio, (2) identifying key strategic scenarios to improve portfolio performance, (3) assessing the feasibility of key decisions, and (4) combining scenarios into a 10-year Master Plan. Key results included ~3m SF reduction through lease exist and disposals, strategies to reduce \$300m of deferred maintenance, over 1,000 acres of land identified for disposal, and over \$1b capital program included in the Governor's FY23 budget.</p>
<p>Los Angeles County - Alternative Work Options and Hoteling Assessment</p> 	<p>EY assisted the Los Angeles County with the realization of their vision to reduce the environmental impact of employee commutes and enhance employee productivity, engagement and retention, through expansion of alternative work options such as telework, hoteling and alternative schedules. EY was engaged to assess current practices, personas, leading practices in similar agencies, and cultural barriers, and develop strategic recommendations to drive adoption and expansion of these programs.</p>
<p>Transit Authority of Lexington-Fayette Urban County Government (Lextran) - Comprehensive Operational Analysis</p> 	<p>Kersey has maintained an "On-Call" contract to provide Architectural and Engineering Services to the Transit Authority of Lexington-Fayette Urban County Government (Lextran) since 2019. To highlight one of multiple projects conducted with Lextran, Kersey and team completed a Comprehensive Operational Analysis (COA), along with a consultant team, to evaluate Lextran's three key operational pillars, including (1) delivery of a high-quality product and service, (2) demonstration of value to the community, (3) management and sustainment of resources. The final COA report provided vision and direction for Lextran's service and routing until 2025. Key project tasks included public meetings, existing conditions survey, service alignment and analysis and a final project program for implementation.</p>
<p>Grace Community Health - Grace Healthcare Campus (Corbin, KY)</p> 	<p>Kersey supported renovation and adaptive reuse of an 85,000-square feet former Kmart building into a healthcare campus. The project involved working with multiple clinical personnel as well as external healthcare providers to develop the campus program and detailed space plan. Program components included three clinics, shared spaces, waiting room, reception, administrative suite, provider and staff lounge, 10,000-square feet tenant space, and more.</p>

Financial proposal

Our goal is to provide a fair and competitive fee commensurate to the value we bring as real estate and workplace advisors. We recognize that managing cost is an important consideration in your selection process. The total proposed fixed fee is \$335,000, which would be billed in accordance with the schedule outlined in the RFP. In the interest of our commitment to partnering with LFUCG, we are making a substantial, one-time investment of \$95,000 to reduce our professional fees from \$430,000 to \$335,000. We hope this investment illustrates our enthusiasm to grow our business relationship with LFUCG and our confidence in our ability to deliver unmatched value on this project.

The total proposed fixed fee of \$335,000 includes a small travel budget and out-of-pocket ordinary expenses. We are budgeting for 2-3 trips to Lexington, depending on the number of participants and duration of each stay. We will work collaboratively with your project leadership to align travel around scheduled tours, key meetings and review sessions. As such, the majority of the analysis would be delivered remotely. We are flexible in how we communicate when remote, whether on MS Teams, Webex or other platforms.

We intend to dedicate \$33,500, or 10% of the total proposed fixed fee, to Kersey. Kersey is a registered WBE and DBE firm. This meets the target set forth in the RFP document and we are pleased to support LFUCG's commitment to MWDBEs and broader agenda on diversity, equity and inclusion.

Below is the requested task-based pricing with estimated hours and associated fees. Please see **Appendix B: Exceptions and key assumptions** for a full list of scope-related assumptions. The most important assumption related to our timeline is that we can receive as much data as possible prior to the official start of the engagement. We are happy to provide a data request list in advance to help guide your data collection efforts. We welcome the opportunity to review the entirety of this proposal with LFUCG and make any adjustments to best meet your needs.

Task	Labor Category	Estimated Hours	Gross Fees	Net Fees (discounted)
1. Data Gathering & Current State Understanding	Executive oversight	8	\$104,000	\$81,000
	Workstream leadership	82		
	Analyst support	184		
	Sub-total	274		
2. Programming & Space Needs Assessment	Executive oversight	8	\$147,400	\$114,900
	Workstream leadership	112		
	Analyst support	260		
	Sub-total	380		
3. Scenarios, Findings & Recommendations	Executive oversight	10	\$178,600	\$139,100
	Workstream leadership	176		
	Analyst support	320		
	Sub-total	506		
Total		1,160	\$430,000	\$335,000

06 Appendices

- ▶ A. Forms
- ▶ B. Exceptions & key assumptions
- ▶ C. Case studies
- ▶ D. Team bios
- ▶ E. Teaming partner firm profile



■ Forms

The requested forms are extracted from the respective sections in the RFP #65-2022 and included in the following pages. Please let us know if you have any questions or require any further information regarding the completed forms.

RFP Page Reference	Form Name	Notes
6-11	AMENDMENT 1 – CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT	Reviewed and signed
14-15	AFFIDAVIT	Completed and notarized
16-17	EQUAL OPPORTUNITY AGREEMENT	Reviewed and signed
18	WORKFORCE ANALYSIS FORM	The metrics on the form represent the EY's employees based in the Commonwealth of Kentucky. An additional page has been included detailing our US firmwide workforce metrics
19-20	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION	Confirmed receipt of notice and provided the firm submitting proposal information
27	LFUCG MWDBE PARTICIPATION FORM	Completed
33-36	GENERAL PROVISIONS	Exception noted regarding 12. Cancellation - refer Appendix B. Exceptions & key assumptions
37-40	RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION	Exceptions noted regarding Indemnification and Hold Harmless Provision and Insurance Requirements - edits provided within the document in yellow-highlighted blue texts, refer Appendix B. Exceptions & key assumptions ; Certificates of Liability Insurance attached

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will

take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*
13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
14. **The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”**
15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. **The undersigned certifies, to the best of his or her knowledge and belief, that:**

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

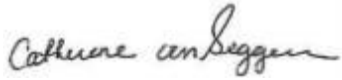
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and

subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

1/6/2023

Date

AFFIDAVIT

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

1. His/her name is Catherine von Seggern and he/she is the individual submitting the proposal or is the authorized representative of Ernst & Young LLP, 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.

Catherine von Seggern

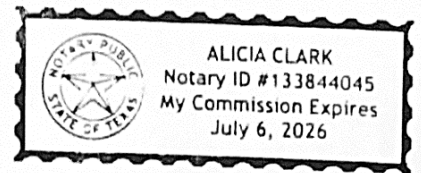
STATE OF Texas

COUNTY OF Kendall

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Catherine Von Seggern on this the 6 day
of January, 2023

My Commission expires: 7/6/2026

Alicia Clark
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

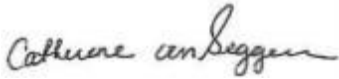
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government’s intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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



Signature

Ernst & Young LLP

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Ernst & Young LLP (Kentucky workforce)

Note: The metrics on this page represent the firm's employees based in the Commonwealth of Kentucky. For the US firmwide workforce metrics, refer to the extract from the EY US Diversity, Equity and Inclusion report in the following page.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	72	34	31	0	0	2	0	0	0	5	0	0	0	0	0	41	31
Superintendents																	
Supervisors	56	24	28	0	1	1	1	0	0	1	0	0	0	0	0	26	30
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	124	10	98	3	1	0	8	0	0	0	2	0	0	0	2	13	111
Skilled Craft																	
Service/Maintenance																	
Total:	252	68	157	3	2	3	9	0	0	6	2	0	0	0	2	80	172

Prepared by: Adam Smith, Assistant Director Date: 01 / 03 / 2023

(Name and Title)

Revised 2015-Dec-15

EY's commitment to Diversity, Equity and Inclusion (DEI)

Ernst & Young LLP (EY US) remains steadfast in our commitment to creating long-term value for our clients and living our purpose of building a better working world. With diversity, equity and inclusiveness (DEI) among our core values, we believe that a better working world is one that is fair to all people. From recruiting to internal talent practices, community investments and exceptional client service, diversity, equity and inclusiveness are critical in helping us to fulfill our purpose and spark positive change.

A people-focused mindset

EY US supports equitable opportunities for all of our people and continues to grow our diverse workforce. Over the last year, our total representation of women has remained steady with slight advancements at our senior manager and senior ranks. While overall representation of racially and ethnically diverse (R&ED) professionals has decreased by 1%, we are accelerating our progress in this area through increased focus on intentional recruiting, retention and sponsorship.

The below data extract from the latest 2022 release of the EY US Diversity, Equity and Inclusion report highlights the EY US firmwide workforce statistics for the leadership and employee workforce headcounts.

EY US LEADERSHIP | PARTNER/PRINCIPAL, MANAGING DIRECTOR AND DIRECTOR (PPMDD) HEADCOUNT | FY21 HEADCOUNT: 6,013

Race, ethnicity and gender (%)

	Black or African American	Asian	White	Hispanic or Latinx	Hawaiian or American Indian	Two or more	Undisclosed
FY21	3%	12%	79%	4%	0%	1%	1%
FY20	2%	10%	83%	4%	–	1%	–
FY19	2%	9%	84%	3%	–	1%	–

Data as of 07/31/21, 06/30/2020 and 06/30/2019. Due to rounding, data may not equal 100% in all cases. Undisclosed indicates those who selected not applicable, chose not to identify, or left the data field blank.

	Women	Men	Undisclosed
FY21	30%	69%	0%
FY20	29%	71%	–
FY19	28%	72%	–

Data as of 07/31/21, 06/30/2020 and 06/30/2019. Due to rounding, data may not equal 100% in all cases. Due to reporting system conversion, FY21 data updated to include the Undisclosed category. Undisclosed indicates those who selected not applicable, chose not to identify, or left the data field blank.

EY US WORKFORCE | EMPLOYEE WORKFORCE HEADCOUNT | FY21 HEADCOUNT: 47,527

Race, ethnicity and gender (%)

	Black or African American	Asian	White	Hispanic or Latinx	Hawaiian or American Indian	Two or more	Undisclosed
FY21	6%	24%	57%	7%	0%	3%	3%
FY20	7%	24%	59%	8%	–	2%	–
FY19	6%	24%	60%	8%	–	2%	–

Data as of 07/31/21, 06/30/2020 and 06/30/2019. Excludes partner/principals, interns and non-employees. Inclusive of Core Business Services. Undisclosed indicates those who selected not applicable, chose not to identify, or left the data field blank.

	Women	Men	Undisclosed
FY21	47%	52%	1%
FY20	47%	53%	–
FY19	46%	54%	–

Data as of 07/31/21, 06/30/2020 and 06/30/2019. Excludes partner/principals, interns and non-employees. Inclusive of Core Business Services. Due to reporting system conversion, FY21 data updated to include the Undisclosed category. Undisclosed indicates those who selected not applicable, chose not to identify, or left the data field blank.

EY US Diversity, Equity and Inclusion report

For additional details regarding our commitment to DEI and related metrics, refer the EY US Diversity, Equity and Inclusion report published in the following link:

https://www.ey.com/en_us/diversity-inclusiveness/ey-us-2022-dei-report



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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Ernst & Young LLP

Complete Address: One Manhattan West, 395 Ninth Ave. New York, NY 10001
Street City Zip

Contact Name: Catherine von Seggern Title: Managing Director

Telephone Number: (917) 608-1723 Fax Number: _____

Email address: catherine.vonseggern@ey.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 65-2022

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Kersey & Kersey, Inc. Cheryl Kersey, President 839 East Gray Street Louisville, KY 40204 (502) 583-0094 ckersey@kerseyandkersey.com	WBE, DBE	Current state baseline support, space standards recommendations, scenario development support, additional on-site support, etc.	\$33,500	10%
2.				
3.				
4.				

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

Ernst & Young LLP

Company

1/6/2023

Date

Catherine von Seggern

Company Representative

Managing Director

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

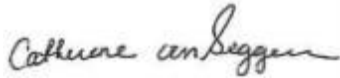
B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

1/6/2023

Date

Note: Exception noted regarding 12. Cancellation – refer [Appendix B. Exceptions & key assumptions](#)

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. **If any subcontractor is unable to maintain such insurance, Supplier's insurance will cover the gap between the subcontractor's insurance and the limits and terms of insurance required by this agreement.** 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
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional (E & O) Liability	\$1 million per claim
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms **or equivalent blanket additional insured endorsement.**

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. *(Deleted)*

Note: EY does not maintain employment practices liability insurance. This is not included in the GL for EY. EY chooses to retain this risk. For concerns related to EY's ability to pay such claims, refer EY's summary financials found at https://www.ey.com/en_us/global-review/value-realized-2021

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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

(Text deleted)

Deductibles or self-insured retentions are the sole responsibility of CONTRACTOR..

Note: EY does not disclose its risk financing strategy, including deductibles or SIR. Except for professional liability, EY does maintain deductible policies. As per the standard deductible policy form the insurer is obligated to pay the full settled claim regardless of the insurer's ability to collect the deductible from the policy owner. The credit exposure is to the insurer and not the policy owner making this request unnecessary.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

Note: EY will not allow any client to purchase insurance on EY's behalf as this will jeopardize EY's current insurance program. EY would rather the lack of evidence of insurance to be considered a breach of contract with time to remedy the situation by providing updated COIs.

00548704



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (215) 255-2000 FAX (A/C. No.): (215) 255-1893		
	E-MAIL ADDRESS:		
INSURED Ernst & Young LLP Attn.: Kathleen Sabia-Cahill 200 Plaza Drive Secaucus NJ 07094-3699 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Global Risks US Insurance Co.		35300
	INSURER B: American Casualty Co. of Reading PA		20427
	INSURER C: Transportation Insurance Co.		20494
	INSURER D: ACE American Insurance Company		22667
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570097171006 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod-Comp Op Incl in Gen'l Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US200075122B General Liability	06/01/2022	06/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25570431 Automobile - Business	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			US2000752221 Umbrella-Allianz	06/01/2022	06/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC5085005712 Workers' Compensation (A) WC5085005810 Workers' Compensation (CA)	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B					08/01/2022	08/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

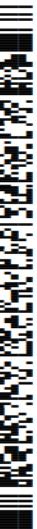
Certificate No : 570097171006

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lexington-Fayette Urban County Government is included as Additional Insureds under the General Liability and Automobile policies.

Where additional Insured status is granted and subject to the standard terms and conditions of the individual policies, coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER	CANCELLATION
Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ernst & Young LLP	
POLICY NUMBER See Certificate Number: 570097171006			
CARRIER See Certificate Number: 570097171006	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC5085005760 Workers Comp	08/01/2022	08/01/2023		



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (215) 255-2000 FAX (A/C. No.): (215) 255-1893		
	E-MAIL ADDRESS:		
INSURED Ernst & Young LLP Attn.: Kathleen Sabia-Cahill 200 Plaza Drive Secaucus NJ 07094-3699 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Global Risks US Insurance Co.		35300
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570097171318 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
A	E&O-PL-Primary			USZ00075422B Professional Indemnity	06/01/2022	06/01/2023	Limit (1) Limit (2)	\$1,000,000 \$1,000,000

Certificate No : 570097171318

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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■ Exceptions

As part of our response to the RFP, we have reviewed the terms and conditions set forth therein. While we are willing to enter into an engagement agreement based upon the proposed terms, we do have comments about certain of those terms and have set out those comments below. We have tried to be thorough but cannot guarantee we have identified all items for discussion during contracting. Our proposal to provide services is contingent on the execution of a mutually satisfactory engagement agreement between us and we expect to resolve any open items related to engagement terms to our mutual satisfaction.

GENERAL PROVISIONS

12. Cancellation - Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

INDEMNIFICATION AND HOLD HARMLESS PROVISION

We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions.

INSURANCE REQUIREMENTS

EY can meet the insurance types and limits required, however, while we can agree to commercially reasonable insurance requirements, we may need to seek certain changes to this section consistent with our firm policy on such matters.

Other matters of inclusion in the final agreement:

Disputes/Arbitration/Mediation - In the event a client views our services as having been rendered otherwise than in compliance with the agreement our approach is to enter into good faith discussions with the client to arrive at a mutually acceptable resolution of the matter. Our firm policy favors the speedy and amicable resolution of disputes through mediation and arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution.

Intellectual Property or Ownership - Our clients generally own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

Limitation of Liability - We generally limit our total aggregate liability under an Agreement to the fees paid to EY for the services under which any liability is principally alleged to arise. We generally provide that EY will not in any case be liable for consequential, incidental, indirect, punitive, or special damages, or attorney's fees.

■ Key assumptions

Our proposed activities, deliverables, timeline and associated fees assume the following:

- ▶ Project duration is 12-weeks
- ▶ LFUCG will appoint a project manager and support general project coordination, stakeholder engagement, scheduling and logistics
- ▶ Deliverables will be prepared on LFUCG letterhead; EY will not issue a branded report
- ▶ Portfolio data will be prepared and consolidated for EY prior to the start of the engagement
- ▶ EY will perform limited upfront portfolio data collection (relying on readily available data that is assumed to be reasonably accurate and comprehensive)
- ▶ Stakeholders are available for a limited number of interviews and working sessions (approximately 8-10 sessions in total) over the first few weeks of the engagement
- ▶ EY will not assess deferred maintenance or technical needs at LFUCG facilities; we are prepared to use higher-level benchmarks as estimates for our analysis or leverage any previous studies performed by the LFUCG but will not perform detailed conditions assessments as part of this scope
- ▶ LFUCG and its department leaders will provide guidance on workplace strategy assumptions (i.e., desired level of remote, hybrid, onsite work); we will advise in this area and share insights from other clients; we intend to use these key assumptions to forecast future space needs
- ▶ LFUCG department leaders will complete our space needs template in a timely manner; we will work collaboratively with the departments to answer questions and / or clarify asks
- ▶ EY will not perform any valuation or appraisal services on subject properties; we are prepared to use high-level market benchmarks and any previous appraisals completed by LFUCG if necessary; we will perform financial analysis on potential moves, adds, changes and reconfigurations
- ▶ Our analysis may leverage estimations and assumptions deemed appropriate by the EY team to supplement existing data and help assess space planning and / or portfolio opportunities
- ▶ We plan to deliver most of the work remotely; we have included a small travel budget for site visits and to attend key meetings in-person; we will collaborate with LFUCG to determine the appropriate level of onsite presence and agree to the travel schedule at the beginning of the project
- ▶ At project kickoff, the team will develop and/or align on the LFUCG brand template to utilize throughout the duration of the project for consistency. All project deliverables including the key reports will be delivered on the LFUCG developed template which will not indicate the EY brand.

Project experience

Client Name	Metropolitan Government of Nashville and Davidson County
Project Name	Real Estate Master Plan

Business Challenge

From short-lived administrations to financial stress, pandemic and uncertainty, Metro has faced several major challenges in the past few years despite a thriving Nashville real estate market and resilient local economy. Organizationally, Metro’s government is extremely decentralized, as is responsibility for the real estate portfolio. Faced with growing departments, expiring leases, poor facility conditions and remote/hybrid decisions left to individual departments, Metro engaged EY to develop a comprehensive master plan for the portfolio.

Approach

Through a multi-phased project, EY provided the client with a comprehensive understanding of their decentralized portfolio, solutions to address immediate space and parking needs, an optimized organization design to reduce duplication and enhance efficiencies and a long-term Master Plan to enable the real estate portfolio in supporting mission delivery:

- **Task 1 (Current state and immediate needs):** Performed complex financial analysis on upcoming key decisions to meet growth needs (i.e., weighing options for acquisitions, capital projects, moves and changes) across multiple scenarios.
- **Task 2a (Organization redesign):** Developed a go-forward organization design and operating model for the Department of General Services to manage a portfolio with a wide variety of asset types (beyond real estate) and promote collaboration across government.
- **Task 2b (Master Plan):** Reviewed new strategic scenarios across warehousing and logistics, mixed-use development, and compile a 10-year master plan.

Results (in progress)

- Data-driven, department-informed analysis to support the business case for critical real estate decisions that will influence Metro’s portfolio, create synergistic co-locations between departments and consolidate similar functions (e.g., centralized conference center, intentional campuses for warehousing/records/administration).
- EY worked closely with leaders across government to help align key decision makers, the administration and Council on a set of actionable strategies and tactics that will drive benefits for Metro, its citizens and its employees for many years to come.

Sample work products

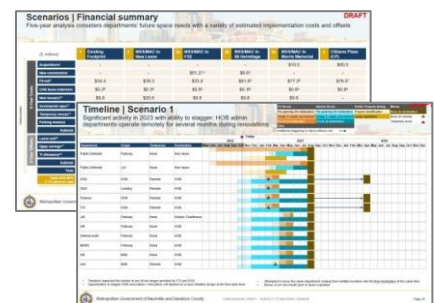
Current state assessment



Organization redesign and maturity benchmarking



Financial analysis and timeline



Project experience (cont'd)

Client Name	Massachusetts Bay Transportation Authority (MBTA)
Project Name	Future of Work Strategy Development & Implementation

Business Challenge

A public transit agency for a major Metropolitan area sought to develop a holistic Future of Work (FoW) strategy to enhance its culture, support mission needs and reflect core values. With COVID-19 as a catalyst, the client engaged EY in early 2021 to define the FoW business framework and space strategy for its headquarters, considering future hybrid working needs and expectations. After developing the FoW strategy, EY supported with implementation, addressing training and change management, facilitation of workforce schedule determinations aligned with the personas, and phased implementation of return-to-office space plans for headquarters and reconfiguration recommendations for additional key buildings.

Approach

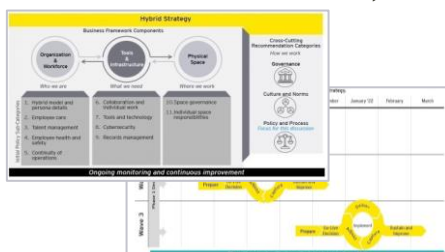
- ▶ **Phase 1 (FoW Strategy Development):** Performed current state assessment; developed eight workstyle personas and analyzed employee segmentation; conducted space planning analysis for headquarters; developed space reconfiguration recommendations including high-level departmental neighborhood plans; consolidated business framework with recommendations for policy, guidance and training; developed an integrated implementation roadmap and agile wave approach for return-to-office
- ▶ **Phase 2 (FoW Implementation Support):** Created a comprehensive change management plan and culture strategy to promote shift to hybrid working; developed a series of six trainings to educate the FoW vision, policy changes, space changes and expectations; coordinated with department leads and project architects to implement headquarters' space reconfiguration plans; conducted space needs assessment and developed space strategies for additional key buildings to operationalize FoW vision

Results

- ▶ Addressed complexities of differing employee needs in an organization with admin and field employees
- ▶ Fostered a commitment to data-driven decision-making through process that incorporate quantitative insights bolstered with qualitative information collected on strategic objectives and work needs
- ▶ Developed new space standards and high-level reconfiguration plans for key buildings by aligning the space strategy with the hybrid work model and space needs assessment based on persona segmentation
- ▶ Recommended reconfiguration of three key buildings totaling ~400k SF with increased collaboration spaces
- ▶ Identified ~30% of current footprint available for growth due to space freed up from adoption of hybrid working
- ▶ Enabled organizational alignment for FoW vision through engagement with committees and governance and co-creation of the FoW strategy

Sample work products

Business framework and roadmap



Space planning



Hybrid workplace training



Project experience (cont'd)

Client Name	City of Baltimore
Project Name	Future of Work Workplace Pilot

Business Challenge

The client is exploring new ways of working for its staff and leadership. After going fully remote due to the pandemic, the City looked at shifts in hybrid working culture, occupancy, and real estate optimization. It sought to understand how it may embrace these changes and implement a Future of Work strategy. The City retained EY to assess its workforce, evaluate its Downtown campus real estate, and explore new space plans to help plan a "Pilot" program that would allow the City to test whether its employees could embrace a hybrid work environment.

Approach

- ▶ EY identified several coworking locations for the Pilot. These locations would be reservable and available to all employees of participating Pilot agencies, providing another level of flexibility and showcasing another type of working environment. Importantly, the City has an opportunity to use several of its neighborhood multipurpose centers as coworking locations. These locations are an opportunity to provide City employees with a means of securing an office locations to work in without the need to come Downtown. These locations can potentially serve up to 280 employees, assuming a 5:1 desk sharing ratio. In addition, EY has allocated coworking spaces in various locations, which can potentially serve up to 360 employees.

Sample work products



Services delivered include:

- ▶ **Discover:** EY assessed 1.3m SF in the City's downtown portfolio to identify suitable space for the future of work pilot. In addition, EY interviewed every major City agency and further engaged with shortlisted agencies to understand their work profiles and department culture.
- ▶ **Design:** EY developed a space planning model that accounted for agency-specific seat-sharing ratios and special space needs to account for the required amount of space in the pilot. EY also advised the City on change management, communications, and IT reservation systems.
- ▶ **Deploy:** A detailed workplan and implementation playbook was created to outline each step in the set up and execution of the Future of Work Pilot.

Results

- ▶ -50% Estimated average space reduction/agency
- ▶ Improved employee experience, supporting productivity gains and talent attraction / retention strategy
- ▶ -40% Estimated operating cost reduction on a 5YR NPV basis for the overall downtown portfolio

Proposed Team Member Experience



Name	Catherine von Seggern
Title / Position	Managing Director, Real Estate Advisory
Project Role	Engagement Executive
Education	B.S., International Business & Marketing, New York University Master in Real Estate, Cornell University
Professional License	MRICS, CoreNet Global

Summary

Catherine co-leads EY's Real Estate Advisory team and brings more than 20 years of real estate knowledge relating to effective project management, portfolio strategy, and cost and budget experience. She has advised many clients who have prepared or implemented a Future of Work real estate footprint.

Relevant Experience

- ▶ Engagement executive on EY's Real Estate Master Planning engagements for the **Metropolitan Government of Nashville and Davidson County** and the **State of Tennessee's Real Estate Asset Management (STREAM) division of the Department of General Services**. Responsible for EY's relationship with both clients, overseeing real estate analysis and collaboration with senior-level leaders across government.
- ▶ Engagement leader for a project in which the firm was engaged by a **large healthcare not-for-profit** to assess the future space requirements using headcount projections of the organization over the next several years and to assist in the development of a plan to address the demand through alternative workplace strategies. Identified project savings of \$30M over 10 years with an accommodation of 460k additional square feet into the portfolio.
- ▶ Led assessment of current operations, benchmarking of key metrics and practices for identifying opportunities for improvement around service delivery, integration of functions and governance for a **global luxury specialty retailer**. Identified multiple opportunities for improvement related to the client's processes around capital planning, deal analytics, strategy, store design formats, financial controls and procurement and construction, technology platforms, staffing model and client/brand engagement. Developed business case highlighting specific opportunities for improvement in people, process and technology to enhance the current organization and governance structure with a projected net present value of \$69M-\$79M in savings over 5 years.
- ▶ Global leader in Content Delivery Network (CDN) services, engaged EY to develop a Future of Work strategy and global remote work program to reimagine and successfully integrate people, space and technology. The project included an assessment of the current state of the organization, workforce and workplace. Developed recommendations on how their global Real Estate footprint can drive up to \$20M+ in annual cost savings and better support future objectives

Proposed Team Member Experience (cont'd)



Name	Cheryl Creech Kersey
Title / Position	President, Principal Architect - Kersey & Kersey Architects
Project Role	Design Executive
Education	Bachelor of Architecture, University of Kentucky B.S., Interior Design, University of Louisville
Professional License	N.C.A.R.B. National Certification - 54,074 State Architectural Registrations Kentucky - #4990 Kentucky - Certified Interior Designer - #0148CID Indiana - #AR10900048 Indiana - Registered Interior Designer - #RID00126 Leadership in Energy & Environmental Design Accredited Professional (LEED AP) Post Disaster Safety Assessment Program (SAP) Certified Evaluator

Summary	Ms. Kersey has, for over 36 years, developed her career to balance her strong professional background in architecture, design and construction, with her efforts to improve her community through a variety of charitable and volunteer programs and activities. As President, she believes that the greater service to the community is to balance one's professional expertise with social responsibility.
Affiliations / Community Service	<ul style="list-style-type: none"> ▶ American Institute of Architects - Kentucky & Central Kentucky Chapters ▶ National Counsel of Architectural Registration Boards (NCARB) ▶ Commonwealth of Kentucky - High Performance Buildings Advisory Committee - 2012-present, Chair - Youth and Education Committee - 2016-present ▶ ACE (Architecture/Construction/Engineering) Board Member, Team Leader, Mentor
Relevant Experience	<ul style="list-style-type: none"> ▶ Lextran - On-Call A&E Service Contract - Lexington, Kentucky ▶ Lextran - Comprehensive Operational Analysis - Lexington, Kentucky ▶ Lextran - Transit Center Renovation, Electric Bus Storage Canopy, Bus Stop Improvements - Lexington, Kentucky ▶ Blue Grass Airport Mothers Suite Improvements - Lexington, Kentucky ▶ 330 Newtown Apartments & Mixed-Use Development - Lexington, Kentucky ▶ University of Kentucky - On-Call Architectural Services - Lexington, Kentucky ▶ Commonwealth of Kentucky On-Call Architectural & Interior Design Services-Statewide ▶ Transit Authority of River City (TARC) On-Call A&E Services - Louisville, Kentucky ▶ Louisville Regional Airport Authority On-Call Architectural Services - Louisville, Kentucky ▶ Kentucky Air National Guard - Louisville, Kentucky ▶ Grace Healthcare Campus - Corbin, Kentucky ▶ AC Marriott - Hotel Nulu - Louisville, Kentucky

Proposed Team Member Experience (cont'd)



Name	Marc Held
Title / Position	Senior Manager, Real Estate Advisory
Project Role	Engagement Manager
Education	B.A., Finance & Economics, The George Washington University
Professional License	Project Management Professional (PMP), CoreNet Global

Summary

Marc is a Senior Manager in EY's Real Estate Advisory practice. He has 15 years of real estate strategy and operations experience, primarily focusing on government and public sector clients. Marc has led numerous strategy and master planning engagement for state and local clients. He is also a solution leader for EY's Future of Work campaign, advising on workplace reimaged solutions for government clients. Marc is a certified Project Management Professional (PMP) and guest lecturer at New York University's Schack Institute of Real Estate. He is an active member of CoreNet Global (Global Association for Corporate Real Estate) and the National Association of State Chief Administrators (NASCA).

Relevant Experience

- ▶ Project Manager on real estate strategy engagements for the **Metropolitan Government of Nashville and Davidson County** and the **TN Department of Children's Services**. Marc is leading analysis of space needs, facility investments, moves, adds and changes to accomplish various mission objectives.
- ▶ Project Manager on EY's real estate master planning engagement for the **State of Tennessee's Real Estate Asset Management (STREAM)** organization. Marc led strategic scenario analysis, highest & best use analysis and comprehensive financial modeling supporting a future vision for the rapidly expanding counties of Middle Tennessee (over 10m SF). Marc and his team are currently working on Phase II, an expanded scope studying strategic opportunities in East and West Tennessee.
- ▶ Project Manager on workplace strategy engagement for the **Massachusetts Bay Transportation Authority (MBTA)**. Marc led workplace strategy development and occupancy planning analysis for major downtown office buildings in Boston, MA in addition to operations facilities. The EY project also delivered a comprehensive employee survey, persona analysis for future working styles, hybrid working training and policy revisions.
- ▶ Project Manager on footprint optimization projects for multiple **Massachusetts Quasi-Government Agencies**. Marc led integrated portfolio analysis and workplace strategy, seeking opportunities to reduce footprint in expensive leased locations.
- ▶ Project Manager for **State of North Dakota's Office of Management and Budget** real estate centralization strategy. Marc's team advised on real estate centralization opportunities and performed significant portfolio data analysis. Data was collected from tenant agencies and a new facilities funding / rent model was designed.
- ▶ Project Manager on real property accountability project for the **U.S. Army's Installation Management Command (IMCOM)**. Marc's team designed a future operating model for IMCOM post audit-readiness to improve real property data capture and reporting.

Proposed Team Member Experience (cont'd)



Name	Emily Summers
Title / Position	Manager, Real Estate Advisory
Project Role	Programming & Space Needs Lead
Education	B.S., Industrial & Operations Engineering, University of Michigan
Professional License	Certified Commercial Real Estate Investment Member (CCIM)

Summary

Emily Summers is a Manager in the Real Estate Advisory practice. Prior to joining EY, she spent 15 years at ExxonMobil leading organizations focused on Strategy and Corporate Real Estate. Emily's diverse set of industry experiences encompass strategy, commercial real estate outsourcing and organizational design, data analytics and program management which developed her unique ability to analyze highly complex topics and build tangible and actionable solutions. She managed the divestments of multiple high profile commercial properties valued over \$250M, designed and implemented global footprint optimization strategies on a 4 million square foot portfolio and led numerous economic evaluations.

Relevant Experience

- ▶ As the delivery lead for the **Metropolitan Government of Nashville and Davidson County**, Emily consolidated project learnings, data analysis and industry benchmarking to provide a comprehensive comparison of several strategic scenarios that address immediate space and parking needs. She supported high-level feasibility analysis on qualitative factors influencing each scenario for the client's consideration and delivered the final presentation for stakeholder decision-making. Emily guided a team of analysts to ensure high quality and on-time delivery of milestones to enable Metro's incorporation into the annual budgeting and forecasting process.
- ▶ As the delivery lead for the **State of Tennessee's Real Estate Asset Management (STREAM)** Phase II initiative, Emily was responsible for the day-to-day progression of the project. Emily ensured clear communication between the project team and client stakeholders, detailed follow-up and alignment and completion of all milestones and deliverables on-time.
- ▶ As the Americas Facilities Portfolio Manager at ExxonMobil, 1) Emily was responsible for the oversight of 7MSF of industrial and commercial facilities operations and 100 facilities projects; 2) she successfully led a multinational organization spanning 5 countries with over 1000 employees and contractor personnel including stewardship of safety, controls and an annual budget of \$225M; and 3) structured the organization to optimize use of resources and maximize efficiency and effectiveness.
- ▶ As a Strategy Manager at ExxonMobil, 1) Emily led the development of a 2030 retail strategy for a \$1B business; analyzing previous strategic decisions, evolving market dynamics and increasing competitive intensity to convey need for market responsiveness and driving alignment among leadership on critical decisions for future growth and resiliency; 2) she helped establish long term strategies to drive growth within the retail fuels industry.

Proposed Team Member Experience (cont'd)



Name	Sarah Lee
Title / Position	Manager, Corporate Real Estate
Project Role	Scenarios & Analysis Lead
Education	B.S. (Hons), Design & Environmental Analysis, Cornell University M.S., Facility Planning & Management, Cornell University
Professional License	LEED AP Building Design + Construction (BD+C) WELL AP

Summary

Sarah is a Manager in EY's Corporate Real Estate practice and is based in the firm's New York office. She has over six years of corporate real estate and workplace consulting experience, primarily focusing on portfolio strategy, facilities planning, occupancy cost reduction and outsourcing, and workplace transformation. She is recognized as a thought leader in the workplace field and published a multi-cited research on coworking space design. Sarah is experienced in sustainable and healthy building practices and holds LEED AP BD+C and WELL AP credentials. She is an active member of International Facility Management Association (IFMA) and Environmental Design Research Association (EDRA).

Relevant Experience

- ▶ Real estate master planning for the **State of Tennessee's Real Estate Asset Management (STREAM)** organization. Developed a 10-year master plan for the state's portfolio of 10M SF and identified over \$100M in 10-year net impact savings. Led the alternative workplace solutions (AWS) visioning sessions with key stakeholders and facilitated discussions on the real estate implications of AWS. Key activities: portfolio analysis, headcount modeling and relocation assessment, strategic scenario analysis, financial modeling.
- ▶ Future of Work (FoW) strategy and implementation support for the **Massachusetts Bay Transportation Authority (MBTA)**. Developed a holistic FoW business framework and space strategy with focus on headquarters of 150k SF supporting 1k FTEs in 30+ departments and additional operations buildings totaling 50k SF supporting 200 FTEs. Key activities: workforce survey and persona analysis, space planning, workplace change management and training, business case development, stakeholder alignment.
- ▶ Business transformation and alternative workplace strategies (AWS) program development for a **quasi-government housing finance agency**. Developed a long-term AWS program across key governing pillars such as governance & policies, real estate & workplace, process improvement, technology, and employee wellness. Led the departmental employee segmentation and space needs analysis, identifying cost-saving opportunities for reduced real estate needs from the agency's office lease.
- ▶ Real estate and facilities management sourcing strategy for a **global building systems manufacturer**. Developed current state facilities spend baseline for the client's global portfolio of 35M SF and supported RFP development. Helped identify a net benefit of \$50M for the 5-year contract award through bid-leveling and final vendor selection process.
- ▶ Workplace transformation for a **major beverage distributor**. Developed a workplace playbook and implementation roadmap with recommendations for real estate portfolio consolidation and cost savings.

Proposed Team Member Experience (cont'd)



Name	Alan Bond
Title / Position	Senior Associate, Corporate Real Estate
Project Role	Senior Analyst
Education	Bachelor in Political Science, Trinity College
Professional License	ULI Real Estate Associate Program Certification Recipient Qualified Professional in Real Estate Certification Recipient

Summary

Alan is a Senior Associate in the Corporate Real Estate practice within Ernst & Young LLP's Strategy and Transactions business joining in 2020. Over 3 years Alan has focused on both the public & private sectors working on site selection, portfolio management, project management, audit assistance, facilities management and other areas. Prior to joining EY, Alan came from Winston & Strawn LLP where he was a Real Estate Project Assistant in the Real Estate group for two years. Where he provided support on Mezzanine and Mortgage Loan transactions to Attorneys on a national level.

Relevant Experience

- ▶ Alan provided facility review and employee surveying services to the **City of Baltimore** during its hybrid work model Pilot. A hybrid work model was used for selecting employees across several departments. Upon the Pilot's completion, the employee pool was surveyed for potential system improvements. Alan worked together with City employees at varying levels to ensure the most optimal pilot was provided to the City's employees.
- ▶ Alan Supported the **Federal City Council of the District of Columbia** with a comprehensive review of the Districts Real Estate footprint. Combined with market insights and benchmarks and data provided by the Council, EY provided a comprehensive report on the potential future of the Districts Real Estate market in all facets. The report was also inclusive of all Wards within the District of Columbia.
- ▶ As the Lead Project Manager for a **national restaurant chain** supporting its implementation of a new business model and additional facilities. Alan worked directly with company leadership at various levels to complete project tasks, provide executives with day-to-day progress across five workstreams including Procurement, IT (Information Technology), Facilities Management, Talent, and Safety & Quality Assurance.
- ▶ During his time at EY Alan has worked alongside several leading lending institutions and investment companies/groups. He has conducted audit assistance on appraisals, loan calculations and restructuring of defaulted loan facilities.
- ▶ As a paralegal, Alan provided transactional assistance to major lending institutions regarding senior and mezzanine loans to finance commercial, residential, and mixed-use properties. Additionally, supporting Attorneys with loan figure calculation and language review, Alan played an integral part in loan transactions.

Proposed Team Member Experience (cont'd)



Name	Aaron M. Smith
Title / Position	Project Architect - Kersey & Kersey Architects
Project Role	Senior Analyst
Education	Bachelor of Architecture, University of Kentucky
Professional License	N.C.A.R.B. Certification - Kentucky #7925

Summary

Throughout his career in Architecture, Mr. Smith has served as a project manager and project architect on a variety of project types. These include; Multi-Family Housing, Hospitality, Transportation and other commercial related facilities. Mr. Smith is also active as a Mentor/Leader with several youth organizations in the community.

Affiliations /
Community
Service

- ▶ American Institute of Architects - Kentucky and Central Kentucky
- ▶ Chapters - ACE (Architecture/Construction/Engineering) - Louisville, Mentor - Highland Baptist Church - Youth Leader
- ▶ Mattingly Edge - Volunteer (organization which helps those with disabilities integrate into the community)

Project
Experience

- ▶ Lextran - On-Call A&E Services - Lexington, Kentucky
- ▶ Lextran - Transit Center Renovation - Lexington, Kentucky
- ▶ Lextran - Electric Bus Canopy - Lexington, Kentucky
- ▶ Bluegrass Airport, Mothers Suite - Lexington Kentucky
- ▶ TARC - On-Call A&E Services - Louisville, Kentucky
- ▶ TARC - Transportation and Operations Restrooms Renovation - Louisville, Kentucky -
TARC - Union Station Atrium Renovation - Louisville, Kentucky
- ▶ Louisville Regional Airport Authority - ACTIV/Secure Project - Louisville, Kentucky
- ▶ Louisville Regional Airport Authority - Mother's Room - Louisville, Kentucky
- ▶ AC Marriott - Hotel NuLu - Louisville, Kentucky

Proposed Team Member Experience (cont'd)



Name	Genevieve Hanson
Title / Position	Principal, Corporate Real Estate
Project Role	Government real estate SMR
Education	B.A., International Relations, William and Mary Master of Business Administration, University of Chicago

Summary

Genevieve is a principal in the Corporate Real Estate, Government & Public-Sector practice within Transaction Advisory Services. She has over 15 years overseeing real estate transactions and assets valued at over \$6 billion, including activities such as planning, entitlements, strategy, operations re-engineering, developing business cases, and design construction and disposition. In addition, Genevieve has more than 10 years' experience as a strategy and operations consultant.

Relevant Experience

- ▶ For **Department of Veterans Affairs**, led a small team to develop a real estate portfolio plan that assessed the location, cost, and utilization of federal and leased space in the greater Denver Market, composed of 2.7m USF across 40 locations. Work included baselining organizational footprints; patient growth projections; and conducting cost-benefit analysis of multiple options to reuse, dispose, exchange, and/or lease properties over a 15-year period. Also, led a real estate support contract that included lease compliance, land acquisition and disposition, land closing coordination, historic reuse/out lease, lease execution, communications, training and project tracking.
- ▶ For **U.S. Army Corps of Engineers' Real Estate Branch**, managed a four-year, \$40m to provide land acquisition services for thousands of properties. Scope included title commitments, land mapping, appraisals, surveys, negotiations, escrow support, land research, eminent domain and relocation.
- ▶ As an associate deputy assistant secretary at the **U.S. Department of Health & Human Services**, oversaw real estate policy and capital planning for over 54.3m square feet of office, laboratory, and warehouse assets and 225,000 personal property assets, valued at nearly \$1.5b. Scope included project management, facilities operations and maintenance, federal and leasing space planning, acquisition, design, construction, disposition, sustainability and medical supply order fulfillment. Achieved rent savings of \$13.7m annually and space reduction of 381,790 square feet across six office locations, as well as secured \$50m in GSA loans to consolidate offices.
- ▶ While at the **U.S. Department of General Services Administration** and the District of Columbia's Deputy Mayor's Office for Planning and Economic Development, managed the strategy, feasibility/financial analysis, zoning, community engagement, solicitations, and deal structure for large-scale real estate acquisitions and dispositions. Projects included 150-acre St. Elizabeth's East Campus, 50-acre Hill East Redevelopment Site and 21-acre Federal Triangle South.

Proposed Team Member Experience (cont'd)



Name	Brian Woods
Title / Position	Managing Director, People Advisory
Project Role	Workforce & change management SMR
Education	B.A., History and African/American Studies, Emory University Master of Public Administration, Syracuse University

Summary

Brian is an experienced organizational change management (OCM), communication, and talent strategy specialist with 25 years of enterprise-wide transformation experience. He has supported nearly 80 engagements to date in state and local governments, non-profits and private organizations, and he currently leads US state and local market development for PAS. Brian has collaborated with clients in multiple industries in the design and deployment of innovative, tangible “people” solutions for complex regional, national, and global process and technology improvement initiatives. He has spent over 6 years working for the State of Florida, where he has been directly responsible for facilitating OCM capability building and delivery execution to help agencies and citizens navigate new ways of working while achieving long term change adoption success. He has also led and facilitated client engagement efforts in England, Scotland, France, Germany, Scotland, Singapore and Mexico.

Relevant Experience

- ▶ **State Department of Financial Services (DFS):** Served as lead OCM senior consultant responsible for developing an OCM strategy and communication plan prior to initiation of the Florida PALM project’s Design, Development and Implementation (DDI). Within this role he co-developed over 25 major deliverables and delivered OCM knowledge transfer content for Executive Sponsors and Project Leadership on creating a case for change, confirming change impacts, analyzing stakeholders, determining business readiness and establishing a change network to mitigate potential resistance. In his role he also sponsored development of a 12-part training program on social and emotional intelligence for the project’s Readiness Coordinators.
- ▶ **State Department of Transportation (DOT):** Provided OCM strategic direction for two parallel, multiyear organizational transformation initiatives. Collaborated with executive sponsors and key stakeholders on efforts to establish an enterprise change management framework and design and internal organizational change management office (CMO). Provided a framework for evaluating change effectiveness across nearly 30 large IT projects and supported determination of quarterly and yearly goals to measure progress against change capability growth targets.
- ▶ **Early Learning Coalition:** Led development of an organizational assessment, including analysis of current financial processes coupled with culture improvement opportunities. EY’s assessment provided actionable recommendations to enable the ELC to improve its ability to achieve its mission while enhancing the work experience for its staff.

Proposed Team Member Experience (cont'd)



Name	Ed Zuercher
Title / Position	Managing Director, Government & Public Sector
Project Role	City & municipal operations SMR
Education	Bachelor of Arts, Goshen College Master of Public Administration, University of Kansas

Summary

Ed joined Ernst & Young LLP (EY US) as a managing director with the Government & Public Sector team in 2022 to focus on local government engagement across EY US/GPS offerings. With EY US, he is committed to the success of American local government – the form of government that is closest to the people. Prior to joining EY US, he served eight years as city manager of Phoenix, Arizona, the nation's fifth-largest and fastest-growing big city. As the chief administrative officer, he reported to the mayor and city council, overseeing daily operations of 15,000 city employees and a \$5.6 billion annual budget. Phoenix is a full-service city, providing public safety and courts, water and sewer, solid waste and recycling, airports, convention center, transit, planning and permitting, public housing authority, homeless services and other basic services.

Relevant Experience

- ▶ Government Executive Lead in EY's Government & Public Sector Local government practice since May 2022. Developing local government strategy and providing strategic advice on municipal operations across the United States.
- ▶ **City Manager, City of Phoenix** - Chief administrative officer of Phoenix, overseeing daily operations of 15,000 employees with seven employee unions and a \$5.6 billion budget. Responsible to the mayor and city council for city operations, including public safety, water, sewer, solid waste collection and recycling, airport, convention center, public housing authority, planning and zoning streets, transit and basic services for 1.7 million residents. Hiring authority of all city departments and functions. Successfully negotiated \$235 million renovation of Phoenix Suns arena in 2018. Retired in October 2021.
- ▶ Ed oversaw a citywide review of property holdings in 2015 and an overhaul of building maintenance management in 2018. In 2021, he directed the City's acquisition of a 500,000 square foot vacant office tower adjacent to City Hall to replace the obsolete Phoenix Police headquarters complex, saving over \$100 million in projected replacement costs.

Proposed Team Member Experience (cont'd)



Name	Gabriel Sanders
Title / Position	Managing Director, Government & Public Sector
Project Role	Kentucky state and local government SMR
Education	Western Illinois University
Government Experience	Former Deputy Director at the Illinois Department of Commerce and Economic Opportunity

Summary

Gabe is the Kentucky Public Sector Executive, who is a former government official focused on economic development. He has extensive experience leading EY teams delivering highly complex and multifaceted engagements in the public sector. He also oversees all projects for the Commonwealth of Kentucky, along with several other Midwest states. He is closely aligned with firm leadership and service delivery teams to provide seamless service and complete satisfaction with the firm's efforts on behalf of government entities.

Relevant Experience

- ▶ Gabe is responsible for overall client satisfaction, communication and coordination of multifunctional resources within the firm as it relates to serving the Commonwealth of Kentucky and the Cabinets and Departments within Kentucky government.
- ▶ He currently leads or has led complex engagements at Kentucky government entities, including, but not limited to, the University of Louisville, Kentucky Labor Cabinet, and the University of Kentucky.

■ Kersey and Kersey Architects: Firm Profile

KERSEY AND KERSEY ARCHITECTS



Kersey and Kersey Architects is the evolution of an architectural practice that extends back over 31 years. The present firm maintains a diverse architecture and urban design practice that includes large-scale planning, site and landscape design as well as building and interior design. The firm maintains offices in Louisville and Lexington, Kentucky and another outside Madison, Indiana.

The history of the present firm includes its certification in 1992 as a Woman-owned Business Enterprise. There are two principals: Cheryl Kersey, President and Steven Kersey, Vice President. With professional experience in a broad spectrum of services and project types that includes commercial, educational, healthcare, hospitality, residential, transportation, correctional, military, governmental, institutional and more; their foundation for sustained growth and expansion is well established.

Cheryl Creech Kersey, the firm's President, is a registered architect, certified interior designer and a LEED accredited professional holding degrees in both Architecture and Interior Design. She manages daily operations of the firm as well as all aspects of project management for her clients including comprehensive design and construction administration services. She is also involved in a number of volunteer and philanthropic organizations.

Steven Kersey is the firm's Vice President. He is directly responsible to his clients for total project delivery. Mr. Kersey holds two professional degrees in Architecture, including a Master of Architecture from Harvard University. He has extensive experience in large-scale design and planning projects, including urban design, including complex, mixed use projects throughout the US and abroad. Design and Development within the public realm has been a focus throughout his career. Mr. Kersey also managed the firm's office in Bangalore, India until 1995.

Combining their experience in historical projects including preservation, adaptive reuse additions and rehabilitation, with their experience in project development, KERSEY AND KERSEY ARCHITECTS has successfully worked with State Historic Preservation Offices, and the National Park Service, for nomination and preservation of historic resources.

Comprehensive professional design and project management services provide integrated project delivery. With an accumulated project experience history exceeding \$10 billion in design and construction value to date, the firm offers unmatched depth of resources upon which to draw for their clients. The Firm has received numerous awards and accolades for its work over the years and enjoys variety in its extensive portfolio of work in the public sector.

Kersey and Kersey Architects' work within the public realm is well established, designing complex projects and working with a range of financing and underwriting agencies and institutions including conventional lenders (banks) as well as unconventional funding sources including HUD, ARC, USDA, FHLB, EB5, TIF, LIHTC, HTC, NMTC and many more. Providing consulting services to lenders and investors, as well as development services including feasibility, financing, site selection and comprehensive development risk assessment, the firm thrives on opportunities to design and construct complex projects.

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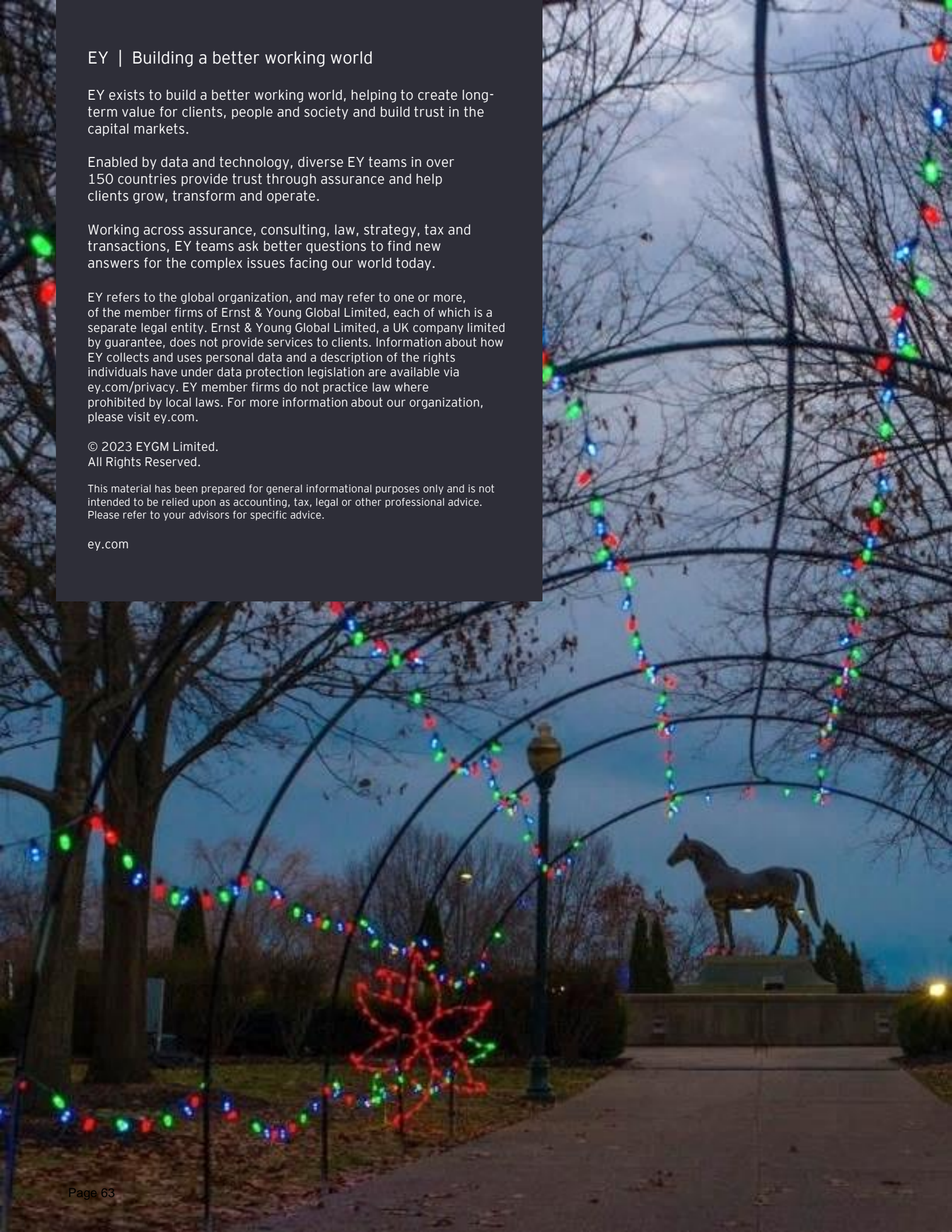


EXHIBIT "D"

Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any Ernst & Young audit client.

The mediator shall conduct the mediation as he or she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute may be settled by court action as provided in Section 18 of the Purchase of Service Agreement.