

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 27 - Feb, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Tetra Tech, Inc., 424 Lewis Hargett Circle, Suite 110, Lexington, Kentucky 40503 (**CONSULTANT**). **OWNER** intends to proceed with the Climate Pollution Reduction Planning (Comprehensive Climate Action Plan) Consulting Services as described in the attached Exhibit A, "**RFP #1-2024.**"

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, environmental, structural, mechanical, electrical, and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "**Consultant for Climate Pollution Reduction Planning RFP #1-2024**", and attached Exhibit C the "**Proposal of Engineering Services and Related Matters**" (the **CONSULTANT's** response to **RFP #1-2024**).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT B**, then **EXHIBIT A**, and then **EXHIBIT C**.

- 1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4.** The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies

(hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to

transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached **EXHIBIT C** "Proposal of Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue a purchase order for in the amount of \$505,000 for work performed under this Agreement by **CONSULTANT** or its sub-consultant/s per **EXHIBIT C**.

5.2. Times of Payment

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.
- 6.3.4. The **CONSULTANT** understands that this Agreement is being paid in whole or in part by a federal grant (02D55923) awarded to the **OWNER** by the Environmental Protection Agency. The Grant Agreement is attached hereto and incorporated herein by reference as **EXHIBIT B**.

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of

Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for five(5) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements, and **CONSULTANT** agrees to indemnify **OWNER**, as provided in Section 6.9.2. due to **CONSULTANT**'s failure to maintain records as required by this Section.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using

attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

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

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 **OWNER** in order to protect **OWNER** 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 **CONSULTANT**. The cost of such insurance shall be included in any proposal:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** 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.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. 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.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including endorsements.

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Andy Webster, as the duly authorized representative for and on behalf of tetutech Inc, on this the 27th day of February, 2024.

My commission expires: 5-16-2024.

Michael C. Nolta
NOTARY PUBLIC

MICHAEL C. NOLTA
Notary Public, State of Michigan
County of Wayne
My Commission Expires 5-16-2024
Acting County of Washington

EXHIBIT A

REQUEST FOR PROPOSALS FOR

CONSULTANT FOR CLIMATE POLLUTION REDUCTION PLANNING

RFP #1-2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2024 Consultant for Climate Pollution Reduction Planning** 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 23, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(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

Date

SELECTION CRITERIA:

Selection Criteria.

1. Demonstrated familiarity and understanding of the project as conveyed via the submitted proposal, including project schedule and budget, as well as demonstrated understanding of EPA's expectations as conveyed in the proposal (25 points)
2. Specialized experience and technical competence in the types of services required (climate action planning, GHG inventories, stakeholder and community engagement, etc.) (25 points)
3. Effectiveness of the individual or firm in creating and implementing marketing and communications strategies and approaches, including the ability to reach and appeal to diverse audiences per EPA definition (20 points)
4. The past record and 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 (15 points)
5. A comprehensive and detailed listing all costs, fees, and reimbursable fees to be incurred as part of the individual's or firm's work (10 points)
6. Degree of local employment (5 points)

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

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

Affirmative Action Plan

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

We have compiled the list below to help you locate certified 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@nwvoc.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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

RFP #1-2024
REQUEST FOR PROPOSALS
COMPREHENSIVE CLIMATE ACTION PLAN

SECTION I
SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The Lexington-Fayette County Metropolitan Statistical Area (MSA) was recently awarded a Climate Pollution Reduction Grant (CPRG) from the United States (US) Environmental Protection Agency (EPA). The CPRG will allow the region to develop local greenhouse gas reduction strategies. By developing regional Climate Action Plans (CAPs) through this EPA grant, the MSA will become eligible to apply for \$4.6 billion of competitive grant funding that will allow for the implementation of GHG reduction programs, policies, projects, and measures (collectively referred to as “GHG reduction measures,” or “measures”) identified in a Priority Climate Action Plan developed under a CPRG planning grant.

As of the 2020 census, the Lexington-Fayette County metropolitan area population was 516,811. It was the 109th largest MSA in the United States and is comprised of the six-county area of Bourbon, Clark, Fayette, Jessamine, Scott, and Woodford counties. As the largest municipality in the MSA, the Lexington-Fayette Urban County Government (LFUCG) is designated as the lead agency to oversee and be responsible for the management of the grant funds, activities, and deliverables.



2. PROJECT DESCRIPTION

On behalf of the Lexington-Fayette County MSA, the Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from professional consultants to serve as the primary manager of the Climate Pollution Reduction Planning Grant responsible for implementation of this project by completing the following activities:

- Develop a Comprehensive Climate Action Plan (CCAP) to help advance sustainability;
- Develop a comprehensive greenhouse gas emissions inventory “GHG inventory” for the Lexington-Fayette Co. MSA building off the 2021 community-wide Lexington-Fayette Co. GHG Inventory and the simplified GHG inventory developed for the Priority Climate Action Plan (PCAP);
- Finalize target reductions and options for reducing emissions within each sector building off the voluntary reduction measures included in the PCAP;
- Compute refined estimates or ranges of estimates for reductions achievable under each option;
- Develop refined uncertainty analyses for each option’s emissions reduction estimate;
- Perform extensive stakeholder outreach, community engagement, and cross-sector coordination between the six (6) counties in the MSA;

- Continue focused efforts to achieve GHG reductions in low-income and disadvantaged communities, as identified in the PCAP, including efforts for continued meaningful engagement with the communities; and
- Present these analyses and options in technical reports and presentations with transparent, easy-to-understand data that are consistent with the deliverables required under the Climate Pollution Reduction Planning Grants.

Throughout this entire project, the Consultant will be expected to provide overall project management, quality control/quality assurance, data organization, GHG emissions calculations, analysis of GHG inventory results, and Climate Action Plans, with oversight, guidance, and input from the Project Team which will include members from the lead organization (LFUCG staff), and key city and county representatives from the MSA (region).

Note that due to the early deadlines stipulated for the Quality Assurance Project Plan (QAPP) and PCAP, LFUCG procured the development of those deliverables under the policy allowing for professional services under \$40,000 to be obtained without a formal RFP. The QAPP and PCAP, along with the data used to develop those documents, will be provided to the Consultant selected via this RFP.

3. RFP AND SUBMISSION INFORMATION

The anticipated timeline for the CPRG RFP process and project completion follows below:

- **RFP Release:** 1/2/2024
- **Question Submission Deadline:** 1/12/2024
- **Proposal Submission Deadline:** 1/23/2024 2:00 p.m.
- **Consultant Interviews** (if needed): Week of 2/5/2024
- **Consultant Selected** (target): Week of 2/5/2024
- **Council Approval:** March 2024
- **Project Kickoff** (target): March 2024
- **Comprehensive GHG Inventory Completion** (target): May 2025
- **Comprehensive Climate Action Plan Completion** (target): May 2025

4. SCOPE OF WORK

The following general tasks comprise the scope of work to complete the Comprehensive Climate Action Plan for the Lexington-Fayette Co. MSA.

Format of Proposal

The proposal should be succinct and easy to follow with clear, concise information preferred. The Consultant’s approach for completing the tasks described below should be limited to three (3) pages. The opening vision and introduction should be limited to one (1) page.

Opening Vision and Introduction: Open the proposal with the vision for this project that includes the Consultant’s capacity to complete the scope within the project schedule. This introduction should include descriptions about:

- The vision for the final deliverables;
- Understanding of EPA requirements;
- Communication strategies and facilitation skills for diverse stakeholder groups;

- Consensus building expertise to engage and achieve buy-in for adaptation strategies across sectors and stakeholder groups;
- Consultant staff or partner capacity to support this level of work with a strong local presence; and
- Elements that set your team apart to establish the Lexington-Fayette Co. region as a leader in climate action planning.

The Consultant is expected to understand the EPA requirements and how to communicate with and support the varied stakeholders. The Consultant should have a local staff or partner capacity to facilitate in-person meetings and community engagement. Describe the strategies to support the vision, including approaches to gain consensus on reduction measures that can be implemented across a diverse region and across multiple sectors, public and private. Demonstrate understanding that this region is diverse across the six (6) counties, rural and urban, and that there will be varied levels of desired adaptation strategies for long-term implementation.

Task 1: Project Management

This task represents overall project management and coordination with the Lexington-Fayette Co. MSA team (Project Team). Following contract approval, the Consultant will follow the approved Workplan (Attachments A & B) to guide the project's implementation. The Workplan includes a schedule of proposed project meetings, the project timeline, and the deliverables. The proposal should include the Consultant's communication strategy for effective project management. At a minimum, the communication strategy should include monthly check-ins with the Project Team, six (6) meetings with counties within the MSA, and one meeting for LFUCG's leadership and the Urban County Council's Environmental Quality and Public Works (EQ&PW) Committee.

Expected Deliverables:

- Manage project using a detailed Work Plan outlining the project scope, general methodology, and the project timeline. Update as needed.
- Monthly project meeting agendas, summaries, Project Team action items, and next steps.
- Create monthly progress reports and billing consistent with EPA-required progress reports. EPA may have specific reporting requirements on the part of the consultant. The Project Team will share additional EPA details as they become available.
- Progress meetings / presentations (6 virtual and 2 in-person). Examples include:
 - Monthly progress meetings with Project Team;
 - Presentations to Lexington-Fayette Co. MSAs and LFUCG's leadership / EQ&PW Committee / MPO Lexington Metropolitan Planning Organization (MPO);
 - Update presentations to Lexington-Fayette Co. MSAs;
 - Attendance and presentations should include high-level overviews identifying benefits and goals; technical approaches and methodologies; and key messages, best practices and recommendations.

Task 2: Background Review and Data Collection

LFUCG reactivated its community-wide GHG Inventory for 2021. The goal is to build the MSA's regional GHG inventory on the 2021 community-wide LFUCG GHG inventory, and to use the 2012 Empower Lexington, the draft updated 2023 Empower Lexington Plan, and other documents and resources to help provide the foundation for the Climate Action Plans. The data for Lexington's 2021 community-wide GHG inventory and the 2023 Empower Lexington Plan will be provided to the selected consultant. The 2012 Empower Lexington Plan can be accessed at

https://drive.google.com/file/d/1GRu2bKFSIGAYScm153C6Dtll_Hck1PHk/view. It is important to also review priorities compiled by federal and state agencies, as well as similar work completed by other organizations, as the CCAP is developed.

Expected Deliverables:

- Summary of relevant priorities

Task 3: Partner Coordination and Community Engagement

Meaningful engagement at all levels will be critical for project success. These discussions and outreach will support the development of other tasks in this scope of services. Include details on the approach for engaging the stakeholders listed below, and any other proposed engagement or outreach activities. Consultant support is expected for leading public meetings and facilitating buy-in on reduction measures, prioritization approach, and presenting technical information. With the assistance of the Project Team, the Consultant is expected to develop content for these meetings that can inform the reduction measures and prioritization process described in Task 5. This includes documenting key decisions, suggested reduction measures, and other input received. The CCAP's measures should follow accepted protocols by sector, including electricity generation and/or use, transportation, commercial and residential buildings, industry, agriculture, natural and working lands, and waste and materials management. CCAP goals and guiding principles should be developed in cooperation with representatives of these groups and others described below. Creating graphics and visuals to easily understand complex processes and concepts is expected.

Note: While Task 1 suggested a specific number of anticipated meetings, the proposal should put forward recommended strategies and approaches for stakeholder engagement. Outside of Project Team meetings, focus groups by sector and other community groups is a critical expectation of this grant. The Consultant's recommended approach must show an efficient process during the project's timeline. While LFUCG will be involved in the execution of this grant and will assist with coordinating agencies and community partners across the Lexington-Fayette Co. MSA, such as the Lexington Area Metropolitan Planning Organization, Environmental Commission, Empower Lexington, Lexington-Fayette County Health Department, Mayor Gorton's Racial Justice and Equality Commission, KY Division of Air Quality, and other regional planning agencies, the Consultant is expected to manage and facilitate community outreach and stakeholder engagement at a high level.

In addition to securing a consultant to develop the CCAP, LFUCG anticipates needing to utilize sub-awards and/or contracts with partners to meet the grant deliverables. The Consultant will help coordinate and utilize these sub-awardees for the creation of the CCAP.

Expected Deliverables:

- Agendas and content for meetings and focus groups
- Summaries of meetings and focus groups

Task 4: GHG Inventory, Emissions Projections, Targets

LFUCG is in the process of completing its 2021 GHG inventory. The Consultant developing the PCAP will complete a simplified GHG inventory for the Lexington-Fayette Co. MSA using 2021 as the reporting year, and building off the 2021 community-wide Lexington-Fayette Co. GHG inventory. The Consultant selected for developing the CCAP will develop a comprehensive GHG inventory by updating and expanding the level of detail found in the simplified GHG inventory developed for the PCAP. The comprehensive GHG inventory will include GHG emissions from sources located within the Lexington-Fayette Co. MSA ("Scope 1" emissions), GHG emissions resulting from the use of grid-supplied energy within the Lexington-Fayette Co. MSA ("Scope 2" emissions), and specific GHG

emissions that occur outside the Lexington-Fayette Co. MSA as a result of activity within the Lexington-Fayette Co. MSA boundary (“Scope 3” emissions).

The inventory must comply with the methodology and reporting template prescribed by the Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC).¹ Please refer to the GPC reference document available online (see footnote below) for definitions, requirements, and technical details. Additional specifications are described below.

- **Types of GHGs to be Measured:** To the extent possible based on available data, the 2021 Lexington-Fayette Co. MSA GHG inventory shall include emissions of carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Hydrofluorocarbons (HFCs), perfluorinated chemicals (PFCs), sulphur hexafluoride (SF₆), and nitrogen trifluoride (NF₃) are optional. All emissions shall be reported by individual chemicals as well as by carbon dioxide equivalent (CO₂e), in keeping with GPC measurement protocols and the best available global warming potential factors for each GHG.
- **Types of GHG Emission Sources to be Measured:** At minimum, the 2021 GHG emissions inventory must meet all requirements of the GPC BASIC reporting level. The comprehensive GHG inventory must meet all requirements of the GPC BASIC reporting level and GPC BASIC PLUS (+) reporting requirements will be considered if data and funds are available through this grant.
 - **GPC BASIC** - The BASIC level GHG emissions inventory includes: Scope 1 emissions from stationary energy sources, transportation sources, and in-boundary generated waste; and Scope 2 emissions from stationary energy sources and transportation.
 - **GPC BASIC PLUS (+)** - The BASIC PLUS (+) level GHG emissions inventory includes: GHG emissions from all BASIC sources; Scope 1 emissions from industrial processes and product use (IPPU) and agriculture, forestry, and other land use (AFOLU); and Scope 3 emissions from stationary energy sources (transmission and distribution losses) and transportation.
- **GHG Emission Factors:** The GHG inventory should be based on the best available GHG emission factors for all sources of emissions, at a level of specificity that appropriately reflects the MSA’s conditions and meets GPC reporting guidelines.
- **Trends and Benchmarks:** The GHG emissions should be compared with comparable city, regional, national, and international GHG emissions data and other relevant benchmarks.
- **“Business as Usual” Forecasts:** The GHG emissions inventory should include “business-as-usual” scenario forecasts for 2030, and 2050 (i.e., GHG emissions likely to occur in the Lexington-Fayette Co. MSA if no action was taken). These “business-as-usual” forecasts should be based on relevant forecasting data for population growth, transportation growth, and other available forecasts. Alternate forecast years based on benchmarked inventories may be proposed during the contract negotiation phase.
- **Data Collection:** The Consultant will gather data used in the emissions inventory from public and other sources of information, with emphasis on integrity and transparency in collection, and collect the data from multiple stakeholders to minimize individual stakeholder reporting responsibilities. LFUCG will be available to facilitate data collection where necessary.

Transportation-related GHG emissions should be broken down by transportation modes, including on-road, rail, waterborne navigation, aviation, and off-road vehicles. To the greatest extent possible, emissions should also be broken down by passenger and freight transportation. Emissions should be

¹[Global Protocol for Community-Scale Greenhouse Gas Emissions](#)

calculated on a per mile basis for each mode of transportation, and (where applicable) per mile for each vehicle type.

To the greatest extent possible, GHG emissions of stationary energy consumption in buildings should be broken down by different building use types, including commercial, multifamily, institutional, municipal, industrial, single-family residential, and other relevant building uses.

As part of the developing the comprehensive GHG inventory, the Consultant shall recommend tools for long-term use and updates of the GHG inventory for the region, along with training opportunities for staff and partners in the six (6) county region.

Proposals should address the requirements of the GPC's BASIC and BASIC PLUS (+) levels of GHG emissions accounting and provide the Consultant's approach to proposing achievable GHG reduction targets which align with US targets.² Include the approach for formulating overall and sector-specific emissions targets, including the basis for sector-specific targets for the six (6) county MSA. Proposals should provide separate costs and staffing for both emissions reporting levels.

Expected Deliverables:

- Complete GHG emission calculations that satisfy GPC reporting requirements;
- All supporting documents, data, and calculations gathered or created in the course of this effort;
- A detailed summary of steps followed such that the same methods can be used to update the GHG inventory going forward;
- Overall and sector-specific reduction targets;
- Recommendations for maintaining, updating, and using the GHG inventory by the six (6) counties comprising the MSA.

Task 5: Finalize Reduction Measures, Implementation Priorities, and Reduction Quantification

Various proposed GHG reduction measures will be developed through the engagement process and review of the GHG emissions targets. This task will focus on further developing the reduction measures to include the quantification and prioritization of those measures and may include subsequent technical analysis.

The Consultant will finalize the list of recommended quantitative GHG reduction targets based on an analysis of existing trends and constraints. The reduction targets should be documented in such a way as to include a thorough explanation of how each target could be met based on these trends and constraints. The targets should be aspirational yet achievable and should include intermediate milestones. The document should also include a summary of targets adopted in benchmark and other cities.

The Consultant will propose sector-by-sector reduction targets. These sector-by-sector targets should total to an overall reduction goal.

These measures will be based on the GHG emissions inventory and will focus on achieving significant GHG reductions, while incorporating other relevant planning goals. GHG reduction measures may include both measures that reduce GHG emissions and/or measures that enhance carbon sinks with nature-based solutions. The rationale for selecting a measure for the plan will include other factors,

² [Fact Sheet: President Biden Sets 2030 GHG Reduction Target](#)

such as reduction of co-pollutants (including criteria pollutant/precursors and air toxics), benefits to low-income and disadvantaged communities, cost-effectiveness, or other economic factors. A transparent process for prioritizing the measure will also be developed and projected emissions reductions from identified measures should be quantified. Note: low-income and disadvantaged communities must be based on EPA's definition for this project.

Expected Deliverables:

- Narrative summary of prioritization process, basis for reductions measure quantification with companion easy-to-understand visual representation of the factors considered in the process.
- Summary table or matrix with various reduction measures, their emission reductions, co-benefits, and other relevant information.

Task 6: Quantitative Cost Estimates, Authority to Implement, and Intersection with Other Funding

For each reduction target, the CCAP will include a range of proposed GHG reduction measures, and the plan must provide quantitative cost estimates for planning and implementation. The cost estimates could also be connected with the available workforce and material supply needed for implementation.

The Consultant must also identify whether the six (6) counties in the MSA already have existing statutory or regulatory authority to implement each measure, or whether such authority still must be obtained. The Consultant shall prepare a schedule of milestones for actions needed by the MSA for obtaining any authority needed to implement each listed program or measure.

In developing the CCAP, the Consultant shall assess funding availability broadly and work with the counties comprising the MSA to align public investment opportunities. The Consultant should consider a wide array of public investment available as a result of the passage of the Bipartisan Infrastructure Law and Inflation Reduction Act. Additionally, for each measure, the Consultant shall identify potential sources of funding, public or private, for implementation, and shall include sources for private, local, regional, and state entities.

Expected Deliverables:

- Cost estimates for planning and implementing each reduction measure.
- Schedule of milestones for actions needed to obtain implementation authority for any program or measure currently lacking such authority to implement.
- Documentation of funding availability, opportunities to align public investment, and potential sources of funding for each measure.

Task 7: CCAP Reporting

The CCAP must include a full suite of implementation measures that have been identified to meet the GHG reduction targets specified elsewhere in the CCAP. It should touch on all significant GHG sources/sinks and sectors present in the MSA. Establish near-term and long-term GHG emissions reduction goals and provide strategies and identify measures to achieve those goals. The plan must include measures to follow accepted protocols by sector, including electricity generation and/or use, transportation, commercial and residential buildings, industry, agriculture, natural and working lands, and waste and materials management.

Similar to the PCAP, for each measure, the CCAP must identify the quantifiable GHG emissions reductions (or enhancement of carbon sinks), key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining implementation authority as appropriate, identification of funding sources if relevant, and metrics for tracking progress. It must also include cost information for each measure.

Expected Deliverables:

- Projection of GHG emissions under a scenario where the plan is fully implemented.
- Detailed CCAP report covering all required project tasks.
- Website or interactive dashboard.

Task 8: Additional Support and Analysis

This RFP includes the expected elements of a regional Climate Action Plan. RFP Respondents may use this task to propose tasks not outlined within this proposal that may be critical to complete the requirements of the CPRG or beneficial to the development of a CCAP.

SECTION II EVALUATION CRITERIA

1. PROPOSAL REQUIREMENTS

1. List or provide an organizational chart of staff assigned to this project by name and title and provide their main role in relation to the project. Include resumes of key staff who will be assigned to the project.
2. Provide examples of recent project experience that involved key staff who will be assigned to this project in the areas of developing GHG emissions inventories and recommending scientifically defensible GHG reduction targets (goals) for 2030 and 2050, including how best to accomplish targets by sector and for expanded GHG emissions sources. Submit at least one example, but not more than three examples, for each project type requested.
3. Identify hourly rates for the assigned staff / staff types and provide a project schedule and budget to deliver the tasks in the scope of work based on the completion dates in Section I Item #3.
4. Include contact information for at least three references on past or current comparable projects.
5. The Format of Proposal items enumerated in Section I Item #4.
6. Discuss, with justification included, any proposed modifications to the above scope of work that could enhance the stated project goals and objectives.
7. Provide additional information on how you or your firm meets the desired qualifications stated in this RFP. (**optional**)

Consultants may be shortlisted for interviews following an initial selection committee review. Interviews, if held, will be tentatively scheduled during the week of February 5, 2024.

2. SELECTION CRITERIA

The Proposals received pursuant to this **Request for Proposals** will be evaluated on the following:

- Demonstrated familiarity and understanding of the project as conveyed via the submitted proposal, including project schedule and budget, as well as demonstrated understanding of EPA's expectations as conveyed in the proposal (25 points)

- Specialized experience and technical competence in the types of services required (climate action planning, GHG inventories, stakeholder and community engagement, etc.) (25 points)
- Effectiveness of the individual or firm in creating and implementing marketing and communications strategies and approaches, including the ability to reach and appeal to diverse audiences per EPA definition (20 points)
- The past record and 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 (15 points)
- A comprehensive and detailed listing all costs, fees, and reimbursable fees to be incurred as part of the individual's or firm's work (10 points)
- Degree of local employment (5 points)

TOTAL 100 POINTS

ATTACHMENT A
Climate Pollution Reduction Grants-Planning Grant Workplan

Climate Pollution Reduction Grants-Planning Grant
Workplan

FOR
Lexington-Fayette Co. Metropolitan Statistical Areas

30 May 2023

Submitted by
Lexington-Fayette Urban County Government
Division of Environmental Services
200 East Main Street
Lexington, Kentucky 40507
Jada W. Griggs (859) 258-3144
jgriggs@lexingtonky.gov

Cooperative Agreement Number: Pending

A. WORKPLAN SUMMARY:

The Lexington-Fayette County metropolitan area is the 109th largest metropolitan statistical area (MSA) in the United States and is comprised of the six-county area of Bourbon, Clark, Fayette, Jessamine, Scott, and Woodford counties. The Lexington-Fayette Co. MSA will use the funding provided by the Climate Pollution Reduction Planning Grant to develop an action plan that supports existing and new communities, government, industry, and non-governmental organization projects while engaging stakeholders to reduce emissions and improve air quality. The Climate Action Plans will be focused on science-based emissions reduction targets (goals) using voluntary measures that can be implemented to reduce greenhouse gas (GHG) emissions and enhance carbon sinks. This work will rely heavily on stakeholders and interagency / intergovernmental coordination and collaboration.

As the largest municipality in the MSA, the Lexington-Fayette Urban County Government (LFUCG) is designated as the lead agency to oversee and be responsible for the management of the grant funds, activities, and deliverables.

The Lexington-Fayette Co. MSA will develop and release a Request for Proposal (RFP) for professional consulting services to develop a regional Priority Climate Action Plan (PCAP) and Comprehensive Climate Action Plan (CCAP) that includes calculating community-wide greenhouse gas emissions and identify target reductions for each MSA. The idea is to establish a plan that may be used regionally and by each individual county in the MSA. The consultant will be responsible to complete monthly Status Reports that provides an update on the information included in the CCAP. The PCAP will focus on priority sectors and implementable voluntary emission reduction measures, while the CCAP will include a full suite of voluntary reduction measures. The development of these deliverables will rely heavily on the feedback from the stakeholders. LFUCG will lead the interagency coordination and help coordinate the stakeholder and intergovernmental coordination and collaboration effort. This effort will include working with the other five counties in the MSA, sector-specific stakeholders, metropolitan planning organizations, disadvantaged communities, and members of the public.

LFUCG has developed a timeline and milestones calendar, and budget that will ensure the Lexington-Fayette Co. MSA's success in the implementation of this grant.

We believe the strategies proposed below represent viable and valuable opportunities to significantly reduce local greenhouse gas emissions.

B. RESPONSIBLE ENTITIES:

Lead Organization:

LFUCG is the lead agency for the Lexington-Fayette Co. MSA. The points of contact are:

Jada Walker Griggs	Christopher Evilia
Program Manager Senior	Transportation Planning Manager
Division of Environmental Services	Division of Planning
jgriggs@lexingtonky.gov	cevia@lexingtonky.gov
859-258-3144	859-258-3167

Coordinating Entities:

LFUCG will be significantly involved in the execution of this grant and will assist with coordinating agencies and community partners across the Lexington-Fayette Co. MSA, such as the Lexington Area Metropolitan Planning Organization, Environmental Commission, Empower Lexington, Lexington-Fayette County Health Department, Mayor Gorton's Racial Justice and Equality Commission, KY Division of Air Quality and other regional planning agencies. LFUCG will also coordinate with regional utilities such as Kentucky American Water, Kentucky Utilities, Bluegrass Energy and Clark Energy Cooperative. Other agencies, organizations and groups will be identified during the early months of the grant in coordination with the other 5 MSAs involved in the deliverable development process.

Lead representatives from the three Kentucky MSAs that submitted their Letter of Intent to apply for the CPRG have formed an ad hoc working group that will meet virtually ahead of milestones (minimum quarterly) during the grant period to brainstorm, and to share knowledge and ideas to help make the most of this planning grant. This ad hoc working group includes the following:

Jada Walker Griggs, Lexington-Fayette Urban County Government
Sumedha Rao, Louisville/Jefferson County Metro Government
Matt Powell, City of Bowling Green

C. DELIVERABLES DEVELOPMENT PROCESS:

LFUCG is the lead entity on this grant with substantial involvement and support by a consultant. LFUCG will submit the required deliverables as follows:

- *Priority Climate Action Plan (PCAP) – due March 1, 2024*
- *Comprehensive Climate Action Plan (CCAP) – due 2 years from award (summer-fall 2025)*
- *Status Report – due 4 years from award (summer-fall 2027)*

LFUCG will ensure the above deliverables include the required elements as listed in the Program Guidance for the grant. LFUCG will issue subawards to professional consultants. Generally, LFUCG will be responsible for the technical components of this workplan while the professional consultant will be responsible for developing a Strategic Plan of deliverables detailed in the RFP for the PCAP and CCAP and for stakeholder engagement. The activities to be funded under this announcement support EPA's Fiscal Year (FY) 2022-2026 Strategic Plan. Awards made under this announcement will support Goal 1, "Tackle the Climate Crisis" Objective 1.1, "Reduce Emissions that Cause Climate Change," of EPA's Strategic Plan. Applications must be for projects that support this goal and objective. For more information see EPA's FY 2022-2026 Strategic Plan. The Quality Assurance Project Plan (QAPP) will be performed where required. Specific responsibilities for each required element and deliverable are described below.

LFUCG and the other five counties in the MSA will meet regularly to create a development protocol for each of the above deliverables. This protocol will include the details of how LFUCG will create the deliverables, such as how the preliminary GHG emissions inventories (Basic or Basic +) will be developed and how voluntary emission reduction measures will be identified. This protocol will also identify how each deliverable will be developed and how decisions will be made.

The professional consultant, in coordination with LFUCG, will develop an outreach and engagement plan for each deliverable. This document will include specifics on how meetings will be held and how information will be disseminated to community stakeholders. These documents are included in the timeline below.

Throughout this grant, LFUCG will coordinate with the other five counties to ensure their input is captured during the development of the required deliverables.

Key Deliverable #1: Priority Climate Action Plan:

PCAP Development Approach:

LFUCG and the professional consultant will coordinate with the Lexington-Fayette Co. MSA municipalities, county governments, state agencies, and other stakeholders in the Lexington-Fayette Co. MSA to ensure that each stakeholder's priority, implementable voluntary measures are included in the PCAP. LFUCG will ensure the final PCAP is available to all eligible entities for their use in developing an implementation grant application. Lexington-Fayette Co. MSA's PCAP will include a focused list of near-term, high-priority, implementation-ready measures. The timeline and milestones for the PCAP in

Section E are included as Attachment A. LFUCG will ensure the following required elements are included in the final PCAP:

GHG Inventory: LFUCG will initiate the development of the preliminary greenhouse gas (GHG) emissions inventory and quantifying the voluntary GHG reduction measures for priority sectors through its procurement process to select a professional consulting firm. The professional consultant will develop a simplified GHG emissions inventory using readily available data and focus on priority sectors in the Lexington-Fayette Co. MSA.

Quantified Voluntary GHG Reduction Measures: LFUCG will assist the professional consultant in identifying the priority sectors and voluntary reduction measures through the stakeholder and interagency / intergovernmental coordination described below. The professional consultant will focus on those voluntary reduction measures identified by the stakeholders and the results of the GHG emissions inventories as being readily implementable with funding. Once the reduction measures are identified, the professional consultant will quantify the emission reductions for the priority measures included in the PCAP using readily available tools.

Low Income and Disadvantaged Communities Benefits Analysis (LI-DC): LFUCG and the other five counties will conduct the LI-DC benefits analysis for the priority measures using available guidance and will include estimated GHG and co-pollutant emission reductions. LFUCG and the other five counties will identify the low income and disadvantaged communities using available tools, such as EJSCREEN. Rising surface temperatures, worsening air quality, and historic marginalization have left LI-DC more vulnerable to the effects of extreme weather events and climate change, and LI-DC are more disproportionately impacted by air toxins, various particulate matter, and urban heat island effects. According to the Kentucky Division of Air Quality, the main chemical co-pollutants found in the air throughout the Lexington-Fayette Co. MSA include sulfur dioxide (SO₂), nitrogen dioxide (NO₂), ozone (O₃), and carbon monoxide (CO), along with the two forms of particulate pollution, PM₁₀ (particles with a diameter of 10 micrometers or less), and PM_{2.5} (particles or droplets that are two and one half microns or less in width). The source of the majority of the co-pollutants comes from power plants, factories, and other industrial sites, all of which utilize coal, oil, diesel, and natural gas. The combustion of fossil fuels leads to large-scale emissions and the release of many chemical pollutants and hazardous particles.

Review of Authority to Implement: Once the reduction measures have been identified, LFUCG will review these measures with the representatives of the Lexington-Fayette Co. MSA for potential implementation.

PCAP Interagency and Intergovernmental Coordination:

The professional consultant, in coordination with LFUCG and the other five counties in the MSA, will develop an outreach plan for the PCAP, including a list of entities and contacts.

LFUCG will lead the collaboration and coordination of the Climate Pollution Reduction Planning Team. LFUCG's Division of Environmental Services and Division of Planning staff have been meeting to coordinate the preliminary grant process. Additional meetings will be held to include representatives from the other five counties in the MSA, and will be expanded as needed to carry out the deliverables for the grant. LFUCG will coordinate with agencies on adoption of the PCAP.

In coordination with LFUCG, the professional consultant will lead communications with the Lexington-Fayette Co. MSA. The professional consultant will convene meetings and/or conversations throughout the PCAP process, with frequency and size tailored to specific needs of communities and entities. Information gathered during these meetings will inform the final draft of the PCAP. Once the PCAP is completed, LFUCG and the professional consultant will work together to ensure the PCAP is provided to these entities in a timely manner.

PCAP Public and Stakeholder Engagement:

The professional consultant will lead public and stakeholder engagement. To engage stakeholders, the Lexington-Fayette Co. MSA and the professional consultant will leverage relationships that were built through the Empower Lexington update, Imagine Lexington, and other community/regional processes.

Purposeful efforts will be made to engage the low-income and disadvantaged communities identified by the Lexington-Fayette Co. MSA. The professional consultant will work with LFUCG and the other five counties to leverage existing relationships and develop additional contacts. Meetings and conversations will take place to identify priorities and create the PCAP.

Key Deliverable #2: Comprehensive Climate Action Plan:

CCAP Development Approach:

LFUCG and the professional consultant will continue the coordination with the other five counties and other stakeholders. LFUCG and the professional consultant will complete the development protocol and outreach and engagement plan that will guide the development of the CCAP and stakeholder involvement. The timeline and milestones for the CCAP in Section E are included as Attachment A. LFUCG will ensure the following required elements are included in the final CCAP:

GHG Inventory: Building on the preliminary GHG inventory from the PCAP, the professional consultant will develop a comprehensive GHG emissions and sinks inventory that includes all significant GHG sources and sinks by emission source and sink category for the following sectors: industry, electricity generation and/or use, transportation, commercial and residential building, agriculture, natural and working lands, and waste and materials management. This inventory will be developed following commonly accepted protocols. LFUCG anticipates issuing a Request for Proposals to select a professional consultant to develop the Lexington-Fayette Co. MSA-specific GHG emissions and sinks inventory.

GHG Emissions Projections: The professional consultant will develop near-term (2030-2035) and long-term (e.g., 2050) projections of GHG emissions for inclusion in the CCAP. These projections will include two scenarios: absence of plan measures and plan measures fully implemented. The professional consultant will provide sector-based projections, as appropriate. LFUCG anticipates issuing a Request for Proposals for professional consulting services for the development of the Lexington-Fayette Co. MSA-specific GHG emissions projections.

GHG Reduction Goals: The professional consultant will develop near-term (2030-2035) and long-term (e.g., 2050) GHG emissions reduction goals (on either a gross or net GHG emission basis) for the Lexington-Fayette Co. MSA. The professional consultant will develop sector-based emission reduction goals for the highest priority sections, if appropriate. These reduction goals will be developed based on the reduction measures included in the PCAP, additional voluntary reduction measures identified during the development of the CCAP, and feedback received during stakeholder and interagency / intergovernmental coordination described below.

Quantified Voluntary GHG Reduction Measures: Building on the voluntary reduction measures included in the PCAP, the professional consultant will identify a full suite of voluntary measures that reduce GHG emissions and, if possible, voluntary measures that enhance carbon sinks that will enable the Lexington-Fayette Co. MSA to meet the near-term and long-term reduction goals discussed above. These voluntary measures will be identified through the stakeholder and interagency / intergovernmental coordination described below. In addition to voluntary GHG emissions reductions, the plan will be to focus on those measures that reduce criteria pollutants cost-effectively and those that will be readily accepted by the effected sector. Once the measures are identified, the professional consultant will quantify GHG emissions reductions for the full suite of voluntary measures using readily

available tools. For each voluntary reduction measure and carbon sink enhancement measure, the professional consultant will include the following information in the CCAP:

- Metric tons of each GHG and/or metric tons of carbon dioxide equivalent (CO₂e)
- Key implementing agency (e.g., municipalities, Lexington-Fayette Co. MSA, Department of Agriculture)
- Implementation schedule and milestones
- Expected geographic location, if applicable
- Milestones for obtaining authority, if applicable
- Identification of funding sources, if applicable
- Metrics for tracking progress
- Cost of implementation

Benefits Analysis: The professional consultant will assess the benefits of GHG emissions reduction measures across the Lexington-Fayette Co. MSA. The professional consultant will lead the quantification of co-pollutant reductions for the suite of voluntary measures included in the CCAP and will also track, minimize, and mitigate, to the extent possible, any potential disbenefits resulting from implementation of the GHG reduction measures included in the CCAP.

Low Income and Disadvantaged Communities Benefits Analysis: The professional consultant will update the LI-DC benefits analysis included in the PCAP to include the full suite of reduction measures identified for the CCAP. The consultant will lead the evaluation of the extent to which any voluntary GHG reduction measures in the CCAP will deliver co-pollutant emission reductions and other benefits to low-income and disadvantaged communities using available guidance.

Review of Authority to Implement: The professional consultant will update the review of authority to implement included in the PCAP to include the full suite of reduction measures identified for the CCAP. LFUCG will review the suite of voluntary GHG reduction measures included in the CCAP and indicate whether statutory or regulatory authority to implement the measure currently exists or whether such authority still must be obtained. If authority does not currently exist, a schedule of milestones will be developed for those actions needed by key entities for obtaining the needed authority to implement each measure.

Intersection with Other Funding Availability: The Lexington-Fayette Co. MSA will identify other funding programs that are available to potential recipients or that have been secured by recipients from federal, state, and local sources that could be leveraged to pursue the GHG reduction measures identified in the CCAP. LFUCG and the professional consultant will collaborate on the identification and applicability of funding programs.

Workforce Planning Analysis: The professional consultant will lead a workforce planning analysis for the CCAP and will connect with entities in the Lexington-Fayette Co. MSA regarding workforce development. The analysis will contain workforce-related challenges and opportunities associated with the proposed reduction measures. This could include skilled labor shortages, impacts on existing jobs and industries, opportunities to create high-quality jobs, and expanded opportunities to support underserved workers through activities described in the CCAP. The analysis will also describe anticipated workforce shortages that could limit the Lexington-Fayette Co. MSA's ability to achieve the goals described in the CCAP, and will identify potential opportunities and partners at the state, regional, and/or local level that are equipped to help address those challenges.

CCAP Interagency and Intergovernmental Coordination:

The professional consultant, in coordination with LFUCG and the other five counties, will develop an outreach plan for the CCAP, including a list of entities and contacts. As outreach takes place, this list will be expanded based upon recommendations from initial contacts.

LFUCG will lead the collaboration and coordination of the Climate Pollution Reduction Planning Team. LFUCG's Division of Environmental Services and Division of Planning staff have been meeting to coordinate the preliminary grant process. Additional meetings will be held to include the other five counties in the MSA and will be expanded as needed to carry out the deliverables for the grant. LFUCG will coordinate with agencies on adoption of the CCAP.

In coordination with LFUCG, the professional consultant will lead communications with the Lexington-Fayette Co. MSA. Throughout the CCAP process, the professional consultant will convene meetings and/or conversations with frequency and size tailored to specific needs of communities and entities. Information gathered during these meetings will inform the final version of the CCAP.

CAP Public and Stakeholder Engagement:

The professional consultant will work with LFUCG and the other communities to develop a process for community and stakeholder engagement. The consultant will lead in-depth focus groups and conversations on key priority areas and actions that can reduce emissions. Drawing on connections created in the PCAP process, the professional consultant will continue to invite stakeholders and communities to these conversations. As noted in the PCAP section, low-income and disadvantaged community contacts will be identified early in the PCAP process. Workshops across the Lexington-Fayette Co. MSA will be held during the CCAP process for stakeholders to share input to inform the CCAP. In addition, stakeholders (including low-income and disadvantaged communities) will be encouraged to share input throughout the CCAP process. Once the CAP is finalized, resources, likely in both English and Spanish, will be provided and disseminated to all interested parties. Stakeholders will be encouraged to share these resources with their networks.

Key Deliverable #3: Status Report

Status Report Development Approach:

LFUCG and the professional consultant will build on the efforts started during the development of the PCAP and CCAP by continuing the coordination with the other five counties, agencies, and other stakeholders. The Lexington-Fayette Co. MSA's Status Report will include required elements as identified in the Program Guidance for this grant. LFUCG and the professional consultant will complete the development protocol and outreach and engagement plan that will guide the development of the Status Report and stakeholder involvement. The timeline and milestones for the Status Report in Section E are included as Attachment A. LFUCG will ensure the following required elements are included in the final Status Report:

GHG Inventory: The comprehensive GHG emissions and carbon sinks inventory will be updated, if needed.

Quantified Voluntary GHG Reduction Measures: LFUCG will assist the professional consultant in efforts to update the status of the CCAP implementation, including the status of implementation for the individual voluntary measures identified in the CCAP.

Benefits Analysis: LFUCG will assist the professional consultant in efforts to update the estimates of co-pollutant reductions associated with GHG reduction measures identified in the CCAP that have been implemented or are expected to be implemented. The Lexington-Fayette Co. MSA will track, minimize, and mitigate, to the extent possible, any potential disbenefits resulting from implementation of GHG reduction measures included in the CCAP.

Low Income and Disadvantaged Communities Benefits Analysis: The professional consultant will lead the effort to update the analysis of co-pollutant emission reductions and other program benefits to low-income and disadvantaged communities associated with GHG reduction measures included in the CCAP that have been implemented or are expected to be implemented.

Review of Authority to Implement: The professional consultant will update the information included in the Lexington-Fayette Co. MSA's CCAP.

Intersection with Other Funding Availability: The Lexington-Fayette Co. MSA and the professional consultant will collaborate to update the funding analysis included in the Lexington-Fayette Co. MSA's CCAP.

Workforce Planning Analysis: The professional consultant will evaluate workforce development progress that has been made since submitting Lexington-Fayette Co. MSA's CCAP, as well as any ongoing workforce development challenges that are limiting progress toward meeting the CCAP's goals.

Next Steps/Future Budget and Staffing Needs: LFUCG and the professional consultant will collaborate on identifying next steps the Lexington-Fayette Co. MSA expects to take to continue implementation of its CCAP following closeout of this grant. These next steps may include steps that would need additional funding.

Status Report Interagency and Intergovernmental Coordination:

The Lexington-Fayette Co. MSA will continue agency collaboration and determine what steps have taken place since its release.

In coordination with LFUCG, the professional consultant will lead communications with the Lexington-Fayette Co. MSA. Through conversations with these entities, an update on steps that have been taken to address the goals and actions listed in the CCAP will be completed.

Status Report Public and Stakeholder Engagement:

The professional consultant will continue collaboration and determine what steps have taken place since its release.

In coordination with LFUCG, the professional consultant will continue to lead communications with the Lexington-Fayette Co. MSA. Through conversations with these entities, updates on steps that have been taken to address the goals and actions listed in the CCAP will be documented. This will also include the opportunity for stakeholders and communities, including low-income and disadvantaged communities, to share ideas around next steps that can further the goals listed in the CCAP.

D. ENVIRONMENTAL RESULTS - OUTPUTS, AND OUTCOMES:

LFUCG will utilize existing performance measures to track progress and develop annual reports. LFUCG will track the following performance measures for this project:

- LFUCG will conduct oversight of professional consultants in accordance with LFUCG procurement policies.
- LFUCG will track and report project progress on all fiscal activities, including expenditures and purchases, through the quarterly report process.
- LFUCG will review and report on actual project accomplishments and compare them to the proposed outputs / outcomes during the annual reporting process.

The following are outputs and outcomes of the deliverables funded by this grant:

Outputs

- Priority Climate Action Plan
- Comprehensive Climate Action Plan
- Status Report
- Meetings, events, stakeholder sessions conducted

- Dissemination of information and final deliverables via list serves, websites, journals, and outreach events

Outcomes

- Tons of pollution (GHGs and co-pollutants) reduced over the lifetime of the voluntary measures identified in the PCAP and CCAP
- Tons of pollution (GHGs and co-pollutants) reduced annually from the voluntary measures identified in the PCAP and CCAP
- Tons of pollution (GHGs and co-pollutants) reduced with respect to low-income and disadvantaged communities of the voluntary measures identified in the PCAP and CCAP
- Enhanced community engagement

E. SCHEDULE:

The Timeline and Milestone Schedule of required deliverables covering the 4-year duration of the grant project period (07-01-2023 – 06-30-2027) is included as **Attachment A**.

F. REPORTING:

LFUCG will submit quarterly performance progress reports within 30 days after the end of the reporting period, as identified in the timeline above. These quarterly reports will include work status, work progress, difficulties encountered, financial expenditures, preliminary data results if applicable, anticipated future activities, and any changes of key personnel.

Within 120 calendar days of the grant end date, LFUCG will submit a final report. This final report will include a high-level summary of activities completed during the grant period, links for access of all deliverables, a synopsis of outputs and outcomes achieved, and a financial summary of expenditures during the grant period.

G. BUDGET:

The Budget is included in **Attachment B**.

H. CLIMATE INNOVATION TEAMS (OPTIONAL):

The Lexington-Fayette Co. MSA will not participate in the Climate Innovation Teams.

ATTACHMENT B
Lexington-Fayette Co. MSA Climate Planning Timeline and Milestones

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #1

RFP Number: #1-2024

Date: January 5, 2024

Subject: Consultant for Comprehensive Climate Action Plan

Address Inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

See Attachment B, MSA Budget CPRG Planning Grant.

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____
ADDRESS: _____
SIGNATURE OF BIDDER: _____



Attachment B

Lexington-Fayette Co. MSA Budget CPRG Planning Grant						
	Year 1	Year 2	Year 3	Year 4		Total
Personnel						
0.2 FTE Program Manager @ \$95,000/yr	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000		\$ 76,000
0.5 FTE Outreach Coordinator @ \$60,000/yr	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL PERSONNEL	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000		\$ 76,000
Fringe Benefits						
Program Manager @ 41.034% of salary	\$ 7,796	\$ 7,796	\$ 7,796	\$ 7,796		\$ 31,184
Outreach Coordinator @ 21% of salary	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL FRINGE BENEFITS	\$ 7,796	\$ 7,796	\$ 7,796	\$ 7,796		\$ 31,184
Travel						
Travel for 1 staff to attend Climate Innovation Team Training Workhop		\$ -		\$ -		\$ -
Airfare: 1 @ \$600 round trip	\$ 600	\$ 600	\$ 600	\$ 600		\$ 2,400
Per Diem: 1 staff X 4 days @ \$44/day	\$ 176	\$ 176	\$ 176	\$ 176		\$ 704
Hotel: 1 staff X 3 nights @ \$250/night	\$ 750	\$ 750	\$ 750	\$ 750		\$ 3,000
Local Mileage						\$ -
Outreach Coordinator, 100 mi/mo @ \$.54/mi x 12 mo	\$ 648	\$ 648	\$ 648	\$ 648		\$ 2,592
TOTAL TRAVEL	\$ 2,174	\$ 2,174	\$ 2,174	\$ 2,174		\$ 8,696
Equipment						
TOTAL EQUIPMENT	\$ -	\$ -	\$ -	\$ -		\$ -
Supplies						
Office and related supplies to support outreach meetings, trainings, etc	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000		\$ 6,000
						\$ -
TOTAL SUPPLIES	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000		\$ 6,000
Contractual						
Professional Consultant	\$ 250,000	\$ 200,000	\$ 50,000	\$ 50,000		\$ 550,000
Climate View	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		\$ 120,000
Analytical and Modeling Services	\$ 50,000	\$ 50,000	\$ 10,000	\$ 25,000		\$ 135,000

TOTAL CONTRACTUAL	\$ 330,000	\$ 280,000	\$ 90,000	\$ 105,000		\$ 805,000
Other						
Subgrant to Support Regional Planning	\$ -	\$ -	\$ -	\$ -		\$ -
Outreach activities such as advertising, project webpage, social media	\$ 20,000	\$ 30,000	\$ 7,500	\$ 15,000		\$ 72,500
TOTAL OTHER	\$ 20,000	\$ 30,000	\$ 7,500	\$ 15,000		\$ 72,500
Indirect Charges						
Federal Negotiated Indirect Cost Rate = 0% (Indirect Rate x Personnel = Indirect Costs)	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL INDIRECT	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL FUNDING	\$ 380,970	\$ 340,970	\$ 127,470	\$ 149,970		\$ 999,380

EXHIBIT B
GRANT AGREEMENT

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 02D55923 MODIFICATION NUMBER: 0 PROGRAM CODE: 5D	DATE OF AWARD 09/04/2023
			TYPE OF ACTION New	MAILING DATE 09/07/2023
			PAYMENT METHOD: ASAP	ACH# 40317
			RECIPIENT TYPE: County	
RECIPIENT: Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507 EIN: 61-0858140		PAYEE: Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507		
PROJECT MANAGER Jada Griggs 200 East Main Street Lexington, KY 40507 Email: jgriggs@lexingtonky.gov Phone: 859-258-3144		EPA PROJECT OFFICER Maya Odeh-Adimah 61 Forsyth Street, S.W. Atlanta, GA 30303 Email: OdehAdimah.Maya@epa.gov Phone: 404-562-8415		EPA GRANT SPECIALIST Sharonita Johnson Grants Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303 Email: johnson.sharonita@epa.gov Phone: 404-562-8311
PROJECT TITLE AND DESCRIPTION Climate Pollution Reduction Grants See Attachment 1 for project description.				
BUDGET PERIOD 07/01/2023 - 07/01/2027		PROJECT PERIOD 07/01/2023 - 07/01/2027		TOTAL BUDGET PERIOD COST \$999,380.00
				TOTAL PROJECT PERIOD COST \$999,380.00
NOTICE OF AWARD				
<p>Based on your Application dated 05/25/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$999,380.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$999,380.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street, S.W. Atlanta, GA 30303	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 09/04/2023

EXHIBIT C
PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS



TETRA TECH



Response to RFP #1-2024

**Consultant for
Climate Pollution Reduction
Planning**





TETRA TECH

January 23, 2024

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

Attn: Selection Committee

Re: **Tetra Tech Proposal (RFP #1-2024)**
Consultant for Climate Pollution Reduction Planning

Dear Selection Committee Member:

In the dynamic landscape of sustainability and climate action planning, the success of any visionary project hinges on the strength and expertise of the team steering its course. **Tetra Tech, Bluegrass Greensource,** and **KERAMIDA** have partnered to bring the Lexington-Fayette Urban County Government (LFUCG) a powerhouse team of experts to develop the city's first Comprehensive Climate Action Plan.

Our team is more than just a collection of professionals. We are a synergistic force that brings together a diverse range of skills, experiences, and insights. Together, we present a wealth of knowledge, a commitment to excellence, and a track record of delivering the gold standard. This proposal illustrates our team, our qualifications, and our plan and approach.

Highlights include:

Global Environmental Consulting Expertise. We are consistently ranked by *Engineering News-Record* in many environmental categories, including being ranked as the "#1 Environmental Firm." Tetra Tech brings a deep bench of resources, with a strong team of professionals from across the country to ensure that Lexington receives the benefit of expertise in energy efficiency, renewables, and sustainability planning from industry leaders.

Lexington Leadership. The Tetra Tech team has enjoyed a 30-year working relationship with LFUCG, and as a result, has built a trusting relationship with Lexington stakeholders over the years. We take pride in calling Lexington our home and are passionate about the local projects we complete.

Proven Approach. We have experience working on similar programs for many clients. Our project planning and approach have been successfully implemented and have been improved on over time to be cost effective and efficient. Combined with our local knowledge and national experience, we can produce the highest quality work, control costs, and meet the desired schedule.

Should you have any questions or need further information from us please contact me, **Abby Terry, your main point of contact for this project.**

We look forward to working with you on this project!

Respectfully submitted,

Abby Terry, PE, LEED Green Associate
Project Manager
Tetra Tech

Andrew R. Webster, LEED AP
Vice President
Tetra Tech

Tetra Tech

424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503
Telephone: 859.223.8000 | www.tetrattech.com

Table of Contents

Section 1	Introduction - Vision	1
Section 2	Approach	2
Section 3	Our Team	5
Section 4	Specialized Experience and Technical Competence	17
Section 5	Hourly Rates, Schedule, & Budget	21
Section 6	Additional Information Required Forms	23

1. Vision

INTRODUCTION

To reach community-wide net zero greenhouse gas emissions by the year 2050, it will take community-wide support. **Lexington-Fayette County Metropolitan Statistical Area's (MSA) Comprehensive Climate Action Plan (CCAP) will be a plan for the community, by the community, that will hold the promise of preserving the place we live and love for years to come.** The plan will contain the MSA's first comprehensive greenhouse gas inventory, providing a solid foundation for benchmarking and measuring progress. Once we know where we stand, we will begin our path forward.

Over the next year, our team will meet with members of the Lexington-Fayette County MSA and the public to gather ideas and build consensus on the projects that will shape our future. Bluegrass Greensource will lead partner coordination and community engagement. They are a trusted, established organization that has served each of the counties in the MSA since 2001. They have worked with low income and disadvantaged communities (LI-DC) since inception, including their recent initiative to help LI-DC residents in Central Kentucky learn how to make their home more energy efficient, save money, and reduce greenhouse gas emissions. The Tetra Tech team has enjoyed a 30-year working relationship with LFUCG, and as a result, has built a trusting relationship with Lexington stakeholders over the years. We know the culture of the community because it is our community.

With community support and Lexington-Fayette County MSA direction, we will draft a plan containing near- and long-term projects that will facilitate emissions reductions. To maintain community engagement, we will build a community dashboard where residents will be able to view current and past greenhouse gas inventories, our reduction targets implementation measure database, and how each measure would affect our emissions inventory.

We are ready to bring unparalleled expertise, dedication, and innovation to the table, ensuring that your project not only meets industry standards but sets new benchmarks for excellence. ■



2. Project Approach

COMPREHENSIVE CLIMATE ACTION PLAN

Our commitment is not just to meet your expectations but to exceed them, providing not just consultancy but a partnership dedicated to planning for the future of the place we call home. Following is a summary of how the Tetra Tech Team (Team) will execute the project:

Task 1: Project Management

In a multi-divisional, multi-agency project, it is essential to understand the operations and organization of the parties involved. Our project manager, Abby Terry, has worked with LFUCG over the last five years. She has a deep understanding of the dynamics and stakeholders of the Lexington community. She will use this knowledge to deliver informed, efficient project management. Tetra Tech will use the approved Workplan to ensure the project remains on track and facilitate:

- **Monthly Status Reports** containing a summary of work and billing completed for the preceding month. Tetra Tech will provide these reports in a format consistent with the Quarterly Grant Progress Reports required to be submitted by the Grantee to EPA.
 - Tetra Tech may assist with development of the Quarterly Grant Progress Report submittals to EPA upon request.
- **Monthly Meetings** with the internal LFUCG Climate Pollution Reduction Grant Team including agendas, meeting notes, and action items/next steps
 - In person or virtual, according to LFUCG preference
- **Bi-Monthly Meetings** with MSA Representatives
 - Every two months
 - In person or virtual, according to LFUCG preference
- **Presentations** to Lexington-Fayette County MSA and LFUCG leadership/Environmental Quality & Public Works Committee/ Lexington Area Metropolitan Planning Organization (MPO)
 - Presentations may be in person or virtual, according to LFUCG preference

Task 2: Background Review and Data Collection

Tetra Tech is in the process of finalizing Lexington's 2021 community-wide and municipal greenhouse gas inventories.

As a result, minimal effort will be required for background review. We will collect the necessary data for the remaining counties within the MSA and discuss the results of the 2021 inventories in order to identify priority sectors for reduction measures

Task 3: Partner Coordination and Community Engagement

Bluegrass Greensource will lead partner coordination and community engagement efforts with support from Tetra Tech as needed. We will use our existing contacts to organize a group of interested stakeholders including organizations such as the local chamber of commerce, utilities, extension offices, libraries, community action, government officials (elected as well as staff), neighborhood groups, rotary clubs, school officials, churches, and special interest groups. In addition, EPA requires early and frequent engagement with low-income and disadvantaged communities. Bluegrass Greensource is already working with low to moderate income residents throughout Central Kentucky as part of EPA's Environmental Justice Grant Program. Thus, they will draw on their experience and connections to engage these communities and use the EPA's Climate and Economic Justice Screening Tool to ensure all identified communities are included.

Bluegrass Greensource will facilitate discussions to build trust with stakeholders and solicit input on reduction targets and measures. Meetings will be held in person and virtually to ensure equal access. Bluegrass Greensource will develop agendas and content for the meetings as well as meeting summaries for the LFUCG Climate Pollution Reduction Grant Team and the Lexington-Fayette County MSA representatives.

In addition to organizing stakeholder meetings, Bluegrass Greensource will meet members of the community where they are by attending existing meetings of local organizations such as rotary, school board, houses of worship, etc. to make presentations and solicit ideas. Depending on participation, Bluegrass Greensource may also host its own meetings and open houses. Campaigns advertising the public meetings in addition to a general information campaign about the CCAP through local newspapers, radio shows, and social media will be instrumental to gaining public support for the plan.

Task 4: GHG Inventory, Emissions Projections, & Targets

The PCAP will include a simplified inventory for the Lexington-Fayette County MSA based on "existing data" as defined by the EPA. The CCAP will expand on the preliminary inventory and will include GHG emissions and sinks by emission source and sink by category following the *Global Protocol for Community Greenhouse Gas Inventories (GPC)*.

Our methodology is built on "outcome logic," a proven step-by-step process linking emission reductions to required behavioral changes. Outcome logic shows that reaching a desired outcome

requires city planners to identify levers they want to pull. A “lever” is defined as a shift from one activity to another to fulfill a need. Levers are influenced by behavioral dynamics, which are influenced by measurable properties of the built environment, known as attributes, which in turn are influenced through decision-making processes. KERAMIDA’s propriety digital platform, ClimateOS, blends advanced agent-based modeling with powerful data visualization. The full methodology is described in the whitepaper *“Data-driven transitions - A co-created methodology.”*

Baseline Data

We will apply our stringent methodological approach described above to calculate GHG emissions and quantify reductions. Using ClimateOS, we can turn the CCAP into a “living plan” that allows for continuous improvement and collaboration. We will use the following steps to quantify GHG emissions reductions.

We will upload the data collected into the ClimateOS inventory to establish the 2021 baseline and complement the data with socio-economic parameters to carry out the scenario modeling. It is important to note that we establish the baseline with activity-based data that allows us to shift activities from high-carbon to low-carbon activities (e.g., the levers within our methodology) that fulfill the same need.

Define Near-Term and Long-Term Projections

Based on the employed method and work executed with the help of the Target Balancing feature in ClimateOS, we will estimate and visualize the following projections:

1. Business-as-usual emissions for 2030, 2035, and 2050, assuming no mitigation measures are implemented, and population growth occurs according to projections.
2. Plan implementation for 2030, 2035, and 2050, meaning that all existing, updated, and new mitigation measures are implemented as planned by the above target years. In practice, this means that for each mitigation measure (lever), we will set the target in activity units such as vehicle-km, kWh, etc., or in percent, and balance the levers against each other to find the optimal plan scenario for the MSA.

With ClimateOS, projection-building can be instantly visualized for sectors and sub-sectors, including transportation, electricity generation, commercial and residential buildings, waste and materials management, and parts of industry (e.g., new constructions). For process emissions from industry as well as agriculture, we will calculate reduction projections outside of ClimateOS based on existing, updated, and new measures and with the data from the Ninth Biennial Report on Progress toward Greenhouse Gas Reduction Goals as a baseline.

Task 5: Finalize Reduction Measures, Implementation Priorities, and Reduction Quantification

Select Relevant Levers & Calculate GHG Emissions Reductions

For each new implementation measure proposed, we will select the corresponding lever from the Transition Atlas, or configure it with customized levers (the ClimateOS platform allows for complete flexibility). For each lever, we then set the updated or new target (e.g., 750,000 electric vehicles by 2050). This can be done individually for each lever (see Figure 2), or collectively in our interactive Target Balancing feature. This feature considers interdependencies between the measures (e.g., if you increase the number of electric vehicles, you need to shift less of the total commutes to public transport or home office and vice versa).

The Target Balancing feature will allow the MSA to compare the various sub-sector measures and select the best reduction scenario that blends technical feasibility with political and societal ambition. Exploring these “what-if” scenarios will be best developed collaboratively with the MSA, relevant State agencies, and other stakeholders.

Assess Benefits to Low Income and Disadvantaged Communities (LIDAC) and Priority Populations

The Team will provide a qualitative discussion and quantitative assessment of the expected costs and benefits to LIDAC census tracts and priority populations for new and updated reduction measures. By using ClimateOS to quantify the benefits for each reduction measure, the Team will be able to identify the proportion of each benefit data point (i.e., co-pollutant reductions, public health outcomes, economic benefits, climate resilience impacts) flowing into LIDAC census tracts for each reduction measure.

The Team will summarize all information provided related to planned and ongoing engagement with representatives and residents of LIDACs to ensure all CPRG LIDAC Benefits Analysis requirements are fulfilled. Deliverables will exceed the requirements outlined by the CPRG Planning Grant program.

Quantification of Co-Pollutant Reductions

ClimateOS’ advanced modeling techniques adhere to IPCC guidelines and can provide precise estimates of co-pollutant reductions accompanying GHG reduction measures. The model encompasses various pollutants, including PM2.5, NOx, SO2, VOCs, and air toxics. This ensures a robust evaluation of the environmental impact of proposed GHG reduction measures across the entire geographic scope of the climate action plan.

Comprehensive Co-Benefits Assessment

Along with quantifying co-pollutant reductions, ClimateOS offers a holistic assessment of other co-benefits associated with the selected GHG reduction measures. Beyond conventional metrics, it delves into improved public health outcomes (e.g., less noise pollution due to fewer ICE commutes), economic benefits (e.g., fuel cost savings from an increased share of renewables),

job creation (e.g., additional labor needed for weatherization), increased climate resilience (e.g., decreased human losses from improved urban design and breaking up heat islands), and other environmental gains (e.g., increased biodiversity through added green space).

Transparent Disbenefits Estimation

Understanding the intricacies and interdependencies of effective mitigation measures, ClimateOS conducts a comprehensive assessment and visualization of their co-benefits and potential disbenefits. These are highlighted through negative numbers and red outlining, immediately distinguishing between positive and negative economic effects associated with the chosen scale of the measure. For example, a 20% versus an 80% increase in EV adoption until 2050 entails significant value variations, impacting both vehicle purchase costs (a disbenefit) and particle emission savings (a benefit).

All benefits and disbenefits are consolidated into a unified net economic case, presenting a holistic perspective to showcase either a net positive or net negative impact. This method ensures a balanced and real-time assessment that can be repeated until the optimal balance is found across all affected parameters, offering stakeholders a clear understanding of both favorable and unfavorable implications. This streamlined presentation facilitates the comprehension and communication of intricate relationships and effects. The Team will work closely with the LFUCG to ensure methodological continuity in cost and benefit analysis.

Task 6: Quantitative Cost Estimates, Authority to Implement, and Intersection with Other Funding

The CCAP is required to include cost information for each implementation measure. The Team will develop cost estimates for planning and implementing each reduction measure. In addition, it will outline whether existing statutory or regulatory authority to implement the measure exists, or whether such authority still must be obtained and a schedule of milestones for actions needed by key entities for obtaining any authority. The CCAP will also identify what other funding programs are available or have been secured by the recipient from federal, state, local and private sources that could be leveraged to pursue the objectives of the CCAP.

An analysis of anticipated workforce shortages that could prevent the MSA from achieving the goals described in the CCAP and identification of potential solutions and partners at the state, regional, and/or local level that are equipped to help address those challenges will also be included in the CCAP.

This cost information and the economic analyses can be seamlessly bundled towards an investment plan in the ClimateOS Platform, including key figures such as projected GHG emission reduction per invested dollar by the MSA or economic benefits per invested dollar.

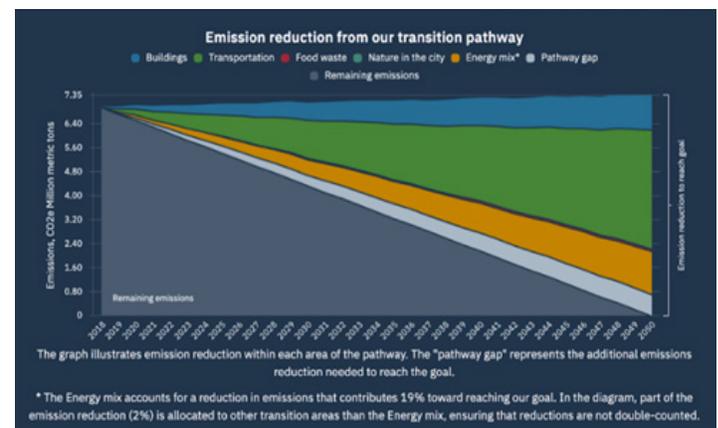
To track progress over time and monitor the execution of mitigation measures, ClimateOS uses predefined metrics, so-

called leading indicators. They allow for early identification if implementation is off-track so the MSA can take appropriate action to achieve the measures and its near and long-term goals until 2035 and 2050.

Task 7: CCAP Reporting

Tasks 1-6 will culminate in the development of Lexington-Fayette County MSA's first Comprehensive Climate Action Plan. Tetra Tech will provide the CCAP in digital format to the Lexington-Fayette County MSA team.

To maintain community engagement, Tetra Tech will build an interactive community dashboard where residents will be able to view current and past greenhouse gas inventories, our reduction targets, implementation measures database, and associated emissions reductions.



Example Data Visualization

With the dashboard in ClimateOS, different projections and datasets can be instantly visualized - economy-wide or by sector. We will utilize the platform's dashboards to present the findings to desired stakeholders. These online reports offer advanced visualizations such as interactive graphs and charts. This approach will make complex GHG emissions data accessible and engaging to the different stakeholders. The interactive nature of the dashboards allows stakeholder groups to explore and evaluate different scenarios in real time, facilitating active engagement and a deeper understanding of the positive and negative repercussions of various transition strategies.

Task 8: Additional Support and Analysis

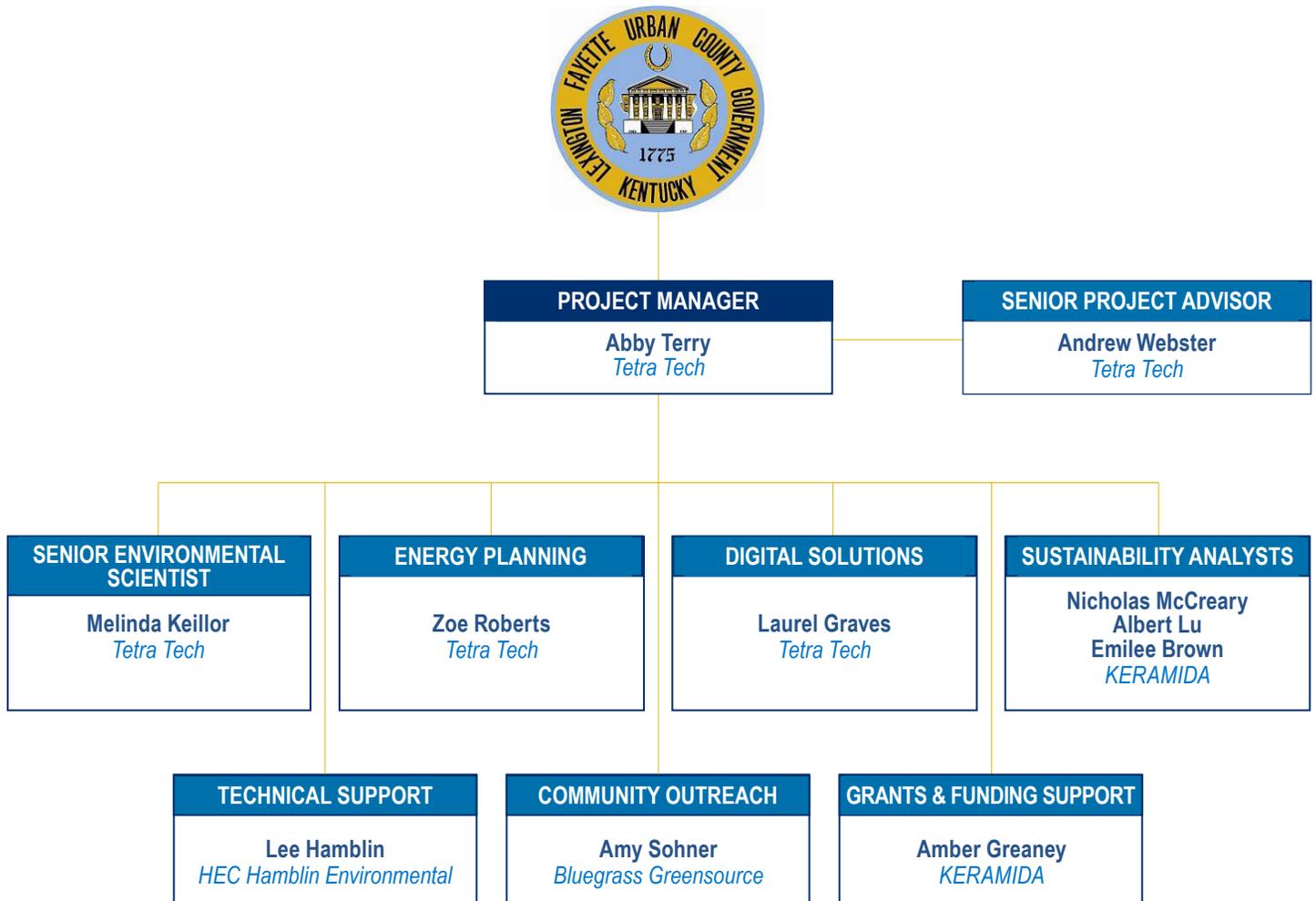
The Team will provide additional support, as requested. Completion of these additional tasks may reduce available effort in other areas. Possible additional support tasks include:

- Quarterly Progress Report Submittal Support
- Development of CCAP Fact Sheet
- Identification of Next Steps/Future Budget and Staffing Needs for Status Report ■

3. Our Team

ORGANIZATIONAL CHART

The Tetra Tech team will provide LFUCG with a highly-qualified group of environmental engineers and scientists with specialized experience. Our team has a rich blend of in-depth local knowledge and national experience.



ABBY TERRY, PE, LEED GREEN ASSOCIATE | PROJECT MANAGER

Immersed. That is the kind of project manager you get with Abby on your team. Abby has extensive experience working with the Lexington-Fayette County Urban Government. She provides day-to-day support to the Division of Water Quality's Municipal Separate Storm Sewer System (MS4) Program, and recently completed a community-wide and municipal greenhouse gas inventory for the Division of Environmental Services. As a result, she has a deep understanding of the dynamics and stakeholders of the Lexington community.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECTS

- **Quality Assurance Project Plan & Priority Climate Action Plan (Project Manager)**
 - Development of a Quality Assurance Project Plan in compliance with EPA requirements for collecting data and performing calculations for the Priority Climate Action Plan
 - Compilation of a simplified greenhouse gas inventory for the Lexington-Fayette County MSA
 - Development of a Priority Climate Action Plan for the Lexington-Fayette County MSA containing quantified priority GHG reduction measures, a low-income and disadvantaged communities benefit analysis, stakeholder involvement, and a review of authority to implement
- **Greenhouse Gas Emissions Inventory, Target Setting, and Reduction Plan (Project Manager)**
 - Community-wide and municipal greenhouse gas (GHG) inventories using the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories
 - Arc Scoring for LEED for Cities
 - Trend analysis and development of “business-as-usual” emissions forecasts for 2025, 2030, and 2050 to set emission reduction targets that align with current U.S. initiatives
 - Emissions Reduction Plan containing emission reduction targets and mechanisms to achieve reductions
- **Municipal Separate Storm Sewer System (MS4) Compliance & Program Management (Project Engineer)**
 - Program management services ensuring compliance with MS4 Permit
 - Development of policies and procedures for various program elements for city staff and community-facing publications covering activities for each year
 - Conducts trainings and workshops on various program elements for city staff and community stakeholders

EDUCATION

BS, Civil Engineering, University of Kentucky, Lexington, KY

REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, KY-39144
- LEED Green Associate
- Kentucky Erosion Prevention and Sediment Control (KEPSC) Inspector

PROFESSIONAL AFFILIATIONS

- Kentucky Society of Professional Engineers
- Kentucky Stormwater Association
- Society of Women Engineers

ANDREW WEBSTER, LEED AP | **SENIOR PROJECT ADVISOR**

For over 20 years Andy has provided clients with technical expertise and project solutions related to critical processes and infrastructure projects involving air, water, waste media, design and construction, permitting, compliance solutions, regulatory reporting, and sustainability-related projects which are centered on each client's unique needs. He has extensive background implementing sustainable management systems that leverage an organization's culture, processes, operating practices, and performance objectives. He is also an experienced multimedia environmental compliance and conformance auditor, and serves as a multi-media subject matter expert for regulatory compliance.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECTS

- **MSA Quality Assurance Project Plan & Priority Climate Action Plan**, Lexington-Fayette Urban County Government
- **Greenhouse Gas Emissions Inventory, Target Setting, and Reduction Plan**, Lexington-Fayette Urban County Government

SUSTAINABILITY

- **Transformation Sustainability**, Ford Motor Company Dearborn Campus
- **Life Cycle Analyses Studies And Modeling**, Center for Innovative Food Technologies
- **Enterprise GHG Inventory**, Health Care Service Corporation
- **Sustainability Management Planning**, Sunny Delight Beverages Company
- **Energy Efficiency and Conservation Block Grant (EECBG) Strategy Development**, Department of Energy - Prince George's County, MD
- **Wastewater Treatment Plant Energy & Process Optimization**, City of Adrian, MI
- **Existing Building USGBC LEED Gap Analyses**, Comerica Bank, Lansing, MI
- **Corporate Greenhouse Gas Baseline Inventory**, Sunny Delight Beverages Company
- **Resource Efficiency Assessments**, Sunny Delight Beverages Company

ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

- **Environmental Management and Compliance**, CBRE – Deutsche Bank, Implementation of Compliance Program, U.S.
- **Compliance Program, Confidential Client**, Financial Services Industry, U.S.
- **Environmental Permitting**, DTE Energy, Blue Water Energy Center
- **316(b) Compliance Strategy/Ongoing Support**, DTE NorthwindTM LLC
- **Design of Impingement Reduction Measures**, DTE Energy
- **Preparation of 316(b) NPDES Application Requirements**, DTE Energy, Multiple Facilities
- **EHS Compliance Program**, BMW of North America, U.S.

**TETRA TECH ROLE**

Vice President

Senior Program Manager

Environmental Science & Management, Operations Manager

SME, Environmental Compliance

EDUCATION

MS, Environmental Health, University of Michigan, Ann Arbor MI

BS, Environmental Protection, Ball State University, Muncie IN

REGISTRATIONS/CERTIFICATIONS

- LEED Accredited Professional
- Ionizing Radiation Safety
- ISO 14001 Lead Auditor
- ANSI-RAB Lead Auditor
- 40-hour HAZWOPER
- DOT/IATA Training

PROFESSIONAL AFFILIATIONS

- Project Management Institute
- US Green Building Council
- National Environmental Health Association
- American Industrial Hygiene Association

MELINDA KEILLOR | SENIOR ENVIRONMENTAL SCIENTIST

Mindy has over 30 years of environmental experience with expertise in waste and air regulations for public agencies, such as Michigan Department of Environment, Great Lakes, and Energy (EGLE), and for private sector in waste, automotive, steel, and cement/aggregate industries. Her roles have included Environmental Manager at Lafarge Holcim; Environmental Specialist at Toyota; Environmental Engineer at U.S. Steel; and Environmental Health & Safety Manager at US Ecology. During her tenure at EQ, she was the company expert for Federal & State Air regulations. Mindy has extensive experience specializing in compliance, inspection, and environmental response.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECTS

- **MSA Quality Assurance Project Plan & Priority Climate Action Plan**, Lexington-Fayette Urban County Government
- **Greenhouse Gas Emissions Inventory, Target Setting, and Reduction Plan**, Lexington-Fayette Urban County Government

REGULATORY AGENCY PROJECTS

- **Air Emission Inventory Annual Reporting, Hazardous Waste TSDF**, Automotive, Manufacturing, Steel, Mining, MI, NY, OH, OK
- **Air Compliance Reporting (Title V, PTI, PTIO), Hazardous Waste TSDF**, Automotive, Steel, Mining, MI, NY, OH, OK
- **Air Permit Application**, Ohio EBIZ, PTIO, Renewable Energy, OH
- **Air RMP (EPA Risk Management Program, 112r, 40 CFR 68)**, Renewable Energy, OH
- **Onsite Environment Staff Support**, Manufacturing, MI
- **Episode Plan**, Automotive, MI
- **Air Greenhouse Gas (GHG)**, Hazardous Waste TSDF, MI
- **Tier II Reporting (SARA Title III, Tier II, 312) Hazardous Waste TSDF**, Automotive R&D, Mining, MI, NY, OH
- **Toxic Release Inventory Reporting & Reviewer (SARA Title III, Tier III, 313), Hazardous Waste TSDF**, Automotive, Mining (Asphalt & Ready Mix), MI, NY, OH
- **Asbestos - Hazardous Waste TSDF**, MI
- **Award Applications**, National Stone Sand and Gravel Association & Michigan Manufacturing Association, Mining, MI, NY, OH
- **CERCLA - Hazardous Waste TSDF**, MI
- **Department of Homeland Security, Hazardous Waste TSDF Requirements**, DHS, MI
- **Hazardous Waste Inspections (Part 111, formerly Act 64 & RCRA)**, State Agency, MI
- **Hazardous Waste Management (Part 111, formerly Act 64 & RCRA), Hazardous Waste TSDF**, Automotive R&D, Mining
- **Hazardous Materials (HAZMAT, DOT, IATA, IMDG)**, Waste Management Company, Automotive R&D, Mining
- **Solid Waste (Part 115, formerly Act 641)**, State Agency, Waste Management Company, Automotive, Mining, MI
- **Spill Prevention Control and Countermeasures**, Mining, MI, NY, OH
- **Water Annual Withdrawal (Use) Reporting**, Mining, MI, NY, OH
- **Water Groundwater**, Mining, MI
- **Water Industrial Stormwater NPDES/SWPPP**, (Individual & General) Mining, MI, NY, OH
- **Toxic Substances Control Act Compliance**, Waste Management, Automotive R&D, MI
- **Tanks (AST) – Hazardous Waste TSDF**, Automotive R&D, Mining, MI, NY, OH
- **Tanks (UST) Inspection**, Automotive, Mining
- **Award Applications**, Wildlife Habitat Council, Mining
- **Hazardous Waste TSDF Database Tracking and Reporting**, Steel, Mining, MI, NY, OH, OK



EDUCATION

BS, Natural Resources, University of Michigan, Ann Arbor, MI

REGISTRATIONS/CERTIFICATIONS

- Industrial Wastewater Operator, A1a, W 7486
- Industrial Storm Water Operator, A1i, I-14905
- ISO 14001 Lead Auditor Training
- DEQ Hazardous Waste Inspector
- McCoy RCRA Training
- Hazardous Materials (HAZMAT), DOT, IMDG, IATA
- MIOSHA/OSHA Industrial, 30-hr
- MIOSHA/OSHA Construction 10-hr
- OSHA 24-hr Hazardous Waste Operations & Emergency Response (HAZWOPER), 8-hr Refreshers
- MSHA 24-hr 2017 & 8-Refreshers

PROFESSIONAL AFFILIATIONS

- Air & Waste Management Assoc
- Board Member, Air & Waste Management Assoc, East MI Chapter
- Suppliers Partnership for the Environment
- Wildlife Habitat Council

ZOE ROBERTS, EIT | ENERGY PLANNING

Zoe has modeled energy usage and savings measures for a variety of building types. She is currently supporting a retrofit project of a historic state building to reach net zero and electrification goals. With her background in mechanical engineering, Zoe brings a deep understanding of design and system selection to energy projects.



EDUCATION

- BS, Mechanical Engineering, Rice University, Houston, TX

REGISTRATIONS/CERTIFICATIONS

- Engineer in Training (EIT):
CA-18-309-20

- **Carbon Neutral Facilities Plan**, City of San Luis Obispo, CA
 - Reduce GHG emissions from city owned facilities
 - Assist the city with the process and development of a strategic plan that lays out near term funding priorities for the 2023-25 Financial Plan
 - Creates policy and long-term strategy through 2030
- **Energy and Water Evaluations, Mississippi Army National Guard**, State of Mississippi Army Military Department, MS
 - 6M+ SF of EISA compliant energy and water evaluations across the state of Mississippi
 - Utilized BUILDER SMS database to identify critical energy projects
- **Energy Efficiency & Resiliency Action Plan**, George Mason University, Fairfax, VA
 - 9 million SF of building space and multiple central utility plants
 - Developing multiple pathways to carbon neutrality for multiple George Mason campuses
 - Partners from concept through implementation
- **Strategic Energy & Carbon Neutrality Plan**, California State University East Bay, Hayward, CA
 - Providing a strategic energy plan and carbon neutrality for CSU East Bay
 - The project will include energy audits, building electrification, and energy management planning
- **Carbon Neutrality Plan**, San Diego State University, San Diego, CA
 - Established a carbon neutrality roadmap to decarbonize campus energy, building and transportation system
 - Provided a campus energy transition and phasing plan to decommission existing co-generation central plant and steam distribution
- **Integrated Energy Resource Plan**, Los Angeles Community College, Los Angeles, CA
 - Developed energy master plan for three LACCD campuses
 - Focused on campus decarbonization, energy efficiency, renewable energy and microgrid analysis
- **Confidential Municipal Client District Energy Feasibility Study**
 - Feasibility study for a district thermal energy system for a multi-use development
 - A variety of system variations were studied with recommendations given to the utility who would operate the system

LAUREL GRAVES | DIGITAL SOLUTIONS MANAGER

Laurie has nearly 30 years of professional, technical, and analytical expertise in database design, data analytics, data integration, business/systems analysis, implementation of Agile software development, and helpdesk/troubleshooting for business applications. Her digital design solutions, teaching/training, and technical/business writing have been a valuable asset to project teams. Laurie excels at leadership and customer satisfaction, as she is meticulous with quality assurance, and has worked on numerous regulatory compliance projects.

GENERAL MOTORS (GMR2) SUSTAINABLE REPORTING

- **Software Development, Integrations & Database Design for Regulatory Reporting and Data Coordination**
- **Automatic Notification System (ANS) Business Analyst**
- **Material Safety Data Sheet (MSDS) Gatekeeper**
- **IT Team Leader Environmental Software Integrations: Sphera, ETQ Reliance®, and ERA Sustainability Assessments**
- **Environmental Reporting and Data Management**
- **Service Parts Operations (SPO) Compliance Metrics Coordinator for World HQ**
- **Training Materials Portal Development**
- **SARA 312, 311, Michigan Air Emissions Reporting System, and Michigan Annual Wastewater Report**



EDUCATION

- MA, Higher Education, University of Michigan
- BA, Social Sciences, Michigan State University

REGISTRATIONS/CERTIFICATIONS

- ICAgile Certified Professional - Business Value Analysis
- Cybersecurity (CC) certified (ISC2)
- Enablon Training: Shared Functions, Audit Compliance (ACS), Action Plan (AP), Compliance (RCM), Health & Safety
- Enablon QS Methodology
- Enablon QS Certification
- Qualified User: Myers-Briggs Type Indicator (Facilitator)

AMY SOHNER | COMMUNITY OUTREACH

Amy has a background in environmental education, and a degree in Natural Resource Conservation and Management. She is a Certified Environmental Educator, a graduate of the Leadership Lexington Program, a board member of both Bluegrass Tomorrow, and Keep Lexington Beautiful, and is the Chair of both Women Leading Kentucky and the Lexington Stormwater Stakeholder Advisory Committee.

Since 2001, she and Bluegrass Greensource (BGGs) have provided outreach to schools, community groups, businesses, local governments, and citizens throughout the region to focus on water quality, waste reduction and energy efficiency. Amy has built BGGs from the ground up, and has managed every aspect of the organization from strategic planning, marketing and social media to grant writing, training, and program development.



EDUCATION

- BS Natural Resource Conservation and Management, University of Kentucky
- Natural Resource Conservation and Management, Study Abroad Program Napier University, Edinburgh, Scotland

PROFESSIONAL AFFILIATIONS

- Women Leading Kentucky, Board Member, and Chair
- Keep Lexington Beautiful, Board Member
- Bluegrass Tomorrow, Board Member
- City of Lexington Stormwater Stakeholder Advisory Council, Chair
- Empower Lexington Plan Steering Committee, Member

- **Community Energy Advisor**, City of Lexington
 - Developed and implemented energy efficiency programs throughout the city; these included retrofit grants for nonprofits, community engagement programs and resource development
- **Comprehensive Stormwater Education**, Georgetown and Scott counties
 - Relationship building
- **Main Street Clean Sweep, Energy Efficiency Workshops**, Bourbon, Clark, Fayette, Jessamine, Scott, and Woodford counties
 - Deep relationships with elected officials and community leaders for community events, PreK-12 Education, Past Grant Program
- **Energy Efficiency Workshops for Low to Moderate Income (LMI) Communities**, Bourbon, Clark, Fayette, Jessamine, Scott, and Woodford counties
 - Organize, plan, and promote workshops (minimum of 10 per year) to help LMI residents in central Kentucky learn how to make their home more energy efficient, save money and reduce greenhouse gas emissions. The first grant received through EPA's Environmental Justice grant program, and continues to focus on low income and disadvantaged communities
- **Sustainable Hospitality Program**, VisitLEX
 - Managed five focus groups, performed administration and reporting
- **Hinkston Creek Watershed and Dix River Watershed**, Bourbon, Montgomery, Nicholas, Boyle, Garrard, Lincoln counties
 - Managed stakeholder groups

NICHOLAS MCCREARY, LEED AP BD+C | **SUSTAINABILITY ANALYST**

Nick focuses his sustainability practice on helping clients facilitate practical climate action plans and sustainability strategies to support significant improvements in their sustainability reporting. He advises clients on Climate Action Planning, Environmental, Social, and Governance (ESG) Strategy, Planning and Reporting, Energy Management, ESG Assurance Services, ESG Audits, and supporting the needs of executive boards for ESG strategies, and education issues. Nick is adept at convening stakeholders, and managing community relations.

He has past experience with Creighton University in Omaha, as lead author and originator for their inaugural sustainability plan, where Nick developed a sustainability-focused internal grant fund, and launched a post-consumer composting program. He has also served as a sustainability coordinator for Indiana State University, where he directed a multi-disciplinary committee that created the university's sustainability plan. Additionally, Nick held a professorship in environmental science and sustainability science.

**EDUCATION**

- MS, Environmental Science & Sustainability, St. Louis University, St. Louis, MO
- BA, Earth Science, DePauw University, Greencastle, IN

REGISTRATIONS/CERTIFICATIONS

- USGBC, LEED AP BD+C

ALBERT LU | SUSTAINABILITY ANALYST

Albert is an Environmental Engineer with combined experience in greenhouse gas (GHG) emission inventory projects, GHG verification and assurance, environmental regulation and compliance, and data modeling. He has performed major public and private sector roles in improving corporate GHG inventories, developing ESG strategies, and constructing public infrastructure megaprojects. Albert has worked for clients in various industries such as tech, entertainment, media, banking and financial services, manufacturing, real estate, insurance, marketing, and utility services. He is experienced in state and federal environmental permitting, GHG and criteria air pollutant modeling, and GIS hardware and software. Albert is proficient with the emission calculation methodologies of GHG Protocol, and the ISO 14064-3 standard for GHG verification.



AREAS OF EXPERTISE:

- GHG data and inventory management
- GHG accounting and verification
- Criteria air pollutants emissions estimation
- Data modeling and validation
- Environmental regulation and compliance
- Environmental impact assessment
- Infrastructure megaprojects
- Natural resources management

SUSTAINABILITY ANALYTICS

- **Envision Gap Analysis**, Sepulveda Transit Corridor Project (Bechtel and LA Metro)
- **GHG Scope 1, 2, and 3 inventory, Carbon Disclosure Project (CDP), GHG emissions disclosure**, Beyondsoft and Microsoft supplier
- **Scope 1, 2, and 3 verification, GRESB disclosure**, Macerich
- **Scope 1, 2, and 3 verification, CDP disclosure**, GLG
- **Scope 1, 2, and 3 verification, Microsoft supplier GHG emissions disclosure**, One10
- **Scope 1, 2, and 3 verification**, Paramount
- **Sustainability strategy research and development**, PNC Bank
- **Scope 1, 2, and 3 verification**, Rambus
- **Scope 1, 2, and 3 verification, CDP disclosure**, Steel Dynamics
- **Scope 1, 2, and 3 verification**, Symetra
- **Department of Energy Federal Loan Application, Community Benefits Plan**, Wabash Valley Resources
- **GHG Scope 1, 2, and 3 data and inventory management**, Masonite
- **Climate Transition Plan GHG emissions reduction modeling**, GridTek
- **GHG and environmental data quality control, and audit support**, AES
- **GHG Scope 1, 2, and 3 limited assurance**, Fresh Del Monte
- **Health Risk Assessment and air quality modeling**, Holz Rubber

KERAMIDA

EDUCATION

- MS Environmental Engineering, University of Southern California (USC) Los Angeles, CA
- BS Environmental Science, University of California, Los Angeles (UCLA), Los Angeles, CA

TRAINING

- National Environmental Policy Act (NEPA)
- California Environmental Quality Act (CEQA)
- Construction and Operational Safety
- Federal and California State Emergency Management and Response
- Software/Analytics: Greenstone+, ESRI ArcGIS, R, MATLAB

EMILEE BROWN | SUSTAINABILITY ANALYST

Emilee's expertise has centered around ESG reporting projects, benchmarking, sustainability report writing, materiality assessments, and data analysis projects. She recently published a blog detailing the key considerations companies should include in their Net Zero goals and strategies. Her focus is on climate action planning, corporate sustainability consulting, and stakeholder engagement. Her diverse background in multiple sectors of sustainability include environmental policy, conservation, corporate sustainability, community organizing, and higher education. Emilee has spearheaded strategic initiatives in sustainability education, fossil fuel divestment, renewable energy, and institutional policy development. She has engaged over 750 community members and sustainability professionals in trainings on topics such as recycling, community organizing, sustainability fundamentals, intersectionality, and strategic planning.

AREAS OF EXPERTISE

- Sustainability
- Climate Action Planning
- Community Organizing
- Strategic Planning
- ESG Reporting Standards
- Materiality Assessments
- Benchmarking
- Net Zero Road mapping



EDUCATION

- BAESS Environmental Sustainability Studies, Indiana University, Bloomington, IN

REGISTRATIONS/CERTIFICATIONS

- Global Reporting Initiative (GRI) Trainer

AMBER GREANEY, ENV SP, LEED GREEN ASSOCIATE | **GRANTS AND FUNDING SUPPORT**

Amber's professional focus is sustainability with her experience that is derived from various projects from a wide array of client partners such as cities, municipalities, universities, corporations, non-profits, and private clients. She has led numerous technical projects, including Science Based Targets initiative (SBTi) development and adoption, climate action plan strategy, transit-oriented development, vehicle technology analyses, and benchmarking policies. In addition, she has utilized a variety of sustainability reporting frameworks.

She also is an associate professor to an undergraduate-level course for the Indiana University, O'Neill School of Public and Environmental Affairs, which focuses on sustainable management, LEED standards, biosphere/human sphere, climate action plans, reporting standards, ecosystems and habitats, green buildings and sites, and livable cities.

Amber has previously served as a program manager for energy and environment for the city of Indianapolis, Office of Sustainability, as the city's technical expert for sustainability information, best practices, data, principles, LEED standards, international reporting frameworks, and has acted as a city spokesperson on sustainability programs with internal and external constituencies.

AREAS OF EXPERTISE

- Sustainable Building Design
- Sustainability Reporting Frameworks (GRI, CDP, ICLEI)
- Utility tracking via EPA's Energy Star Portfolio Manager
- Energy Tracking via Tableau
- Carbon Disclosure Project (CDP)
- GHG Protocol (Climate View, EPA Calculator, SBTi)
- Statistical Analysis

**EDUCATION**

- MPA, Environmental Policy and Sustainability/Public Affairs, Indiana University, Indianapolis, IN
- BS, Sustainability Management & Policy, Indiana University, Indianapolis, IN
- BS, Public Affairs, Indiana University, Indianapolis, IN

REGISTRATIONS/CERTIFICATIONS

- Institute for Sustainable Infrastructure (ISI), Envision Sustainability Professional (ENV SP)
- USGBC, LEED Green Associate

PROFESSIONAL AFFILIATIONS

- Associate Faculty member at Indiana University Indianapolis

DEGREE OF LOCAL EMPLOYMENT

Tetra Tech's local office is located at 424 Lewis Hargett Circle, Suite 110, Lexington, KY. Tetra Tech is currently registered by the Commonwealth of Kentucky in accordance with KRS 322.060 to perform the engineering services needed for this project. **Our Kentucky registration number is 1555.**

Bluegrass Greensource, is a non-profit organization, located at 835 National Ave, Lexington, KY. Amy Sohner is the Executive Director of this organization.

HEC Hamblin Environmental, is a Kentucky-based business located at 460 Old Germantown Rd, Brooksville, KY.



AFFIRMATIVE ACTION/EEO PARTICIPATION

We understand the importance of Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Business (VOSB) goals and are committed to providing meaningful participation at levels desired by LFUCG. Our track record on similar efforts demonstrates our commitment to, and success in, achieving or exceeding project-specific goals.

To achieve and exceed your 10% MWDBE participation goal, we have enlisted the services of **KERAMIDA** to provide our team a highly qualified Woman-Owned Business Enterprise.

To achieve your 3% Veteran-Owned participation goal, we have enlisted the services of **HEC Hamblin Environmental**.

TETRA TECH IS A PROUD PARTNER OF



4. Specialized Experience | Technical Competence

RECENT PROJECT EXPERIENCE

The following examples of recent projects demonstrate our capabilities to perform climate action planning, greenhouse gas inventories, and stakeholder and community engagement.

EXAMPLE PROJECTS	1	2	3
Greenhouse Gas Inventories	■	■	■
Emissions Reductions	■	■	■
Climate Action Planning		■	■
Community & Stakeholder Engagement		■	■
Low Income & Disadvantaged Community Targeting		■	■



GREENHOUSE GAS EMISSIONS INVENTORY, TARGET SETTING, & REDUCTION PLAN

1

Tetra Tech is currently finalizing community-wide and municipal greenhouse gas (GHG) emissions inventories in accordance with Intergovernmental Panel on Climate Change (IPCC) requirements and the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC). The GPC is a globally recognized standard that enables cities to utilize consistent methodologies for developing inventories, thus allowing for ease of comparison to peers, transparent calculations, and meaningful results. The GPC is a comprehensive inventory method resulting in emissions aggregated by sector, scope, gas, total, and biogenic origin. The GPC accomplishes this through the use of two frameworks, “scopes” and “city-induced.”

From the GPC, “The scopes framework allows cities to comprehensively report all GHG emissions attributable to activities taking place within the geographic boundary of the city by categorizing the emission sources into in-boundary sources (scope 1, or “territorial”), grid-supplied energy sources (scope 2), and out-of-boundary sources (scope 3).” The city-induced framework ensures all emissions generated by a city, inside or outside of the geographic boundary, are totaled. The GPC offers a BASIC and a BASIC+ level of reporting that represent varying degrees of inventory completeness.

The BASIC level includes Scope 1 emissions from stationary energy, in-boundary transportation, and waste and wastewater generated and disposed of in the geographic boundary, Scope 2 emissions from grid-supplied electricity, and Scope 3 emissions from waste and wastewater generated in the geographic boundary and disposed of outside of the boundary. BASIC+ includes the components of the BASIC level plus Scope 3 emissions for electricity transmission and distribution and out-of-boundary transportation as well as Scope 1 emissions for Industrial Processes and Product Use (IPPU), Agriculture, Forestry, and Land Use (AFOLU), and any other emissions occurring outside of the geographic boundary as a result of city activities. Therefore, the BASIC+ level of reporting requires challenging data collection and more complex calculation methodologies. The City elected to report on the BASIC+ level.

After completion of the GHG inventories, Tetra Tech will compare the current reporting year (2021) to prior emissions inventories to identify trends in aggregate, per capita, and gross domestic product (GDP) inventory results. In addition, an analysis of relevant trends such as sector-level drivers, data availability, data sources, emission factors, and methodology will be conducted to determine how these factors may impact changes in GHG inventory emissions. The base inventory and results of the trend analysis will be used to develop “business-as-usual” emissions forecasts for 2025, 2030, and 2050 that represent the expected emissions if no action is taken.

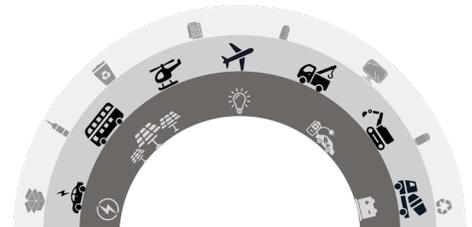
The data compiled from the GHG inventories, trend analysis, and forecasts will be used to develop an Arc score for the City. Arc is a software created by the Green Business Certification, Inc. (GBCI) that benchmarks the environmental impacts of a city through a performance score that can be compared to other cities globally. The Arc score can offer insight on areas (energy, water, waste, transportation and human experience) where the city may have room for improvement.

Finally, Tetra Tech will assist the City with setting emission reduction targets that align with the current U.S. initiative to “meet the moment” by achieving a 50-52 percent reduction from 2005 levels in economy-wide net greenhouse gas pollution in 2030 and net-zero greenhouse gas emissions by no later than 2050. Targets will be developed for each sector identified in the GHG inventories that total to an overall reduction goal. ■



LEXINGTON

- Carbon Accounting & Reduction Goals
- Greenhouse Gas Emissions Inventory
- Stakeholder/Community Engagement



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

SIZE: Community-wide & Municipal Activities

START/END DATE: 2023/Ongoing

OWNER: Lexington-Fayette Urban County Government, KY

SERVICES: Sustainability Consulting

KEY STAFF INVOLVEMENT:

- Abby Terry, Project Manager
- Andrew Webster, Sr. Project Advisor
- Mindy Keillor, Sr. Env. Scientist



LEXINGTON-FAYETTE MSA CPRG QAPP & PCAP

2

The Climate Pollution Reduction Grants (CPRG) program is a U.S. Environmental Protection Agency (EPA) initiative to act as a catalyst in helping communities develop and implement ambitious plans for reducing GHG emissions and other harmful air pollution.

Tetra Tech was awarded the QAPP & PCAP pieces of Lexington-Fayette County MSA's CPRG Planning Grant. This work includes:

Quality Assurance Project Plan (QAPP)

Quality assurance is required for awards granted by the U.S. EPA under 2 CFR 1500.12. Directive No: CIO 2105-S-02.0 dated July 2023 defines the minimum requirements for the Quality Program supporting EPA environmental programs unless superseded by statutory requirements. A Quality Assurance Project Plan (QAPP) is a comprehensive document detailing project-specific quality assurance, quality control, and technical activities for the generation, collection, and use of environmental data or information. Tetra Tech completed the QAPP and it has been submitted to EPA for approval.

Priority Climate Action Plan (PCAP)

The PCAP is a precursor to the Comprehensive Climate Action Plan (CCAP), due two years after planning grant award. The PCAP must include a simplified GHG inventory for the MSA, quantified priority GHG reduction measures, a low-income and disadvantaged communities benefit analysis, stakeholder involvement, and a review of authority to implement.

Lexington-Fayette MSA GHG Inventory

Since Lexington's 2021 GHG inventory was just completed, 2021 will be used as the baseline year. The inventory will build on Lexington's 2021 inventory and will include Stationary Energy, Transportation, and Waste for the additional MSA members.

Quantified Voluntary GHG Reduction Measures

Tetra Tech will work with LFUCG to identify the priority sectors and voluntary reduction measures through stakeholder and interagency/intergovernmental coordination. Tetra Tech will focus on voluntary reduction measures identified by stakeholders and the results of the GHG emissions inventories that are readily implementable with funding. Once the reduction measures are identified, Tetra Tech will quantify the emission reductions for the priority measures included in the PCAP using readily available tools.

Low Income and Disadvantaged Communities Benefit (LI-DC) Analysis

The authorizing statute for the CPRG program specifies that implementation grant applications should include information on the extent of GHG reductions for low-income and disadvantaged communities. The PCAP should identify disadvantaged communities in the jurisdiction covered by the plan, how the recipient meaningfully engaged with such communities in the development of each plan, and how they intend to continue this engagement into the future.

Stakeholder Engagement

State and metropolitan area lead organizations must involve stakeholder groups and the public in the process for developing the PCAP. LFUCG will lead the collaboration and coordination of the Climate Pollution Reduction Planning Team. In coordination with LFUCG, Tetra Tech will support communications with the Lexington-Fayette Co. MSA. Tetra Tech will also support and facilitate public and stakeholder engagement by leveraging relationships that were built through the Empower Lexington update, Imagine Lexington, and other community/regional processes. Purposeful efforts will be made to engage the low-income and disadvantaged communities identified by the Lexington-Fayette Co. MSA. ■



LEXINGTON

- LFUCG MSA CPRG Planning Grant
- Stakeholder/Community Engagement

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

SIZE: Community-wide & Municipal Activities

START/END DATE: 2023/Ongoing

OWNER: Lexington-Fayette Urban County Government, KY

SERVICES: Sustainability Consulting

KEY STAFF INVOLVEMENT:

- Abby Terry, Project Manager
- Andrew Webster, Sr. Project Advisor
- Mindy Keillor, Sr. Env. Scientist



GRAND VALLEY METROPOLITAN COUNCIL METROPOLITAN STATISTICAL AREA (MSA) CLIMATE ACTION PLAN

3

KERAMIDA and ClimateView are working together to develop the Preliminary Climate Action Plan, Implementation Grant, Comprehensive Climate Action Plan, and Status Report for the Grand Rapids MSA. To date, KERAMIDA has submitted a QAPP which has been approved by the EPA, completed the regional GHG inventory, administered three community engagement events, established three advisory committees including the LIDAC advisory committee, and finished a first draft of the PCAP.

Having experience working on another CPRG project is invaluable. In addition to the CPRG planning grant requirements, KERAMIDA is advising and assisting the GVMC in writing an Implementation Grant for one or more mitigation measure included in the PCAP. ■

To view unique insights from participants contributing to the development of a plan that truly represents the diverse needs, concerns, and aspirations of Western Michigan's vibrant communities:



- Climate Pollution Reduction Grant
- Stakeholder/Community Engagement

GRAND VALLEY METROPOLITAN COUNCIL

SIZE: Community-wide & Municipal Activities

START/END DATE: 2023/Ongoing

OWNER: Grand Valley Metropolitan Council

SERVICES: Sustainability Consulting

KEY STAFF INVOLVEMENT:

- Nicholas McCreary, Sustainability
- Amber Greaney, Grants/Funding Support



GVMC

KERAMIDA
GLOBAL SUSTAINABILITY | CLIMATE | EHS

CDP
GOLD ACCREDITED PROVIDER 2024

ClimateView
Accredited Partner



5. Estimated Costs & Schedule

ESTIMATED COST OF SERVICES

Please review the following comprehensive and detailed listing of all costs, fees, and reimbursables to be included in the work for this project.

The total estimated cost on a time and materials not to exceed basis is estimated to be **\$505,000 USD**. Pricing is valid for 30 days. Our hourly rates for personnel engaged in the project are presented in the tables shown below. Tetra Tech proposes to conduct all work included in accordance with LFUCG Purchase of Service Agreement Terms. We will invoice each month for the portion of work completed and our payment terms are net 30 days.

HOURLY RATES

The following tables present hourly rates for all members and subconsultants of the project team.

TABLE 5-1: TETRA TECH

ROLE	NAME	HOURLY BILLING RATE
Project Manager	Abby Terry	\$130
Senior Project Advisor	Andrew Webster	\$230
Senior Environmental Scientist	Melinda Keillor	\$150
Energy Planning Engineer	Zoe Roberts	\$190
Digital Solutions Manager	Laurel Graves	\$160

TABLE 5-2: BLUEGRASS GREENSOURCE

ROLE	NAME	HOURLY BILLING RATE
Community Outreach	Amy Sohner	\$85

TABLE 5-3: KERAMIDA

ROLE	NAME	HOURLY BILLING RATE
Sustainability Analyst	Nick McCreary	\$275
Sustainability Analyst	Albert Lu	\$175
Sustainability Analyst	Emilee Brown	\$175
Grants & Funding Support	Amber Greaney	\$175

TABLE 5-4: HEC HAMBLIN ENVIRONMENTAL

ROLE	NAME	HOURLY BILLING RATE
As Needed Technical Support	Lee Hamblin	\$85

REIMBURSABLES

Reimbursables - Mileage will be billed at the IRS 2024 standard rate of 67 cents per mile.

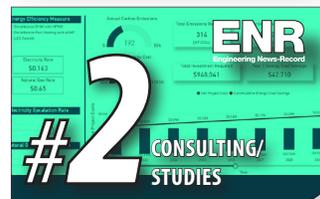
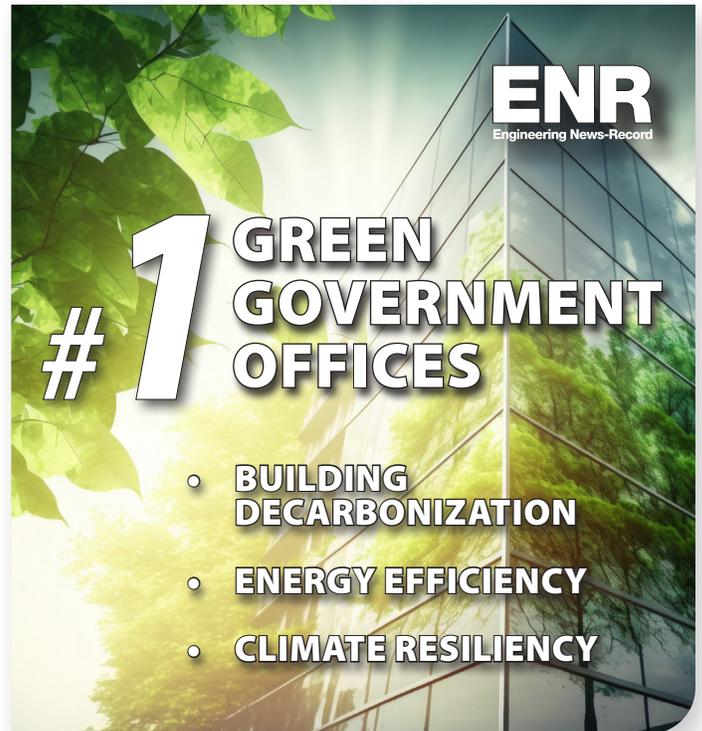
6. Additional Information

THE TETRA TECH ADVANTAGE

As the leading firm in environmental consulting, Tetra Tech brings a highly qualified blend of expertise and knowledge to the Lexington-Fayette Urban County Government (LFUCG). Our team of sustainability experts will follow an effective project approach and management plan to achieve the desired program results, all of which will be led by our highly responsive Project Manager, Abby Terry, from our Lexington office.

The LFUCG's Climate Pollution Reduction Plan will need a well-known representative whose long-standing local relationships will facilitate engagement of community stakeholders, and gain consensus across our diverse region. Tetra Tech presents an exceptional team of professionals that has the understanding, and the capacity to support you in this very endeavor. Garnered from our 30-year relationship supporting LFUCG and the team's specialized experience, we have a clear depth of understanding in the Lexington-Fayette regional agency operations, and most importantly we are currently engaging stakeholders to complete the precursors of this project to support you.

The Lexington-Fayette community is progressing towards achieving its goals and objectives to be an accomplished leader in climate action planning. We are proud to be your consultant for the Greenhouse Gas Emissions Inventory, Target Setting, and Reduction Plan, as well as the QAPP & PCAP projects, from the Climate Pollution Reduction Grants program. The best value we bring to LFUCG is our understanding and knowledge from these preliminary projects, that will save a substantial amount of time and money progressing towards the next step of completion of the Comprehensive Climate Action Plan. The Tetra Tech team has demonstrated the ability and commitment to undertake the work that you need immediately, and to dedicate the necessary personnel and resources to your projects. We will continue to prioritize your work as a trusted partner, and be your best resource as Lexington-Fayette Urban County Government's Climate Pollution Reduction Planning Consultant. ■



PAST RECORD & PERFORMANCE

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND TETRA TECH

THE QUALITIES YOU SEEK

The characteristics that you seek in a firm are embodied in our people and in the way we approach projects:

CHARACTER AND INTEGRITY

These qualities are demonstrated by the staff that represent Tetra Tech to our clients. We recognize the essential need to earn the trust of the many stakeholders that will be involved in a project of this type.

REPUTATION

Tetra Tech's reputation in Lexington is one of providing a high level of service to LFUCG. We do this while collaborating with your staff and other team members to ensure your goals are met.

EXPERIENCE

We have designed our team to provide Lexington with the best local capability along with the experience that we have in our offices around the country.

EFFICIENCY

Efficiency in professional services means "hitting the ground running." Because of our history of work with LFUCG, there will no learning curve for our staff. We understand the dynamics of LFUCG and the Lexington community.

PROJECTS

The Tetra Tech team has enjoyed a 30-year working relationship with LFUCG. We have listed below, a partial listing of current and completed projects, performed with responsiveness, and individualized attention to LFUCG's needs. **The quality of work, control of costs, and ability to meet schedules has been maintained.** We have worked in a collaborative manner with staff and stakeholders to complete project milestones on time, in a cost-effective manner, delivering high quality deliverables. Our team has a deep understanding and knowledge base of EPA regulations, as most of our projects with LFUCG require EPA compliance.

Through the work completed to date, Tetra Tech has worked with a variety of groups within the government including the Division of Water Quality, Division of Environmental Services, and Division of Engineering.

- **CPRG, QAPP & PCAP**
- **Greenhouse Gas Emissions Inventory, Target Setting & Reduction Plan**
- Division of Community Corrections Facility Air Permitting
- Municipal Separate Storm Sewer System (MS4) Program Management Services
- Development of the Stormwater Quality Management Program (SWQMP) as part of the EPA Consent Decree Negotiations
- Stormwater Manual
- Procedures Manual for Infrastructure Development
- Vaughns Branch / Sugar Mill Flood Mitigation
- Danby Corners FEMA Letter of Map Revision
- Expansion Area 2 Stormwater Master Plan
- Southland Drive Drainage Study
- North Elkhorn Hydrologic and Hydraulic Model
- Town Branch Hydrologic and Hydraulic Model
- Detention Basin Maintenance Program
- Firethorn Detention Basin Improvements
- Walhampton Stormwater Improvements
- Wolf Run Wet Weather Storage
- West Hickman Wet Weather Storage

REFERENCES

Our references are familiar with the extra effort put forth by our staff to establish and maintain good working relationships with our clients. The following references can attest to Tetra Tech's character and reputation. ■

JENNIFER CAREY, PE

Director of Environmental Services
Lexington-Fayette Urban County
Government
859.425.2888
jcarey@lexingtonky.gov

JADA WALKER GRIGGS

Sustainability Program Manager Sr.
Division of Environmental Services
Lexington-Fayette Urban County
Government
859.258.3144
jgriggs@lexingtonky.gov

BARRY MARIETTA

Director, Air Quality Services
Environmental Management &
Resources
DTE Energy
313.235.5611
barry.marietta@dteenergy.com

REQUIRED FORMS



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

01/22/2024

Date

PRIVILEGED AND CONFIDENTIAL

**AFFIRMATIVE ACTION PROGRAM
FOR
WOMEN & MINORITIES**

Tetra Tech, Inc



AFFIRMATIVE ACTION PROGRAM
FOR
WOMEN & MINORITIES

Contractor: Tetra Tech, Inc.

EEO Manager: Janet Brunner

CONFIDENTIAL TRADE SECRET MATERIALS

(Not for distribution except on a need-to-know basis.)

This affirmative action program contains confidential information that is subject to the provision of 18 U.S.C. 1905, Chrysler Corp. v. Brown, 441 U.S. 281, 19 FEP 475 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information is considered arbitrary and capricious and is in violation of the Administrative Procedure Act. See CNA Financial Corp. v. Donovan 830 F.2nd 1132, 1144 and n. 73 (D.C. Cir.) certiorari denied, 485 U.S. 977 (1988). Copies of this affirmative action program and all related appendices, documents, and support data are made available on loan to the U.S. Government upon the request of said Government on the condition that the Government holds them totally confidential and does not release copies to any persons whatsoever. This affirmative action program and its appendices and other supporting documents contain much confidential information that may reveal, directly or indirectly, plans for business or geographical expansion or contraction. Pursuant to the Freedom of Information Act, this affirmative action program is exempt from disclosure, reproduction and distribution upon the grounds, among others, that such material constitutes 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (6); 2) confidential, commercial or financial information, which is exempt from disclosure under 5 U.S.C. 552(b) (4); 3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (7) (C); and 4) matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. 552(b) (3). Notice is hereby given of a request that this Program be kept confidential.

Tetra Tech, Inc wishes to make it clear that it does not consent to the release of any information whatsoever contained in this affirmative action program under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this affirmative action program was loaned to such government, or is considering a request of this Program under the Freedom of Information Act, request is hereby made that the Government immediately notify Tetra Tech, Inc and its counsel of any and all Freedom of Information Act requests by the government or any other contemplated release of this Program by the Government that relates to information obtained by the Government. Tetra Tech, Inc further requests that everyone who has any contact with this affirmative action program and its supporting appendices, documents and other data treats such information as totally confidential and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

INTRODUCTION

Tetra Tech, Inc develops an annual affirmative action program as one of several tools to implement the affirmative action policies effectively. The form, language and analysis of the program necessarily complies with the requirements of 41 CFR 60-2, et seq. (affirmative action programs) and other regulations established pursuant to the provisions of Executive Order 11246 and all other civil rights related laws and regulations that have or may be enacted, as amended. Accordingly, terminology such as "problem areas" and "utilization analysis" appearing in this affirmative action program is that which the organization is required to use by these regulations. The criteria used in relation to these terms are those specified by the Government. These terms have no independent legal or factual significance whatsoever. Although Tetra Tech, Inc uses this terminology and methodology in connection with this affirmative action program and the affirmative action policies, such usage does not necessarily signify that the organization agrees that these terms properly apply to any particular factual situation.

Information regarding identifiable individuals is private and confidentially maintained. Everyone who has official access to confidential data will exercise every precaution to protect this information.

DESIGNATION OF RESPONSIBILITY

41 CFR Section 60-2.17(a), 60-2.10(b)(2)(i)

Dan Batrack, CEO, has overall responsibility for implementation of the Equal Employment Opportunity Policy. Janet Brunner, Equal Employment Opportunity Manager, assumes the responsibility for the development, implementation and monitoring of the affirmative action program, which includes all those positions located in subordinate and/or lower-level establishments for which the selection decisions are made at the corporate level.

Responsibility for the implementation and monitoring of the affirmative action program rests with the EEO Manager, whose responsibilities include but are not limited to the following:

1. Developing policy statements and affirmative action programs.
2. Developing internal and external communication procedures when appropriate.
3. Developing an internal audit and reporting system that:
 - a. Identifies areas that require remedial action, and develops programs to correct those problem areas.
 - b. Determines the degree to which the goals and objectives are reached.
4. Monitoring the following internal practices:
 - a. Proper display of EEO posters and policies.
 - b. Full participation of minority, female, and disabled employees in all Tetra Tech, Inc sponsored educational, training, recreational, and social activities.
5. Assisting management in solving any identified problems. It is the responsibility of department heads, managers, and supervisors to provide the EEO Manager with such information and/or statistical data as is necessary to measure progress toward the attainment of goals and to assure good faith efforts to implement the affirmative action program. Such information and/or statistical data are used to set reasonable placement goals.
6. Keeping management informed of the latest developments in the equal employment opportunity area.
7. Assisting employees in solving problems and resolving EEO complaints.
8. Serving as a liaison between Tetra Tech, Inc and appropriate women and minority groups.
9. Serving as a liaison between Tetra Tech, Inc and appropriate EEO enforcement agencies.

IDENTIFICATION OF PROBLEM AREAS

41 CFR Section 60-2.17(b)

As part of the monitoring practice, an analysis of personnel matters is conducted. The following items are considered:

1. Composition of the workforce by minority group and sex. Good faith placement goals are established where necessary.
2. Composition of applicant flow by minority group and sex. Corrective action is taken when appropriate whenever the referral ratio of women and minorities indicates a significantly higher percentage is being rejected as compared to non-minority and male applicants.
3. Compensation system. Tetra Tech, Inc evaluates its compensation system to determine whether there are gender, race or ethnicity-based disparities. The purpose of the analysis is to identify potential areas where impediments to equal employment opportunity may exist. Disparities alone do not necessarily indicate a problem area; there may be many non-discriminatory reasons for a disparity.
4. Selection process. The selection process includes: position descriptions, titles, application forms, pre-employment forms, interview procedures, test validity and administration, referral procedures, final selection process and similar factors. The application and related pre-employment forms are in compliance with federal guidelines, and position descriptions accurately reflect actual duties and responsibilities.

The following areas are reviewed annually to ensure the success of this affirmative action program:

- Transfer and promotion practices,
- Facility and Tetra Tech, Inc sponsored recreational, social and educational events,
- EEO posters,
- Policy statements,
- Training Programs, and
- Suitable housing and transportation does not inhibit recruitment efforts and employment of minorities.

ORGANIZATIONAL PROFILE

41 CFR Section 60-2.11

Organizational Display

The Organizational Display is a detailed presentation of the Tetra Tech, Inc. organizational structure. It identifies each organizational unit and shows the relationship to other organizational units.

An organizational unit is any component part of the Tetra Tech, Inc. corporate structure. It might be a department, division, section, branch, group, project team, job family, or similar component. This includes an umbrella unit (such as a department) that contains a number of subordinate units, and it separately includes each of the subordinate units (such as sections or branches).

For each organizational unit, the organizational display includes the following:

1. The name of the unit;
2. The job title, gender, race, and ethnicity of the unit supervisor(s) (if the unit has a supervisor);
3. The total number of male and female incumbents; and
4. The total number of male and female incumbents in each of the separate minority groups.

The total number of incumbents in each minority classification is given for each job title. All job titles, including all managerial job titles, are listed.

WORKFORCE BY JOB GROUP
41 CFR Sections 60-2.12, 60-2.17(b)(1)

The Job Group Analysis groups jobs with similar content, wage rates, and opportunities into job groups. This analysis includes a list of the job titles that constitute each job group.

PLACEMENT OF INCUMBENTS IN JOB GROUPS

41 CFR Section 60-2.13

Tetra Tech, Inc states separately the percentage of minorities and the percentage of women it employs in each job group established pursuant to Sec. 60-2.12.

WORKFORCE BY JOB GROUP - ANNOTATIONS

41 CFR Section 60-2.1e

Tetra Tech, Inc. prepares a separate Job Group Annotations report, which lists employees who are included in an affirmative action program for an establishment other than the one in which the employees are located, and identifies the actual location of such employees.

EVALUATION OF PERSONNEL ACTIVITY
41 CFR Section 60-2.17(b)(2)

Tetra Tech, Inc. evaluates personnel activity to determine whether there are selection disparities.

DETERMINING AVAILABILITY

41 CFR Section 60-2.14

Availability is an estimate of the number of qualified minorities or women available for employment in a given job group, expressed as a percentage of all qualified persons available for employment in the job group. The purpose of the availability determination is to establish a benchmark against which the demographic composition of the incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

Tetra Tech, Inc. separately determines the availability of women and minorities for each job group. To determine availability, Tetra Tech, Inc. considers the following factors:

1. The percentage of minorities or women with requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question. 41 C.F.R. 60-2.14(c)(1).

Factor 1a considers the percent of women and minorities with requisite skills in a local recruitment area. The most current U.S. Census data is used to derive the availability of women and minorities. If this factor is used, it is because Tetra Tech, Inc. recruits, and many of its applicants live within the local recruitment area, or because we plan on recruiting in this region in the future. Any recruitment practices unique to a job group are noted on the Availability Analysis.

2. The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees within the contractor's organization who could, with appropriate training that the contractor is reasonably able to provide, become promotable or transferable during the AAP year. 41 C.F.R. 60-2.14(c)(2).

Factor 2a considers the percentage of women and minorities promotable and transferable within the contractor's organization. If this factor is chosen, it is because we fill positions by recruiting from within the workforce either through promotions or transfers. Internal applicants normally apply for these positions. Any recruitment practices unique to a job group are noted on the Availability Analysis.

PLACEMENT GOALS - COMPARING INCUMBENCY TO AVAILABILITY

41 CFR Section 60-2.15

Tetra Tech, Inc compares the percentage of women and minorities in each job group determined pursuant to Sec. 60-2.13 with the availability for those job groups determined pursuant to Sec. 60-2.14. When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group, a placement goal is established in accordance with Sec. 60-2.16.

PLACEMENT GOALS

41 CFR Section 60-2.16

Placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. Placement goals are also used to measure progress toward achieving equal employment opportunity.

The establishment of a goal under Sec. 60-2.15 is neither a finding nor an admission of discrimination.

Where, pursuant to Sec. 60-2.15, a placement goal for a particular job group is established, a percentage goal is equal to the availability figure derived for women or minorities, as appropriate, for that job group.

In establishing placement goals, the following principles from Sec 60-2.16(e) also apply:

1. Placement goals are neither rigid or inflexible quotas, nor are they considered to be either a ceiling or a floor for the employment of particular groups.
2. All employment decisions are made in a nondiscriminatory manner. Placement goals are not used to extend a preference to any individual, select an individual, or adversely affect an individual's employment status on the basis of that person's race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
4. Placement goals are not used to supersede merit selection principles.

ACTION ORIENTED PROGRAMS

41 CFR Section 60-2.17(c)

Tetra Tech, Inc develops these action-oriented programs to correct any problem areas identified in the Identification of Problem Areas 41 C.F.R. Section 60-2.17(b) and to attain established goals and objectives.

THE SELECTION PROCESS

1. At least annually, a detailed analysis of position descriptions is conducted to ensure that they accurately reflect position functions.
2. Job requirements are validated by division, department, location or other appropriate organizational units. Special attention is given to academic, experience, physical, and skill requirements to ensure that the requirements themselves do not constitute inadvertent discrimination. Job specifications are free from bias in regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disabled or veteran status, except where there is a bona fide occupational qualification. Job requirements are validated when the number of individuals from a particular race or gender group is disproportionately selected as determined by Impact Ratio studies.
3. Position descriptions and specifications are distributed to recruiting sources and members of management involved in the recruiting, screening, selection, and promotion processes.
4. Selection processes are evaluated at least annually to ensure that they are nondiscriminatory.
5. Individuals who have a role in the selection process are chosen with special care given to their qualifications for such roles and are provided any necessary ongoing training to ensure that the selection processes remain nondiscriminatory.

RECRUITMENT

Any one or all of the following techniques are used to improve recruitment and increase the flow of minority or female applicants:

1. Linkage with recruiting sources, which may include briefing sessions, plant tours, presentations by minority and female employees, and full descriptions of appropriate job openings and the selection process;
2. Encouragement of minority and female employees to refer qualified applicants;
3. Inclusion of women and minorities on the personnel staff;
4. Minority and female participation in career days, youth motivation programs and other similar programs in the community;
5. Minority and female participation in "job fairs;"
6. Active recruiting at various training institutions, especially those that have high minority and female enrollments; and
7. Expansion of help-wanted advertising to include the minority news media and women's interest media.

PROMOTIONS

Any one or all of the following techniques are used to improve promotional opportunities for minority and female employees:

1. Posting or general announcement of all appropriate job openings;
2. Assessment of current female and minority employees' academic, skill and experience levels;
3. Provision of job training and work-study programs;
4. Completion of performance appraisals;
5. Validation of job specifications;
6. Justification by supervisors when apparently qualified minority or female employees are passed over;
7. Establishment of career counseling programs, which may include attitude development, education aid, job rotations, buddy systems and similar programs;
8. Ongoing review of seniority practices in clauses and contracts to ensure that they are nondiscriminatory;
and
9. Review of all company-sponsored recreational and social activities to ensure that they are desegregated.

INTERNAL AUDIT AND REPORTING SYSTEMS

41 CFR Section 60-2.17(d)

Monitoring and reporting procedures are developed to evaluate the extent to which the goals of the affirmative action program are being met. Tetra Tech, Inc takes the following measures:

1. Information on race and sex is obtained when an application for a position is submitted.
2. An Adverse Impact (Impact Ratio) Analysis is performed when sufficient data exists on applicants, hires, promotions, and terminations to ensure compliance with the Uniform Employment Selection Guidelines.
3. Any training programs are analyzed regularly to eliminate potential discrimination in participation rates.
4. Any tests administered are routinely analyzed to uncover potential discrimination in grading scores or test results.
5. Compensation practices are reviewed at least annually for wage discrepancies.
6. The Availability Analysis for women and minorities is reviewed and good faith placement goals are established when necessary.
7. Progress toward established goals is reviewed at least annually for possible adjustments to employment practices.
8. Internal reporting is prepared as needed to determine why goals were not met.
9. Results of the affirmative action program are reviewed with all levels of management.
10. Top management is informed on a regular basis of the effectiveness of these policies and any recommendations for improvement.

GOALS PROGRESS
41 CFR Section 60-2.16, 60-2.17(d)

Tetra Tech, Inc. monitors progress toward goals.

RELIGION AND NATIONAL ORIGIN DISCRIMINATION GUIDELINES

41 CFR Section 60-50

Tetra Tech, Inc reaffirms its policy to afford equal employment opportunity to all individuals. Neither national origin nor religion is a factor in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure that religion and national origin are not used as a basis for employment decisions:

1. Employment practices are reviewed to ensure that members of particular religious and/or ethnic groups are given equal employment opportunities.
2. All employees, including supervisors, managers, and executives are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
3. Recruitment sources are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
4. Internal procedures exist to implement equal employment opportunity without regard to national origin or religion.

ACCOMMODATION FOR RELIGIOUS OBSERVANCE AND PRACTICE

41 CFR Section 60-50.3

The religious observances and practices of employees are accommodated by Tetra Tech, Inc, except where such accommodation would cause undue hardship on the conduct of business. The accommodation offered is determined by considering business necessity, financial expense and any personnel coverage problems that may result.

NONDISCRIMINATION

41 CFR Section 60-50.5

Tetra Tech, Inc does not discriminate against any qualified employee or applicant because of race, color, sex, sexual orientation, gender identity, age, disabled, or veteran status in implementing the policy concerning nondiscrimination based on religion or national origin

Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503
Street City Zip

Contact Name: Andrew R Webster Title: Vice President, Environmental

Telephone Number: 734-213-5034 Fax Number: N/A

Email address: andy.webster@tetrattech.com

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Andrew R Webster



STATE OF Michigan

COUNTY OF Washtenaw

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

by Andrew R Webster on this the 19th day

of January, 2024

My Commission expires: 5-16-2024

Michael C. Nolta, Michigan
NOTARY PUBLIC, STATE AT LARGE

MICHAEL C. NOLTA
Notary Public, State of Michigan
County of Wayne
My Commission Expires 5-16-2024
Acting County of Washtenaw

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

Tetra Tech

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Tetra Tech, Inc.

GRAND TOTAL	Total			
ALL US TT LOCATIONS	Employees	Male	Female	Minority
Exec/Sr Officials and Managers	360	287	73	31
First/Mid Officials and Managers	1418	893	525	292
Professionals	5431	3272	2159	1474
Technicians	1457	1119	338	510
Sales Workers	0	0	0	0
Administrative Support Workers	544	118	426	279
Craft Workers	49	49	0	20
Operatives	210	199	11	105
Laborers and Helpers	42	42	0	15
Service Workers	1259	735	524	802
TOTAL	10770	6714	4056	3528
PERCENTAGE	100%	62.3%	37.7%	32.8%

GRAND TOTAL	Male						
ALL US TT LOCATIONS	W	H	B	NHPI	A	NA	2
Exec/Sr Officials and Managers	264	4	4	0	15	0	0
First/Mid Officials and Managers	734	48	31	1	55	3	21
Professionals	2445	263	159	5	263	23	114
Technicians	726	171	89	9	64	12	48
Sales Workers	0	0	0	0	0	0	0
Administrative Support Workers	54	34	14	1	7	0	8
Craft Workers	29	11	4	0	2	2	1
Operatives	100	52	15	1	24	4	3
Laborers and Helpers	27	10	1	1	0	0	3
Service Workers	281	91	246	4	14	30	69
TOTAL	4660	684	563	22	444	74	267
PERCENTAGE	43.3%	6.4%	5.2%	0.2%	4.1%	0.7%	2.5%

GRAND TOTAL	Female						
ALL US TT LOCATIONS	W	H	B	NHPI	A	NA	2
Exec/Sr Officials and Managers	65	1	2	0	5	0	0
First/Mid Officials and Managers	392	39	29	2	42	2	19
Professionals	1512	207	128	4	196	23	89
Technicians	221	59	15	2	25	1	15
Sales Workers	0	0	0	0	0	0	0
Administrative Support Workers	211	87	56	1	38	3	30
Craft Workers	0	0	0	0	0	0	0
Operatives	5	1	0	0	4	0	1
Laborers and Helpers	0	0	0	0	0	0	0
Service Workers	176	72	197	1	6	17	55
TOTAL	2582	466	427	10	316	46	209
PERCENTAGE	24.0%	4.3%	4.0%	0.1%	2.9%	0.4%	1.9%

Prepared by: Barbara Woo, Corporate Human Resources Date: 01 / 15 / 2024

(Name and Title)



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #1-2024

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. KERAMIDA 401 N College Ave Indianapolis, IN 46202	WBE	GHG Inventory, Target Setting, Emissions Reductions	\$245,750	48.7%
2. HEC Hamblin Environmental 460 Old Germantown Rd Brooksville, KY	VOSB	As Needed Technical Support	\$15,000	3.0%
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.

Tetra Tech

Company
 January 22, 2024

Date

Andrew R Webster 

Company Representative
 Vice President, Environmental

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #1-2024

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

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

Tetra Tech

 Company

January 22, 2024

 Date

Andrew R Webster 

 Company Representative

Vice President, Environmental

 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # RFP #1-2024

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 Tetra Tech	Contact Person Andrew R Webster
Address/Phone/Email 424 Lewis Hargett Circle, Suite 110 Lexington, KY 40503 734-213-5034 andy.webster@tetrattech.com	Bid Package / Bid Date RFP #1-2024 Consultant for Climate Pollution Reduction Planning January 23, 2024

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
KERAMIDA 401 N College Ave Indianapolis, IN 46202	Nicholas McCreary	(214) 934-6873 nmccreary@keramida.com	1/4/2024	GHG Inventory, Target Setting, Emissions Reductions	Email / Phone	\$245,750	WBENC	
HEC Hamblin Environmental 460 Old Germantown Rd Brooksville, KY 41004	Lee Hamblin	(606) 217-1905 lh460@gmail.com	1/12/2024	As Needed Technical Support	Email / Phone	\$15,000		X

(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.

Tetra Tech
Company

January 22, 2024
Date

Andrew R Webster
Company Representative

Vice President, Environmental
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP #1-2024

Total Contract Amount Awarded to Prime Contractor for this Project \$505,000

Project Name/ Contract # Consultant for Climate Pollution Reduction Planning RFP #1-2024	Work Period/ From: _____ To: _____
Company Name: Tetra Tech	Address: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503
Federal Tax ID: 95-4148514	Contact Person: Andrew R Webster

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
KERAMIDA 401 N College Ave Indianapolis, IN 46202 Nicholas McCreary 214-934-6873 nmccreary@keramida.com	GHG Inventory, Target Setting, Emissions Reductions	\$245,750	48.7%	N/A			
Bluegrass Greensource 835 National Ave Lexington, KY Amy Sohner amy@bggreensource.org 859-321-2034	Community Outreach	\$25,000	5.0%	N/A			
HEC Hamblin Environmental 460 Old Germantown Rd Brooksville, KY Lee Hamblin 606-217-1905 llh460@gmail.com	As Needed Technical Support	\$15,000	3.0%	N/A			

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.

Tetra Tech

Company

January 22, 2024

Date

Andrew R Webster

Company Representative

Vice President, Environmental

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP #1-2024

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

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

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

 Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

 X 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.

Tetra Tech

Company
1/22/2024

Date

Andrew R Webster 

Company Representative
Vice President, Environmental

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

01/22/2024

Date



424 Lewis Hargett Circle, Suite 110
Lexington, KY 40503
Main: (859) 223-8000
www.tetrattech.com



TETRA TECH