

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ___7th___ day of __October_ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and TEconomy Partners, LLC, an Ohio corporation, ("Organization") with offices located at 8122 Blind Brook Ct, Columbus, Ohio 43235.

WITNESSETH

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

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on October 7, 2024 and shall last for a period of 6 months unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFP Document (RFP # 46-2024)
 - b. Exhibit "B" – Consultant Proposal

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

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibits "A" and "B" for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Thirty-Two Thousand Eight Hundred Sixty Dollars and No Cents (\$132,860.00) for the performance of the Services. Such payments shall be exceed issued as follows:
 - Three Thousand Two Hundred Eighty Dollars and No Cents (\$3,280.00) invoiced upon completion of Task 1.
 - Twenty-Six Thousand Eight Hundred Dollars and No Cents (\$26,800.00) invoiced upon completion of Task 2.

- Twenty Thousand One Hundred Dollars and No Cents (\$20,100.00) invoiced upon completion of Task 3.
- Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00) invoiced upon completion of Task 4.
- Twenty-Nine Thousand Dollars and No Cents (\$29,000.00) invoiced upon completion of Task 5.
- Thirty Thousand Two Hundred Eighty Dollars and No Cents (\$30,280.00) invoiced upon completion of Task 6.

. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. "Tasks", referenced above, shall be defined as provided in Exhibit B.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

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

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

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

days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

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

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. XX-20XX are incorporated herein by reference with the following modification. Required Insurance Coverage will be as follows:

Coverage	Limits
General Liability	\$2 million per occurrence, \$4 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence

Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

10. INTELLECTUAL PROPERTY.

a. Except as provided below, all rights in copyrightable works delivered to LFUCG by Organization shall belong to LFUCG. With respect to copyrightable works, including tables, protocols, data, and other works of expression developed by Organization independently of this Agreement but incorporated in materials delivered to LFUCG, Organization shall remain the owner of these works. Organization hereby grants to LFUCG a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to LFUCG by Organization and not as a standalone product.

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

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

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

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

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

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

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

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

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

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

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

For Organization:

TEconomy Partners, LLC _____
8122 Blind Brook Ct. _____
Columbus, Ohio 43235
Attn: Deborah Cummings _____

For Government:

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

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

ORGANIZATION

BY: Deborah E. Cummings
Deborah Cummings, President

Martin P. Grueber

ATTEST:
Martin Grueber, Treasurer _____
WITNESS: Thomas J. Tushko
DATE: 10/7/2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
RFP No 46-2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #43-2024 Local Economic and Workforce Development Opportunities Study** 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 **August 12, 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. Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
2. Qualifications, experience, and fitness of project contributors. 25 pts
3. Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
4. Quality and relevance of representative work product. 15 pts
5. Estimated cost of services. 10 pts

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

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

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 define by 49 CFR subpart 26.

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Lynnise Smith	lsmith@wbenc-ork.org	513-487-6537
Kentucky MWBE Certification Pro	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Overview

The Lexington-Fayette Urban County Government is seeking proposals from qualified research or consulting firms to conduct a comprehensive study on local economic and workforce development opportunities related to the technology sector, including emerging industry sub-sectors. The goals of this study are to identify and analyze areas of potential growth, innovation, and job creation within Lexington, and to attract and support a local workforce with the desired technical skills to sustain such growth.

Respondents should include in their proposals an outline of the project approach, estimated project budget, and preliminary project schedule. A timeline of approximately six (6) months from notice to proceed to completion of project deliverables is desired.

The primary contact for project initiation, status reporting, and handoff of deliverables will be by LFUCG's Office of the Chief Development Officer. Project milestones and requirements for reporting will be agreed at project initiation, with the awarded respondent producing a revised schedule based on these indicators.

Scope of Work

Respondents should outline their approach to the following:

1. **Assessment of Current Landscape:**

- Evaluate Lexington's existing technology ecosystem, including infrastructure, workforce availability, and industry clusters.
- Identify key stakeholders in local businesses, educational institutions, and government and nonprofit agencies.
- Explore opportunities for Lexington to demonstrate a strategic advantage for employers in traditional technology sectors such as software development, infrastructure, cybersecurity, and data science, as well as emerging sub-sectors in AgTech, artificial intelligence, chip manufacturing, clean energy, etc.

2. **Labor Market Analysis:**

- Analyze national labor market trends and projections in traditional technology sectors and emerging sub-sectors to discover areas of opportunity for Lexington's workforce.
- Evaluate local labor market conditions to determine whether Lexington's workforce is able to meet the projected demand for emergent skills.
- Identify which space(s) Lexington may occupy in the technology landscape and the skill gaps that could threaten its ability to compete.

3. **Identification of Economic Development Opportunities:**

- Identify specific technology sub-sectors that present viable growth potential in Lexington.

- Define possible barriers including geographic, infrastructure, workforce, regulatory, current salary levels, or other factors that may inhibit Lexington's ability to attract tech workers and employers.
- Provide a suggested strategy for Lexington and its economic development partners to make the city a destination market for companies within the identified technology sectors, and for technology workers who are currently employed and operating in a remote work environment.

4. Identification of Workforce Development Opportunities:

- Discover opportunities for job creation and recruitment within the identified technology sectors.
- Recommend training programs, certifications, post-secondary degree programs, and other learning pathways to upskill Lexington's current workforce and prepare its future workforce to meet new skills demands. Specific efforts targeting learners in traditionally underrepresented demographics should be included.
- Provide a suggested strategy for development and retention of a workforce that aligns with emerging technology needs. Include guidance on establishing outreach channels for local employers to connect high school, technical college, and university graduates to jobs or internships within their area of study.

5. Policy and Regulatory Recommendations:

- Analyze regulatory frameworks that have fostered technology growth, innovation, and entrepreneurship in similar localities.
- Suggest policy changes and/or incentives to attract technology companies and startups to operate or headquarter in the area.
- Recommend strategies and/or incentives for attracting technology talent for employment in the area.

Deliverables

- 1) Monthly progress reports in a format specified by the Office of the Chief Development Officer.
- 2) Final report in PDF format including citations of data sources.
- 3) Executive summary to be presented to the Lexington-Fayette Urban County Council and/or Council committee.

Proposal Enclosures

Proposals for consideration should include the following:

- 1) Company profile for responding firm and any firm(s) to be subcontracted for the project, including the number of continuous years in operation, top-level organizational chart, and

statement(s) pertaining to corporate culture, customer care ethos, cost control, and DEIB commitments.

- 2) Names and professional profiles of project contributors and approximate time to be committed to this project.
- 3) At least three (3) samples of representative work, including references and contact information.
- 4) Outline of the project approach, milestones, timeline, communication cadence, and reporting mechanisms.
- 5) Itemized cost estimate indicating amount to be billed at each project milestone.

Selection Criteria

A selection committee will evaluate and score proposals based on the alignment with project goals, qualifications of key contributors, expertise demonstrated by reference work, and unique or innovative differentiators in project approach. Scores will be calculated according to:

- 1) Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
- 2) Qualifications, experience, and fitness of project contributors. 25 pts
- 3) Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
- 4) Quality and relevance of representative work product. 15 pts
- 5) Estimated cost of services. 10 pts

EXHIBIT "B"

Organization's Response to RFP

4854-6198-8075, v. 2



August 15, 2024

Proposal No. 202425

Sondra Stone
Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

RE: RFP #46-2024 (Local Economic and Workforce Development Opportunities Study)

Dear Ms. Stone:

TEconomy Partners, LLC (TEconomy) is pleased to submit the enclosed proposal to develop a Local Economic and Workforce Development Opportunities Study for the Lexington-Fayette Urban County Government. The proposal outlines our approach by detailing our proposed scope-of-work, time frame, and qualifications to develop the analysis and final deliverables.

TEconomy proposes to conduct the services outlined in Proposal 202425 for a fixed price of \$132,860 inclusive of all labor, travel, and data-related costs. We anticipate being able to complete this project within six (6) months of commencement. This proposal is valid for thirty (90) days from the date of this letter.

We look forward to the opportunity to work on this exciting effort. If we can answer any questions or modify our scope of work in any way to better meet your needs, please don't hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Deborah E. Cummings".

Deborah E. Cummings
Principal and Managing Director

Enclosures

Innovating Tomorrow's Economic Landscape

TEconomy Partners, LLC | 8122 Blind Brook Court, Columbus, Ohio 43235 | 1.800.TEC.1296 | www.teconomypartners.com

Proposal No. 202425

**Local Economic and
Workforce Development
Opportunities Study:
RFP #46-2024**

To:
**Lexington-Fayette Urban County
Government**

August 15, 2024



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Introduction

Against the broader backdrop of increasing technology integration and digital evolution of business operations, the Greater Lexington economy is experiencing a period of growth and diversification. Employment growth across the region has generally outpaced state and national averages over the past two decades, and its economy is diversified with significant contributions from a portfolio of traded sector clusters such as manufacturing, tech industries, finance, and insurance anchored by major companies such as Toyota and Lexmark International. The area has a total Gross Regional Product (GRP) of \$37.8 billion in goods and services annually and a total employment base of over 315,000 jobs, representing nearly 14 percent of total state economic activity and labor force. Additionally, the region benefits from a significant cluster of educational and research institutions such as the University of Kentucky, Transylvania University, and Bluegrass Community and Technical College that anchor its skilled workforce.

Recognizing the importance of supporting this trend over the long term, economic development stakeholders in the region have remained active in their efforts. The region is recognized for its strong economic development activity, ranking in the top 10 nationally for “Tier Two” metros (metro regions that have a population between 200,000 and one million) in economic development projects per capita.¹ A strong focus on innovation-led economic development has resulted in a strategic focus on several key industry cluster marketing targets, including Advanced Manufacturing, AgTech and Animal Sciences, Business and Professional Services, Clean Technology, Life Sciences, Software and IT, and Visitor Industries, amongst others cited in recent studies profiling the region.²³ In particular, the Greater Lexington area stands out as an emerging hub for broader regional technology industry activities with a mix of established companies and innovative startups advancing tech-based applications and services. The city’s tech workforce is anchored by major site locations like IBM, Lexmark, and Conduent, while the region is also fostering entrepreneurial growth in niche sectors such as social networking and game development as well as deploying workforce development and educational programs focused on digital skills through its local institutions led by the University of Kentucky.

Both the pureplay software and technology industries as well as the other “tech-enabled” strategic industry targets noted above rely on a skilled workforce that is faced with the need to continually incorporate new skills to remain relevant in rapidly changing technology competencies. This workforce spans cohorts of senior thought leaders in traditional IT systems and analytics roles to embedded tech workers that bring applied skills to bear within the context of traditional industries such as manufacturing. Every industry has the potential to drive productivity through the adoption of various technologies that make up the “tech” portfolio, and as other regions and nations undergo this evolution

¹ Site Selection Magazine, 2023 Top Metros Tier 2, March 2024; accessed at: <https://siterelection.com/issues/2024/mar/2023-top-metros-tier-2-goods-movement-moves-economy-in-lehigh-valley.cfm>

² Targeted Industry Analysis for Lexington and the Bluegrass Alliance, prepared by Economic Leadership for Lexington/Fayette County and the Bluegrass Alliance, May 2023.

³ Commerce Lexington Economic Development’s listed Strategic Targets, accessed at: <https://locateinlexington.com/site-selection-services/strategic-targets/>.

there is simultaneously a risk of disruption to established industry clusters as well as significant opportunities to strengthen existing competitive advantages and grow new clusters.

As technology continues to transform traditional industries and create new opportunities for growth, a region's ability to invest in areas of competitive advantage that attracts and retains both industry and skilled talent will ultimately determine the trajectory of its growth in the coming decades. A region's continued growth will depend on the investments made in the "human capital" of skilled workers that are able to both adapt to changing technologies as well as anchor place-based economic development efforts by providing an attractive environment for companies to locate their operations.

As a result, it is critical for regions to understand the landscape of their current industry base, but perhaps more importantly, the constituent workforce segments that comprise it. To help guide the Greater Lexington region in navigating the evolution of the tech industry, TEconomy proposes to consider the context of "tech" in economic development from several perspectives:

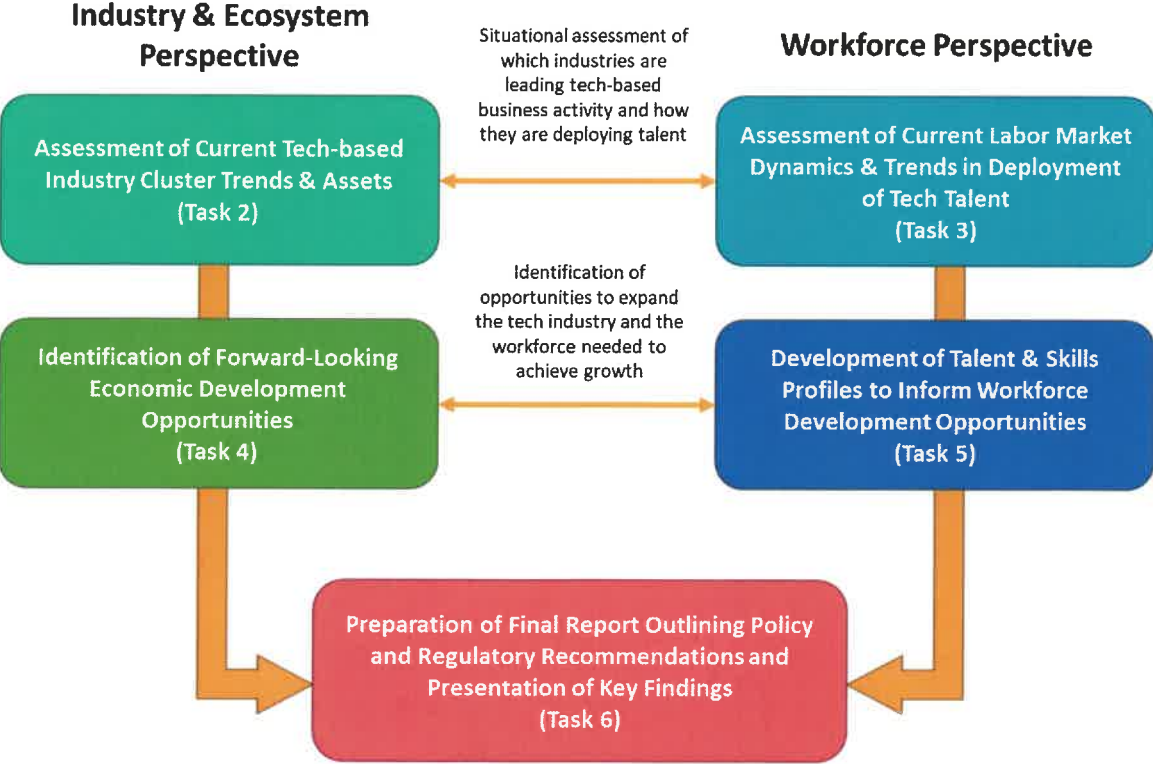
- The core business and market strengths of the region's tech sector itself, including industries that rely heavily on the ability to deploy technology as a part of their operations.
- The degree to which tech is embedded within and being deployed across regional industry sectors through tech-enabled workforce roles.
- The availability of a pipeline of tech talent and a regional labor ecosystem with the education and skills required to meet the needs of modern industry.

In the following scope of work, TEconomy outlines a comprehensive approach to identifying and vetting regional economic and workforce development opportunities related to the technology sector, including both existing strengths and emerging markets, and developing a detailed strategy for Greater Lexington to attract and support a competitive technology workforce into the future.

Proposed Project Approach/Scope-of-Work

Based on the RFP issued by the Lexington-Fayette Urban County Government, TEconomy is proposing to conduct several key analyses organized under specific tasks to complete the strategic planning effort. The proposed structure for the scope-of-work is illustrated in Figure 1. TEconomy is proposing two parallel quantitative and qualitative analyses that capture different perspectives of the region’s technology ecosystem. The first track analyzes the ecosystem from the viewpoint of industry and business support assets. The second track analyzes the ecosystem from the perspective of the talent being deployed within and across industries. As noted below, each of the initial assessments as well as the opportunity identification analyses will inform the context of the other to provide a holistic picture of the region’s path forward.

Figure 1. Proposed Approach Leading to Development of Recommendations Incorporating Industry and Workforce Assessments



To accomplish this approach, TEconomy’s project team will utilize four major analyses to identify tech-driven and innovation-led industry sectors that demonstrate either established strengths for further regional development or emerging opportunities that demonstrate realistic future targeted prospects—the primary goal and intent of this strategic planning effort. These analyses include:

- **Industry cluster analysis and assessment**—as part of Task 2, TEconomy will analyze where the region stands today in its competitive position and performance in its distinctive and unique set of traded sector industry clusters.
- **Tech and STEM-related labor market analysis and talent deployment**—as a part of Task 3, TEconomy will assess where the region’s tech and broader STEM-related talent is concentrated and deployed across the regional economy from a current industrial perspective and how that has evolved in recent years.
- **Industry and research innovation analyses to inform forward-looking economic development opportunities**—as a part of Task 4, TEconomy will utilize innovation-related metrics to signal where and in what tech and market spaces technology innovations are happening across the regional economy as a signal of forward-facing targeted opportunities.
- **Skills and talent generation pipeline analyses to inform current talent supply and needs**—as a part of Task 5, TEconomy will leverage “real time” signals of talent demand from industry and identify any gaps relative to broader labor market trends or emerging labor market dynamics.

To supplement and validate the analyses above, TEconomy also proposes to conduct a series of qualitative investigations in each task to incorporate the perspectives of regional industry, education and training providers, and innovation ecosystem and economic development stakeholders.

Further details for each task are outlined in the following narrative.

Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting

TEconomy’s project team will meet with representatives of the Lexington-Fayette Urban County Government via videoconference to kick-off the project, gather information, and finalize details of the project scope. At this meeting, the project team will request all key reports, studies, or other background intelligence relevant for the project, which should include details regarding the region’s leading employers and educational institutions as well as any prior efforts to identify regional industry clusters.

In addition, it will be important to discuss and finalize key parameters for the project, including key time periods for trend analysis, regional definitions to be utilized for the industry assessment, the scope of industry sector and occupational workforce segments to be prioritized under the context of the “tech-related” area of focus for this project, and other details of the analyses and stakeholder outreach.

In addition, TEconomy will provide monthly progress reports to the client contact in a format specified by the Office of the Chief Development Officer.

Timeframe: Project Week 1 or 2 for Project Kick-off Meeting and ongoing monthly progress reports.

Deliverable: Monthly progress reports in a format specified by the Office of the Chief Development Officer.

Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis

Recognizing that the City of Lexington is not an island unto itself, but instead part of a larger regional economy, it will be important to understand the industry clusters that drive the broader Greater Lexington (Lexington-Fayette) metropolitan area economy. Best practice in economic development recognizes that each region has a set of target industry sectors or “industry clusters” in which it can differentiate itself, thereby building comparative advantage within competitive global markets. Emphasis is being placed, and rightly so, on technology and STEM-intensive sectors as leading drivers of 21st century economic development. The ability of a region to lead in technology innovation and deployment in particular areas of industry (including both existing and emerging industries) has become a critical and defining driver of economic competitiveness.

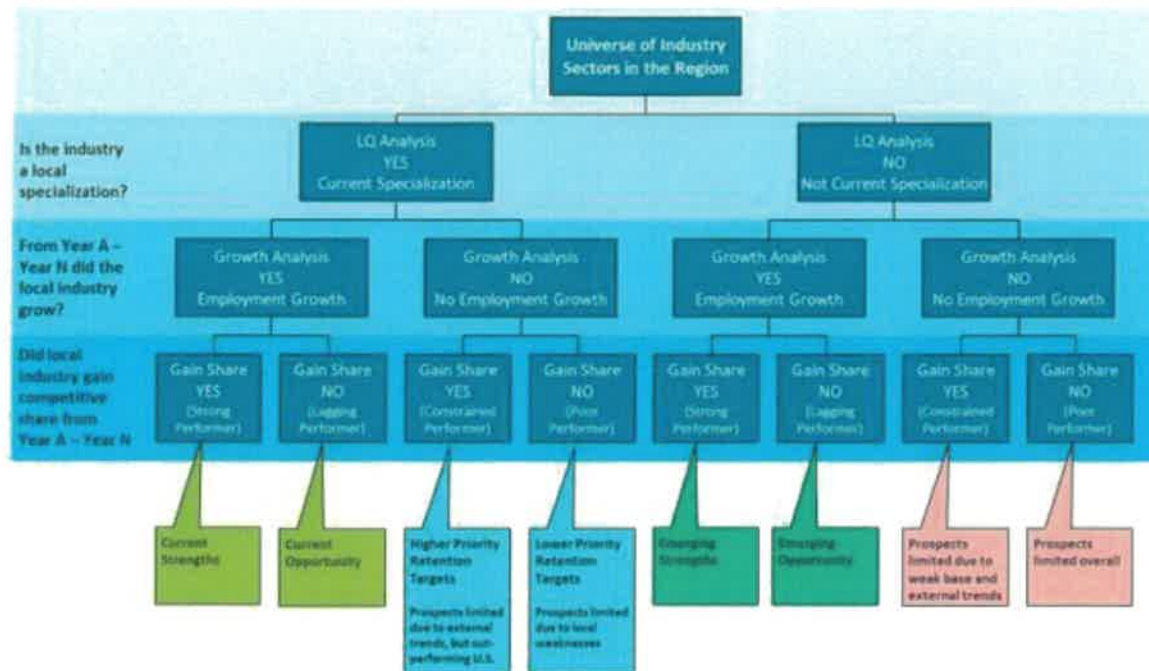
TEconomy will define and assess regional tech-driven and innovation-led regional industry clusters using detailed, six-digit NAICS industry classifications and clustering/networking methods that identify the interconnections and interrelationships between various industries based on several dimensions. This allows for a complete segmentation of industry clusters that includes both focused technology areas as well as more broadly defined producers of goods and services. TEconomy will examine the size, relative concentration (location quotients), and recent growth trajectory of individual traded sectors in the region, with close attention paid to “advanced industries”—those that have an outsized focus and impact on exports, a “STEM”-intensive workforce and talent base, an innovation stance and profile, and stronger growth prospects into the future. The project team will work to understand key supply chain contexts of major companies to best define interrelationships within and across industries for identifying leading clusters and sub-clusters—both established and emerging.

TEconomy will use an Industry Targeting Analysis decision tree approach (Figure 2) to understand the current position and trajectory of key industry clusters within the region’s economy. By deploying the tools of industry targeting analysis, TEconomy objectively and quantitatively identifies industry sectors that are “current strengths”, “emerging strengths” and “emerging opportunities”, “high priority retention targets”, and more challenging or “lower priority retention targets.”

More specifically, the analysis will measure and summarize for the region:

- The relative concentration of each industry cluster using location quotients (LQs). This gauges the “competitive advantage” for a given industry cluster relative to the nation.
- Whether each industry cluster is a net job generator, as measured by employment changes and controlling for the business cycle to ensure a thorough understanding of regional business dynamics.
- The growth of each industry cluster relative to national trends and performance.
- The contributions of key industry clusters to overall regional and state economic output as well as regional productivity of clusters relative to state and national levels.

Figure 2. TEconomy’s Industry Targeting Analysis Decision Tree



Source: TEconomy Partners, LLC.

In rapidly evolving technology-based industries, it is also important to identify broader ecosystem assets that help support technology deployment in industry in a multifaceted way. To supplement the industry cluster analyses, TEconomy will also identify key assets in the regional ecosystem that support existing and emerging technology sectors. Potential industry assets that TEconomy will seek to inventory and understand could include:

- Technology industry associations and relevant investments and initiatives in the region.
- Entrepreneurial development efforts underway in the region, such as entrepreneurial assistance programs and development of specialized space, including lab space, shared-use facilities, and co-location and expansion space.
- Strategic research or talent development partnerships with educational institutions.
- Infrastructure projects or other major developments underway that could create competitive advantages for the regional industry base.

TEconomy will distill the results of the various industry assessments into development of industry cluster and supporting ecosystem asset profiles that will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

Timeframe: Project Months 1-2

Deliverable: Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries

While the context of industry sectors can give insights into broad specializations, the core driver of technology-based industries is the talent needed to advance and deploy innovative new use cases. The use of detailed occupational analysis allows an important additional perspective to be gained over and above the review of specific industry sectors. Tech- and STEM-focused job categories and roles (e.g., software developers, computer programmers, electrical engineers, data scientists, etc.) span across multiple industry sectors and serve as an important signal to identify where industries are innovating and/or deploying leading technologies across the regional economy.

Analysis of the utilization and relative concentrations and recent growth of technical and STEM-related talent within the region's industry clusters provides further insights into the innovation context of the clusters. Clusters that are driving innovation are utilizing a greater concentration of scientific, engineering, IT, and other technical skill sets and expertise and an analysis of these occupations within relevant industries will inform this context. To perform this economy-wide occupational analysis, TEconomy will utilize industry "staffing patterns" data—data that estimate the occupational employment mix across individual industries—to assess where deployment of the aforementioned technical and STEM-related talent resides across the region.

TEconomy will then supplement this assessment of current labor market dynamics with additional analyses that provide insights into the specific occupations and roles that are critical to each industry cluster and represent "high-demand, high-priority" status as demonstrated by some combination of significant size and scale, strong recent and expected future growth, robust wage dynamics, and relative concentration within key tech-related clusters. Ultimately, any identified high-demand occupations will be evaluated and probed in subsequent project tasks using qualitative approaches, and then form the basis for recommended strategic cluster-specific interventions.

A number of labor market dynamics analyses will be used to generate these insights, including:

- Utilizing and summarizing intelligence from current and recent job postings of regional companies within each cluster to understand those occupational areas where the aggregate industry demand for tech talent reaches significant size and recent growth thresholds. TEconomy has extensive experience working with the Lightcast (formerly Emsi-Burning Glass) Job Posting Analytics database to aggregate key roles within industries across hundreds of different job titles utilized by employers for actionable intelligence. The job postings analysis has the benefit of understanding how industry labels and describes key roles, beyond standard federal occupational titles as well as corresponding skills, education, and work experience requirements.
- Conducting a detailed analysis of "staffing patterns" in the Greater Lexington region —i.e., the occupational makeup of each industry sector —to understand the underlying demand for talent both today and how it has evolved in recent years as well as to corroborate the intelligence gleaned from job postings and to identify tech-related occupational groups that have a high-demand profile considering size, growth, and relative concentration.
- Informing expected future demand and disruptive workforce dynamics through occupational employment projections and market research intelligence, including addressing key topics such as quantifying the expected demand for job openings driven by new growth versus replacement,

potential levels of reskilling and upskilling of incumbent workers in technical roles, potential risks of automation of occupational roles and vulnerability to disruption of existing roles by emerging technologies such as generative AI.

TEconomy will distill the results of the various occupational workforce assessments into occupational workforce profiles of the tech and STEM-related labor market segments along with identification of high-demand, high-priority roles within key workforce segments. This intelligence, as well as overall indicators of the vibrancy of the Greater Lexington labor market, will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

Timeframe: Project Months 1-2

Deliverable: Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities

Leveraging the results from previous tasks, TEconomy will conduct a “line of sight” scan of the Greater Lexington region’s technology and innovation drivers to identify economic development opportunities driven by industries with a strong existing or emerging technology focus and innovation stance. This approach involves three key steps that align the “market pull” of industry innovation opportunities together with the “technology push” of region’s broader research and innovation capabilities:

- First, TEconomy will assess the areas of significant, critical mass and excellence in technology-related research and innovation that represent the technology “push” emanating from Greater Lexington’s research universities, industries, and other innovation assets using a scan of key indicators that include:
 - Analysis of levels, growth, and concentration of R&D expenditures by regional colleges and universities in specific technology-related fields.
 - Analysis of research publications activity in technology-related fields by regional researchers to identify significant thematic areas of focus. This involves the use of machine learning algorithms that create topic models from the text data contained in publications to determine overarching “clusters” of core research competencies and their similarities to one another.
 - Analysis of “R01-equivalent” grants awarded by various federal agencies to regional researchers, which are individual projects driven by investigator-led research that are often aimed at advancing distinct areas of focus that are indicative of innovation strengths. Similarly to research publications, a topic modeling approach will be used to identify high level thematic areas of research competency.
 - Review of major Center grants awarded to regional institutions that can indicate the creation and expansion of research “infrastructure” to support key technology applications areas, as well as any other publicly or privately-funded innovation initiatives supporting key technology verticals.

- Next, TEconomy will assess the market “pull” or demand for innovative solutions and applications driven by the region’s technology-intensive industries. This will involve a detailed assessment of Greater Lexington’s industry base from an industry innovation perspective to complement the previous assessment of industry dynamics outlined in Task 2, including a scan of key indicators such as:
 - Recent IP generation trends leveraging patent applications and awards to identify those regional inventors and corporate and higher education assignees that are advancing innovation as well as the specific themes of technology innovation they are advancing.
 - Venture capital and angel investments in emerging, high-growth potential regional companies to understand and highlight those technology areas and industry verticals in which the region has strong future growth prospects.
 - SBIR/STTR and other small business-focused grant awards to regional companies to understand the innovation areas in which they are focused.
 - Review of any available industry databases generated through Commerce Lexington or other regional economic development organizations.
- Finally, TEconomy will assess these targets against future high-growth market applications determined by a review of market research and the context of broader technology trends to determine which growth opportunities can serve as drivers for the region.

The project team will utilize the analysis in combination with the preceding assessments to finalize and present a set of up to 8-10 economic development targets that incorporate both 1) current, established industry cluster strengths that demonstrate a critical mass in tech-driven and innovation-led activity today; and 2) forward-focused tech cluster opportunities identified by the deployment of tech and STEM-related talent across the region signaling strong potential for future development. These findings will be presented in the context of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment that outlines the key drivers of opportunity for each economic development target, as well as possible barriers that may inhibit the region’s ability to pursue and grow these targets.

The project team will meet with Lexington-Fayette Urban County Government leadership to discuss and vet the findings to enable TEconomy to proceed to subsequent tasks that focus on the workforce, talent, and other needs of these opportunity areas.

Timeframe: Project Months 3-5

Deliverable: Identified economic development target areas presented in SWOT format to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities

With the identified regional industry cluster focuses, labor market dynamics, and potential economic development opportunities - both existing and emerging - determined, the project team will turn to assessing potential workforce development opportunities that align with the talent and skills needs of these sectors along with the supply of key regional tech- and STEM-related talent being generated by the region's existing education and workforce development assets.

It is critical to understand where the region's workforce stands today in terms of its composition, evolving skill needs, and projected future growth in order to inform where Greater Lexington has gaps in its ability to advance these industry opportunities. This will inform how the region should best plan to meet impending skills and talent needs for its cluster opportunities today and in the near future. Leveraging the results of the detailed labor market dynamics assessment and high priority roles for the region identified in Task 3, the project team will assess talent supply and workforce development dynamics and key assets for Greater Lexington to include:

- Levels, concentration, and recent trends in postsecondary degree graduates (by level and major degree fields) from regional institutions that align with those tech- and STEM-related occupations most clearly driving skill and talent needs in the cluster demand assessments.
- Key workforce development programs and initiatives at the K-12 and postsecondary levels that are targeting key tech- and STEM-related skill and talent development.

Key findings aligning the indicators of workforce demand and supply will be summarized for relevant high priority occupational workforce segments and a future-focused workforce and skills profiles will be developed for each. The workforce profiles will draw conclusions on the tech- and STEM-related skill needs of each cluster—utilizing key comparisons between established national clusters and their workforce and skills composition to frame where the region needs to go—and where the assessments are identifying key skills and workforce gaps for Greater Lexington.

To better understand workforce and talent demand, as well as key insights on talent supply sourcing, it is critical to complement quantitative analyses with qualitative outreach to Greater Lexington industry and educational leaders. TEconomy will conduct targeted interviews with a broad range of industry cluster, economic development, and education and workforce development leaders and stakeholders in Greater Lexington to probe on the identified industry cluster opportunities and associated workforce and talent needs to vet the opportunity set and to frame and inform strategic priorities. The discussions, proposed to total up to 40 one-on-one interviews via videoconference, will focus on the following (where relevant to a given stakeholder's position and organization):

- What are the key market and technology developments that will drive growth and future talent and skills demand in their respective cluster/technology area?
 - Do the economic development targets identified in Task 3 align with these drivers?
- What are the critical education and workforce development priorities for developing and growing regional development opportunities in their respective cluster/technology area?

- How is the region's innovation ecosystem working for their opportunity area? Are there factors or barriers that currently inhibit growth or company or talent attraction (e.g., infrastructure, shared-use facilities, workforce, regulatory, salary levels, other factors)?
- What are Greater Lexington's key strengths or selling points in this cluster/technology area?
- What are key development challenges the region must address in this opportunity area?

The interviews will be designed to complement the quantitative assessments and resulting intelligence garnered from Tasks 2-4 to hone in on strategic priorities and recommended actions for the region to address key workforce gaps.

Based on the information gathered in this task, TEconomy will also identify relevant best practices in training and certification programs, post-secondary degree programs, reskilling and upskilling programs for incumbent workers, and other workforce development initiatives from other regions that are relevant.

Leveraging the information collected and the insights gained from interviews, TEconomy will work to develop a set of strategic recommendations for the region to address workforce gaps and position itself competitively for future talent growth and retention in technology applications verticals. The preliminary recommendations will be discussed with Lexington-Fayette Urban County Government leadership so that there is the opportunity to provide guidance and oversight regarding which recommendations should be prioritized and advanced. This set of initial workforce development recommendations will serve as the basis for the development of subsequent policy and regulatory actions in Task 6 that align with each recommendation area.

Timeframe: Project Months 3-5

Deliverable: Workforce and situational profiles and identified critical gaps for emerging tech-driven and innovation-led clusters presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report. Summary results from outreach to regional stakeholders, and relevant set of initial workforce development recommendations for review and refinement.

Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings

The preceding tasks will provide the basis upon which to develop a comprehensive strategy for building and sustaining the Greater Lexington region's technology-related workforce and aligning strategic workforce development actions with forward-looking economic development opportunities. In consultation with Lexington-Fayette Urban County Government leadership, TEconomy will leverage the strategic recommendations developed in Task 5 as the basis for developing a set of specific policy and regulatory actions that reflect the data analyses, situational assessments, and associated key findings developed in each of the earlier tasks.

TEconomy will develop a set of actions, initiatives, and incentives for growing, attracting, and retaining technology talent in the Greater Lexington region based around the top line workforce development recommendations. For each action, TEconomy will detail:

- Rationale for the action, leveraging insights gathered from previous tasks.
- Best practice examples, including other potential regulatory and policy frameworks that have been successfully implemented and driven robust results in fostering technology-based growth.
- Design of the action, leveraging input from stakeholders, best practices, and market intelligence.
- Time frame and prioritization for actions.

The final report, including citations of data sources, will be made available as print- and web-ready PDF documents suitable for printing and distribution. TEconomy will not be responsible for printing the report. The report will include an Executive Summary.

In addition, TEconomy will develop a PowerPoint presentation of the key findings and strategy. TEconomy will present the Executive Summary of the report to the Lexington-Fayette Urban County Council and/or Council Committee.

Timeframe: Project Months 5-6

Deliverable: Final report in PDF format including citations of data sources. Executive Summary to be presented to the Lexington-Fayette Urban County Council and/or Council Committee.

Proposed Timeframe

The statement of work, as outlined herein, is proposed to be completed within six (6) months from receipt of a fully executed contract authorizing TEconomy to commence work. The following table outlines our proposed timeframe by task to complete the project along with the estimated level of effort each task will require.

Task	Months	Hours
Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting	1-6	16
Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis	1-2	196
Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries	1-2	156
Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities	3-5	196
Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities	3-5	204
Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings	5-6	176

Company Profile

About TEconomy Partners, LLC

TEconomy is a comprehensive technology-based economic development consulting group whose principals have a more than 25-year track record in developing strategic plans, technology commercialization initiatives, development roadmaps, and workforce and talent support programs. Our clients include industry associations, state and local governments, universities, non-profits, university research park organizations, business development groups, and foundations around the world. At a national level, TEconomy's public policy services help clients, such as BIO, PhRMA, the Industrial Physics Association, Association of University Research Parks, and others navigate a range of issues, needs and opportunities.

What sets TEconomy apart from other consulting organizations is that we understand and appreciate the variations in culture and communications among and between industry, higher education, non-profit organizations, and government, with many in our group having worked in and across these sectors. The principals of TEconomy have a proven track record in local, state, and national strategic and analytical efforts across a broad-range of sectors and technologies, including (but not limited to): Advanced Analytics and AI; Advanced Manufacturing; Advanced Materials and Chemicals; Aerospace; Agriculture; Applied Physics; Autonomous Systems; Clean Tech; Defense and Homeland Security; Drugs and Biopharmaceuticals; Educational Technology; Energy; Food Manufacturing; Genomics; Geospatial Technology; Healthcare Technologies; Industrial Biotechnology; Information Technology and Communications; Maritime Systems; Scientific Technology and Instrumentation, and many others.

TEconomy has worked extensively with clients to assess the characteristics of labor forces and to translate them into policy recommendations deployed as a part of comprehensive economic and workforce development strategies. These studies have made extensive use of labor market data sources including from the Bureau of Labor Statistics (BLS); the Census Bureau's American Community Survey (ACS), including use of the Public Use Microdata Sample (PUMS); Emsi (now Lightcast) job postings analytics and other tools; as well as our own web-based corporate workforce surveys. In addition, TEconomy has led workforce strategies that leverage thorough qualitative assessments through interviews, facilitated focus groups, advisory committees, etc.

In the fourth quarter of 2015, TEconomy Partners, LLC was formed as an independent company, transitioning the complete staff and capabilities of the Technology Partnership Practice (TPP) from Battelle Memorial Institute. In 1990, Battelle formed TPP to serve state and local organizations, universities, non-profit technology organizations, industry and professional associations, and others in the assessment, design, and implementation of research and technology programs. Over time the practice evolved into a full-service assessment and strategy group including leading analysts and practitioners in innovation-based economic development. *Today that practice is TEconomy Partners, LLC.*

TEconomy's Ethics Code

TEconomy Partners LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Partners and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to TEconomy Partners LLC.

Furthermore, we aspire to create a company and a world where equality and inclusion are achievable for all, driving growth and creating value for not only our clients but also our employees through our work together.

TEconomy's Equal Opportunity Statement/Affirmative Action Plan

TEconomy Partners LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex (including transgender and transitioning status), sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

TEconomy' Acknowledgements

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

TEconomy Organization Chart and Contact Information

TEconomy has been in continuous operation since 2015. TEconomy is a limited liability corporation with four equal partners. The day to day operations of the firm are overseen by its Managing Director, Deborah Cummings. Contact information is:

TEconomy Partners, LLC
8122 Blind Brook Ct.
Columbus, Ohio 43235
Deborah Cummings
Principal and Managing Director
614-395-3725
cummingsd@teconomypartners.com

Project Team Profiles

TEconomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. TEconomy's project team will be under the direction of Mr. Ryan Helwig, who will serve as Project Director, with specific responsibilities for:

- Supervising project staff on all phases of project
- Being a part of the project work on all phases of the project
- Ensuring high quality and timely completion of work
- Providing regular updates and status reports, and
- Serving as the main author of the final deliverable.

TEconomy has found it helpful to have a designated Project Manager, who can support the Project Director and provide back-up on day-to-day work issues. Mr. Joe Simkins will serve as Project Manager. In this role, Mr. Simkins will be responsible for coordinating outreach efforts and the overall integration of the analyses into final deliverables, in close collaboration with the Project Director.

The backgrounds of the individual members of the TEconomy Project Team are provided below.

Ryan Helwig is a Principal and Project Director at TEconomy. Mr. Helwig will serve as the Project Director and day-to-day point of contact for this proposed work. Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors. His experience encompasses an early career spent with the U.S. Department of Labor's Bureau of Labor Statistics and the Economic Policy Institute in Washington, D.C. followed by senior project management experience within Battelle's TPP prior to co-founding TEconomy in 2015. He has led biennial national report efforts with the Biotechnology Innovation Organization (BIO) since 2006, serving as a primary author and technical lead in this assessment of national and state-by-state bioscience industry and related ecosystem trends. He has conducted regional economic and impact analysis, competitive benchmarking assessments, and workforce strategy development for a range of clients, including the Massachusetts Life Sciences Center, Maryland Life Science Advisory Board, Oregon Workforce Investment Board, the Governor's Life Science and Global Health Advisory Council in Washington State, the North Carolina Biotechnology Center, Science Foundation Arizona, and the State of Indiana. His work has included a particular focus on workforce and STEM education issues. Mr. Helwig has an M.A. in Economics from The George Washington University and a B.S. in Business and Economics from Miami University. Mr. Helwig's level of effort for this engagement will be 124 hours.

Joe Simkins is a Senior Economist at TEconomy and will serve as the Project Manager for this proposed work. Mr. Simkins has an extensive background in statistics, advanced mathematics, data analysis, econometric modeling, and game theory applications. He specializes in developing applied microeconomic models for a wide variety of analysis needs including regional analysis, risk assessment, predictive choice theory, and behavioral analyses. Previously Mr. Simkins worked in the statistics and analytics group at Battelle where he implemented survey research design and developed predictive modeling approaches for a wide variety of government and commercial applications ranging from national defense to health care. Recently, Mr. Simkins has prepared the analytical cluster analyses for work with the Georgia Research Alliance, Maine Technology Institute and Iowa Partnership for Economic

Progress and undertook impact analysis for major TEconomy projects in North Carolina. Mr. Simkins received his M.A. in Applied Economics from the University of North Carolina – Greensboro and his BA in Economics at the University of North Carolina Chapel Hill. Mr. Simkin’s level of effort for this engagement will be 248 hours.

Dylan Yetter is a Senior Research Analyst at TEconomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEconomy clients. Mr. Yetter joined TEconomy from his previous position as a graduate assistant in the Department of Sociology and Criminology at The Pennsylvania State University (Penn State). Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia. Mr. Yetter’s level of effort for this engagement will be 164 hours.

Jonathan Dworin is a Project Manager at TEconomy. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and talent development programming, he brings a variety of perspectives to his work with TEconomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master’s in Public Policy from the University of Minnesota and a Bachelor’s in Social Relations and Policy from Michigan State University. Mr. Dworin’s level of effort for this engagement will be 60 hours.

Kyle Kissinger is a Research Analyst at TEconomy supporting client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. Prior to joining TEconomy, Mr. Kissinger served as a Policy Researcher for the Mitsubishi Research Institute in Tokyo, Japan, focusing on international economic development through entrepreneurial innovation and public-private partnerships. Mr. Kissinger received both his B.A. in Political Science and his M.A. in International Economics from the University of California - San Diego. Mr. Kissinger’s level of effort for this engagement will be 204 hours.

Mary Jane MacArthur is a Research Analyst with TEconomy. Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients’ individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines. She received her B.S. in Economics from Brigham Young University and her M.S. Public Policy and Management – Data Analytics from Carnegie Mellon University. Ms. MacArthur’s level of effort for this engagement will be 144 hours.

Resumes for each team member can be found in Appendix A.

Examples of Representative Work

Examples of recent projects with direct relevance to this proposed effort include the following:

Putting Tech to Work in Critical Industries: Indiana’s potential as a global leader for technology application and adoption. Building on longstanding support for the innovation and workforce initiatives administered under the Central Indiana Corporate Partnership (CICP), TEconomy was engaged by the central growth organization for Indiana’s tech industry, TechPoint, to conduct an assessment of tech industry strengths, future opportunities, and workforce dynamics across the state. TEconomy’s approach identified and profiled both “core tech” industries in traditional software and IT sectors in addition to “tech-enabled” sectors which were uncovered through detailed labor market analyses of the state’s tech workers and how they were being deployed. Labor market and industry analyses were supplemented by the creation of a customized inventory of Indiana’s technology firms and their competencies that highlighted key applications themes being advanced by industry. These analyses produced insights about the state’s specialization in generating and integrating an “embedded” tech workforce across key industry sectors outside of traditional tech products and services, such as tech-enabled engineering solutions being deployed in the state’s manufacturing sectors. TEconomy leveraged these key findings to recommend several target workforce segments for TechPoint to engage using a new “putting tech to work” strategic initiative.

Link to final report: <https://techpoint.org/indiana-putting-tech-to-work-critical-industries>

Reference:

Nathan Ringham
Vice President, Research and Insights
Central Indiana Corporate Partnership
nringham@cicpindiana.com
317-638-2440

Massachusetts Life Sciences Employment Outlook Report. Since 2021, TEconomy has developed an annual Massachusetts Life Sciences Employment Outlook report with the recent 2024 report highlighting several key emerging dynamics in the state’s life sciences workforce and outlining approaches that industry, educational, and government stakeholders can take to respond to ongoing market trends. The report outlines key findings about growing segments of the life sciences workforce as well as challenges and demand drivers facing Massachusetts employers across bioscience-related manufacturing, laboratory, university, and hospital segments of the industry that employ this specialized workforce. The report snapshots annual demand for key skills by major state employers, regional concentrations of various workforce segments, emerging trends in talent generation by state institutions, and analyses of topics such as graduate and worker retention. This report is used as the centerpiece of MassBioEd’s annual conference outlining emerging labor trends, with the 2024 report’s release generating positive feedback and coverage from industry and state workforce development stakeholders.

Link to final report: <https://www.massbioed.org/labor-market-information/>

Reference:

John Brothers
Senior Director of Workforce Development Strategy
Massachusetts Biotechnology Education Foundation
John.Brothers@massbioed.org
857-600-6453

Developing a Life Sciences Workforce Strategy for Washington. Following a 2017 assessment of Washington’s Life Sciences and Global Health workforce dynamics for the Washington Department of Commerce, Life Science Washington (LSW) approached TEconomy to develop a workforce strategy to address challenges in recruiting, hiring, and retaining talent based on the experiences of its constituent companies. TEconomy leveraged detailed labor market analytics and customized projections data to inform a set of “high demand, high priority” occupations across biomedical research, healthcare, and life science manufacturing-related industry clusters that are key demand drivers for workforce. TEconomy supplemented this analysis with conversations with Washington-based life science companies as well as a variety of university, community college, and workforce development stakeholders. After vetting these findings with LSW and Career Connect Washington leadership, TEconomy produced an overall set of five strategic priorities for meeting demand for talent from a growing life sciences industry, including detailed recommendations under each strategic priority that were used to inform investment in statewide workforce development programs.

Link to final report: <https://lifesciencewa.org/wp-content/uploads/2023/08/CCW-LSW-Life-Science-Workforce-Recommendations-final.pdf>

Reference:

Marc Cummings
President and CEO
Life Science Washington (LSW)
marc@lifesciencewa.org
206-456-9566

Developing a Comprehensive Workforce Strategy for Iowa’s Targeted Industry Clusters (ongoing). TEconomy has been engaged by the Iowa Economic Development Authority (IEDA) several times in recent years to develop new and updated strategic roadmaps and assessments across Iowa’s targeted industry clusters, including in technology and STEM-intensive industry applications areas such as biosciences, manufacturing 4.0, and educational technology (EdTech). Leveraging this work and updated analyses of labor market and talent generation dynamics, TEconomy is currently developing a comprehensive workforce strategy for the State of Iowa focused on key industry clusters that drive an outsized proportion of the state’s total economic activity. To support this work to date, TEconomy has generated detailed occupational workforce profiles for the labor force of each industry cluster, including skills mix, supply-demand alignment, and demographic trends which are driving current conditions. In partnership with IEDA as well as Iowa Workforce Development (IWD), TEconomy has conducted outreach to over 50 Iowa-based companies, economic development organizations, and educational

institutions as well as deployed an industry hiring and demand survey to a broad set of state companies. The project will culminate in development of a detailed strategic roadmap for the state’s workforce development efforts in target industry clusters that includes best practice examples from other states as well as recommendations for public policy and investment to scale existing programs.

Reference:

Debi Durham
 Executive Director
 Iowa Economic Development Authority and Iowa Finance Authority
 debi.durham@iowaeda.com
 515-348-6200

In addition to these four detailed examples, Table 1 highlights other relevant workforce focused assessments and strategic engagements performed by TEconomy, as well as in some cases the principals of TEconomy while with Battelle (prior to 2015).

Table 1: Recent Relevant Workforce and Talent-Focused Projects Conducted by the Principals of TEconomy

Client	Title	Summary
AgriNovus Indiana	<i>Ensuring an Agbioscience Workforce for Indiana’s Future</i>	Understanding the ramifications of the agbioscience workforce shortage at the national level, AgriNovus Indiana engaged TEconomy to better understand its workforce needs. TEconomy developed a data-driven, fact-based understanding of the demand and supply of agbioscience workers in Indiana and the factors shaping how demand and supply can be more closely linked. A key finding from the analysis is that while Indiana’s talent generation in core agbiosciences occupations is aligned with demand, the industry struggles to attract talent in allied occupations, such as business and technology. As a result, TEconomy recommends a series of solutions that will help ensure that agbioscience industrial workforce needs are aligned with the higher education delivery system. These recommendations are now being implemented by AgriNovus through efforts such as Field Atlas, a career exploration platform that informs high school and college students about the kinds of diverse professions in the growing agbiosciences industry.
Arkansas Research Alliance and Arkansas Economic Development Commission	<i>Recommendations on Advancing the Economic Competitiveness of Data Analytics and Computing in Arkansas</i>	TEconomy was retained by the Arkansas Research Alliance and Arkansas Economic Development Commission to assist the Governor’s Blue Ribbon Commission in formulating a strategic plan for advancing data analytics and computing in Arkansas. The Blue Ribbon Commission involved senior executives from Arkansas’ major corporations, emerging new technology ventures, economic development agencies and public university systems. TEconomy facilitated discussions and commission member guidance, conducted a detailed assessment of Arkansas’ competitive position in data analytics and computing, benchmarked best practices

		<p>and helped to formulate key actions and an operating approach for a new public-private partnership effort. The Blue-Ribbon Commission’s Action Plan was presented to Governor Asa Hutchinson in late December of 2017. It recommended a five-year, \$25 million public-private partnership effort to recruit top talent, raise industry capabilities and generate more homegrown talent in data analytics and computing in Arkansas to raise the state as a leader in the transformation of existing industries through the application of data analytics and computing.</p>
<p>Coalition of State Bioscience Institutes (CSBI)</p>	<p><i>2021 and 2023 Life Sciences Workforce Trends Report (National)</i></p>	<p>TEconomy partnered with the Coalition of State Bioscience Institutes (CSBI) to take stock of the industry’s demand for talent and related themes emerging from a disruptive COVID pandemic year. The analysis and assessment leveraged detailed job postings of life sciences companies; a national life sciences industry hiring survey; and interviews with nearly 200 life sciences executives across the U.S. The report identified a set of key findings and themes that emerged from the assessment and included the life science industry’s continued economic resilience; the seismic shift to remote work; the elevated commitments to a more diverse and inclusive industry as a strategic priority; and the importance of industry-academic partnerships.</p>
<p>Indiana BioCrossroads</p>	<p><i>Impact of Talent on Innovation: Recent Trends and Implications for the Indy Metro</i></p>	<p>BioCrossroads commissioned the Battelle Technology Partnership Practice to take a detailed examination of the supply and demand for talent to drive innovation and economic growth for the Indy Metro. This effort draws on a wide variety of data sources on population dynamics, talent pipeline of recent graduates, innovation activities and industry trends. It considers the trends for the Indy Metro during the economic recovery and puts them into a comparative analysis with a set of regional benchmarks. The study then turns to the implications of its key findings and particularly how it relates to the new developments in place-based strategies to advance an innovation and talent ecosystem that drives economic development.</p>
<p>Central Indiana Corporate Partnership (CICP)</p>	<p><i>The Opportunity to Win the Global Competition for College-Educated Talent</i></p>	<p>This comprehensive study focused on how Indiana could better compete for college educated talent, assessing the alignment between recent college graduates and high-quality job opportunities in the state. The study brought together public data on occupational employment by industry, degree generation, and student migration patterns, along with specialized analyses of job vacancies and survey research of recent college graduates from Indiana working both in-state and out-of-state. Various strategies were identified to break the cycle of Indiana losing graduates. The results of the study helped inform the Lilly Endowment’s \$60+ million initiative to Indiana colleges and universities to help improve employment opportunities for college graduates.</p>

<p>Maricopa Community Colleges (Phoenix)</p>	<p><i>Advanced Manufacturing Strategy for Greater Phoenix</i></p>	<p>Battelle undertook a very detailed analysis of the workforce education and training needs of advanced manufacturers in the Greater Phoenix area including electronics, aerospace, defense, semiconductor and the supplier chains to such key anchor industries. Up to three different individuals in a strategic sample of employers were interviewed (strategic, operational, human resources) and detailed information on various supply and demand issues was identified. Focus groups by industry sector were held and a detailed action plan was completed to enable the Community Colleges to better serve these advanced manufacturing industries. The strategy contributed to a multi-year NSF funding award for implementation of the action plan.</p>
<p>Oregon Workforce Investment Board</p>	<p><i>Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis</i></p>	<p>Battelle served as the technical lead for a study on "Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis." This study was commissioned by the Business and Economic Development Committee of the Oregon Workforce Investment Board as a strategic investment plan to drive and focus future areas of workforce investment. Through the use of core competency analysis, industry cluster analysis and detailed occupational and educational analysis, Battelle identified the economic drivers of Oregon's future economy, what workers with which skills will be needed, what capacity Oregon has now to generate workers in demand and where are the major gaps in the workforce system relative to technology and market opportunity areas.</p>
<p>Pharmaceutical Research and Manufacturers of America (PhRMA)</p>	<p><i>Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines</i></p>	<p>Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines, undertaken on behalf of the Pharmaceutical Research and Manufacturers of America (PhRMA), analyzes the biopharmaceutical industry's needs for, and cultivation of, STEM-related talent. The report details how innovative biopharmaceutical companies and their foundations are partnering with the nation's colleges and universities to foster the next generation of STEM talent. These partnerships are happening at all levels of the postsecondary pipeline from worker training programs to various certification and associate's programs through to master's and doctoral programs.</p>
<p>Prince George's County (MD) Planning Department of The Maryland-National Capital Park and Planning Commission</p>	<p><i>A Study of Occupational Shifts and Workforce Characteristics</i></p>	<p>Battelle prepared the 2011 <i>A Study of Occupational Shifts and Workforce Characteristics</i> report, a comprehensive analysis of workforce supply and demand conditions in Prince George's County Maryland. This project included an analysis of both labor market supply and demand conditions in the County, and the County's role in the regional economy and labor shed. This report included a detailed demographic analysis of the County's available workforce, the occupational demand of the County's employer community, the supply of a skilled and educated workforce from the County's K-12, community college, and public and private colleges and universities, and a gap analysis of key areas of occupational shortage.</p>

**Washington State
Department of
Commerce**

*Assessing Washington's
Life Science and Global
Health Workforce
Dynamics: Enhancing
Connections and
Addressing the Skills Gaps
to Ensure Future Growth*

By mid-2016, the building challenges and concerns facing Washington's life science industry and global health sector had coalesced to such a point that the state's Department of Commerce, through its designated Industry Sector Lead and with the support of Governor Inslee, commissioned this study to develop a comprehensive baseline assessment and strategy for meeting Washington's current and future life science and global health workforce needs.

Cost Estimate

TEconomy proposes to conduct the services proposed herein for a fixed price of \$132,860.00 inclusive of all project-related costs including all labor, travel, and data-related costs. TEconomy proposes to invoice upon completion of each task. The price by task is provided in the following table.

Task/Deliverable	Cost
Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting	\$3,280
Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis	\$26,800
Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries	\$20,100
Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities	\$23,400
Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities	\$29,000
Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings	\$30,280
Total Cost	\$132,860

Appendix A: Key Personnel Resumes

Complete resumes for all key TEconomy personnel who will be involved in providing the services outlined in this proposal are provided in the following pages.

RYAN HELWIG



PRINCIPAL AND PROJECT DIRECTOR

EDUCATION

M.A. Economics,
The George Washington University

B.S. Business-Economics,
Miami University

QUALIFICATIONS

Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors, including the U.S. Department of Labor's Bureau of Labor Statistics, the Economic Policy Institute, and Battelle's Technology Partnership Practice prior to co-founding TEconomy. He has conducted and led industry cluster and workforce strategy development, regional economic and impact analysis, and competitive benchmarking assessments for a wide range of regional, state, and national clients. His work has included a particular focus on STEM workforce, talent, and education issues.

RELEVANT EXPERIENCE

PRINCIPAL AND PROJECT DIRECTOR

TEconomy Partners, LLC

- Projects include the development of strategic plans and innovation strategies related to industry cluster development, workforce and talent, economic impact, and core competency assessments for a variety of national, state, and regional clients, and industries that span the biosciences, agriculture, information technology, and advanced manufacturing.
- Conducts and manages detailed quantitative analyses of economic and innovation ecosystem data, assesses regional economic positioning, develops surveys, and models economic impacts for national and regional technology-based innovation and economic development strategies.

PROJECT DIRECTOR

Battelle, Technology Partnership Practice

- Ten years as a Senior Economist and Project Manager/Director across a wide range of technology-based economic development projects, including:
 - PhRMA-Battelle STEM Education Report, *Building a 21st Century Workforce to Develop Tomorrow's New Medicines*
 - Battelle-BIO State Bioscience Jobs, Investments and Innovation (Project Manager, Technical Lead & Co-author for 6 biennial national reports with BIO)
 - Science Foundation Arizona, *Annual Report Card of Arizona's Technology and Innovation Registry*
 - Iowa's Re-Envisioned Economic Development Roadmap
 - Indiana Study entitled *The Opportunity to Win the Global Competition for College Educated Talent*
 - *New York's Bioscience Cluster: Industry Position & Workforce Assessment of the Upstate Region*
 - *Feasibility Assessment and Master Plan for Advancing the Bioscience Industry Cluster in Los Angeles County*
 - *Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs*

ECONOMIST

U.S. Bureau of Labor Statistics, Division of Labor Force Statistics

- Worked on the Current Population Survey (CPS), conducting economic research and analysis of U.S. labor force data. Briefed foreign government officials and business professionals on the CPS and other BLS surveys.
- Wrote national *Employment Situation* news releases and published articles on Displaced Workers in the Monthly Labor Review. Prepared briefing materials for the Secretary of Labor and the Chief Economist of the U.S. Dept. of Labor on the monthly Employment Situation data, older workers, displaced workers, and the employment situation of veterans.

RESEARCH ASSISTANT

Economic Policy Institute

- Provided research assistance to economists, analyzed large data sets (Labor Market, Macroeconomic, International) to aid economists with articles, books, and presentations, including Congressional Testimony.

JOSEPH SIMKINS



SENIOR ECONOMIST

EDUCATION

M.A. Applied Economics,
University of North Carolina

B.S. Economics,
University of North Carolina

QUALIFICATIONS

Mr. Simkins is an economist with an extensive background in technology-based innovation development planning. He has been a technical lead and subject matter expert on a variety of projects for TEconomy and Battelle, including core competency assessments, economic impact analyses, and policy evaluations. He specializes in the application of machine learning and advanced statistical models to develop strategic insights into trends in innovation and economic development, and is also experienced in implementing simulation models to inform economic impact analyses.

RELEVANT EXPERIENCE

SENIOR ECONOMIST

TEconomy Partners, LLC

- Lends valued expertise in economic impact modeling, advanced quantitative analyses of core competencies and innovation trends, big data handling, survey-based research, and design of applied modeling and simulation projects.
- Works across a varied spectrum of technological and scientific disciplines, ranging from biosciences to national security, that encompasses the array of technologies and strategies that drive economic development and industry growth and allows development of insights into technology futures forecasting.
- Key project work includes:
 - Pittsburgh Autonomy Cluster Initiative – Led creation of a strategic initiative for regional innovation and economic development stakeholders that characterized the national market for emerging mobile autonomous systems technologies and identified regional competencies and gaps as a part of a detailed strategic plan to grow the region’s industry base.
 - Indiana Artificial Intelligence Strategy – Led development of a comprehensive strategy that benchmarked the national innovation landscape in AI-related technologies and developed a framework to align collaborative industry-university initiatives and talent pipelines with disruptive trends in machine intelligence and data sciences.
 - Oklahoma City Innovation District Strategy – Analyzed the core competencies and innovation assets of the Oklahoma City region to inform economic development and placemaking recommendations for positioning the city’s innovation district for sustainable growth.
 - Greater Houston Middle Skills Workforce Study – Analyzed the region’s middle skills workforce segments and developed a framework for targeted upskilling of labor segments based on forecasted employment conditions for specific occupational roles

SENIOR ECONOMIST

Battelle, Technology Partnership Practice

- Served as technical lead on a variety of economic development, science and technology strategy, and core competency assessment projects.
- Worked in conjunction with various business units at Battelle to lead projects as a subject matter expert in economic impact analysis, risk assessment, and complex systems simulation.
- Key project work included:
 - Cummings Research Park Strategic Opportunities Plan – Served as technical lead in crafting and validating technology-based strategic innovation opportunity areas for integration into research park master planning updates.
 - Georgia Research Alliance – Principal analyst in work involving identifying bioscience industry needs for university collaborations and Georgia’s assets in targeted areas of bioscience development.

DYLAN YETTER



SENIOR RESEARCH ANALYST

EDUCATION

**M.A. Sociology and Demography,
The Pennsylvania State University**

**B.A. Sociology and Political Science,
The State University of NY at Fredonia**

QUALIFICATIONS

Mr. Yetter specializes in quantitative data analysis, from data collection through to the presentation of findings. He has significant experience in analyzing socioeconomic and demographic data using a broad range of sources and advanced methods. His work provides context to projects and explores the unique environments in which clients operate. Mr. Yetter also develops data visualizations and maps, designs presentations, and contributes to written analyses of project findings.

RELEVANT EXPERIENCE

SENIOR RESEARCH ANALYST

TEconomy Partners, LLC

- Supports project goals by collecting, organizing, vetting, and analyzing primary and secondary data sources, often as the lead data analyst and point person.
- Synthesizes findings from multiple data sources to produce multifaceted analyses in key areas, such as socioeconomic benchmarking and innovation ecosystems.
- Creates, organizes, and maintains databases by collecting and combining disparate sources of data using advanced Microsoft Excel, Microsoft Access, and R.
- Designs, tests, and distributes surveys in Qualtrics to build proprietary datasets to address clients' needs that cannot be met through other publicly available sources.
- Utilizes data from a variety of sources and data structures, including federal agencies (Bureau of Labor Statistics, U.S. Census Bureau, Bureau of Economic Analysis, National Science Foundation), survey data, client program data, venture capital data, and other economic and demographic sources.
- Develops data visualizations and maps using Excel and Tableau to illustrate project findings.
- Designs presentations and contributes to written analyses of findings to share conclusions and recommendations with clients.
- Writes literature reviews of qualitative data to provide deeper context for quantitative assessments.

GRADUATE RESEARCH ASSISTANT

*The Pennsylvania State University (Penn State)
Department of Sociology and Criminology*

- Conducted academic research that focused on the topics of health, immigration, and demography.
- Cleaned and analyzed large and complex datasets with longitudinal and multilevel structures.
- Presented findings to colleagues and collaborators through written and oral presentations.
- Collaborated on several research teams by providing data analysis and other feedback to support joint project efforts.
- Wrote synthesized reviews of scientific literature and assessed the state of literature for further examination into important topics.
- Utilized demographic techniques as well as other complex procedures designed to account for sampling design challenges, which allowed for data analysis to account for more comprehensive sets of variables.

JONATHAN DWORIN



PROJECT MANAGER

EDUCATION

M.A. Public Policy
University of Minnesota

B.A. Social Relations and Policy
Michigan State University

QUALIFICATIONS

Mr. Dworin has dedicated his career to improving economic conditions by striving to make public-private investments in innovation-based programs more efficient while achieving greater impact. Blending qualitative and quantitative analysis, Mr. Dworin's work focuses on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming to advance innovation-based economic development. Prior to joining TEconomy, Mr. Dworin worked with SSTI researching best practices in innovation-driven economic development and supporting public-private partnership efforts at universities and federal labs.

RELEVANT EXPERIENCE

PROJECT MANAGER

TEconomy Partners, LLC

- Works with TEconomy's principals to effectively manage projects focused on innovation-led economic development and informed public policy.
- Conducts research on innovation, entrepreneurship, and industry dynamics to help strategically position competitive assets, working with groups like Business Oregon, Missouri Technology Corporation, Indiana Economic Development Corporation, Prince George's County (MD) Economic Development Corporation, and Greater Louisville Inc.
- Complements quantitative analyses with insight garnered from interviews, surveys, focus groups, literature reviews, and other sources to develop economic and functional impact assessments for universities and other institutions, such as Kansas State University, the University of Arizona, BioCrossroads (IN), and Innovation Quarter (NC).
- Contributes to targeted industry strategies across sectors, in fields ranging from bioscience to food innovation, and with groups such as the Iowa Economic Development Authority, Greater Oklahoma City Chamber of Commerce, and the Center for Innovative Food Technology.
- Synthesizes analyses to help inform facilities and research park planning for colleges and universities, including University of Minnesota's FAARM (Future of Advanced Agricultural Research in Minnesota), University of Wisconsin, University of Nebraska, University of Connecticut, Clemson University, and UT-San Antonio.

POLICY ANALYST

State Science and Technology Institute (SSTI)

- Researched and communicated trends and best practices in technology-based economic development to practitioners and policymakers.
- Managed relationships with federal, state, and regional economic development initiatives that support science, technology, innovation, and entrepreneurship.

GRADUATE RESEARCH ASSISTANT

University of Minnesota, Humphrey School of Public Affairs

- Provided project management and research support for the State and Local Policy Program, with an emphasis on how the development of industry clusters can support regional economic competitiveness.
- Worked alongside McKinsey consultants as a member of a nine-person project team developing the strategic plan for Greater MSP, the Minneapolis-St. Paul Regional Economic Development Partnership.

RESEARCH ASSISTANT

Michigan State University Land Policy Institute (LPI)

- Supported research for the Rebuilding Prosperous Places Initiative, a university-led public private partnership that focused on sustainable economic development, placemaking, and industrial revitalization.

KYLE KISSINGER



RESEARCH ANALYST

EDUCATION

M.A. International Affairs,
University of California – San Diego

B.A. International Studies,
University of California – San Diego

QUALIFICATIONS

Mr. Kissinger supports client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. His findings are integral to the development of data-driven strategies and recommendations delivered to clients. His experience in multiple policy fields (including energy, automation, and innovation-driven economic growth) as well as work experience in multiple countries with varying degrees of development provides him with a unique perspective regarding how to catalyze technological adoption and sustainable economic development.

RELEVANT EXPERIENCE

RESEARCH ANALYST

TEconomy Partners, LLC

- Works with TEconomy to provide effective, accurate, and concise data analysis across multiple industry sectors and time points in order to encourage successful and sustainable economic development.
- Conducts sector and technology benchmarking across the U.S. and around the globe, including analysis of public/private partnerships, technology deployment and commercialization, and talent, workforce development, and educational initiatives.

POLICY RESEARCHER

Mitsubishi Research Institute, Inc.

- Collected a wide variety of data across Japan utilizing government and executive interviews, domestic and international datasets, and deep single-business case studies.
- Analyzed sector-wide technological adoption, including the advent of additive manufacturing in the food and energy sectors as well as the adoption of tourism-focused non-fungible tokens (NFTs).
- Hosted and managed monthly discussion events between industry executives, academic experts, and researchers in order to establish both a rapport between different innovators and to diversify pursued solutions.
- Built collaboratively a yearly Listings of Societal Issues that evaluated global issues, including climate change, educational inequality, a lack of disaster preparedness, and inequitable access to nutrition, and showcased successful startups working to provide solutions and new technologies.
- Developed and updated semiannually an “innovation climate” report containing more than 800 startups, expert testimonies and interviews, and policy proposal analyses.

RESEARCH ASSISTANT

University of California – San Diego
School of Global Policy and Strategy

- Contributed to a national security report concerning military and terrorist usage of 3D printing to facilitate weaponry production, regulation avoidance, and smuggling potential.
- Produced databases and reports based on government data, field work (including direct data gathering on-site), and expert testimonials to benchmark multiple G8 countries in their policy responses and the impact of 3D printing on the military economic presence.

MARY JANE MACARTHUR



RESEARCH ANALYST

EDUCATION

M.S. Public Policy and Management
– Data Analytics,
Carnegie Mellon University

B.S. Economics,
Brigham Young University

QUALIFICATIONS

Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients' individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines.

RELEVANT EXPERIENCE

RESEARCH ANALYST

TEconomy Partners, LLC

- Performs analyses including industry cluster and core competency assessments, economic and functional impact modeling, and workforce analysis.
- Works with a variety of clients including universities, non-profit research institutes, and economic development organizations to research the economic potential and impact of scientific disciplines such as bioscience, agriculture, advanced manufacturing, and logistics.
- Builds effective, semi-automated data pipelines and incorporates current technology and best practices into the data management system.

DATA ENGINEER INTERN

Allegheny CountyStat

- Developed script to publish database tables as feature layers in ArcGIS online and continuously update layers with current data.
- Wrote and updated Python scripts to help automate the process of archiving obsolete data tables.
- Used various software tools to manage data pipelines and maintain security and consistency throughout the data lifecycle.

DATA GOVERNANCE INTERN

Federal Energy Regulatory Commission

- Performed quality assurance and developed visualizations on formal proceedings data. Created Power BI dashboards, many of which included embedded visuals created in R.
- Promoted the Federal Data Strategy by assisting other program offices with cataloging their data assets and populating metadata.

COMMUNITY DEVELOPMENT INTERN

Lawrenceville Corporation

- Contributed to a report on community development in Pittsburgh's Lawrenceville neighborhoods. Work included:
 - Reached out to Lawrenceville residents and stakeholders for insights into neighborhood changes and policy priorities.
 - Collected, validated, and analyzed a variety of quantitative and qualitative data on local demographics, economic activity, housing, and transportation infrastructure.
 - Created data visualizations and wrote accompanying text.

RESEARCH ASSISTANT

Brigham Young University Department of Economics

- Digitized historic records using natural language processing.
- Collected data and performed regression analysis for studies on a variety of topics, such as education and school nutrition.

Appendix B: American Rescue Plan Act Amendment 1

TEconomy's Certification for Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act can be found on the following pages.

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.

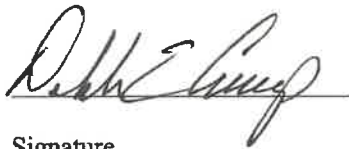
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

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

8-14-2024

Date

Appendix C: Affidavit

TEconomy's signed and notarized affidavit can be found in the following pages.

AFFIDAVIT

Comes the Affiant, Deborah E. Cummings, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Deborah E. Cummings and he/she is the individual submitting the proposal or is the authorized representative of TF Cooney Partners, LLC, 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.

Deborah E. Cummings

STATE OF *Ohio*

COUNTY OF *Franklin*

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

by *Deborah E. Cummings* on this the *14* day

of *August*, 20*24*.

My Commission expires: *08-17-2024*

Timothy Michael Williamson
NOTARY PUBLIC, STATE AT LARGE



Appendix D: Equal Opportunity Agreement

TEconomy's signed Equal Opportunity Agreement can be found in the following pages. TEconomy acknowledges that we have read and understand the provisions contained herein.

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:

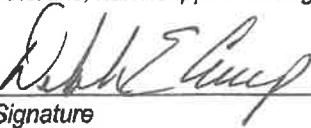
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

TE Group Partners, LLC

Name of Business

Appendix E: Current Workforce Analysis Form

TEconomy's signed Current Workforce Analysis Form can be found on the following page.

WORKFORCE ANALYSIS FORM

Name of Organization: TEconomy Partners, LLC

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	9	7	2														7	2
Superintendents																		
Supervisors																		
Foremen																		
Technicians																		
Protective																		
Para-																		
Office/Clerical																		
Skilled Craft																		
Service/Maintena																		
Total:																		

Prepared by: *Robert E. Camp* Date: 8/14/2024
 (Name and Title)

Revised 2015-Dec-15

Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts

TEconomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. Due to the depth and breadth of TEconomy's team, we will not be subcontracting any of the work elements. As a result, the MWDBE Participation Goals are not applicable to this bid.



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 46-2024

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.	N/A	N/A	N/A	N/A
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.

TEconomy Partners, LLC

Company

8/14/2024

Date


Company Representative

Principal and Managing Director

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 46-2024

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.					
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.

TEconomy Partners, LLC

Company

8/14/2024

Date

Debra E. Croy

Company Representative

Principal and Managing Director

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 46-2024

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 N/A	Contact Person N/A
Address/Phone/Email N/A	Bid Package / Bid Date N/A

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.

TEconomy Partners, LLC

Company

Debbie E. Camp

Company Representative

8/14/2024

Date

Principal and Managing Director

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 # 46-2024

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
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.

TEconomy Partners, LLC

Company

8/14/2024

Date

Company Representative

Principal and Managing Director

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 46-2024

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.

_____ 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.

TEconomy Partners, LLC

Company

8/14/2024

Date



Company Representative

Principal and Managing Director

Title

Appendix G: General Provisions

TEconomy's signed General Provisions can be found in the following pages.

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

8-14-2024
Date