

Software Service Agreement

LFUCG Draft 5-15-18

B2Gnow SOFTWARE SERVICE AGREEMENT

THIS SOFTWARE SERVICE AGREEMENT ("Agreement") is entered into as of the date the Agreement is executed by all the parties (the "Effective Date"), between AskReply, Inc. d/b/a B2Gnow, an Arizona corporation of Phoenix, Arizona ("B2Gnow" or "Contractor"), and the Lexington-Fayette Urban County Government, an urban-county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 ("Customer"). In consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1 DEFINITIONS

"Agreement" means this Software Service Agreement, and the attached Investment Proposal and/or Statement of Work ("SOW"), and RFP #54-2017 Supplier Diversity Tracking Management System (the "RFP"), and B2Gnow's Response to the RFP ("RFP Response"), copies of which are attached hereto and incorporated herein by reference. In the event of a conflict, this Agreement will govern, followed by the Investment Proposal and/or SOW, the RFP, and the terms of the RFP Response.

"B2Gnow Technology" means all of B2Gnow's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by B2Gnow in providing the Service.

"Confidential Information" means any and all trade secrets, proprietary or confidential information, in whatever form, that are owned by a party and/or reasonably considered by it to be confidential, that a party has disclosed to the other party prior to the Effective Date, or that a party may disclose to the other party on or after the Effective Date. Confidential Information includes, without limitation, the object and source code to the System, as defined below. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information which was already in the receiving party's possession as a matter of record prior to the Effective Date and not disclosed to the receiving party by the other party to this Agreement; (b) information that is independently developed by the receiving party before disclosure by the disclosing party as a matter of record; (c) information that is obtained from a third party who, insofar as is known to the receiving party, is not prohibited from transmitting the information to the receiving party by a contractual, fiduciary, or legal obligation, including information that must be made available pursuant to the Kentucky Open Records Act (KRS 61.870 to 61.884), whether explicit or customary, to the disclosing party; and (d) information which is or which becomes generally available to the public other than as a result of disclosure by the receiving party.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

"Deliverable(s)" means any software code or other work product developed by B2Gnow in connection with the Professional Services and provided to Customer pursuant to the requirements of the Agreement

"Derivative Work" has the meaning as defined in the Copyright Act, 17 U.S.C. § 101 (2000).

"Documentation" means the standard user manual or other documentation or explanatory material related to the System, as described in the Investment Proposal or Statement of Work attached as an exhibit to this Agreement, and any subsequent versions thereof which Customer may receive from B2Gnow.

"Intellectual Property Rights" means all intellectual property rights protected by law throughout the world, including all copyrights, copyright registrations and applications, trademark rights (including trade dress), trademark registrations and applications, patent rights (including the right to apply therefore), patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, industrial property rights, inventions (whether or not patentable), together with all utility and design, know-how, specifications, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, rights in packaging, goodwill, and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

"Statement of Work" means the document identified and attached as Exhibit A to this Agreement and that (a) specifically refers to this Agreement; and (b) defines additional rights and obligations of the parties with respect to the System, Documentation, or Professional Services.

"Professional Services" means any services performed as part of the implementation and activation of the System for the Customer.

"Service" means the specific modules of B2Gnow's online hosted diversity management system and related services identified on the Investment Proposal, developed, operated, and maintained by B2Gnow, accessible via <http://www.mwdbe.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by B2Gnow, to which you are being granted access under this Agreement, including the B2Gnow Technology and Content.

"System" means the computer software programs to be delivered to the Customer via the Internet pursuant to the Agreement.

2 LICENSE GRANTS AND RESTRICTIONS.

2.1 Subject to the terms of this Agreement, B2Gnow hereby grants to Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by B2Gnow.

2.2 Except as expressly set forth in this Agreement, or any Investment Proposal or Statement of Work, Customer may not:

- (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover, in any way, any source code, programming, algorithms, design structure, interoperability interfaces, concepts, construction methods underlying ideas, or file formats of the Service, for any purpose, (ii) remove any identification markings, including but not limited to logos, copyright notices, and trademarks, from the Service, or (iii) make any modification, enhancement, or Derivative Work of the Service, or incorporate the Service, or any portion thereof, into or with any other software;
- (ii) copy, sell, lease, sublicense, give, loan, assign, distribute or transfer in any manner or form, in whole or in part, the Service; or
- (iii) use the Service to develop or distribute any software product that competes in the marketplace with the System; or
- (iv) sell, lease, sublicense, give, loan, assign, distribute or transfer in any manner or form, in whole or in part, any Documentation or accompanying materials, electronic or written, to any third party.

Notwithstanding the foregoing, Customer may make copies of the Documentation, containing all legends, trademarks, trade names, copyright notices and other identifications associated with the original, to the extent reasonably necessary to permit access to and use of the Documentation by Customer's employees and in accordance with the law.

2.3 Except as specifically set forth in this Agreement, Customer acknowledges that this Agreement does not grant Customer any use or rights to the Service, including, but not limited to, any rights to the source code for the Service.

2.4 Customer acknowledges that B2Gnow has, and will from time to time create, license, evaluate, or implement other computer software programs that may be based upon or related to the System or Deliverables and that those other programs are not licensed to Customer under this Agreement except as specifically set forth in the Agreement or the Statement of Work.

2.5 Except as specifically set forth in the Agreement or the Investment Proposal or Statement of Work, Customer acknowledges that B2Gnow has no responsibility for providing Customer with any services, support, product upgrades or other enhancements for or in connection with, and that B2Gnow is under no obligation to create any product upgrades or enhancements to, the Service.

3 FEES AND PAYMENTS

3.1 In consideration of the rights granted and services provided to Customer under this Agreement, Customer will pay B2Gnow the annual service fee and other fees (the "Fees") in the manner and amounts set forth in the Investment Proposal and attached to this Agreement as Exhibit A, which payments will be nonrefundable and irrevocable except as otherwise provided in Sections 4 or 7.2. Unless otherwise set forth in the Investment Proposal or Statement of Work, the Fees are due and payable in full, thirty (30) days of Customer's receipt of B2Gnow's invoice.

3.2 The amounts due to B2Gnow under this Agreement do not include taxes, duties, or similar fees. Customer shall have no obligation for taxes B2Gnow may incur in its normal course of business, not directly related to work under this Agreement, including but not limited to payroll taxes, property taxes, and income taxes.

3.3 All past due invoices will accrue interest at the lesser of (a) one and one-half percent (1 1/2%) per month, or (b) the maximum rate permitted by applicable law, in each case, from the date due until fully paid, plus all expenses of collection.

3.4 Any purchase order issued by Customer is for Customer's convenience only and, notwithstanding B2Gnow's acceptance of the purchase order, will not change or add to the terms and conditions of this Agreement.

3.5 Customer will permit B2Gnow, once per year, to audit Customer's use of the Service, at reasonable times and with reasonable notice, which notice shall be given at least five (5) calendar days in advance, for the purpose of verifying Customer's adherence to the terms and conditions of this Agreement. Any audit requested by B2Gnow will be conducted during Customer's regular business hours, will comply with Customer's normal security procedures, and will not unreasonably interfere with Customer's business operations.

4 WARRANTIES AND DISCLAIMERS

4.1 B2Gnow warrants to Customer that during the term of this Agreement, the System will perform as outlined in the RFP, B2Gnow's Response to the RFP, B2Gnow's product specification documents (user manuals and documentation available online), and this Agreement and Statement of Work. The warranty does not cover any programs that have been altered in any way by any party other than B2Gnow or its authorized subcontractors. B2Gnow is not responsible for problems caused by the operating characteristics, whether themselves out-of-specification or not, of Customer's computer hardware, software, operating systems, or computer systems, the quality of the Customer's Internet connection to the System, nor for problems in the interaction of the System with non-B2Gnow software. If notified in writing by Customer during the warranty period, B2Gnow will, at Customer's sole option, either (i) correct any program errors in the System within a reasonable time, not to exceed seven (7) calendar days; or (ii) accept return of the System and Documentation and refund any unused Fees paid by Customer to B2Gnow under the Agreement.

4.2 B2Gnow warrants to Customer that the Professional Services set forth in the Agreement, including the Investment Proposal or Statement of Work, will be performed in a professional manner, consistent with generally accepted industry standards. The sole and exclusive remedy for a breach of the limited warranty set forth in this Section 4.2 shall be to require B2Gnow to use commercially reasonable efforts to perform the Professional Services as soon as is reasonably practicable, but in no event, later than thirty (30) days from the date Customer notifies B2Gnow of such breach. In the event B2Gnow is unable, after receiving a warranty breach notice under this Section 4.2, to perform the Professional Services to the Customer's reasonable satisfaction within the thirty (30) day period, Customer may terminate the Agreement and withhold payment to or receive a refund or credit from B2Gnow for the value of such

services, in no case to exceed the aggregate amounts paid out to B2Gnow by Customer in the twelve months immediately preceding notification of such claim delivered to B2Gnow by Customer.

4.3 B2Gnow does NOT warrant that the operation of the System and its associated data and/or information will be uninterrupted or error-free. The Customer is responsible for the accuracy and usability of all data that Customer entered into the system, including but not limited to Customer specific reports. CUSTOMER ASSUMES ENTIRE RISK AS IT APPLIES TO THE QUALITY AND PERFORMANCE OF THE DATA AND/OR INFORMATION WHICH IS SUPPLIED AND/OR INPUT INTO THE SYSTEM BY THE CUSTOMER. SHOULD THE SYSTEM AND ITS ASSOCIATED DATA AND/OR INFORMATION PROVE DEFECTIVE DUE TO DATA INPUT BY THE CUSTOMER, THE CUSTOMER (AND NOT B2Gnow) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING REPAIR OR CORRECTION.

4.4 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, OR SATISFACTORY QUALITY REGARDLESS OF WHETHER IMPOSED BY CONTRACT, STATUTE, COURSE OF DEALING, CUSTOM OR USAGE OR OTHERWISE.

5 LIMITATION OF LIABILITY

5.1 Except as set forth in the Indemnification provisions set forth in the RFP, B2Gnow will not be responsible for and will bear no liability for any damages arising from any use of the Service, or any stoppages, slowdowns, performance problems or other problems that are the result of the Internet, the Customer's telecommunications or internet access providers or Customer's computer equipment failures. EXCEPT FOR INTENTIONAL MISCONDUCT OR A VIOLATION OF SECTIONS 6, 7 OR 8 OF THIS AGREEMENT, FOR WHICH THERE ARE NO LIMITS, IN NO EVENT WILL EITHER PARTY BE LIABLE OR OBLIGATED UNDER THIS AGREEMENT FOR NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (A) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO B2Gnow UNDER THE STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE, OR (B) FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICE OR PROFESSIONAL SERVICES, EVEN IF OTHER PARTY HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OR ANY INJURIES SPECIFIED IN THE INDEMNIFICATION PROVISIONS OF THE RFP

6 INDEMNIFICATION

6.1 B2Gnow acknowledges and agrees to abide by the Indemnification provisions set forth in the RFP.

7 PATENT INDEMNIFICATION AND COPYRIGHT

7.1 In addition to Section 6.1 of this Agreement, B2Gnow agrees to indemnify and hold Customer harmless from any final award of costs (including, but not limited to, court costs and reasonable attorneys' fees) and damages against Customer in any action alleging that the Customer's use of the System infringes upon any U.S. patent issued as of the Effective Date or any copyright, provided that (a) Customer promptly notifies B2Gnow in writing no later than seven (7) days after Customer's notice of any potential claim, (b) Customer permits B2Gnow to defend, compromise or settle the claim; provided, however, that B2Gnow obtains Customer's written consent prior to settling a claim that requires the payment by Customer or other affirmative act; and (c) Customer gives B2Gnow all available information, reasonable assistance, and authority to enable B2Gnow to do so.

7.2 If the System or any portion of the System becomes, or in B2Gnow's opinion is likely to become subject to any claim of infringement, B2Gnow will either, at its sole option, (a) procure for Customer the right to continue exercising its rights under this Agreement with respect to the System; or (b) replace or modify the System to make it non-infringing, or if, neither (a) nor (b) are, in B2Gnow's sole discretion, commercially feasible, terminate the licenses to the System granted under the Agreement and refund any unused Fees paid by Customer to B2Gnow under the Agreement.

8 INSURANCE

8.1 Insurance Coverage. B2Gnow acknowledges and agrees to abide by the Insurance provisions set forth in the RFP. must

9 TRADE SECRETS AND CONFIDENTIAL INFORMATION

9.1 B2Gnow represents and warrants that B2Gnow and its subcontractors are the owner(s) of all Intellectual Property Rights associated with the Service and except as set forth in this Agreement, B2Gnow does not grant any rights to or ownership of the Service to Customer. Customer acknowledges that B2Gnow and its subcontractors retain all right, title and interest in the Service and in all improvements, enhancements, modifications and Derivative Works of the Service including all rights to patent, copyright, trade secret and trademark, regardless of the identity of the creating party.

9.2 Customer agrees that all trademark and intellectual property notices for the Service shall be preserved unmodified. Customer further agrees to take reasonable steps to ensure that unauthorized persons will not have access to any of the Service and that all authorized persons having access will refrain from any disclosure, duplication or reproduction of the Service except to the extent permitted under this Agreement or to the extent required by law or court order.

9.3 Customer agrees not to challenge, directly or indirectly, any right or interest of B2Gnow and its subcontractors in the Service nor the validity or enforceability of B2Gnow's rights under applicable law. Customer agrees not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in, Service or to take any other action which may adversely affect B2Gnow's rights or interest in the Service in any jurisdiction.

9.4 Customer agrees to notify B2Gnow immediately and in writing of all circumstances, of which Customer is aware, surrounding the unauthorized possession or use of the Service by any person or entity. Customer agrees to cooperate as reasonably necessary with B2Gnow, at B2Gnow's expense, in any litigation relating to or arising from such unauthorized possession or use.

9.5 All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to the receiving party or the Confidential Information, including the Kentucky Open Records Act, (b) as appropriate to respond to any summons or subpoena or in connection with any litigation and (c) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. The provisions of this Section 9.5 will survive the termination of this Agreement. The Parties agree that in the event a party breaches its obligations under this Section 9.5, the non-breaching party may (a) immediately terminate this Agreement without further liability; (b) bring an appropriate legal action to enjoin any such breach of this Agreement without the need to obtain a bond or other security; and (c) recover from the breaching party reasonable attorneys' fees and costs in addition to other appropriate relief.

10 TRADEMARKS

10.1 Customer acknowledges B2Gnow's ownership of the trademark "B2Gnow," certain System names, and all related trademarks and service marks, as well as B2Gnow's subcontractors' ownership of their respective trademarks, service marks, and System names, including but not limited to B2Gnow's ownership of the trademarks "B2Gnow" and "B2Gnow Diversity Management System." Except as set forth in the Agreement, Customer further acknowledges that it will acquire no interest in such trademarks and service marks by virtue of this Agreement or the performance by Customer of its duties and obligations under this Agreement. Customer agrees not to use the name "B2Gnow" or any of the System names or marks (or any confusingly similar name or symbol), in whole or in part, as part of Customer's business or trade name.

10.2 B2Gnow acknowledges Customer's ownership of their trademarks/service marks currently in use. Except as set forth in the Agreement, B2Gnow further acknowledges that it will acquire no interest in the Customer's Marks by virtue of this Agreement or the performance by B2Gnow of its duties and obligations under this Agreement. B2Gnow agrees not to use the Customer's Marks (or any confusingly similar name or symbol), for any purpose without the prior written consent of Customer.

10.3 Each party agrees to reasonably cooperate with the other party in permitting the use of its trademarks for marketing and promotional purposes that benefit both parties. Each party must secure written approval to use the other party's trademarks, which approval will not be unreasonably withheld or delayed.

11 EXPORT

11.1 Customer agrees not to, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Service, or any technical information about the System, Documentation or any Deliverable, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States government approval, unless the appropriate export license or approval has been obtained.

12 TERM AND TERMINATION

12.1 The term of assigned license and authorization to use the System shall be five (5) years from execution of this agreement, and is renewable for one additional term of two (2) years upon Customer's future license agreement payments and B2Gnow's approval, except in circumstances detailed in the other provisions of this Section.

12.2 Notwithstanding any provision in this Agreement to the contrary, B2Gnow may, at its sole option, terminate this Agreement at any time after the occurrence of any of the following events:

- a. Customer is declared or acknowledges that it is bankrupt or insolvent or otherwise unable to pay its debts as they become due;
- b. Customer assigns or transfers this Agreement or any of its rights or obligations under this Agreement or any Statement of Work, without B2Gnow's prior written approval.

12.3 Customer may terminate this Agreement or any Statement of Work for any reason at any time by providing B2Gnow with ninety (90) days prior written notice.

12.4 Either party may, at its option, terminate this Agreement for a material breach of the provisions set forth in Sections 1 through 15 by the other party after giving the other party written notice, specifically identifying the breach on which termination is based, and (30) days to cure such breach (except for a breach based upon non-payment of any sums due, for which the breaching party will have

ten (10) days to cure such breach). If the breach is not cured within the appropriate time period, this Agreement will terminate without further action by either party.

12.5 Either party may, at its option, terminate a Investment Proposal or Statement of Work for a material breach of the terms and conditions set forth in that Investment Proposal or Statement of Work by the other party after giving the other party written notice, specifically identifying the breach on which termination is based, and (30) days to cure such breach (except for a breach based upon non-payment of any sums due for which the breaching party will have ten (10) days to cure such breach). If the breach is not cured within the appropriate time period, the Investment Proposal or Statement of Work under which the breach arose will terminate without further action by either party. The termination of one Investment Proposal or Statement of Work under this Section 12.4 will not affect the terms and conditions of any other Investment Proposal or Statement of Work.

12.6 Upon termination of this Agreement or an Investment Proposal or Statement of Work, Customer will (a) have thirty (30) days to pay B2Gnow all undisputed outstanding fees, charges, payment and expenses then due under this Agreement or Statement of Work, (b) discontinue all use of the applicable System and Documentation, (c) immediately delete the applicable System and Documentation and all copies in any form, including, but not limited to, any back-up or archival copies, from its system files and storage media, and (d) will return to B2Gnow within thirty (30) days or destroy all copies of the System and Documentation; and any support or maintenance obligation relating to the applicable System will immediately terminate. At B2Gnow's request, Customer will verify in writing to B2Gnow that the actions set forth in (b), (c), and (d) above have been taken. At no time will Customer be required to discontinue all use of, delete, or destroy the System or any back-up, or archival copies without first extracting proprietary Customer Data.

12.7 Termination of this Agreement will not relieve Customer from any obligation to pay B2Gnow any amount that has accrued or become payable prior to the termination date.

12.8 The provisions of Sections 5, 6, 7, 9.4 and 9.5 will survive the termination of this Agreement, as will the continuing obligations of the parties under this Section 12.

13 CUSTOMER RESPONSIBILITIES

13.1 Customer is responsible for all activity occurring under Customer accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify B2Gnow immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to B2Gnow immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another B2Gnow user or provide false identity information to gain access to or use the Service.

14 ACCOUNT INFORMATION AND DATA

14.1 B2Gnow does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and B2Gnow shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach), B2Gnow will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests at the time of termination.

15 GENERAL PROVISIONS

15.1 This Agreement does not create any relationship of association, employment, partnership, joint venture or agency between the parties. Neither party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.

15.2 This Agreement and all documents incorporated into this agreement by reference constitute the entire agreement and understanding between the parties with respect to the subject matter in this Agreement. The Agreement merges all previous discussions and negotiations between the parties and the Agreement supersedes and replaces any and every other agreement, which may have existed between B2Gnow and Customer with respect to the contents of this Agreement.

15.3 Except to the extent and in the manner specified in the Agreement, any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party and, if required, the approval of the Customer's Board Members.

15.4 The failure of either party to exercise any right granted under this Agreement, or to require the performance by the other party of any provision of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

15.5 Neither Party may sell, assign nor transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which shall not be withheld unreasonably. 14.6 The parties agree that no person or entity who is not a party to the Agreement will be deemed to be a third-party beneficiary or entitled to any rights under this Agreement.

15.7 All notices provided for or which may be given in connection with the Agreement shall be in writing and shall be delivered in person, by a nationally recognized overnight courier service, by facsimile (with electronic confirmation to sender) or by registered or certified mail with postage prepaid and return receipt requested.

If to B2GNow: AskReply, Inc
725 West McDowell Road
Phoenix, AZ 85007
Attn: Frank Begalke

If to Customer: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Attn: Director of Procurement
AND
Attn: Chief Information Officer

or to such other address as either party, by like notice, shall designate. Such notices, if sent by United States mail, shall be deemed to have been given upon three (3) business days after being deposited in the United States mail. Such notices, if sent by facsimile (with electronic confirmation to sender) or nationally recognized overnight courier service, shall be deemed to have been given one (1) day after being sent. Such notices, if delivered in person, shall be deemed to have been given upon receipt by the other party.

15.8 If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it is determined to be illegal, invalid or unenforceable under such law be deemed null and void, but the Agreement will otherwise remain in full force and effect. Furthermore, it is the intention of the parties that in lieu of such illegal, invalid, or unenforceable provision, there automatically be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to be legal, valid, and enforceable.

15.9 In the event a dispute arises under this Agreement, the prevailing party will be entitled to all reasonable costs and expenses incurred by it in connection with such dispute (including, without limitation, all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

15.10 B2Gnow acknowledges and agrees that Customer is a governmental entity, and that this Agreement, the subject matter governed by this Agreement, including the data stored and maintained in the System, are subject to public disclosure laws.

15.11 Any disputes or proceedings related or arising out of this Agreement will be governed by and construed in accordance with the substantive laws of the Commonwealth of Kentucky, without giving effect to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods is expressly disclaimed. The sole and official language of this Agreement is English. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, that cannot be settled by negotiation between the parties shall be referred on an exclusive basis to a sole arbitrator selected by the parties and shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. The place of arbitration of any controversy shall be Fayette County, Kentucky. Each party shall bear its own costs in connection with the arbitration; the cost of the arbitrator and the administration of the arbitration shall be borne in accordance with the directive of the arbitral award.

15.12 This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax will be sufficient to bind the parties to the terms and conditions of this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LFUCG

B2Gnow/AskReply, Inc.

Signature:

Jim Gray
JUN 21 2018

Signature:

Frank Begalke

Date:

Jim Gray

Date:

5/16/18

Print Name:

Print Name: Frank Begalke

Title:

Mayor

Title: Chief Operating Officer

Address:

*200 E. Main St.
Lexington KY
40507*

Address: B2Gnow/AskReply, Inc.

725 West McDowell Road

Phoenix, Arizona 85007

Telephone:

Telephone: 602-325-9277

Fax:

Fax: 866-892-2913

Exhibit A

B2Gnow Proposal/RFP Response.pdf

Exhibit B

Lexington-Fayette Urban County Government RFP #54-2017
Supplier Diversity Tracking Management System

Exhibit A

LEXINGTON-FAYETTE COUNTY GOVERNMENT

B2GNOW

RFP #54-2017:

Supplier Diversity Tracking Management System

January 8, 2018



Contact Person:
Frank Begalke
 B2Gnow/AskReply, Inc.
 Office: (602) 325-9277
 Mobile: (602) 999-8608
 Email: feb@b2gnow.com



January 8, 2018

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

Re: RFP #54-2017

Dear Mr. Slatin:

Lexington-Fayette Urban County Government's effort to implement a web-based Supplier Diversity Tracking Management System is to be commended. For a public agency such as LFUCG to be an active participant in a supplier diversity program takes a great deal of effort, political capital and commitment, and your vendor community will benefit. B2Gnow submits the following consideration for the Supplier Diversity Tracking Management System Request for RFP.

Our team is proposing a Software-as-a-Service (SaaS) solution using B2Gnow, *the most comprehensive and widely implemented Diversity Management solution in the government sector*. B2Gnow is a hosted, low-cost, turn-key solution that provides substantial efficiencies and immediate return on investment.

Our software provides an enterprise system – it will support thousands of concurrent users submitting compliance data, contract payments, M/WBE participation, setting goals and registering online; it will send out thousands of email and fax notifications a day, and track the actions of every user for audit purposes. The system is designed to maximize vendor participation, emphasize vendor responsibility and accountability, and reduce staff time required to enter and manage data. At the same time, it generates required reports to minimize staff effort to compile the data. The functionality of our software and the flexibility of our platform are unmatched by any other package available.

Our team understands the scope of work and is proposing a solution that is innovative, forward-thinking and cost-effective. Our established hosted solution will provide the following benefits to your organization:

- B2Gnow meets all requirements “out-of-the-box” with simple configuration;
- Proven technology that has been qualified by a wide range of clients in the government sector;
- Proven implementation methodology guarantees completion within the required timeline;
- A technologically advanced system, incorporating the latest tools and industry standards;
- Proven integration experience with dozens of 3rd-party financial and data systems;
- Provides real-time connectivity with recognized certified directories;
- A team of well-qualified experts that have worked together on previous projects;
- Over 18 years' experience providing contract compliance solutions to large organizations;
- No hardware or software to procure and maintain.

Our extensive experience providing solutions to counties and similar organizations across the country, including Allegheny County, Bexar County, City & County of Denver, Cook County, Cuyahoga County, Dallas County, Fulton County, Harris County, Hennepin County, Hillsborough County, Howard County, Leon County, Louisville/Jefferson County Metro Government, Miami-Dade County, Milwaukee County,

Onondaga County, Richland County, Shelby County, and Travis County, has allowed us to enhance and fine-tune our software to best serve an organization like LFUCG.

B2Gnow is continually listening closely to our customers and potential customers. We regularly attend industry conferences and training sessions to ensure that our team is knowledgeable on the latest trends and requirements, our CEO serves on the Board of the American Contract Compliance Association, and our staff have earned industry compliance credentials. *We also employ more people with industry experience than other firms have on their entire teams.*

More than 200 organizations have implemented B2Gnow. Two dozen of these implementations were to replace failed systems, restoring the vendor community's confidence in their compliance and certification programs. Our modular pricing structure is cost-effective and unique, allowing you to purchase only the functionality your organization requires. B2Gnow also *grows with you*, accommodating the changing needs of your program over time with the ability to add or remove modules if/when necessary.

We invite your careful review of our proposal and encourage you to contact our references. We hope you will conclude, as we have, that a partnership between LFUCG and B2Gnow on this important initiative represents the best value to your organization.

Sincerely,

A handwritten signature in black ink that reads "Frank Begalke". The signature is written in a cursive, flowing style.

Frank Begalke
Chief Operating Officer
AskReply, Inc. / dba B2Gnow
feb@b2gnow.com
Office: (602) 325-9277
Mobile: (602) 999-8608

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EXECUTIVE SUMMARY

B2Gnow is qualified to provide the three key elements to assure project success – the right team, proven software and a sound project plan.

Lexington-Fayette Urban County Government is best served by selecting a partner who shares a commitment to diversity programs and has the necessary experience and financial strength to succeed. The B2Gnow team offers this and more. B2Gnow has assisted large cities, counties, and many types of public agencies in implementing diversity management systems, including connectivity to ensure exchange of information with existing data systems.

PLAN HIGHLIGHTS

Our team is proposing a Software-as-a-Service (SaaS) solution using B2Gnow software in a hosted environment. This platform will provide LFUCG with a system that streamlines current processes, while providing a sound technology foundation for future evolution.

Project objectives include:

- Providing a robust and flexible Diversity Management System using B2Gnow software in the key functional areas of vendor management, contract compliance, vendor registration, certified payroll/labor compliance, and workforce tracking.
- LFUCG will be provided with a customized portal for staff and vendor access.
- The B2Gnow team will devote special attention to the human aspects essential to project success, including user training, technical knowledge transfer and other change management activities.
- The B2Gnow system will be in place for the term of the contract, with extensions available at LFUCG selection.
- B2Gnow will work with LFUCG's project leaders and stakeholders to adjust the project plan as necessary to fully satisfy all needs.

B2Gnow – PROVEN PROJECT PARTNER

What uniquely qualifies a firm to manage a web-based diversity management system for LFUCG? What sets one highly qualified firm apart from another? In a word, confidence – the confidence that the team you select as your partner has:

- A proven product that is both real-world tested and reliable, sufficiently robust to meet your functional requirements, and compliant with your technical requirements
- Implementation and integration experience with enterprise-wide financial and ERP systems, including PeopleSoft, SAP, Oracle, Primavera, Lawson and other legacy systems
- Knowledge of your environment and a commitment to your success
- A strong background with, and commitment to, federal, state and local governments
- Financial strength
- 18 years of experience providing software to the government sector
- Solid project management expertise
- A system that meets or exceeds all listed functional requirements without the need for customization

We understand that in order to become your software partner of choice, we must first win your confidence. More than any other Proposer, the B2Gnow team meets each of the partnership requirements noted above.

We recognize that in order to achieve success in this project, your selected partner must understand government, technology, and project and risk management, as well as possess a strong interest in the success of the system. We meet each criterion.

When the proposed schedule of this project is combined with the simplicity of our solution, many of the detailed project management tasks are not necessary. In all of our implementations, we have never exceeded budget, always completed the project within the proposed schedule, and delivered more functionality than required.

DESCRIPTION OF COMPANY

- Name of Firm: **AskReply, Inc. DBA B2Gnow**
- Mailing Address: **3225 N. Central Avenue, Suite 120, Phoenix, AZ 85012**
- Phone: **(602) 325-9277**
- General Email: **info@B2Gnow.com**
- Business Organization: **Corporation (private) incorporated in Arizona**
- Certifications: **SBE/SBC (SCTRCA, Tennessee, Arizona DOT)**
- Number of Years in Business: **18 years, founded in 1999**
- Specialization: **Diversity management software, systems integration, ERP integration, software training, software implementation**
- Mission Statement: **To maintain our position as the leading Diversity Management Solution in the public sector**
- Total staff: **57 located in Texas, Arizona, Colorado, New York & Virginia**
- Current and Pending Litigation: **B2Gnow has no prior judgments, pending lawsuits, or unresolved disputes**
- Contracts cancelled: **None**
- Financial Strength: **B2Gnow has been profitable since 2006, has zero debt, and maintains significant cash reserves**

B2Gnow was established in 1999 to facilitate governments' procurement processes in a seamless digital environment. Extensive advice and feedback from government buyers and vendors created B2Gnow's vision. In 2002, a stand-alone Diversity Management System was developed from the existing technology in response to public sector requests. The system was built to replicate traditional government processes, but without the burden of paper. As a result, diversity managers can experience productivity gains almost immediately, with little adjustment effort. The B2Gnow system is characterized by:

- Comprehensive diversity management and procurement functionality that satisfies all of LFUCG's requirements;
- Software designed and built specifically for government (not a B2B-based platform);

- An architecture that supports robust, scalable operations, including clustered and mirrored databases, separate archival and reporting services, and redundant web and application servers for web pages, XML transactions, catalogs and notifications. All contract, vendor and certification information will be consolidated into a single database, providing detailed, real-time reporting;
- Highly customizable and configurable architecture allowing for rapid deployment of a system exactly tailored to LFUCG's specifications;
- Ease of integration with other enterprise applications, such as financials, inventory/asset management, human resources and data warehouses;
- All system development and programming done in the United States, by full-time staff employed by the company;
- 100% web-enabled and accessible through an Internet browser. There is no "desktop footprint" and no software downloads are necessary;
- A distributed, multi-tier system with fail-over redundancy that has provided 99.9% uptime performance since its launch in June 2001.
- B2Gnow software has already proven its value in real-world, government environments, including health systems, universities and community colleges. Its modular design permits customers to use and pay for only those functions that are relevant.

LCPTRACKER

- Subcontractor
- Certified payroll/labor compliance software



LCPtracker is an off-the-shelf, SaaS software package ready to be used immediately to receive, check, track, and report on Certified Payroll Reports.

LCPtracker provides the administrator the ability to define projects and assign Prime Contractors. The system is designed so the Prime Contractor defines the subcontractors and the subcontractors define the third-tier subs, as required.

Weekly, contractors submit their payroll information online. LCPtracker checks the submitted data against the State data (such as Tennessee), local data for cities and counties, or Davis Bacon wage data applicable to the project. The contractor is notified of any discrepancies. After checking for issues, the contractor can submit the CPR electronically. After submittal, a CPR can be revised by the contractor through a formal revision process that maintains a full audit trail.

Once submitted, the CPR is available to the administrator and the administrator can check for suspected violations that the computer has identified. They can also check the status of submitted CPRs and related documents. Many reports are provided and others can be developed, as required.

LCPtracker provides the following key functions:

- Electronic collection of Labor Compliance Data
- Access by contractors and subcontractors from any location via the Internet. LCPtracker is a hosted application that is available anywhere using the Internet.
- Import and export data files from contractors' existing accounting systems. A method for importing data is defined and in use. Users of Quick Books, Construction Partner, Timberline,

and others can purchase an interface from a third-party vendor. Additionally, a direct payroll interface is available for any other accounting system using their own export files.

- Storage and maintenance of prevailing wage rates. LCPtracker stores the prevailing wage rates. It provides tools for the client to maintain the data, and LCPtracker, Inc. provides a service, if desired, to maintain the data.
- LCPtracker currently provides a wide range of e-alerts. The ability to calculate restitution is inherent to LCPtracker, but a specific module may need to be developed based upon unique requirements.
- Secure electronic signatures of personnel authorized to affirm the accuracy of certified payrolls. LCPtracker conforms to Electronic Signature standards.
- Password-protected registration and access with varying rights. LCPtracker currently has the following access levels defined: Administrator (both full and restricted options), Project Manager, and Contractor.
- Reproduce hard copies of certified payroll reports, Section 3 reports, Minority and Women Business Enterprise reports, and specified semi-annual, annual, and other socioeconomic reports. Any data in LCPtracker can be reported. Many existing reports are available.

OUR TEAM MEETS OR EXCEEDS THE QUALIFICATIONS

B2Gnow's qualifications to be LFUCG's partner are unmatched:

Diversity compliance is our specialty:

- Founded in 1999 to provide diversity solutions
- Unmatched expertise in compliance regulations

Proven solution:

- Software on the market and in continuous operation for 18 years
- Ability to handle thousands of concurrent users
- Over 500,000 vendor accounts in the system

Most comprehensive functionality available:

- 100% web-based
- 21 integrated modules available to meet your current and future needs
- Modules can be implemented in any combination, as needed

Unmatched customer base:

- Counties, Cities, States, Departments of Transportation, Transits, Airports, Housing Authorities, Health Systems, College Districts & more
- Over 200 clients across the country

World-class technology:

- Fully redundant hosted solution – we manage all technology for you
- Guaranteed availability of 99.9%
- Industry-leading security and data protection

Integration expertise:

- Experience implementing and maintaining over 100 interfaces with multiple external systems

Proven implementation team:

- Dedicated project managers, each with more than 30 implementations of experience
- Over 5 years in average team experience
- Standard implementation methodology refined over 190+ implementations
- Standard integration and data import process and guides

Cost-effective:

- Our hosted solution offered at a fraction of the cost of installed solutions
- Modular solution – pay for only what you use and need

SOLUTION AND SERVICE DIFFERENTIATORS

B2Gnow has closely listened to its customers and potential customers. We regularly attend industry conferences and training sessions to ensure that our team is knowledgeable on the latest trends and methods in the industry. Most importantly, we believe that the following elements of our solution and service will be key differentiators when compared to other solutions you are evaluating.

- We have extensive experience successfully implementing governments of many different types and sizes, including agencies comparable in size to LFUCG.
- We have successfully interfaced with over 100 third-party systems in past implementations.
- The system is designed to maximize vendor participation and reduce staff time required to enter and manage data.
- We maintain the most advanced technology infrastructure and security in the market, with 24/7/365 systems monitoring, better than 99.9% availability, system redundancy, and full disaster recovery plans in place. We meet or exceed the requirements of the most stringent governments.
- Our staff includes a team of experts, each with extensive experience managing diversity management system implementations. We are not a small home-based business that lacks sufficient resources to manage multiple projects.
- B2Gnow is the most comprehensive diversity management system available. No other system offers comprehensive modules for vendor management, contract compliance, certification management, prevailing wage/labor compliance, concession management, bid tracking, goal setting, support tracking, outreach management, insurance management, and payment analysis.
- Our pricing structure is cost-effective and unique. Our modular unit pricing allows you to purchase only one module to start and add additional modules as your program expands.
- *All B2Gnow systems implemented by our customers remain in use*, and we are very proud of our 100% project success rate. Our experience is unsurpassed in the industry.

Capabilities	B2Gnow	Others
Baseline vendor management and compliance functionality	✓	✓
Most comprehensive functionality available	✓	
Designed and built specifically for large organizations	✓	
Implemented at more organizations than any other system (200+)	✓	
Extensive supplier diversity subject matter expertise, including local, state, and federal regulations and policies	✓	
Proven technology infrastructure with guaranteed availability of > 99.9%	✓	
Enterprise-scale solution capable of supporting thousands of concurrent users	✓	
Extensive experience integrating with third-party financial, procurement, and ERP systems	✓	
Connection to external certified directories	✓	
Unmatched expertise in federal (DBE) and local compliance regulations including partnerships with federal agencies and industry trade groups	✓	
Full-time support team ready to provide staff and vendor technical support during all business hours	✓	
Dedicated project manager and implementation team to guarantee every implementation is on-time and on-budget	✓	
Almost every organization who has implemented the B2Gnow diversity management solution remains a customer (99% client retention rate)	✓	
Weekly training classes and annual user conference for both staff and vendors to maximize system knowledge and efficiency	✓	
Extensive reporting tools and capabilities, including 400+ standard reports, ad-hoc reporting, and the ability to export all organizational data	✓	
Highly configurable eliminating the need for costly software customizations	✓	

VALUE ADDED SERVICES

Robust, flexible B2Gnow Diversity Management software, coupled with our proven implementation services, delivers a solution that will meet LFUCG's requirements out-of-the-box.

B2Gnow is focused exclusively on providing Diversity Management Software – it is all we do. B2Gnow has built the most comprehensive and widely used Diversity Management System available in the government sector. Our system includes “best-of-breed” modules that will meet the majority of the functional requirements out-of-the-box.

Our proposed service is the B2Gnow Diversity Management System in a hosted SaaS environment. Implemented by B2Gnow, the solution will provide an enterprise-wide diversity management system for LFUCG. The proposed system meets all requirements outlined in the requirements document. Although B2Gnow is an out-of-the-box solution designed specifically for government compliance needs, it is highly configurable to meet the unique needs of LFUCG without time-consuming and expensive customization. LFUCG may also choose additional modules based on evolving program needs.

B2Gnow's proposal for LFUCG includes the following modules:

- Baseline System (includes Vendor Management)
 - Contract Compliance
 - EEO/AAP
 - Certified Payroll / Labor Compliance
- } *Included in proposal*

Additional modules are available to support LFUCGs evolving program:

- Workforce Utilization
 - Spend Analysis
 - Outreach & Event Management
 - Goal Setting
 - Utilization Plans
 - Bid Tracking
 - Insurance Management
 - Online Application
 - Certification Management
- } *Additional modules offered*

Clients can add additional modules and functionality as needed to meet changing requirements. Our highly experienced staff are also available to assist in program reviews to share what we've learned working with over 200 diversity programs across the country.

VENDOR MANAGEMENT MODULE / BASELINE SYSTEM OVERVIEW

- **Staff management:** Staff will have password-protected access to their own accounts. They will be able to manage their own accounts, including contact information and settings, and will be able to add new staff accounts as necessary. Primary types of users include Diversity Users and Buyers/Project Managers. Diversity Users have access to all diversity functions and can edit contracts and audit data (with authorization). Buyers/Project Managers have access to contract management functions and can edit contracts, but cannot edit audit data. All users can run reports, though certain reports are available to each user type. Roles will be set up to accommodate certain types of users (Administrator, Standard, Limited, Contract Administrator,

Clerk, etc.). Initially, user access will be wide-ranging, and LFUCG can further restrict access over time as it gains familiarity with user functions and requirements.

- **Vendor management:** Staff will be able to manage vendor accounts, including adding and editing information related to vendors (subcontractors and suppliers).
- **Vendor accounts:** Vendors will have password-protected access to their own accounts. They will also be able to set up multiple users.
- **Vendor registration:** Staff will be able to add vendors.
- **Economic Development Tracking:** Staff will be able track targeted industry firms, firms interested in International trade, and other economic development programs.
- **Search:** Staff will have full search capabilities (i.e. searching for vendors by owner name, contract name, certification, DBEs, MBEs, WBEs, SBEs, ethnicity, gender, keyword, etc.).
- **Reporting:** Staff will be able to run reports at any time.
- **Messaging:** Users will be able to create and send messages to each other. A copy of the message is emailed and/or faxed to recipients based upon their account settings. The presence of file attachments is indicated in the email/fax notification, but attachments are not sent out to the email/fax recipient.
- **Help & support:** Users will have access to online help and the Forums/Knowledge Base.
- **Connectivity/interfacing:** System has an interface ability to exchange data with existing and future systems.
 - Financial system – contracts, POs, payments, vendors
 - Contract management system – contracts, payments
 - Certified directory – external directories of certified firms (UCP, etc.)
- **File attachments:** Enable any set of approved file types to be attached to transactions and documents. The system will track downloading and viewing of files by any user.
- **Spell checking:** One-pass spell checking of all forms with customizable dictionary.
- **Commodity codes:** Supports multiple commodity code types simultaneously (NIGP, NAICS, etc.). Search, browse and edit commodity codes, then assign them to transactions and records.
- **System portal & content:**
 - System portal will be configured to reflect the organization's programs and policies
 - Customizable page layout and database data fields
 - Conforms to organization's current web site
- **Security:** The system provides maximum security, including detailed user and transaction audit trails, password-protected account for every user, 256-bit SSL encryption, 100% web-based and no cookies.
- **Template management:** Staff will be able to use and manage standard transaction templates.
- **Communications log:** Track all email, fax, letter and phone communications.

CONTRACT COMPLIANCE MODULE OVERVIEW

- **Contract management:** Staff will be able to add, manage and close out contracts. Staff will be able to manage each contract and add new contracts as needed. A contract may include multiple second tier certified and non-certified subcontractors. A variety of tools are available, including subcontractor lists, extensions, suspensions, cancellations, change orders, closeout and deletion.
 - **Subcontractor list:** Staff will be able to add multiple subcontractors to a contract. Up to 10 tiers of subcontractors are supported.
 - **Contract types:** LFUCG will designate the types of contracts to track, including construction, professional services, supply services, etc.

- **Change orders/amendments:** When change orders or contract amendments impact goals, the system will automatically re-calculate the new goals based upon original and new data.
- **Notifications:** Contract officers can generate hard copy/email/fax notices for *contract award*, *not meeting goal*, *contract close*, and other related contract events.
- **Contract closeout:** At the end of a contract, staff will be able to rate a prime contractor relative to their diversity goal, verify any subcontractor retainage, and set the contract as closed.
- **Contract compliance:** The system will automatically audit active contracts monthly or quarterly.
 - All active prime contractors will be notified by email and/or fax to log in to their accounts and provide/confirm payment information for subcontractors. Each contract shall have configurable settings regarding the circumstances and timing of audits.
 - If a payment is rejected, a discrepancy is created and prime and subcontractor are immediately notified of the need to resolve the issue.
 - Staff will have access to all audits, will be able to enter data on behalf of the vendors, and can edit any existing data at any time.
 - Vendors will be able to enter and edit data for a set period of time, after which they will contact their contract compliance officer for an extension.
 - The system will track the payment histories, including submitting user, date/time and comments. As an audit record is modified, previous submissions will be archived for future reference. This historical information is available upon LFUCG's request.

EEO/AAP MODULE OVERVIEW

- **Online vendor registration:** This module facilitates online submission of EEO/AAP forms to support the process by which vendors provide information to you.
 - Each form is configurable based on the questions you want to ask and supports a variety of formats for question types, sections within a questionnaire, and required documentation that must be attached electronically by the vendor.
- **EEO/AAP acceptance:** Submissions can be auto-accepted or require review by staff before being accepted.
- **Configurable forms:** The forms are configured specifically to the organization's needs to capture relevant data. Questions can be configured as radio buttons, drop down lists, text fields, dates, or documents. Questions can be required or optional.
- **Automated renewal process:** On a set timeframe (i.e. annually), configurable to your needs, the system will automatically notify registered firms to access their account and submit an updated form. Firms can also submit profile updates at any time to maintain the accuracy of their information.
- **Public registry:** A searchable list of approved firms can be made available for public access. This includes the option of an Excel download.

CERTIFIED PAYROLL / LABOR COMPLIANCE

This module allows contractors to electronically submit payroll data for validation against applicable prevailing wage rates and other labor validations for the contract.

- Contractors submit and certify online prevailing wage reports.
- Contractors can upload certified payroll data from their accounting system, utilize a standard spreadsheet template, or enter directly into a webform.
- Track workforce utilization and generate internal and public reports.

- Comply with federal Davis-Bacon, state, and local wage rates and rules.
- Reporting and tracking of EEO, residency, and apprentice requirements.
- Embedded in all of these modules are several advanced user management functions such as linked accounts in order to facilitate system-wide management for staff in the governing organization.

SYSTEM ACCESS FOR USERS IS 24/7

B2Gnow is a 100% web-based system with guaranteed availability of at least 99.9%. As a result, the system is available 24/7 from anywhere with Internet access. Use of the B2Gnow system does not require any downloads, plug-ins, or cookies for LFUCG staff and contractors/vendors to access.

DATA OWNERSHIP AND RETENTION

LFUCG retains complete ownership rights to all data added to the system by their staff or vendors whether through manual entry or data interfaces. B2Gnow maintains no rights to LFUCG's data and will only disclose or release data upon explicit instruction from approved LFUCG staff.

LFUCG data will remain in the system for the duration of our engagement or until B2Gnow is instructed to archive or delete historic data. B2Gnow will comply with any data retention, deletion, or archive requirements that LFUCG is subject to. LFUCG can export its data from the B2Gnow system at anytime without assistance from B2Gnow staff. Furthermore, at the end of our engagement B2Gnow will provide LFUCG with a complete electronic copy of all its system data.

All LFUCG data (primary and backup) will remain, at all times during transmission and storage, within the continental United States. All access points to LFUCG Data shall be from within the continental United States.

DOCUMENTATION

Documentation for users will be provided in multiple formats, including an online help system, printable user manuals, quick guides, and videos. The content in the documentation is updated for any configuration changes, and is available to LFUCG for its own publication. Additionally, online video help is available for both staff and vendors.

HOSTING, SYSTEM BACK-UP AND DISASTER RECOVERY

As a hosted SaaS solution B2Gnow guarantees availability of 99.9%. We have always exceeded this guarantee and typically operate above 99.99%. B2Gnow maintains redundancy at every level of our architecture. We utilize multiple co-location facilities (each with redundant power, HVAC, & bandwidth), load balancers, redundant servers & devices at each node, database mirroring, and disk-disk-tape backup.

B2Gnow utilizes 3rd-party services to monitor system available from multiple locations around the country every five minutes. If the system experiences an outage, B2Gnow system administrators and senior management are notified immediately.

B2Gnow's backup procedure has been designed to guarantee that no more than 4 hours of data would be lost due to a complete system failure, which has never occurred in the system's history. If a primary database server should fail, the system will automatically direct traffic to the redundant server. If both servers fail, the production database is backed up on disk to a separate server every four hours.

In the case of catastrophic system failure, we maintain a disaster recovery environment available for rapid switchover and at least three additional training, testing, and development environments with full functionality that could be utilized at any time. We execute our transition plan quarterly to ensure all elements are operational. LFUCG's system will be covered by this plan and B2Gnow will provide the results of hot site tests upon written request.

We have included a B2Gnow Technology & Security Overview document in Appendix A for your review and welcome any additional technical questions you may have.

SECURITY CAPABILITIES

B2Gnow has implemented industry-standards for security access control including user specific logins, complex passwords, password expiration, concurrent logins (not permitted), and the ability to restrict or permit access based on IP range.

B2Gnow protects against unauthorized data access on several levels. Each individual accessing the system is required to have a unique login and password. The system enforces complex password requirements and does not permit concurrent logins. The system incorporates a triple-tier firewall architecture and is monitored 24/7, both internally and by 3rd-party firms, for intrusion detection and unauthorized access.

B2Gnow has never experienced unauthorized access to the system or data during our entire history.

SYSTEM MONITORING

B2Gnow utilizes three 3rd-party services (24x7, Alertra, & Pingdom) to monitor system availability and performance from cities across the country. In addition to immediately alerting our staff to system issues, these services track B2Gnow system availability.

REPORTING ENVIRONMENT OVERVIEW

B2Gnow includes over 400 standard reports that have been designed in collaboration with our customers. Standard reports are included for all modules including Contract Compliance, EEO/AAP, Vendor Management, Certified Payroll/Labor Compliance, and system auditing. Most standard reports can be run in several formats – to screen, PDF, Excel, Word, and CSV.

B2Gnow vendor and contract search functions allow for powerful data extracts. Users can perform a search using relevant field selection and while reviewing the search results they can chose to “Export”. This allows the user to select what fields they want to export and then export the search results to CSV/Excel.

B2Gnow also provides staff users with true Ad Hoc reporting using Microsoft Reporting Services. This powerful tool allows LFUCG staff to create their own reports and save them for future use. B2Gnow offers training and support on the ad hoc tool to assist LFUCG staff in learning to use the tool. B2Gnow is in the process of rolling out Power BI as a new, easier to use and more powerful ad-hoc tool.

SYSTEM INSTALLATION AND UPDATES

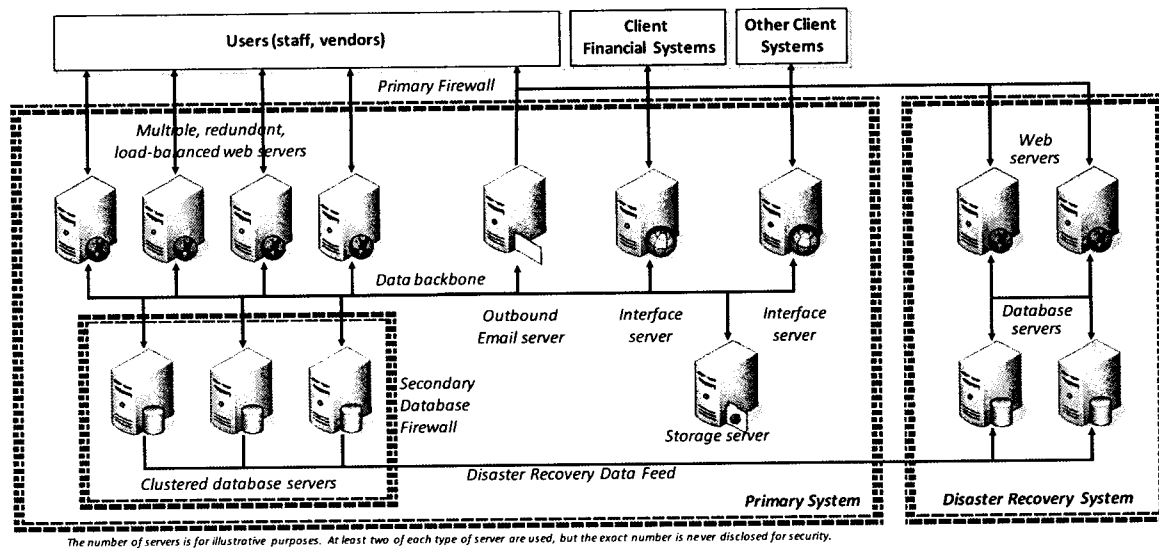
B2Gnow is provided as a hosted SaaS solution and, unlike traditional software, does not require installation. The system is currently being used by customers all over the United States. Adding a new client, like LFUCG, involves creating a new account within the system and configuring the

account to meet the client's needs. This allows us to provide new clients with initial system access in only a few days.

B2Gnow also manages all system updates in a manner that is transparent to the users. Our technical architecture allows B2Gnow system administrators to apply system upgrades with no system downtime.

SYSTEM ARCHITECTURE

B2Gnow manages millions of records while being secure, robust and scalable. Web servers are load-balanced and exchange data with a set of clustered database servers. Important data is stored on a redundant disk array that is regularly backed up. Inbound and outbound data is processed by a set of interface servers that perform all required actions and either save the information to the database, or send it on to the designated customer system. Following is a diagram of the system architecture:



TEST ENVIRONMENT

B2Gnow will provide LFUCG with access to a test environment. The test environment will be available throughout the entire length of our engagement. The test environment will be a replica of production, and will allow staff to test, validate and train in a non-production environment.

During the implementation, B2Gnow will configure each module based on LFUCG's requirements. Your staff will then have the ability to test the configuration and validate that the system meets the requirements. This detailed validation process will guarantee that the go-live of the B2Gnow system will not be disruptive to LFUCG's existing systems and processes.

LFUCG IT REQUIREMENTS

As a hosted SaaS solution, IT requirements for LFUCG are minimal. To access the system, users need only a PC with Internet access. The system does not require any plug-ins or 3rd-party software for user access.

Because B2Gnow is a hosted solution, there is no hardware or software for LFUCG to purchase, install, or maintain. B2Gnow system administrators will manage the entire technology infrastructure.

B2Gnow will work with your IT team during any initial data conversion and to create any interfaces between B2Gnow and existing County systems. Typically, these are defined tasks of the overall project plan and only require IT interaction on a limited basis for a four week period.

TECHNICAL PLATFORM

B2Gnow is a proven SaaS solution with thousands of daily staff and vendor user logins. Our technical infrastructure has been in place since 2001 and is upgraded continually to meet the needs of our expanding customer base. Included in Appendix A is a technology and security overview that details all parts of our infrastructure. We maintain dual or better redundancy at every level of our infrastructure (facility, power, connectivity, firewalls, load balancers, switches, servers, databases, etc.) and adhere to industry best practices. B2Gnow has always exceeded 99.9% availability and has never experienced any loss or breach of data.

B2Gnow's system team continually monitors and assesses system use, performance, and availability. Server capacity (power, memory, storage) is increased to ensure a substantial margin between need and capacity. With over 500,000 users, the system is sized to handle thousands of concurrent users and provide response times below one second for the vast majority of system actions. Hosted on the Amazon AWS platform, the access bandwidth is substantial, which supports high volume and large size file uploads and downloads. The system currently supports online reporting by any large organizations, including New York, Illinois, Washington, and Tennessee with no performance degradation.

INTERFACES

B2Gnow has extensive implementation and integration experience with enterprise-level financial, procurement and data warehouse systems. B2Gnow has successfully interfaced with over 100 external systems during customer implementations.

Interface development is based upon the B2Gnow Data Implementation Process, and is well-documented and tested through dozens of projects. The most efficient method for data exchange is for the information to be provided as a flat file on a secure SFTP server account. Data will be considered verified and ready for export when placed on the SFTP server. All data manipulation, filtering and verification will be performed before being placed on the SFTP server.

SOFTWARE MAINTENANCE AND SUPPORT

B2Gnow will perform all software and system maintenance activities as part of the scope of services for this contract. Such activities include, but are not limited to, server management, software patches, software upgrades, software fixes, system enhancements, system releases, deployment and configuration of the latest features, performance improvements, and other activities related to assuring the availability and performance of the system. All standard enhancements and upgrades related to the functionality deployed and configured for the system will be provided to LFUCG as part of the annual service fee.

TECHNICAL SUPPORT SERVICES

As a hosted solution, your annual service fee is comprehensive. In addition to guaranteed system access, availability and software updates, B2Gnow provides unlimited technical problem-solving support. Support is provided by phone, email and online to staff. For vendors, support is provided by

email with a maximum 48 hour response time. Issues, questions and concerns from vendors regarding transactions and other account updates will be directed to the designated staff member.

TRAINING AND ONGOING SUPPORT

B2Gnow's training team will develop a comprehensive training plan that meets all of LFUCG's requirements. As an existing SaaS solution, B2Gnow will leverage our experience training dozens of other large organizations to create an effective training plan for LFUCG. The training plan will be presented to LFUCG for approval before implementation.

B2Gnow staff maintains extensive training materials that have been used in training thousands of users and support multiple methods, including on-site classes, train-the-trainer, webinars, FAQs & Quick Guides, user guides, and videos.

Initial training will be performed onsite for staff with training sessions broken into key functional areas (i.e. contract compliance, bid tracking, etc.). Training will be instructor-led, using "real-life" data and scenarios, and supplemented with complete user manuals and quick guides. All of LFUCG's staff "trainers" can participate in the initial onsite training sessions.

In addition, B2Gnow offers ongoing web-based refresher training and training for new staff members throughout the contract term at no additional fee. Refresher training can be accomplished through our regularly scheduled training webinars, or by arranging one-on-one sessions through support. Onsite follow-up training is also available, but is billable.

Vendors typically require very little, if any, training due to the intuitive nature of the process and detailed online documentation. We can incorporate initial vendor training as part of the on-site or web-based training sessions during implementation. Vendors may also sign-up for regularly scheduled vendor training webinars.

The cost proposal is inclusive of all training costs related to the implementation of the system and ongoing webinar-based standard training. B2Gnow can provide specialized onsite training after implementation at LFUCG's selection; costs are detailed in the Cost Proposal.

SUPPORT SERVICES

As a hosted solution, your annual service fee is comprehensive. In addition to guaranteed system access, availability and software updates, B2Gnow provides unlimited technical problem-solving support. Support is provided by phone, email and online to staff. For vendors, support is provided by email with a maximum 48 hour response time. Issues, questions and concerns from vendors regarding transactions and other account updates will be directed to the designated LFUCG staff member.

TYPES OF SUPPORT

B2Gnow offers comprehensive customer support services to meet our customers' needs. B2Gnow's Customer Support includes multiple support options:

- Online support through the system and email
- Telephone support
- User training webinars
- User manuals and quick-guides

The primary method of contacting Customer Support is through the system. The B2Gnow system has a built in support capture mechanism that collects relevant information and routes it immediately to

the support team, resulting in the fastest response. An integrated Help Desk module identifies the user to support staff and permits the first available team member to review and respond to the query.

Users can ask any type of question; however, queries regarding LFUCG's program received by B2Gnow Customer Support will be assigned to the appropriate LFUCG staff member. Staff users are able to use the Help Desk module to respond to queries, which then maintains a history of all support contact.

A dedicated email address will be configured to collect and log email support queries into the Help Desk module. Once recorded, they are viewed and answered in the same manner.

LFUCG staff can contact support by telephone for priority issues. Vendors are encouraged to contact support through the system or email for fastest response, but B2Gnow support staff are authorized to respond to vendors by phone if necessary to resolve an issue.

B2Gnow offers regular training webinars to all staff and vendor users. Users can register for a class and attend while sitting at their computer. User manuals and quick-guides are provided in PDF format for download and short instructional videos are available to guide users in the completion of system actions.

LEVELS OF TECHNICAL SUPPORT

All users of B2Gnow are provided with the high quality technical support. There are three tiers of support provided based on user type, user experience, and nature of the issue.

- Tier 1: account access and management issues; standard system use
- Tier 2: experienced staff users; advanced system use
- Tier 3: complex situation; most complex system use

Tier 1 support is typically provided to all vendors and newer staff users. Experienced staff may opt-in for automated escalation to the Tier 2 support team. Tier 3 support handles escalations from Tiers 1 and 2. Within each support tier, staff respond to support tickets in the order in which they are received. Support tickets may be escalated to LFUCG staff if the support topic is beyond technical support.

HOURS OF AVAILABILITY

B2Gnow's support department is available during the hours listed below. Times are for standard support; additional hours of support are available on a negotiated case-by-case basis.

Customer Support: 8:00 am to 6:00 pm Eastern Time, Monday through Friday

Technical Support: 8:00 am to 6:00 pm Eastern Time, Monday through Friday

LFUCG will be provided with after-hours contact information for emergency situations.

RESPONSE TIMES & ESCALATION PROTOCOL

Response times for customer and technical support requests are detailed in the B2Gnow Service Level Agreement. This document includes a documented escalation protocol for resolving reporting issues. Please refer to Appendix A for details.

PRIORITY & SEVERITY LEVELS

B2Gnow will diligently work for the prompt resolution of defects and errors in the software, hardware, or connectivity of the B2Gnow Service. System problems can be submitted by phone,

email, or internally within the system (Problem Report, Callback Request, and Administrator Message functions).

The customer is best able to assign a severity level to a problem; however, B2Gnow Technical Support will ask questions to assure the right resources are assigned. When reporting a problem or updating the status of an incident, customers should always call B2Gnow's main support number rather than a particular B2Gnow employee. If a Severity 1 or 2 problem is encountered with the system (e.g. system failure or unavailability), inform the first representative when placing the call in so the problem is be escalated to the correct person as quickly as possible.

B2Gnow will respond to and complete correction of errors, defects and malfunctions, in accordance with its define issue resolution policy, detailed in the Service Level Agreement (Appendix A).

Errors within the system are automatically logged with an email alert sent to the B2Gnow support team. Typically, the support team is aware of an issue before users report it. Team members will proactively monitor the system to analyze user behavior and system response.

IMPLEMENTATION

B2Gnow has a long track record of successfully implementing diversity management systems with large organizations. This experience will be leveraged for LFUCG's project to ensure a project that is finished on time, on budget, and with the committed functionality.

As part of a system implementation and long-term relationship, B2Gnow will provide services to implement and maintain the system so it delivers the required functionality and continues to operate at an optimal level. These services are typically included in our annual service fee, and include:

- Project management
- Configuration of selected modules
- Configuration of public portal and notification templates
- Initial and ongoing user training
- Go-live transition
- Training documentation
- Data import and export interfaces
- Migration of existing data
- Maintenance of technology infrastructure
- Full support for staff users; tier 1 technical support for vendors

IMPLEMENTATION METHODOLOGY

B2Gnow is a proven, turn-key SaaS system that allows for quick implementation and start-up. Being a hosted solution, there is no hardware to be purchased or software to be installed by LFUCG. The system is highly configurable to meet LFUCG's specific program needs without the need for customization.

Over the course of more than 200 successful implementations, B2Gnow has developed and refined a standard implementation methodology. LFUCG will be assigned an experienced project manager who will guide LFUCG through the implementation process. In addition to the software module configuration, B2Gnow utilizes a similar standard methodology for both data migration and third-party system integration.

This standardized approach has proven successful with all of our clients and we guarantee a successful implementation for LFUCG. Highlights of our implementation process include:

- **Kick-off Meeting:** Review scope; establish project plan, timeline and resource list
- **Weekly Project Calls:** To review status and manage the schedule
- **Portal Creation:** LFUCG will participate in a portal configuration exercise that results in a custom system portal that matches the desired look and feel
- **Module Configuration:** Each module has a detailed document that outlines all configuration options and decisions needed. Established configuration guides facilitate faster, more accurate implementations
- **Notification Templates:** LFUCG will review and edit a detailed notification template for B2Gnow to customize system-generated email and letter formats
- **Data Migration:** Utilize standard data migration formats that highlight required and optional fields; standard formats allow easy and accurate data migration

- **Integration:** Follow B2Gnow's established integration guide and data layouts to expedite the process; our technical team will manage the integration process
- **Training:** B2Gnow has standard training courses for each module; training will be customized for City-specific processes and requirements
- **Go-Live:** Detailed checklists utilized to prepare both client and its contractors for a successful "go-live"
- **Project Oversight:** B2Gnow's executive management team provides regular project oversight to guarantee client satisfaction, and is continually accessible throughout the entire contract term

While B2Gnow has developed a standard implementation process with detailed templates and guides, we realize that every customer is unique. The tools we have developed provide a proven methodology, while allowing the project manager to tailor the implementation tools to meet LFUCG's specific needs. This approach allows for a best-of-both-worlds implementation approach.

SOFTWARE FAMILIARIZATION SESSIONS

A familiarization session will be provided to LFUCG supplier diversity staff and anyone closely familiar with relevant internal and external processes so they can visualize how system functionality will meet their needs. The sessions are intended for any staff that will be involved in the project and the goal is to initiate staff consideration of how their procedures will translate to the new system. The following topics will be covered:

- System introduction
- Contract compliance
- EEO/AAP management
- Certified payroll/labor compliance
- Reporting – standard, ad-hoc, search/export

PROCESS ANALYSIS AND INCORPORATION

A significant part of the value B2Gnow's team can bring to LFUCG is the experience we have amassed through the dozens of successful implementations. Our standard project plan includes a review of the organization's current processes. During this stage B2Gnow will suggest process improvements based upon best practices we have witnessed at other organizations. Upon approval by LFUCG, the B2Gnow implementation team will configure the system to support any revised processes. The B2Gnow system is highly configurable and can easily accommodate the organization's specific process needs, especially as they change in the future due to the regulatory and policy environment.

STREAMLINED IMPLEMENTATION

B2Gnow is a proven, turn-key system that allows for quick implementation and start-up. Being a hosted solution, there is no hardware to be purchased or software to be installed by LFUCG. The system is highly configurable to meet LFUCG's specific program needs with standard configuration.

SYSTEM CONFIGURATION

PUBLIC WEB PORTAL

The portal provides for the viewing of all public information, such as supplier onboarding steps, account lookup and password reset functions, and posting of relevant public records. All features are optional and the structure of the portal will be configured in a manner that meets LFUCG's requirements for information disclosure.

B2Gnow will configure the “front end” of the system to best represent LFUCG's web page. The web address of the portal will be selected from domains under B2Gnow’s control, such as diversitycompliance.com, and will be preceded by a label of LFUCG’s choosing, such as “lexingtonky”, for example <https://lexingtonky.diversitycompliance.com/>.

LFUCG can link to the system from any of its web sites. Configuration of the public web portal includes setup of standard notification templates, including user account management configuration, online application notices, registration notices, training notices, and other standard alerts that are part of the baseline system and designated modules.

MODULE CONFIGURATION

The configuration of each B2Gnow module involves the selection of several options on one or more user interface web pages. The settings will be reviewed with LFUCG, and B2Gnow staff will update each setting to best support the organization’s program. Some modules contain a half dozen settings, others contains over one hundred. After the initiation module configuration, and each update afterwards, a copy of the configuration is taken in PDF format for reference purposes.

STANDARD REPORTS

Each B2Gnow module includes dozens of standard reports. From simple lists of vendors and certifications to sophisticated analytics, the standard reports provide LFUCG with dozens of options to analyze and view its data. Reports can be exported to Excel, Word, and PDF format.

AD-HOC REPORTING

B2Gnow’s baseline system includes many “data models” that represent data in the system. Data models compile database records into easy-to-use blocks that do not require advanced programming skills to access. Field names are in plain language and record types connected in logical formats.

Based on the final configuration of the system, B2Gnow will design, create, and publish additional data models to support ad-hoc access to data in LFUCG’s system.

PROJECT SCHEDULE

The project objectives are detailed below in the preliminary schedule – which reflects B2Gnow’s rapid implementation process – while ensuring maximum quality and minimizing project risk. At this stage, we present a proposed weekly schedule based on our understanding of LFUCG’s requirements. It may be possible to shorten the timeline based on availability of LFUCG staff and readiness of data. Upon project initiation, a more detailed daily/weekly schedule will be developed.

Our team places great importance on achieving the set schedule goals of this initiative, and on ensuring that expectations are reasonable and attainable. With close cooperation between LFUCG and B2Gnow, it is possible to have the system launched within weeks, and at full utilization within months. The proposed schedule assumes that all information is ready at the beginning of the project.

We expect the system to be in use within LFUCG's stated preference of six months.

Task	Week																								
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Notice to Proceed	█																								
Project Kick-Off		█																							
Vendor Management Module Configuration			█	█	█	█	█																		
System Portal Configuration																									
Contract Compliance Module Configuration																									
Interface Configuration																									
EEO/AAP Module Configuration																									
Certified Payroll Module Configuration																									
Report Configuration																									
Training																									
Go-Live																									

TESTING

As a system that has been in place for sixteen years since original go-live in June 2001, B2Gnow does not require the extensive implementation testing required of a new or custom built solution. There are currently over 500,000 users, of which tens of thousands access the system on a weekly basis to manage accounts and other related activities. There are no major issues currently with the system.

For this project, the user acceptance testing will focus on the readiness and functionality of the system and each module, and the compliance of the system with the requirements. Testing will be performed initially by the B2Gnow QA team and then by designated LFUCG staff as part of a thorough testing process that the system meets the requirements. Approved scenario scripts will be developed by B2Gnow with LFUCG feedback.

Realistic data is a necessity to ensure the interface and system can correctly accommodate real-life scenarios that are present in the data files.

TRANSITION TO PRODUCTION SYSTEM

Upon successful completion of system testing by LFUCG staff, B2Gnow’s System Administrator will copy the final configuration and initial data loads from the staging environment to the production environment. B2Gnow’s Technical Manager and Project Manager will validate the production implementation and grant access to authorized LFUCG staff.

IMPLEMENTED SYSTEM

GO-LIVE

There are multiple levels of go-live:

- Internal for testing & training
- Internal for core staff production use
- Internal for all staff production use
- Public for all users, including vendors

The three levels of internal go live are structured to steadily expand the use of the system from core staff to all approved LFUCG staff. Public Go Live is when LFUCG vendors begin using the system

to register, update their profiles, and submit spend data. Since the number of vendors is much greater than the number of staff users, it is important that LFUCG be prepared for the process to ensure that questions and issues are resolved in a timely manner.

The Public Go Live level includes several sub-steps:

- **Finalize settings for Go Live** **Responsibility: B2Gnow & LFUCG**
Project meetings are held to confirm system settings. Active records are bulk updated as necessary by B2Gnow to conform to LFUCG defined go-live settings.
- **Draft and distribute go-live announcement** **Responsibility: B2Gnow & LFUCG**
B2Gnow provides samples of go-live announcement to LFUCG. The outreach module is used to send an email/fax blast to all active vendors.
- **Finalize communications & portal** **Responsibility: B2Gnow & LFUCG**
B2Gnow reviews all relevant notification templates and updates as needed. B2Gnow reviews public portal to confirm it is ready for vendor access and login. LFUCG confirms that all links to the portal have been added to the relevant organization web sites.
- **Support Transition** **Responsibility: B2Gnow**
B2Gnow transitions customer support internally from Project Implementation Team to Support Team to accommodate increase in vendor communications.
- **Sign Off** **Responsibility: B2Gnow & LFUCG**
LFUCG and B2Gnow confirm all steps complete and ready for go-live.
- **Go Live** **Responsibility: LFUCG**
LFUCG staff and vendors use system. LFUCG procurement policy and contract language updated to reflect requirement for vendors to use the system (should occur prior to go-live but no later than this point).

POST GO-LIVE

After the conclusion of the implementation phase of the project, a series of post go-live meetings will be held to review the system status and any concerns that have arisen. Issues will be discussed and plans for resolution identified and implemented. The account director will assume full oversight of the relationship and communicate regularly with LFUCG on a range of topics for duration of the contract.

PROJECT MEETINGS & REPORTS

PRE-PROJECT MEETINGS

One or more conference calls with LFUCG's project team will be conducted to make introductions, review the scope of work, discuss and refine functional requirements, review the initial project calendar, and set expectations for the onsite kick-off.

PROJECT KICKOFF

To officially commence the project, a meeting of the B2Gnow and LFUCG's project managers and key staff will be held. The purpose of the meeting will be to finalize the project schedule, reaffirm

the deliverables, review roles and responsibilities, and discuss relevant project processes, including a schedule for weekly status meetings and any other necessary near term meetings. The date of the kickoff meeting shall be the official start date of the implementation.

PROJECT STATUS MEETINGS

B2Gnow's project manager will coordinate weekly project status meetings on a set day and time. Status meetings will include the project managers, key project team members, and Executive Management from B2Gnow and LFUCG. Weekly status meetings will be conducted by conference call.

Other project meetings will be scheduled in advance with all required personnel. Every effort will be made to schedule meetings as far in advance as possible. It is assumed that all required resources will have sufficient availability for the duration of the projects. Limitations on resource availability or cancellation of meetings will have a negative impact on the overall project schedule.

PROJECT NOTIFICATIONS

Notices, requests, announcements, reports, and other communications regarding this project are considered delivered when sent via email, fax, or mail, and are not bounced, failed, or returned. Voicemail is not considered a valid medium for official project correspondence.

PROJECT STATUS REPORTS

B2Gnow will provide weekly project status reports. Tasks assigned to LFUCG will also be included to ensure that staff are knowledgeable about the schedule and data requirements of the project.

Status reports include:

- **Project Status:** Overall project status indicator (green, yellow, red)
- **Target dates (both past and future):** All key project dates and status of each
- **Main activities:** Major accomplishments and events of the past week and planned activities in coming week
- **Issues:** Any problems that required immediate resolution to keep the project on schedule
- **Activities by milestone:** A review of each major milestone and the accomplished sub-steps for each
- **System statistics:** Summary and detailed statistics of the system's operation, including audits, responses, registrations, accounts, contracts and certifications

PROJECT MANAGEMENT TOOLS

Over the course of more than 200 implementations, B2Gnow has developed and refined a proprietary set of implementation tools, templates and documents. These tools will be used throughout the implementation process to guarantee project success.

B2Gnow's implementation library includes:

- Project implementation plan template
- Project status update template
- Portal configuration guide
- System notification templates
- Module configuration guide (for each module)

- Training plan
- Sample system announcements
- Internal and public go-live checklists
- Post go-live checklist

LFUCG PROJECT RESPONSIBILITIES

To ensure an on-time project that delivers on all functional items, LFUCG staff will be expected to actively participate and contribute. One staff member and one IT staff member will be designated as key contacts for process and technical issues. These personnel will be expected to provide timely responses to requests for information and milestone approval to keep the project on-track.

LFUCG will provide a variety of information, including, but not limited to:

- Staff contact information
- Content for the system and notification templates
- Samples of any reports required
- Technical resources to coordinate interfaces
- Samples of any other documents, files, or items that provide an example of information, style, or format necessary to configure, customize, and/or deploy the system.
- Any other information required for the deployment or maintenance of the system for LFUCG 's use.
- Information for each data type shall be delivered together.

TRAINING PROGRAM

B2Gnow will provide training for LFUCG staff and other users of the system, as selected. During training, users are tutored through entire tasks and workflows using their accounts in the actual system. This approach enables a user to understand the system as a whole, rather than gaining only a surface-level, mechanical understanding of the software.

Users are introduced to the system through an initial, hands-on webinar or in-person training session. They complete the training on their own time online, using online tutorials and walkthroughs. An end-user typically can begin submitting transactions and managing processes in less than one day. Advanced users are able to manage tasks of organization and user management within a few days.

DOCUMENTATION

User documentation for users will be provided in multiple formats, including onscreen content, an online help system, and printable user manuals and quick guides. The content in the documentation is updated regularly and is available to LFUCG for its own publication. Additionally, online video help is available for staff.

A sample of system documentation has been provided in Appendix A.

ASSUMPTIONS AND CONSTRAINTS

B2Gnow has provided this response based on the information included in your RFP, answers to questions, and from our knowledge in working with dozens of other similar agencies. Our pricing proposal is based on the requirements included in the RFP. We assume LFUCG has adequate functional and technical resources to support the implementation. This includes technical resources to assist in the integration with your existing systems.

B2Gnow provides a highly modular system making it easy to adapt to any changes to the provided requirements or any new requirements that may arise.

B2Gnow employs a full-time staff of 57 professionals. We have adequate resources to manage a successful implementation at what ever point LFUCG is ready to move forward.

SYSTEM REQUIREMENTS

B2Gnow understands the specifications, qualifications and statement of work as outlined in the requirements document. The B2Gnow system will streamline LFUCG's processes and enhance its ability to collect, manage, analyze and report data specific to LFUCG's diversity programs.

B2Gnow can provide a Compliance Management System that fulfills all requirements, as listed in the requirements document. Detailed responses to LFUCG's requirements have been included below.

SYSTEM REQUIREMENTS

1. Reporting	
The system must have the capability to extract reports based on special classifications, i.e. Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Service Disabled and/or Veteran Owned Business (SD/VSOB) spend by division and/or department. The reports must be customizable in order to meet the needs of LFUCG.	<p>☑ Yes; The B2Gnow system includes over 400 standard reports, including reports that fulfill this requirement. All reports can be exported to Excel, Word, CSV, and other standard formats. In addition to standard reports, the system includes exportable searches, and a powerful Ad Hoc reporting tool. The vast majority (95%+) of our clients do not need any custom reports. However, B2Gnow can produce cost effective custom reports in situations where needed.</p>
LFUCG must be able to extract reports without customization of the software.	<p>☑ Yes; All standard reports are available for LFUCG to view on screen, print, or export in several common formats. Additionally, an ad-hoc reporting tool offers staff the ability to create their own reports without customization of the software.</p>
2. Tracking	
The system must have the capability to track Good Faith Efforts made by all contractors.	<p>☑ Yes; The B2Gnow Contract Compliance Module can track Good Faith Efforts made by contractors, including collection of required documents, reporting of award and payment amounts, and online processing of subcontractor additions, substitutions, and removals.</p>
The system must be able to track payments made by the prime contractors to subcontractors. The system should be able to track by Tier, i.e. Tier I, II, III and etc.	<p>☑ Yes; The B2Gnow Contract Compliance Module supports detailed tracking of payments to subcontractors. Up to 10 tiers are supported, and the system performs all mathematical calculations in real-time.</p>
The Minority Business Enterprise (MBE) Liaison must be able to confirm and/or verify payments made by the prime contractor(s) and payment received by the subcontractor(s) based on the contractor number.	<p>☑ Yes; The B2Gnow Contract Compliance Module can require subcontractors to login and confirm receipt of payments from primes. This allows the MBE Liaison to confirm/verify all payments to subcontractors. Staff have visibility over all contractor actions and data at all times.</p>

3. Goal Setting/Availability	
The system must have the capability to set goals by commodity and/or specialty trade categories and analyze availability of minority and women-owned business enterprises and veteran-owned small businesses based on the project area.	<p>☑ Yes; The B2Gnow Contract Compliance module allows for setting blanket goals (10% MBE/WBE, 3% VBE) on contracts for tracking actual participation versus goal. B2Gnow also offers a contract-specific goal setting module for setting goals based on utilization data and other factors. Optional Goal Setting module pricing has been provided in our cost proposal.</p>
4. Compliance	
The system must be able to accept and track certification documentation submitted by MWBE's, SDVOSB's and/or VOSB's.	<p>☑ Yes; The B2Gnow system has the ability to accept and track certification status and certifications documentation for any certification type recognized by LFUCG. In addition, B2Gnow can provide electronic certification validation from a number of certification directories managed within B2Gnow.</p>
In addition, the system must be able to accept and track Section 3 and HUD funds by project, certified payroll and labor compliance.	<p>☑ Yes; The B2Gnow Contract Compliance module can track both Section 3 and HUD funds by contract for reporting purposes. The Labor Compliance module monitors certified payroll and labor compliance.</p>
5. EEO/Affirmative Action/Workforce Analysis	
The system must have the capability to upload and track EEO data such as workforce analysis forms and Affirmation Action Plans (AAP's) submitted by all contractors. LFUCG wants to have the ability to track the internal workforce by race and/or ethnicity and job categories.	<p>☑ Yes; The B2Gnow EEO/AAP module facilitates collection of EEO and AAP forms. It includes workflow for staff to approve correct submissions or return to the contractor for correction and resubmission. Approved AAPs are listed on an online registry that can be made public if desired by LFUCG.</p> <p>The system also can collect workforce utilization data on a monthly/quarterly basis for active contracts. This optional module is available for implementation at LFUCG's discretion.</p>
6. MWBE/Veteran Directory	
The system must have a database of all businesses certified and non-certified. The database should have a search feature and have the capability to export data into a report or an excel spreadsheet.	<p>☑ Yes; The B2Gnow system includes a comprehensive database of both certified and non-certified businesses. The database includes a comprehensive search function with the ability to generate reports and exports data to Excel or other formats.</p>

7. Registration	
All businesses must register in the system and have the use of a password or code to access the system upon use.	<input checked="" type="checkbox"/> Yes; The system provide an easy process for businesses to register their firms and users, including setting their username and password. There is no limit to the number of users a business can create in the system. Furthermore, data imports from external system can be configured to automatically create accounts for included business, reducing the effort required to access the system and participate in the reporting process.
The selected vendor must be able to assist a business with registration by calling a 1-800 number or by email.	<input checked="" type="checkbox"/> Yes; B2Gnow provides unlimited technical support and webinar-based training for your vendor community. B2Gnow provides registration assistance online and via email. A 1-800 number can be made available.
8. Alerts/Notifications	
The system must have a mechanism to send email notifications to all businesses and/or suppliers and to the MBE Liaison identifying new registrations.	<input checked="" type="checkbox"/> Yes; The system includes a comprehensive notification engine that sends email notifications to businesses/suppliers and staff when a new registration is completed.
The MBE Liaison must have the capability to send emails to a supplier and receive an email from a supplier, to request additional information in order for the supplier to be in compliance with LFUCG's MBE program.	<input checked="" type="checkbox"/> Yes; The system includes a comprehensive notification engine that includes a variety of email templates for communication between LFUCG staff and its suppliers.
The system must also have the capability to upload attachments to emails or notifications sent by LFUCG's MBE Liaison.	<input checked="" type="checkbox"/> Yes; Attachments can be associated with user notifications; the email sent will include a link to download the attachment(s) so as to minimize the risk of being blocked as spam.
9. Training	
The selected vendor must be able to provide training to the end user(s) on the system and additional technical support when requested.	<input checked="" type="checkbox"/> Yes; B2Gnow provides unlimited technical support and webinar-based training for all users. B2Gnow provides regularly scheduled training sessions that vendors can attend at no cost. LFUCG staff will received specialized training during the implementation stage to ensure they are ready to use the system.

<p>The selected vendor should provide customer service to assist all users twenty four (24) hours a day, seven (7) days a week.</p>	<p>☑ Yes; The B2Gnow help desk is available weekdays from 8am EST to 6pm EST. After hours emergency support contact information will be provided to LFUCG staff. Users can submit support tickets at any time through the system and by email.</p>
<p>A 1-800 number and email address must be provided in the event a user needs tech support when navigating the system.</p>	<p>☑ Yes; B2Gnow provides unlimited technical support online and via email. A 1-800 number can be made available. Technical support is provided for both LFUCG staff and vendors.</p>
<p>10. Interface</p>	
<p>The system must have the capability to interface with third party software. LFUCG uses a procurement software system called Ion Wave and a PeopleSoft financials system.</p>	<p>☑ Yes; B2Gnow provides a standard data interface guide and field layout documentation. B2Gnow has interfaced with hundreds of external systems, including multiple PeopleSoft deployments.</p>
<p>Ion Wave houses all contract data, supplier information, special classifications, etc.</p>	<p>☑ Yes; B2Gnow offers standard data interfaces for contract data and supplier data.</p>
<p>PeopleSoft contains all financial data for contracts such as purchase orders, change orders, procurement card (Pro-card) and payment information.</p>	<p>☑ Yes; B2Gnow offers standard data interfaces for financial data including PO's, change orders, payments, and P-card data.</p>

COST PROPOSAL

For the hosted SaaS model proposed, there is no need to purchase hardware, software licenses, maintenance, or support. All of this, including installation of upgrades, hosting, and maintenance of the system, is included in the annual cost.

Service costs (one time and annual) are detailed below, and are based upon the requirements document. This price quote is based upon our understanding of LFUCG's environment and our best estimate of the time and materials required. We welcome the opportunity to discuss the listed component and option prices, and additional combinations and options are available.

COST SUMMARY

Year	Amount
First Year cost including license, implementation, first year maintenance and any additional professional services required	\$64,900
Second year maintenance	\$24,950
Third year maintenance	\$24,950
Fourth year maintenance	\$25,700
Fifth year maintenance	\$26,470

PRICING DETAIL

Software & Support Annual Fee	\$24,950 per year
<ul style="list-style-type: none"> • Software modules <ul style="list-style-type: none"> - Vendor Management /Baseline System - Contract Compliance - EEO/AAP - Certified Payroll / Labor Compliance • Software licenses/maintenance/upgrades • Access to all standard reports and ad hoc tool • Maintenance on up to 3 interfaces • Email and phone support for staff • First-tier email technical support for vendors • Access to online help tools • Training manuals and quick guides 	<p>Up to 300 active contracts*</p> <p>Up to 300 EEO/AAP plans*</p> <p>Up to \$25mm in contract value*</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p>

** Additional capacity is available.*

Implementation	\$39,950 one-time
<ul style="list-style-type: none"> • Setup and configuration of the system • Configuration of notification templates 	<p>✓</p> <p>✓</p>

<ul style="list-style-type: none"> • Configuration of portal pages • Staff training • Standard reports • Creation of staff accounts • Comprehensive project management • Import interfaces for 3 external system data types <ul style="list-style-type: none"> - Contract header data from Ion Wave - Contract payment data from Peoplesoft - Supplier data from Ion Wave • Custom report development – 20 hours • Travel – up to 2 days onsite training and project meetings 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
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OPTIONAL MODULES AND SERVICES

<p>Additional B2Gnow Module Capacity</p> <ul style="list-style-type: none"> • Additional 2,500 vendors • Additional 250 monitored contracts • Additional 250 registrations 	<p>+\$4,950/year</p> <p>+\$4,950/year</p> <p>+\$4,950/year</p>
<p>Additional Certified Payroll/ Labor Compliance Module Capacity</p> <ul style="list-style-type: none"> • Up to \$5 million • Up to \$10 million • Up to \$25 million • Up to \$50 million • Up to \$100 million • Up to \$200 million • Up to \$300 million • Up to \$400 million • Up to \$500 million 	<p>– \$6,250</p> <p>– \$3,250</p> <p><i>included</i></p> <p>+ \$7,000</p> <p>+ \$12,250</p> <p>+ \$18,250</p> <p>+ \$25,500</p> <p>+ \$31,750</p> <p>+ \$39,000</p>
<p>Additional B2Gnow Modules:</p> <ul style="list-style-type: none"> • Spend Analysis (up to 10,000 payment records) • Outreach & Event Management (up to 100 campaigns) • Contract Specific Goal Setting (up to 250 goals) • Bid Tracking (up to 250 plan sets) • Utilization Plans (up to 250 plan sets) • Online Vendor Registration/Prequalification (up to 250 registrations) • Online Application & Certification Management (up to 250 firms) 	<p>\$9,950 setup + \$4,950/year</p> <p>\$4,950 setup + \$4,950/year</p> <p>\$4,950 setup + \$4,950/year</p> <p>\$4,950 setup + \$4,950/year</p> <p>\$4,950 setup + \$4,950/year</p> <p>\$9,950 setup + \$4,950/year</p> <p>\$9,950 setup + \$9,900/year</p>
<p>Additional System Interface (certified directory, financial system, etc.)</p>	<p>\$4,950 + \$1,950/year</p>
<p>Data entry & migration services</p>	<p>\$75/hour</p>
<p>Custom reports or system enhancements</p>	<p>\$150/hour</p>
<p>Program consulting</p>	<p>\$300/hour</p>
<p>Additional onsite training</p>	<p>\$1,500/day/trainer</p>
<p>Unlimited faxing to U.S. phone numbers</p>	<p>\$1,500/year</p>
<p>Travel expenses (after included trips)</p>	<p>At cost</p>

Options that are not selected in the beginning can be added at any time, subject to approval by B2Gnow.

PAYMENT SCHEDULE

- Annual service fee commences on the contract initiation date and annually thereafter.
- Implementation is invoiced 50% at project kick-off and 50% upon completion.
- Additional services are invoiced Net 30 upon delivery.
- Annual fee escalation per year limited to maximum of 3%.
- Travel and other out-of-pocket expenses are invoiced NET 30 at actual cost.

REQUIRED DOCUMENTS

B2Gnow has included the following documents required by Lexington-Fayette Urban County Government as part of this RFP.

Required Documents

- Affidavit
- Equal Opportunity Agreement
- Workforce Analysis Form
- Proposer Contact Information Form
- LFUCG MWDBE Participation Form
- General Provisions

APPENDIX A – ADDITIONAL B2GNOW INFORMATION

Additional information about B2Gnow Diversity Management software is included in this proposal.

Product Information & Samples

- B2Gnow overview
- B2Gnow modules
- B2Gnow benefits
- B2Gnow technical security
- B2Gnow evaluation by a large agency
- Contract compliance data gathering processes
- Catalog of B2Gnow standard reports
- Sample reports
- Sample notifications
- Sample user documentation
- B2Gnow Service Level Agreement

LEXINGTON-FAYETTE COUNTY GOVERNMENT

B2G NOW

RFP #54-2017:

Supplier Diversity Tracking Management System

March 23, 2018



Contact Person:
Frank Begalke
B2Gnow/AskReply, Inc.
Office: (602) 325-9277
Mobile: (602) 999-8608
Email: feb@b2gnow.com

COST PROPOSAL - REVISED

For the hosted SaaS model proposed, there is no need to purchase hardware, software licenses, maintenance, or support. All of this, including installation of upgrades, hosting, and maintenance of the system, is included in the annual cost.

Service costs (one time and annual) are detailed below, and are based upon the requirements document. This price quote is based upon our understanding of LFUCG's environment and our best estimate of the time and materials required. We welcome the opportunity to discuss the listed component and option prices, and additional combinations and options are available.

COST SUMMARY

Year	Amount
First Year cost including license, implementation, first year maintenance and any additional professional services required	\$59,900
Second year maintenance	\$19,950
Third year maintenance	\$19,950
Fourth year maintenance	\$20,550
Fifth year maintenance	\$21,165

PRICING DETAIL

Software & Support Annual Fee	\$19,950 per year
<ul style="list-style-type: none"> • Software modules <ul style="list-style-type: none"> - Vendor Management /Baseline System - Contract Compliance - EEO/AAP - Spend Analysis • Software licenses/maintenance/upgrades • Access to all standard reports and ad hoc tool • Maintenance on up to 3 interfaces • Email and phone support for staff • First-tier email technical support for vendors • Access to online help tools • Training manuals and quick guides 	<p>Up to 300 active contracts*</p> <p>Up to 300 EEO/AAP plans*</p> <p>Up to 15,000 PO records*</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p>

** Additional capacity is available.*

Implementation	\$39,950 one-time
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OPTIONAL MODULES AND SERVICES

<p>Additional B2Gnow Module Capacity</p> <ul style="list-style-type: none"> • Additional 200 monitored contracts • Additional 200 EEO/AAP • Additional 10,000 PO records 	<ul style="list-style-type: none"> +\$4,950/year +\$4,950/year +\$4,950/year
<p>Additional B2Gnow Modules:</p> <ul style="list-style-type: none"> • Outreach & Event Management (up to 100 campaigns) • Contract Specific Goal Setting (up to 250 goals) • Bid Tracking (up to 250 plan sets) • Utilization Plans (up to 250 plan sets) • Online Vendor Registration/Prequalification (up to 250 registrations) • Online Application & Certification Management (up to 250 firms) 	<ul style="list-style-type: none"> \$4,950 setup + \$4,950/year \$4,950 setup + \$4,950/year \$4,950 setup + \$4,950/year \$4,950 setup + \$4,950/year \$9,950 setup + \$4,950/year \$9,950 setup + \$9,900/year
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<p>Unlimited faxing to U.S. phone numbers</p>	<p>\$1,500/year</p>
<p>Travel expenses (after included trips)</p>	<p>At cost</p>

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PAYMENT SCHEDULE

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- Implementation is invoiced 50% at project kick-off and 50% upon completion.
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- Travel and other out-of-pocket expenses are invoiced NET 30 at actual cost.

AFFIDAVIT

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

1. His/her name is Frank Begalke and he/she is the individual submitting the proposal or is the authorized representative of AskReply, Inc. d/b/a B2Gnow, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

Jerry D. Van Cleve

STATE OF ARIZONA

COUNTY OF MARICOPA

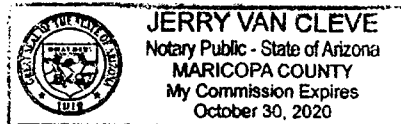
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Jerry D. Van Cleve on this the 26th day

of December, 2017.

My Commission expires: October 30, 2020

NOTARY PUBLIC, STATE AT LARGE



Lexington-Fayette Urban County Government

B2G NOW

RFP #54-2017:

Supplier Diversity Tracking Management System

January 8, 2018



Contact Persons:

Frank Begalke

B2Gnow/AskReply, Inc.

Office: (602) 325-9277

Mobile: (602) 999-8608

Email: feb@b2gnow.com

Appendix A

APPENDIX A – ADDITIONAL B2Gnow INFORMATION

Additional information about B2Gnow Diversity Management software is included in this proposal.

Product Information & Samples

- B2Gnow overview
- B2Gnow modules
- B2Gnow benefits
- B2Gnow technical security
- B2Gnow evaluation by a large agency
- Contract compliance data gathering processes
- Catalog of B2Gnow standard reports
- Sample reports
- Sample notifications
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- B2Gnow Service Level Agreement

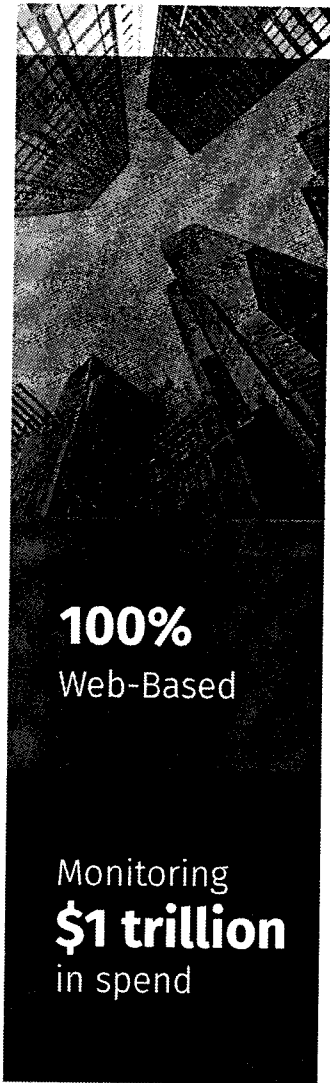
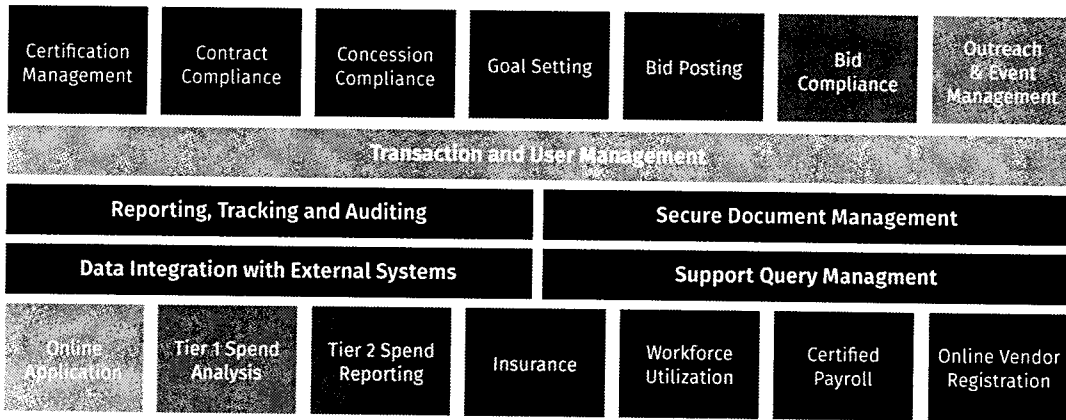
Revolutionizing diversity management

B2Gnow is the most comprehensive and widely implemented Diversity Management solution. Our modular platform addresses every aspect of vendor/supplier management and the diversity compliance spectrum.

We save your organization 60%-80% of time spent on administrative and clerical activities while enhancing your impact and reach.

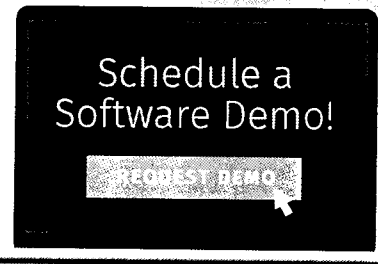
CORE SYSTEM DELIVERABLES: Rapid and robust report creation • Data sharing across modules and systems • Access to high quality data from 150+ certified directories • Valuable industry insight • A qualified support team serving you and your vendors/suppliers.

B2Gnow has leveraged 18 years of experience and customer feedback to enhance and fine-tune our solutions to handle the needs of any organization, regardless of size or complexity or industry.



IMPLEMENTATION AND MAINTENANCE

We have developed a robust implementation plan to ensure on-time, on-budget systems that meet and exceed customer requirements. Our world-class support and training assist both multi-department and small organizations in managing their programs. As a web-based, hosted solution, there are no costly technical aspects to worry about- **we've got you covered.**



B2GNOW

3225 North Central Avenue, Suite 120, Phoenix, AZ 85012 • 602-325-9277 • B2Gnow.com

Diversity Management Software



CERTIFICATION

Guarantee consistent workflow for reviewing online and paper applications. Supports multiple certification types and processes; generates letters and communications with a single click. The online searchable directory provides prime contracts with relevant information and expands opportunities for certified firms.



CONTRACT COMPLIANCE

Dramatically reduce administrative data collection effort with automated tracking and verification of contract payments down to 10 subcontractor tiers. Flexible compliance settings support all types of programs and contracting styles (design/build, JOC, task orders, change orders, exemptions/exclusions), generates alerts, engages contractors in the reporting process, captured commercially useful function (CUF) reviews, and generates real-time reporting and business intelligence. Fully complies with U.S. DOT 49 CFR Part 26.



CONCESSION COMPLIANCE

Airports can track and manage all types of concession agreements. Maintain compliance with minimal effort. The module supports U.S. DOT 49 CFR Part 23, and all data can easily be pulled into the federal ACDBE Uniform Report.



GOAL SETTING

Rely on industry-standard methodology for setting legally-defensible project-specific goals that are based on statistical (disparity study, census, bid list) data and past achievement.



BID POSTING

Save time posting and emailing bid solicitations. Eliminate the communications burden associated with facilitating solicitations. The module tracks views and downloads, facilitates amendment distribution, responding to bidder questions, and generating planholder lists.



BID COMPLIANCE

Digitize the process of receiving and evaluating subcontractor plans. Automate certification status and work code validation, collect required documentation upfront, and streamline the review. Good faith effort and waiver requests are captured where applicable.



OUTREACH AND EVENT MANAGEMENT

Email crafted messages and create campaigns for any customized list of vendors/suppliers and track open rates. Manage events with online attendee registration, RSVP and attendance tracking.



ONLINE APPLICATION

Speed the application and review process while gaining more visibility into the applicant's journey. Applicants love this efficient and less costly online option. The module supports a multi-application decision trees, multiple company types, configurable document lists, and multi-section forms.



TIER 1 SPEND ANALYSIS

Quickly and easily generate diversity spend reports on all non-contract expenditures such as credit cards and purchase orders. Data scrubbing doesn't have to be painful. Payment data is merged with B2Gnow's extensive recognized certification and registry data in minutes not months!



TIER 2 SPEND REPORTING

Capture lower tier spend with certified firms in a simple automated fashion. The module facilitates timely reporting of primary vendor/supplier payments to certified subcontractors on contracts and, if desired, indirect supplier payments.



INSURANCE

This module facilitates an organization's need to manage insurance requirements of its vendors and assess compliance with defined insurance requirements.



WORKFORCE UTILIZATION

Track workforce data with flexible options such as trades and categories at a summary or employee level. Notify contractors of goal status throughout the contract term.



CERTIFIED PAYROLL

Contractors can electronically submit payroll data for validation against applicable prevailing wage rates and other labor validations for the contract. Efficiently comply with federal Davis-Bacon, state, and local wage rates and rules. Report and track EEO, residency, and apprentice requirements.



ONLINE VENDOR REGISTRATION

B2Gnow streamlines and automates your vendor onboarding process. Facilitate bidder registration, prequalification, EEO/affirmative action plan submission, and other similar processes that require vendors/suppliers to submit information to you. Supports configurable approve/deny/return workflow, automated renewal notices, and online registry.

B2Gnow

3225 North Central Avenue, Suite 120, Phoenix, AZ 85012 · 602-325-9277 · B2Gnow.com

B2Gnow

Diversity Management Software

Company

The future of diversity compliance is now

Governments spend significant time tracking, certifying, auditing, and reviewing vendors. The B2Gnow system assigns the responsibility of reporting and entering data to those who have the data in the first place – the vendors. Instead of spending hundreds or thousands of hours recording information that is perfectly fine, the system uses exception based reporting to draw staff attention to critical issues that need review – contractor disputes, unresponsive primes, incomplete applications.

The result is a substantial reduction of cost and effort for governments and vendors. The simplicity of the system keeps training time low (just a few hours), and the self-guiding forms reduce support calls and emails. The sophisticated baseline software functionality is complemented by advanced standard and ad-hoc reporting, sophisticated search functions, transaction auditing, and import/export capabilities.

Even better, the system can exchange data with existing financial, ERP, procurement, and other third party systems to further reduce data entry. Smart automation frees up staff time to focus on program management.

About B2Gnow

After a chance meeting with a government official at one of the largest cities of the country, we were amazed at the level of manual data management and related issues they endured. But the staff said they didn't want the hassle of managing the software or technology. So we created a 100% web-based tracking system that could handle all of their data – thousands of contracts worth billions of dollars, tens of thousands of contractors, a long list of certified firms, and all of the related processes, notifications, and audit logs. It was a tremendous task and took months to develop and implement.

Since then, we have provided our software exclusively to governments and their contractors. It is easy to use, with intuitive graphical interfaces developed with input from a wide range of government users and minimal training is required. At the same time the software is powerful, secure, and scalable, supporting thousands of simultaneous users and transactions in a completely secure, robust environment.

Our modular design and configuration results in system deployments measured in weeks, rather than months or years. The effort is much less labor-intensive than that of the competition, and our experience ensures a successful implementation on the first attempt.

Best-of-Breed Solution

Since 1999, B2Gnow has provided the leading contract compliance, concession compliance, certification management, and outreach solution available. Each implementation is provided by a highly experienced combined team that has worked together to successfully implement many major cities, counties, airports, and agencies across the country.

B2Gnow diversity management software is the leading web-based system for managing government diversity programs. Streamline and automate administrative functions with our turn-key hosted solution.

"We've been very pleased with your proactive leadership on improvements and developments."

**Luz Maria Frias, Director
Former Human Rights and Equal
Economic Opportunity Dep't
City of Saint Paul**

Visit us at:

www.b2gnow.com



Customers

B2G NOW

Diversity Management Software

"Last week's training session was great and very informative for me. I have such a better understanding of the overall B2Gnow system and I'm so impressed with the software and the capabilities. You really have a great product!"

"I admire your consideration of adding and enhancing each module to fit the needs of your customers. The more I use the system, the more I really appreciate it!"

Kebbyn Bryant
Nashville Airport

5025 North Central Ave., #494
Phoenix, Arizona 85012
<http://www.b2gnow.com>
P: 602-325-9277
F: 866-892-2913
E: info@b2gnow.com

Cities & Counties

- ⊕ City of Chicago
- ⊕ City of Cleveland
- ⊕ City and County of Denver
- ⊕ City of Houston
- ⊕ City of Louisville
- ⊕ City of Kansas City
- ⊕ City of Memphis
- ⊕ City of Milwaukee
- ⊕ City of Minneapolis
- ⊕ City of New Orleans
- ⊕ City of Philadelphia
- ⊕ City of Phoenix
- ⊕ City of Orlando
- ⊕ City of San Antonio
- ⊕ City of Scottsdale
- ⊕ City of St. Paul
- ⊕ Los Angeles County
- ⊕ Milwaukee County
- ⊕ Bexar County (TX)
- ⊕ Travis County (TX)
- ⊕ Leon County (FL)

Airports & Ports

- ⊕ Allegheny County Airport Authority
- ⊕ Chicago O'Hare and Midway Airports
- ⊕ Dallas/Fort Worth International Airport
- ⊕ Nashville International Airport
- ⊕ Port Authority of New York & New Jersey
- ⊕ Memphis-Shelby County Airport Authority
- ⊕ Jackson Municipal Airport Authority
- ⊕ Denver International Airport
- ⊕ Houston Airport System
- ⊕ San Antonio Airport
- ⊕ Kansas City Airport
- ⊕ Port of Houston
- ⊕ Massport

State DOTs & Transit Agencies

- ⊕ Arizona DOT
- ⊕ New Mexico DOT
- ⊕ Colorado DOT
- ⊕ St. Louis Metro
- ⊕ Phoenix Transit
- ⊕ Metro Light Rail (AZ)
- ⊕ VIA Metro Transit (TX)
- ⊕ Chicago Transit Authority
- ⊕ Houston Metro Transit Authority
- ⊕ Hillsborough Area Regional Transit
- ⊕ Jacksonville Transit Authority
- ⊕ New Orleans Regional Transit Authority
- ⊕ Santa Clara Valley Transportation Authority

Certifying Authorities & Other Agencies

- ⊕ State of New York
- ⊕ State of Oregon
- ⊕ State of Tennessee
- ⊕ Federal Aviation Administration
- ⊕ Chicago Public Building Commission
- ⊕ Chicago Housing Authority
- ⊕ Chicago Park District
- ⊕ Chicago Public Schools
- ⊕ University of Texas System
- ⊕ Houston Community College
- ⊕ Milwaukee Public Schools
- ⊕ Brooks Development Authority (TX)
- ⊕ Central CERT Program (MN)
- ⊕ University Health System (San Antonio)
- ⊕ JPS Health Network
- ⊕ Northeastern Ohio Regional Sewer District
- ⊕ San Antonio Water System
- ⊕ Milwaukee Municipal Sewer District
- ⊕ North Central Texas Regional Certification Authority
- ⊕ South Central Texas Regional Certification Authority
- ⊕ Metropolitan Pier & Exposition Authority
- ⊕ Colorado Unified Certification Program
- ⊕ San Diego Association of Governments
- ⊕ San Antonio Independent School District

B2Gnow

Diversity Management Software

Strengths

Solid Customer Experience

B2Gnow is used by 4 of the 5 largest cities in the United States, and 13 of the top 50. Most of the largest airports track concessions and contracts through the system. The hurdles you face in your program are not new to our experienced team. We have extensive experience successfully implementing with many different types and sizes of government, including cities, counties, airports, states, federal agencies, transit authorities, school districts, development authorities, and health districts.

Established Implementation Program

Our team has successfully implemented its system at over 60 large governments. This experience has allowed us to develop and refine a comprehensive implementation approach that guarantees project success and client satisfaction. Our proven implementation methodology, while structured in approach, offers flexibility to be tailored to your unique requirements.

Comprehensive Support and Training

B2Gnow offers world-class support and training to our customers and their vendors. Our comprehensive training and support program includes onsite training sessions, web-based training, online help system, online video help, user quick guides, detailed user manuals, phone based support, and email support. Beyond initial training, we offer unlimited web-based training and support throughout the entire relationship. Our users say the system is easy to use, and we stand behind it to provide exceptional support.

Quality Customer Service

Janice Ruley, contract compliance officer at the City of Houston (B2Gnow's first customer), said it best: "Happy birthday to B2Gnow...What you need to know is even though you have made the "big time", you have never lost that great customer service. You always respond to our questions and concerns and go that extra mile. It's a pleasure doing business with you."

Industry-Leading Financial Strength

B2Gnow's success is not a mistake. Our management team has built a profitable, debt-free business that will be around to support you. The company maintains significant cash reserves, plus has access to significant credit and potential investment, to sustain itself for many years.

Unrivaled Technical Architecture

We maintain the most advanced technology infrastructure and security in the market, with 24/7/365 systems monitoring, better than 99.9% availability, system redundancy, and full disaster recovery plans in place. The system is maintained by a full-time technical staff that watches over 100 servers in three Tier 1 co-location facilities around the country. We meet or exceed requirements of the most stringent governments and have successfully completed onsite audits for the City of Phoenix and MasterCard.

System Statistics (as of 2013)

- ✦ Tracking \$220 billion in contracts.
- ✦ Automated the verification of over \$15 billion in M/W/S/DBE payments to subcontractors.
- ✦ Collected 1.5 million subcontractor payments electronically.
- ✦ Executed 1.6 million searches of public certified directories.
- ✦ Imported 12 million contract and contract payment records from Oracle, Peoplesoft, SAP, JD Edwards, Lawson, and other systems.
- ✦ 215,000+ contractors have round-the-clock access to their contract, payment, and certification data.
- ✦ Processed 300,000 certification applications.
- ✦ Assisted certified firms in resolving 10,000 disputes worth \$350 million.
- ✦ Last year over 600 million people traveled through airports that use B2Gnow to track contracts and concessions for the Federal Part 23 and Part 26 programs. Over \$11.2 billion in revenues have been recorded in the system.
- ✦ Over 65 million page views, 1.3 million user logins, 15 million emails and faxes, 70,000 reports generated, and 80,000 PDF files generated.
- ✦ 286,000 files downloaded 800,000 times.
- ✦ 5 million NAICS & NIGP codes assigned.

Visit us at:

www.b2gnow.com





B2Gnow

Diversity Management Software

Dedicated and Experienced Team

25 full-time staff are standing by to support you, all located in the United States. From a project manager dedicated to your project to support, training, development, and management resources. We are proud of our expertise in this industry, which is backed up by our attendance, presentations, and participation at relevant conferences. Your dedication to the field is matched only by our commitment. We work every day side-by-side with our customers. Our executive management is actively involved, with key executives having been with the company since founding and have assisted with the generation of many semi-annual Part 26 reports and supported several disparity studies.

No Litigation and 100% Ownership

We maintain excellent relationships with all of our customers; after all, we'll be working with them for many years to come. We have never been involved in litigation and completely own the intellectual property of our software. There will be no unexpected surprises when you contract with B2Gnow.

Flexible System Architecture

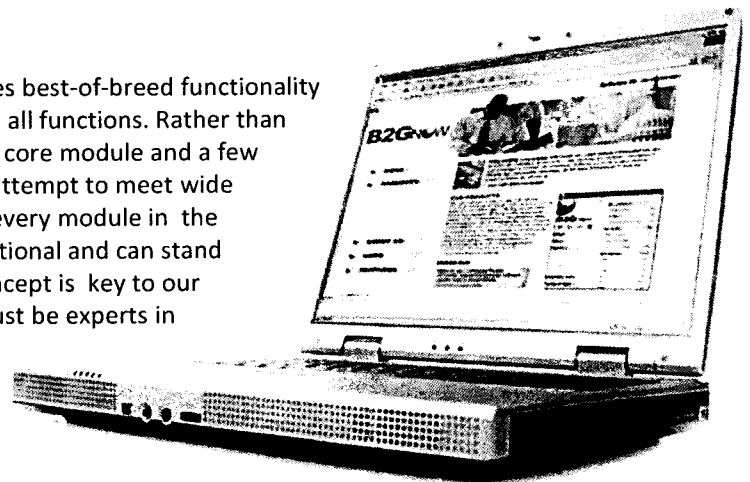
B2Gnow is provided as a hosted system, but that doesn't mean it can't be enhanced. Every government is a little different, but our system will meet almost all of these differences through standard configuration options. When there is a gap, our cost-effective enhancement process delivers value and functionality within the project schedule.

Save a Tree – Go Green

The system is designed to maximize vendor participation and reduce staff time required to enter and manage data. Eliminate paper, eliminate waste, eliminate disputes – B2Gnow will completely digitize your processes while still providing hard copy capabilities when needed. And just because a contractor isn't on the Internet doesn't mean they can't participate; the system will support your collaboration with these firms to keep them in the loop.

Integrated Solution

The B2Gnow system provides best-of-breed functionality with single sign-on access to all functions. Rather than being a system that has one core module and a few throw-away functions that attempt to meet wide ranging RFP requirements, every module in the B2Gnow system is fully functional and can stand alone. This best-in-class concept is key to our technical philosophy: we must be experts in everything we do.



B2Gnow Software

Serving Size: 1 project

Amount Per Serving

Calories 0 Calories from Fat 0
% Daily Value*

On Budget	100%
On Schedule	100%
Functionality	100%
Total Problems 0g	0%
Work Overload 0g	0%
Stress 0g	0%
Headaches 0g	0%
Delay 0g	0%

*For more information, please view our web site
www.b2gnow.com

Ingredients: Software, servers, services, systems integration, consulting, training, configuration, broadband pipe, routers, firewalls, data management, vendor lists, data cleaning, bulk uploads, customization, programming, and documentation.

© B2Gnow. All rights reserved.

5025 North Central Ave., #494
Phoenix, Arizona 85012
<http://www.b2gnow.com>
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B2Gnow

Diversity Management Software

Technology

Physical Security

Our equipment is hosted in Arizona, California, and Virginia, in multiple facilities with 24-hour security, redundant power, connectivity, cooling, and other backup equipment to keep our system running and available.

Database Security

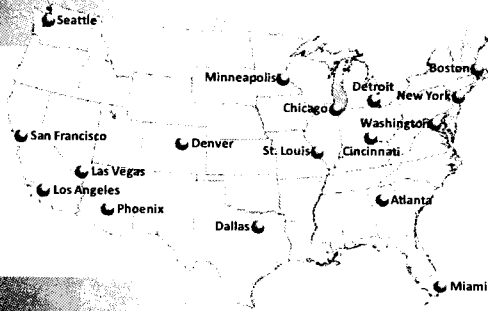
Database access is controlled at the operating system and database connection level for additional security. Access to production databases is restricted to a limited number of points, and all databases have unique passwords.

Perimeter Defense

The network perimeter is protected by multiple firewalls and monitored by intrusion detection systems. In addition, B2Gnow monitors and analyzes firewall logs to identify security threats. Also, B2Gnow also contracts with a third-party security firm to monitor our security configurations for changes, vulnerabilities, and errors and regularly conducts vulnerability threat assessments including penetration tests.

System Monitoring

B2Gnow monitors the system from 17 locations across the country, 24 hours a day, 7 days a week. If performance, latency, or availability is degraded in any way, the System Administrators are automatically notified for immediate resolution.



Application Security

Our robust application security model prevents one customer from accessing another's data. This security model is reapplied with every request and enforced for the entire duration of a user session.

User Authentication

Users access B2Gnow only with a valid username and password combination, which is encrypted via SSL while in transmission. Every user has a unique login, and users are prevented from choosing weak or vulnerable passwords. Encrypted session keys are used to uniquely identify each user. For added security, the system automatically scrambles and reestablishes the session key on a regular basis. No cookies or any other form of client-based token are used to identify or authenticate the user.

Data Encryption

B2Gnow uses the strongest encryption products to protect your data and communications. The lock icon in the browser shows that 100% of your data is fully encrypted while in transit. Passwords, financial information, and other confidential data are encrypted immediately upon receipt and stored in the database in that format. Encryption keys are compiled into objects that cannot be broken.

Internal Systems

Inside the perimeter firewalls, systems are safeguarded by network address translation, port redirection, IP masquerading, non-routable IP addressing schemes, and more. The specific details of these features are proprietary.

Security Summary

- *Data and system access strictly controlled.*
- *Very strict non-disclosure agreement for client data.*
- *Hardware and software firewalls.*
- *Servers in locked cabinets in extremely secure co-location facilities with redundant power/connectivity.*
- *Back-up systems located around the country.*
- *Password-protected user accounts.*
- *Detailed user and transaction audit trails.*
- *Data encryption for data transmission and storage.*
- *100% Internet-based.*
- *No software to install.*

Visit us at:

www.b2gnow.com



Technology

B2G NOW

Diversity Management Software

"This system makes the monthly reporting so much faster and easier. What I know about computers I have pretty much learned hands on and since we didn't have computers when I went to school, it took awhile but it is time saving and saves on paper and all, you just go one, two, three.

I do have to hand it to whoever thought of this system, I went to the meeting before you started implementing the system and wasn't quite sure how it would work, but it's great.

Mary Lara
All Pests Controlled, Inc.

Operating System Security

B2Gnow enforces tight operating system security by using a limiting server access points. We protect operating system accounts with strong passwords, and servers do not share a master database password. All operating systems are maintained at each vendor's recommended patch levels for security and are hardened by disabling and/or removing any unnecessary users, protocols, and processes.

Disaster Recovery

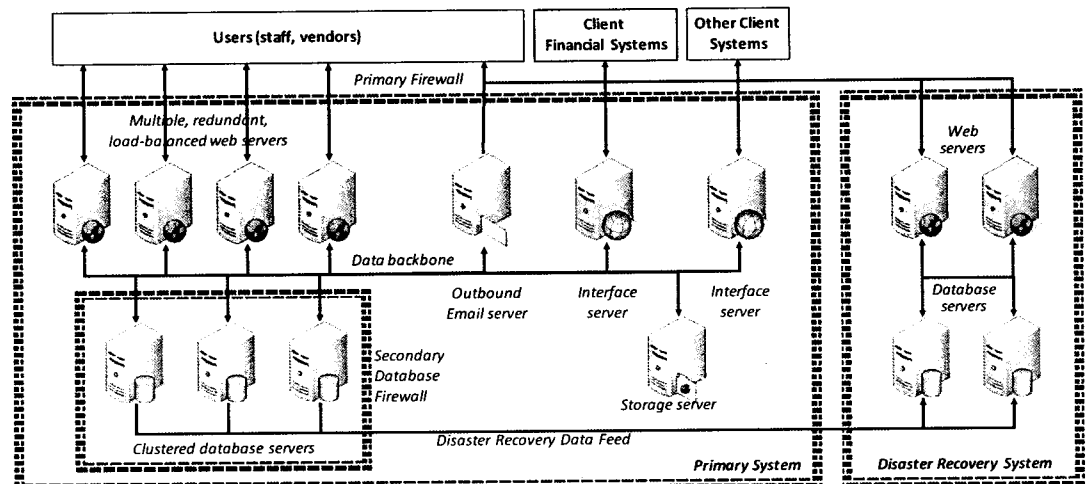
In the event of an unexpected situation that results in our primary system being unavailable to users, we maintain an alternate system in a secure location at least 500 miles from Phoenix. This system has the capability to provide full user activity until the primary system is restored. Our disaster recovery plans are comprehensive and are tested regularly in our QA environment and in full, simulated scenarios with the alternate system.

Server Management Security

Your data belongs to you. Access to our production equipment is limited to specifically authorized technical personnel for system maintenance, management, monitoring, and backups. We do not utilize any third party vendors or managed service providers.

System Architecture

B2Gnow manages millions of records while being secure, robust and scalable. Web servers are load balanced and exchange data with a set of clustered database servers. Important data is stored on a redundant disk array that is regularly backed up. Inbound and outbound data is processed by a set of interface servers that perform all required actions and either save the information to the database or send it on to the designated customer system.



The number of servers is for illustrative purposes. At least two of each type of server are used, but the exact number is never disclosed for security.

Reliability & Backup

All system components have at least dual redundancy, including networking components, load balancers, web servers, application servers, database servers, and Internet connectivity. All server hard drives are configured with RAID 5, and critical storage components contain "hot spares" that are automatically brought online in case of hard drive failure. The database system is clustered for performance and redundancy. All data is backed up nightly to an off-site location that is secure and fire-resistant.

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B2Gnow

Diversity Management Software

Customer Evaluation

Evaluation of B2Gnow by a large state DOT

1. Qualifications/Experience

Evaluator 1	Evaluator 2	Evaluator 3
Overview was fully provided on proposal pages 15-19 for all 17 bulleted items requested for each of the involved parties. Financials were provided as requested. Young firm, yet has strong ability to market product. Local firm with strong ties to city and county, which would allow [us] to be a part of a unified approach to Labor/Civil rights compliance.	In business since 1999, has 8 FTEs, has various government customers and several small government customers. Business focus is government.	Well qualified personnel, strong team presentation. Offered great support with permanent staff availability. Local presence and experience is a big plus.

2. Approach

Evaluator 1	Evaluator 2	Evaluator 3
Provided all required information for a successful approach, project schedule, implementation strategy on pages 41-45 was clear and concise, has comprehensive training program, included under separate cover copies of training materials, maintenance detail was good, support was documented very well.	Utilizes recognized software called B2Gnow. Utilizing Brabec Consulting to address DBE outreach. Product meets the requirements; support of proposer is what takes this proposal to a relatively high score...excellent support. Keeps use of consultants to a minimum. Full accountability positioned on proposer.	Product is able to import information from contractor's accounting system, which is key to maintaining consistency between the two entities. Excellent user guides, which will assist in timely and easily understood usage. Support is above average as firm has local FTE staff which continuously works with product and customer base. Approaches information sharing through interviews, which is a positive way to gain exact information.

3. Pricing

Evaluator 1	Evaluator 2	Evaluator 3
Supplier expressly provided an Application Service Provider hosting solution. The supplier provided a menu pricing solution. Offering substantial discounts if some pre-work (data input) is done by the department. Initial investment is [low]. Overall costs are lower than any other proposal.	Baseline costs and Full Options were provided. Offer gave choices of how this product is to be deployed and any associated costs or savings. Very good pricing. Lowest overall costs.	Maintenance is [per] year ... remains constant or little or no escalation. Initial start up is [low]. Very good pricing. Lowest lifecycle costs.

The B2Gnow system was evaluated recently by a large state DOT, resulting in a contract award. The process included a written proposal in response to an RFP, in-person presentation by the project management team, and final decision by a committee of evaluators.

Visit us at:

www.b2gnow.com



Customer Evaluation

B2Gnow

Diversity Management Software

Evaluation of B2Gnow by a large state DOT

4. Response to Requirements

Evaluator 1	Evaluator 2	Evaluator 3
Technical and functional requirements were stated in pages 23-40 with some remaining items in progress. This will allow us to get the latest versions. Project appendix as required was provided, including system snapshots.	Excellent response to technical requirements, very capable of integrating with [our] system. Great functionality, user friendly applications and easy to work with.	System is housed in multiple secure, guarded locations, hosted solution is very good. Electronic signature available, [data] can be imported from contractors' payroll information systems. Provided all needed information including screen snapshots which provided an initial look and feel of the product.

5. Overall Response to RFP

Evaluator 1	Evaluator 2	Evaluator 3
Overall response was very good, and meets and or exceeds the stated requirements. Provided excellent information and organization within the 76 pages, well documented references, appendices, including system snapshots. Content indicated that proposer was well established and well organized to address customer needs. Proposal was easy to navigate and read.	Good, local company with strong presence in DBE community. Has knowledgeable support staff, product is focused on certified payroll data collection as well as civil rights data. Company has a lot of customers using product, so success of product use is proven. Time line for roll out is very quick which is a definite plus. Product has numerous included features, rather than add-ons.	Proposal was very good, represented product capabilities well. Product is more robust than expected, as seen in system snapshots. Overall proposal shows firm is very capable and does provide product today to satisfied customer base. Has multiple features and support mechanisms which provides for success of this project...updates were addressed, and will be forth coming in established calendar. Product provides for audit capabilities, tracking of fringe benefits...features that normally would be additional costs.

6. References

Evaluator 1	Evaluator 2	Evaluator 3
References were well documented pages 51-59 with excellent supporting information beyond as requested in RFP.	Proven track record for product as shown in references. Many customers currently using product successfully.	Very detailed submittal of this information. Over [10,000] contracts of various degrees, [60,000] vendors across the country].

"I was extremely impressed with the conference and training. You guys do a first class job and your customer service is hard to beat. Thanks again."

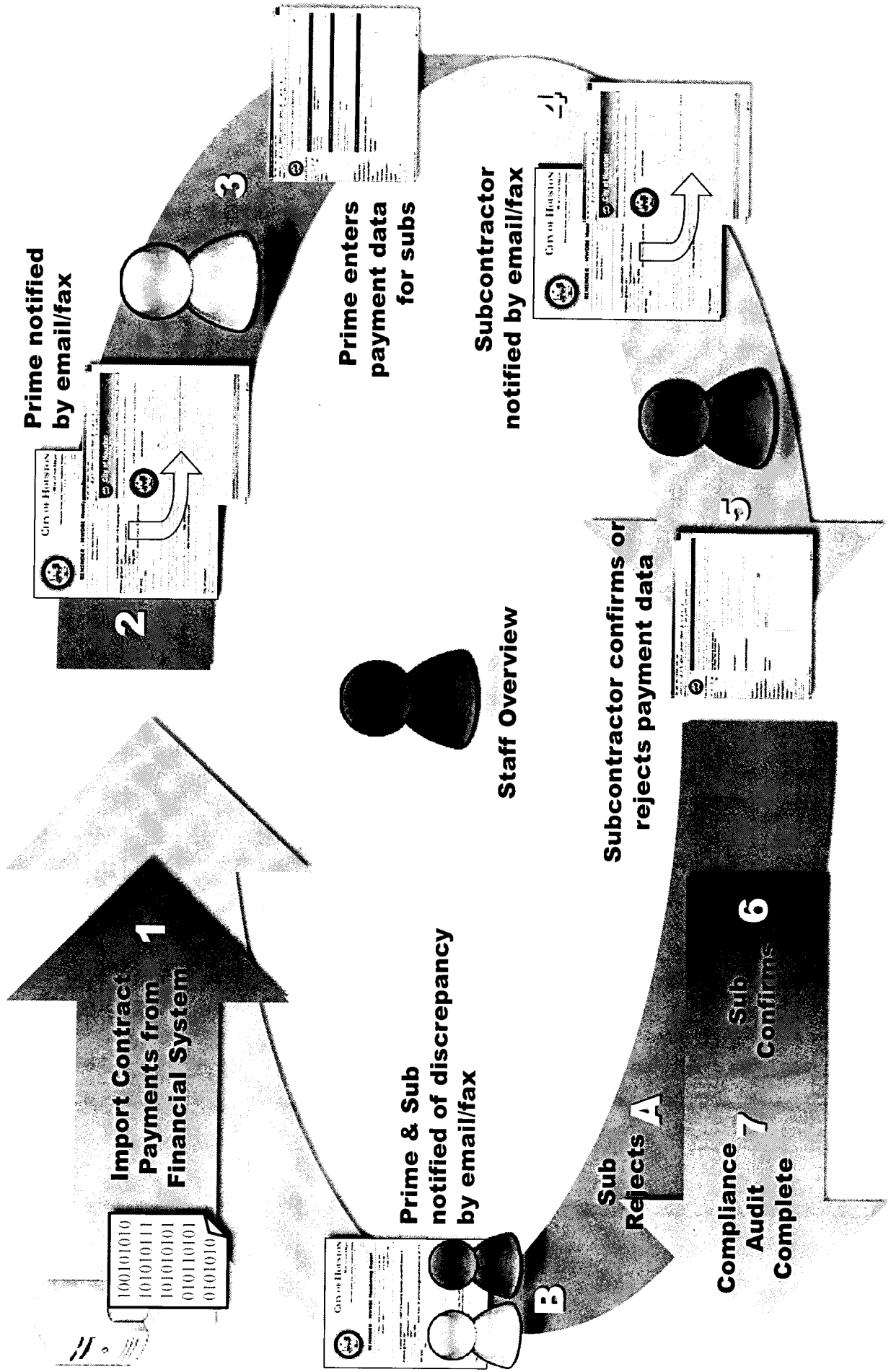
Neil Polansky
City of Houston

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B2GNOW

Contract & Concession Compliance Software

Letting primes and subcontractors report and confirm payment data is as easy as 1-2-3.



Automated Compliance Audit Process

There are several methods of data collection and verification. B2Gnow supports all methods, and our software facilitates different methods on a contract-by-contract basis.

1 Payments to prime contractor

Best

Data transfer from existing financial or project management system

- Automated or bulk
- Integrate with SAP, Oracle, Peoplesoft, and others

Better

Data entry by prime contractor

- Significant time savings for staff
- Encourages vendor accountability and responsibility

Good

Data entry by staff

2 Payments to subcontractors

Best

Data entry by prime contractor

- Significant time savings for staff
- Encourages vendor accountability and responsibility

Good

Data entry by staff

Track any number of subcontracting tiers.

Combine with certified directory to provide real-time ethnicity, gender, certification type, and business size reports.

3 Verification of subcontractor payments

Best

Payment verification by subcontractor

- Provides opportunity to dispute payments
- File attachments and comments supported

Eliminate the need for copies of checks, certified affidavits, and invoice duplicates.

Just ask the subcontractor for direct confirmation of the payment and cut out the paperwork.

All responses are tracked by user, date/time, and action. Full transaction history available at any time.

10/15/2014

Frank Begalke
B2G Now
5025 North Central Ave
#494
Phoenix, AZ 85012

Frank,


Please accept this letter as a professional endorsement. The Office of Minority, Women, and Emerging Small Business (OMWESB) considers your company to be an outstanding business partner.

The professionalism of your staff members, spanning across pre-sales; conversion; and support related activities is outstanding. An example of this would be the responses received when OMWESB staff has questions or concerns regarding the use of your system. Your team responds immediately and demonstrates not only knowledge about database functions but also diversity management activities and the certification procedure. Having a deep understanding of these areas aids our team in better utilizing your system and improving our processes.

In addition, your company has shown flexibility and fairness. This has been especially critical transitioning from our old database to the new B2GNow system. The transition has resulted in unique requests and modifications, all of which your firm has worked diligently to accommodate.

In closing, we look forward to the continuation of our partnership allowing us to better serve the citizens and businesses of Oregon.

Sincerely,



Carrie Hulse
Certification Manager
OMWESB
(503) 986-0075

PHILLYINNOVATES

A Blog from the City of Philadelphia's Managing Director's Office

PHILA.GOV

PHILLY311

PHILLYRISING

SERVICE CENTERED LEADERSHIP

CUSTOMER SERVICE BLOG

OPEN DATA PLAN

Philly wins PTI award for OEO innovation

AUG 7

scottstrickler



Project team, from left to right: David Mauro, OIT; Angela Dowd-Burton, OEO; Joyce Strother, OEO; Scott Strickler, OIT; Shonique McCall, OIT; Lashawnda Tompkins, OEO. Original by Adrienne Strickler

Philadelphia has received national recognition from the [Public Technology Institute \(PTI\)](#) for its implementation of a Minority, Women and Disabled-Owned Business Enterprise (M/W/DSBE) Registry and Contract Compliance Reporting System (CCRS). PTI awarded the City with a Significant Achievement in the [2013-2014 Technology Solutions Awards Competition](#). Philadelphia was the only county in Pennsylvania recognized this year.

The Registry and CCRS, running on cloud software developed and hosted by Phoenix, Arizona-based [B2Gnow](#) and brokered to the City through the [Office of Innovation and Technology \(OIT\)](#), has enabled the City's [Office of Economic Opportunity \(OEO\)](#) to transform its business through data-driven performance management. The system provides a critical new capability, presenting the City's purchasing and payment data to directly engage the vendor community in facilitating compliance with contract goals for M/W/DSBE participation.

The new system addresses a long-standing concern in the City. For decades Philadelphia has been working to improve participation by minority, women and disabled-owned businesses on its contracts. This stems from recognition among City leadership that enabling disadvantaged business enterprises (DBEs) to better compete for contracting opportunities benefits both the business community and the City. Most recently, OEO has driven this initiative, and in doing so has taken on the challenge of adopting more effective practices. Its legacy processes proved inefficient for its budget-constrained staff:

- a paper-based, manual process for applying to the City's OEO registry that was a burden to staff and contractors
- a process for tracking contract participation and investigating contract disputes that involved logging into at least three disparate systems just to gather background information
- a manual, spreadsheet-based process for generating [required reports](#) that could show contract awards to M/W/DSBE's, but could not provide insight into actual dollars paid to them

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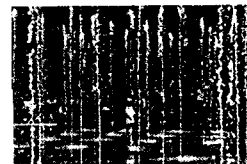
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Voting? The Philly311 Mobile App Can Help!
Philly311 TV: PhillyRising Panel
Those Who Serve: The Richardson Dilworth Award
Philly311 TV: Parks and Recreation
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City Employees Learn HTML and CSS in Innovation Lab
Philly311 TV: Community Life Improvement Program
PhillyRising's Penrose Neighborhood is Well-Served
Philly311 TV: Open Data
Citizen's Engagement Academy Draws Largest Crowd to Date

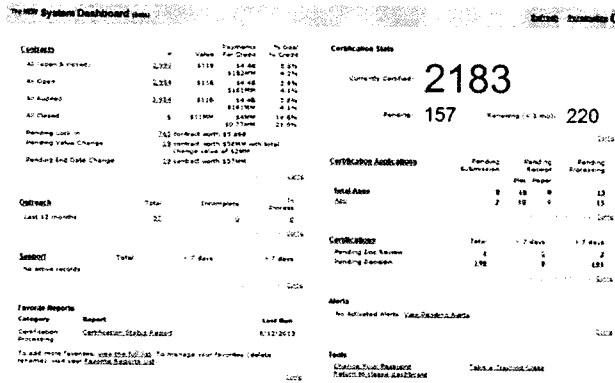
PHILLYMDO FLICKR



The Registry and CCRS implementation introduced solutions that will dramatically improve each of these processes. The software includes [web-based registry application submission and search](#), back-office workflow, and an integrated database containing:

- data about contracts from the City's three procurement and contract management systems
- data about payments against City contracts from the City's legacy accounting system

The project brought together City OIT, OEO, Procurement and Finance departments to develop the interfaces with City systems and coordinate the transition to new business processes. What they accomplished represents a landmark effort, and one that will support not just OEO but also future initiatives to improve the City's Procurement and Finance operations and transparency. The Registry and CCRS is now at the center of OEO's new operating model, providing information and tools to drive Philadelphia's M/W/DSBE participation compliance improvement initiative. The system's built-in metrics and dashboards have already proven their value, simplifying the reporting process and alerting managers with accurate information to facilitate decisions.



An example of the system dashboard, which can report the latest measures of OEO operations

A huge thanks goes out to all those who have contributed to the project's success, and continue to help the effort move forward!

- Angela Dowd-Burton, Executive Director, OEO, Commerce – Project Sponsor
- Joyce Strother, OEO, Commerce – Project Manager
- Alice Dungee-James, OEO, Commerce
- LaShawnda Tompkins, OEO, Commerce
- Scott Stricker, OIT – Project Manager
- Shonique McCall, OIT – Project Manager
- David Mauro, OIT – Lead Technical Architect and Developer
- Hugh Ortman, Commissioner, Procurement
- Trevor Day, Deputy Commissioner, Procurement
- Stephanie Tipton, Deputy Chief Integrity Officer
- Mary Stitt, Chief of Staff, Managing Director's Office
- T. David Williams, Deputy Director, Finance
- Drew Menten, Contract Management Analyst, Finance
- Dan McKenzie, Finance Developer, [Information Services Partner, Inc.](#)
- David Wilson, 1st Deputy Managing Director – Project Executive

This is Philadelphia's fourth year in a row winning a PTI award. Check out [this post](#) about last year's wins, as well as these pages with PTI's official results from [2013](#) and [2012](#).



More Photos



Clinton Johnson



Dave Walk



Patrick Hammons



PhillyMDO



richnegrin



Rosetta Carrington Lue



scottstrickler



timwis

Diversity management software for government

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

B2G NOW

Reporting

- All information presented is for review only and not for public disclosure under any circumstances.
- Reports are shown in raw or slightly modified format. If modified, changes were made only to fit the output on a single page or redact confidential information.
- Records shown are excerpted from the original reports. Some totals may not appear correct due to deleted pages.



Contract Compliance

- Active Contracts Marked Final
- Active Contracts Past End Date
- Active Contracts with Prime Payments
- Ad-Hoc Query Master Contract List (2)
- All Active Contracts
- Audit Response Statistics
- Certified contractors assigned to contracts but not counted for credit
- Certified Firms With Awards and Payments
- Compliance Officer Activity (All Users)
- Compliance Officer Activity (Individual)
- Contract Award Concentration
- Contract Awards (For Credit) Summarized by Department, Type, Category, Goal Type, Vendor Type, Ethnicity, Gender
- Contract Category Summary
- Contract Payments (For Credit) Summarized by Department, Type, Category, Goal Type, Vendor Type, Ethnicity, Gender
- Contract Payments Not Imported - By Contract
- Contract Payments Not Imported - By Vendor Number
- Contract Type Summary
- Contractor Payment Summary
- Contractor Payment Summary (For Credit)
- Contractors assigned to active contracts for credit but not currently certified
- Contractors Missing Contact Information
- Contracts That Need to be Closed
- Contracts with goals and no subcontractors
- Department Dashboard
- Department Summary
- Duplicated Contracts
- Ethnicity and Gender Summary - Subcontractors Only
- Ethnicity and Gender Summary - With Primes
- Ethnicity Summary - Subcontractors Only
- Imported Records for Processing
- Master Contract and Task Order Listing
- Missing Information on Contracts
- Payment Totals by Vendor
- Prime and Sub Payment Detail
- Prime Listing (based upon active contracts with goals)
- Prime Listing (based upon all active contracts)
- Primes & Subs Payment Detail – By Contract
- Primes and Subs on Active Contracts
- Primes and Subs on Contracts with Payments
- Prompt Payment Analysis by Contract vs Prime Payments
- Prompt Payment Analysis by Contract vs Subcontractor Payments
- Prompt Payment Analysis by Prime vs Prime Payments
- Prompt Payment Analysis by Prime vs Sub Payments
- Reported Discrepancies
- Semi-Annual Report - New Version
- Semi-Annual Report - Worksheets - New Version
- Status Count Analysis by Prime vs Prime Payments
- Status Count Analysis by Prime vs Sub Payments

- Status Count Analysis for Period vs Prime Payments
- Status Count Analysis for Period vs Sub Payments
- Status Count Analysis vs Prime Payments
- Status Count Analysis vs Subcontractor Payments
- Sub Awards by Dep't, Type, Ethnicity, and Gender
- Subcontractor Invoice - Payment Tabulation
- Subcontractor List
- Subcontractor Payment Summary (All)
- Subs assigned to contracts but not currently certified
- Unpaid Retainage by Contract, Prime & Sub
- Unresponsive Vendors
- Vendor Compliance Audit Response Times

Online Application

- Application Pipeline
- Application Statistics
- Applications - Received - Summary

Certification Management

- Applications - Closed
- Applications - Decisions
- Applications - Denied
- Applications - In Committee
- Applications - Pending Assignment to Certification Officer
- Applications - Pending Data Input or Final Review
- Applications - Received
- Applications - Received - Summary
- Certification Action History
- Certification Processing Time
- Certification Status Report
- Count - Application Count in Past Year
- Count - CCO Field Audits
- Count of All Actions and Duration Averages
- Graduating Firms
- Mailing Information of Expiring Applications
- Mailing Information of New Active Applications
- Mailing Information of Recently Approved Applications
- Pending Applications (all CCOs) - Detailed Status
- Pending Applications (all CCOs) - Summary Status
- Pending Applications (individual CCO) - Summary Status

Certified Directory

- Business Name sorted
- Business Revenues and Employees
- Category, Capability & Ethnicity Sorted
- Certified Directory as of Selected Date
- Certified firms contracting with other B2Gnow organizations
- Concessionaire certification expiration report
- Duplicate active certifications
- Ethnicity & Gender Summary
- Ethnicity sorted
- Mailing Information of MWDBE Directory
- NAICS code sorted

- Recently Certified/Renewed Firms
- Zipcode sorted

Concessions Management

- Concession revenues not imported
- Concessionaires list by ethnicity, gender and certification type
- Concessions That Need to be Closed
- Duplicated Concessions
- Ethnicity, Gender & Certification Type Gender Revenues Summary
- Joint Venture Owners
- List of all vendors
- List of all vendors counted for credit
- List of concessionaires and revenues (Cumulative)
- List of concessionaires and revenues (New)
- List of concessionaires by terminal
- List of Concessions & Locations
- List of Concessions & Locations with Revenues
- List of Location Revenues, by Time Period
- Location Data Block with Detail
- Missing Information on Concessions
- Revenue data not imported
- Tabulation of revenues and percentages by concession and concessionaire
- Tabulation of revenues and percentages by OPEN concession and concessionaire
- Terminal Concessionaires (ACDBEs only)
- Terminal Concessionaires (All firms, Cumulative)
- Terminal Concessionaires (All firms, New)
- Terminal Concessionaires (with JVs)
- Uniform Report of ACDBE Participation

Vendor Management

- Expired Vendor Questionnaires
- Incomplete & Abandoned Questionnaires
- Vendor Management Activity

General

- Answered Support Tickets
- Email & Fax Rejects
- Email and Mailing Lists - Certifications
- Email and Mailing Lists - Concessions
- Email and Mailing Lists - Contracts
- Notifications Count
- Pending/Open Support Tickets
- Staff Page Views
- User Activity - Page View & Logins

Outreach and Event Management

- Event Attendees

Disparity Study

- Certification List
- Certification Work Categories
- Contract List
- Contract Statistics
- Contractor Work Categories

Prevailing Wage/Labor Compliance

Management Reports

- Contractor Assignments Report
- Document Tracking Summary Report
- E-Document Reports (2 versions)
- PM Login Report
- Letter Tracking Summary Report
- Missing eDocuments Report (beta)
- Multiple CPRs Report
- Federal Project Wage Data Report
- Federal Rates Summary Report

Compliance Reports

- All Notices Report
- Certified Payroll Report (WH-347)
- Certified Payroll Summary Report
- Holiday Report
- Late CPR Summary Report
- Look Ahead CPR Summary Report
- Penalty Report
- Site Visitation Report
- Site Visitation Summary Report

Workforce Reports

- EEO Weekly Report
- Employee Utilization Report
- Federal (FHWA) 1391 Report
- Goal Report
- Workforce Utilization Summary Report
- Utilization Summary Report – Hours by City

List Reports

- Contractor List Report
- Employee List Report
- Project Summary Report
- Unassigned Employee List
- Unassigned Employee List Pay Records Report

Apprentice Reports

- Apprentice Hours Report
- Apprentice Hours Report by Contractor
- Apprentice Hours Report by Trade
- Apprentice Info Report
- Apprentice List Report (beta)
- Training Reimbursement Report

Diversity management software for government

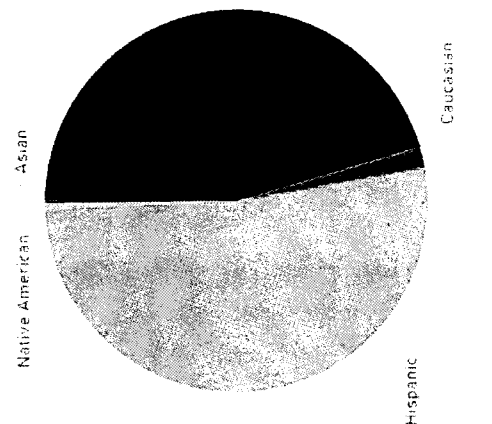
Contract Compliance
Certification Management
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Prevailing Wage

B2G NOW

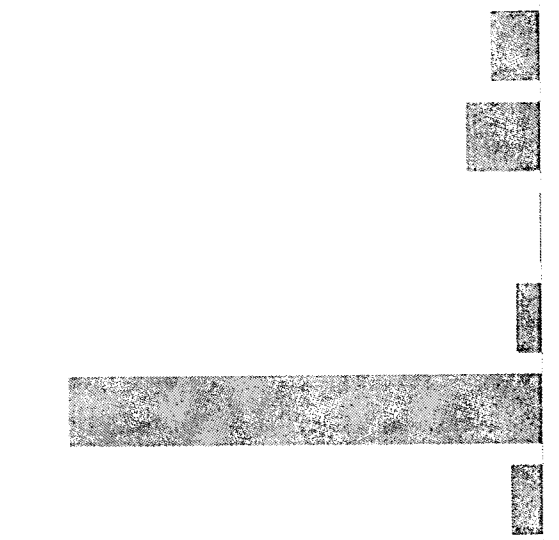
Contract Reporting



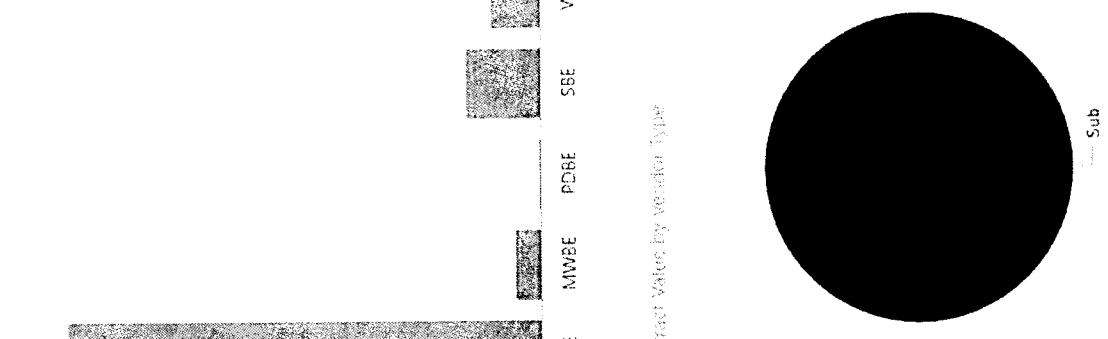
Original Subcontract Value by Ethnicity



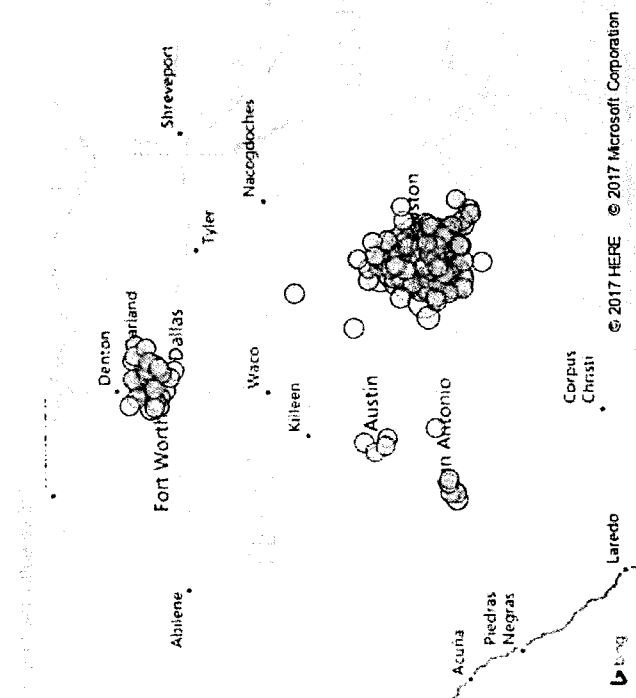
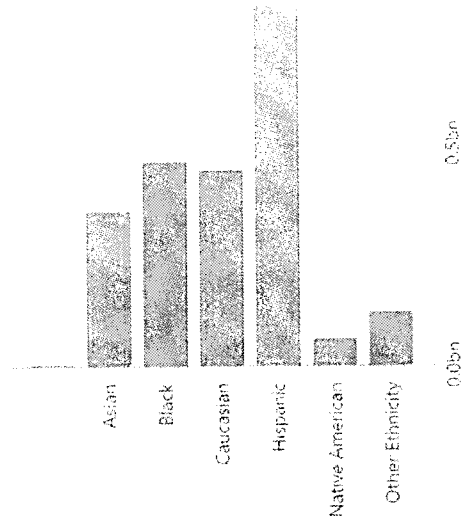
Amount Paid by Goal Type



Subcontract Value by Vendor Type

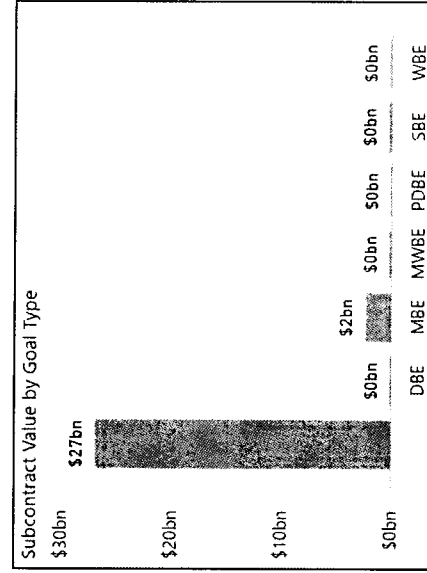
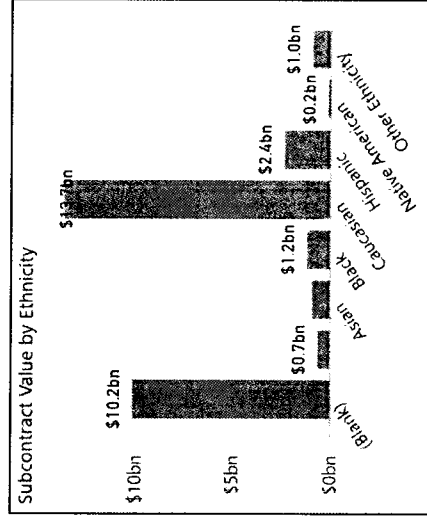
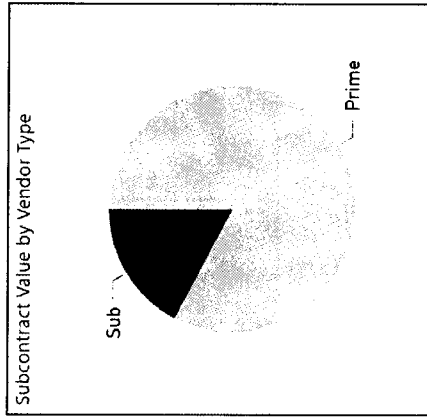
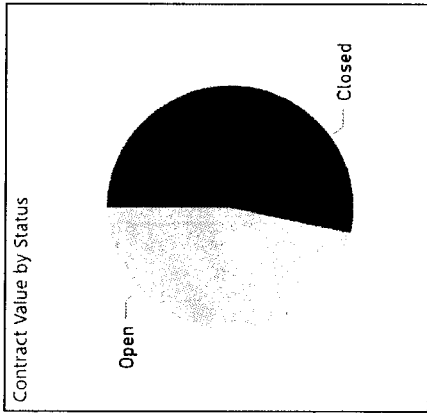


Amount Paid by Ethnicity



Business Name

Business Name	Certifications	Ethnicity	For Credit	State
AS IS PHOTOS	DBE, WBE	Caucasian	True	TX
Company Solid Integrity Packaging Inc	DBE, WBE	Caucasian	True	TX
216 Resources, Inc	DBE, MBE, SBE, WBE	Black	True	TX
24/7 Logistics, LLC	DBE, MBE	Black	True	TX
2K Design Services, LLC	SBE, WBE	Caucasian	True	TX
2M Business Products, Inc	MBE	Asian	True	TX
3 Brothers Enterprises LLC	MBE, SBE	Black	True	TX
3G Controls, Inc.	MBE, SBE	Hispanic	True	TX
3I Contracting, LLC	MBE, SBE	Other Ethnicity	True	TX
4 W Solutions Inc.	DBE, MBE, WBE	Black	True	TX
4b Technology Group, LLC	DBE, WBE	Caucasian	True	TX
4N International Corporation	MBE	Asian	True	TX
4Site Civil Engineering, LP	MBE	Hispanic	True	TX
5M Rope & Supply, LLC		Asian	True	TX
600 Kenrick Drive, Suite C-29		Black	True	TX
7 Electric, LLC		Hispanic	True	TX
A & A Trucking LLC	DBE, MBE, SBE	Hispanic	True	TX
A & B Services		Caucasian	True	TX



Contract Number	Contract Title	Status	Start Date	End Date	Contract Value	Vendor Type	Business Name	Goal Type	Subcontract V...
C61860	A Real Estate Marketing Agreement...	Closed	08/31/2005	02/28/2006	\$0.1	Prime	Albert "Al" Luna III Attorney At Law	MBE	\$0.1
C73836	Collection of city delinquent ad valorem taxes and other legal services. (extended until 12/2013)	Closed	05/12/2010	06/30/2013	\$1	Sub	Campos Communications, Inc.	MBE	\$0.01
C61860	Contract for Dental Indemnity Plan for employees, retirees, and their dependents. C61860.	Closed	03/01/2006	04/30/2011	\$1	Sub	NCA Investigations, Inc.	MBE	\$0.01
C61861	Contract for Dental DHMO Plan for employees, retirees, and their dependents.	Closed	03/01/2006	04/30/2011	\$1	Sub	Rita's Tape Media LLC	MBE	\$0.01
4600007210	REVENUE - Sale of Scrap Metal Material for Various Departments. LC-R-0739-...	Closed	10/01/2003	01/08/2009	\$1	Prime	Robinson Law Group, PLLC	MBE	\$0.01
4600007223	Revenue-Utility Services (Electrical and Plumbing Services forExhibitors) TC-5-0737-053-20758.....C57179.	Closed	07/27/2005	10/28/2010	\$1	Sub	Barry Barnes & Associates, PLLC	MBE	\$0.02
4600010181	Surplus Vehicle Auctioneering Services for the Finance Department. S30-L23400	Closed	01/27/2010	01/29/2015	\$1	Sub	Law Office of Darryl B. Carter	MBE	\$0.03
						Prime	Office Effects, Inc.	MBE	\$0.03
						Sub	Senfronia Thompson Law Office	MBE	\$0.04
						Prime	Linebarger, Goggan, Blair and Sampson...	MBE	\$0.76
						Sub	Langrand and Company, LLC	MBE	\$0.05
						Prime	Gurrola Reprographics, Inc.	MBE	\$0.07
						Sub	United HealthCare Insurance Compa...	MBE	\$0.85
						Prime	Gurrola Reprographics, Inc.	MBE	\$0.07
						Prime	United HealthCare Insurance Compa...	MBE	\$0.85
						Sub	G & P Linecords And Fones	MBE	\$0.98
						Sub	Lee Printing Company	MBE	\$0.01
						Sub	EDH Plumbing Contractors, LLC	MBE	\$0.04
						Prime	Energy Electric Supply Inc.	MBE	\$0.07
						Sub	City Office Supply, Inc.	MBE	\$0.85
						Sub	Metro Supply	MBE	\$0.05

Select Vendor

- 21st Century Manufacturing, Inc.
- Aalco Manufacturing Company
- AMR Welding and Manufacturing, LLC
- ATR Transmission Remanufacturing, Inc.
- B & B Manufacturing Company, Inc.
- BIG CITY MANUFACTURING INC
- Box Gang Manufacturing
- Casteel Manufacturing, Inc.
- CNI Manufacturing, LLC
- Continental Equipment Manufacturing Co., Inc.
- DeBorough Manufacturing Company
- Eder Flag Manufacturing
- FSF Manufacturing, Inc.
- G&H Diversified Manufacturing
- General Body Manufacturing Co.
- GST Manufacturing, Ltd
- L. F. Manufacturing, Inc.
- Lonestar Prestress Manufacturing, Inc.
- Manufacturing Global Resources
- Manufacturing Sales & Services LLC
- Medical Uniform Manufacturing, Inc.
- Palmer Manufacturing & Tank Inc.
- Petersen Manufacturing Company, Inc.
- PIONEER MANUFACTURING COMPANY INC
- PROMAXIMA MANUFACTURING LTD
- Q.S.D. Manufacturing, Inc.
- RAY ALLEN MANUFACTURING LLC
- S & S Manufacturing Co., Inc.
- Sauder Manufacturing Company
- Schroer Manufacturing, LLC
- Trussway Manufacturing, LLC
- Veteran Supply & Manufacturing, LLC
- WE Manufacturing & Controls
- Weimar Manufacturing Co.
- Weimer Manufacturing Co.
- WSI Manufacturing
- XtraLight Manufacturing, Ltd.

Contracts as Prime Contractor

Contract Number	Contract Title	Status	Start Date	Contract Category	Compliance Contact	Contract Value
597-N25875/2	Truck Bodies and Equipment Options for Various De...	Open	12/07/2016		PENNIE GOODIE	\$544,032
4500131502	Purchase Electrical Circuit Breakers for the PWE Dep...	Closed	12/08/2010	Materials/PWE	Kim Giddinge	\$156,066.66
4500089535	Purchase Vehicle Conversion Services for the Housto...	Closed	03/25/2009	Police	Barbara Paul	\$149,925
4500092468	PC4500092468 - Installation and Fabrication of Profe...	Closed	05/06/2009	Library	Delisa L. Birdwell	\$134,622
4500110561	Truck Body and Trailer for the PWE Department	Forecast	12/29/2009		Barbara Paul	\$13,070

Contracts as Subcontractor

Contract Number	Contract Title	Work Description	Goal Type	Compliance Contact	Subcontract Value
4500090919	Formal Bids Received for Medium and Heavy-Duty Cab...		MBE	Barbara Paul	\$241,017.1
4500106068	PC4500106068 - Police Academy Facility Improvements...	lockers		Zachary Isaacs	\$57,322
4500111624	Automobiles, Vans, Utility Vehicles, and Light-Duty Truc...		MBE	Barbara Paul	\$5,982.09
4500111713	Automobiles, Vans, Utility Vehicles, and Light-Duty Truc...		MBE	Barbara Paul	\$27,103.61
4500111718	Automobiles, Vans, Utility Vehicles, and Light-Duty Truc...		MBE	Barbara Paul	\$6,351.9
4500119902	Formal bids Received for Light, Medium, and Heavy-Du...		MBE	Barbara Paul	\$34,275
4500119943	Light, Medium, and Heavy-Duty Cabs & Chassis and Tru...		WBE	Barbara Paul	\$101,970
4500138193	Automobiles, Vans, Utility Vehicles, and Light-Duty Truc...	Installation of Vehicle	WBE	Barbara Paul	\$19,417.65
4500138283	Automobiles, Vans, Utility Vehicles, and Light-Duty Truc...	Installation of Vehicle	WBE	Barbara Paul	\$40,900.00
Total					\$16,889,442.52

All Payments

Contract Number	Vendor Type	Goal Type	Audit Period	Amount Paid
4500202251	Sub	MWBE	2017/06	\$297,689
			2015/01	\$207,855.4
			2017/05	\$200,545
			2017/04	\$146,163.27
			2017/03	\$141,084
			2015/09	\$110,280.07
			2015/02	\$90,578.67
			2015/05	\$86,606
			2016/05	\$86,606
			2016/08	\$83,018
			2014/09	\$76,728
			2016/02	\$75,962.1
			2016/04	\$64,293
			2015/11	\$64,026
			2016/01	\$61,424
			2014/12	\$53,728
			2014/11	\$48,725
			2015/04	\$44,744
			2015/07	\$35,852

Contact Data

Owner	Phone	Email
	2278279	racunajr@global-services-mfg.com

Address

Address	City	State	ZIP
P.O. Box 777	Wiemer	TX	78962

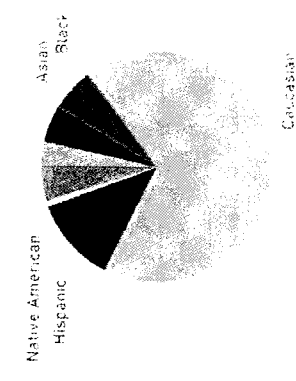
Certification Data

Ethnicity	Gender	Certifications
	Male	

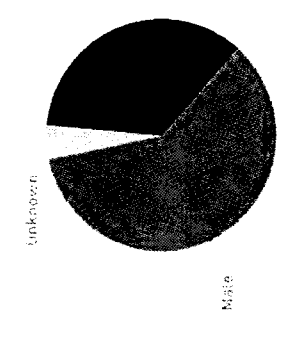
All Vendors With Contracts

Business Name	Ethnicity	Gender	Certifications	State	Subcontract Value	Amount Paid
AS IS PHOTOS	Caucasian	Female	DBE, WBE	TX	\$112,638.61	\$118,324.4
#1 Cleaning Specialist Company	Hispanic	Female		TX	\$49,479.21	\$0
Company Solid Integrity Packaging, Inc.	Caucasian	Female		TX	\$139,238.98	\$119,856.92
2 Tco Services, Inc.	Black	Male		TX	\$0	\$0
216 Resources, Inc	Black	Female	DBE, MBE, SBE...	TX	\$1,788,093.46	\$694,539.79
21st Century Manufacturing, Inc.	Caucasian	Female		TX	\$249,382.5	\$0
24/6 Logistics, LLC	Black	Male	DBE, MBE	TX	\$2,500.54	\$2,850
24/7 Plumbing Services, LLC	Caucasian	Male		TX	\$698,000	\$668,996.98
2K Design Services, LLC	Caucasian	Female	SBE, WBE	TX	\$179,150	\$387,259.81
2M Business Products, Inc.	Asian	Male		TX	\$186,319.74	\$182,403.23
3 Brothers Enterprise LLC	Black	Male		TX	\$0	\$42,786
3 Brothers Enterprises LLC	Black	Male	MBE	TX	\$0	\$93,453.13
31-W Insulation Co., Inc.	Caucasian	Male		TX	\$151,702	\$0
3G Controls, Inc.	Hispanic	Male	MBE, SBE	TX	\$729,695.7	\$465,371.1
3i Contracting, LLC	Other Ethnicity	Male	MBE, SBE	TX	\$0	\$87,011
3J Construction LLC	Hispanic	Male		TX	\$63,851.7	\$0
3M Company, Inc.	Male	Male		TX	\$6,285,260.11	\$4,311,271.92
3M Security System	Caucasian	Male		MN	\$35,181	\$0
3MB Interior Plus, LLC	Black	Female	DBE, MBE, WBE	TX	\$19,560	\$0
4 BROTHERS FLOORING	Hispanic	Male		TX	\$0	\$0
4 W Solutions, Inc.	Black	Female	DBE, MBE, WBE	TX	\$138,751.85	\$0
4b Technology Group, LLC	Caucasian	Female	DBE, WBE	TX	\$8,429,558.7	\$7,091,161.77
4D Signwork, LLC.	Other Ethnicity			TX	\$16,485.69	\$5,978.73
4N-International Corporation	Asian	Male		TX	\$536,533.86	\$4,521.07
4Site Civil Engineering, LP	Hispanic	Male	MBE	TX	\$198,180.96	\$257,387
5M Rope & Supply, LLC	Asian	Male		TX	\$18,640,676.16	\$25,764,456...
600 Kenrick Drive, Suite C-29	Black	Female		TX	\$5,291,954.25	\$230,167.53
7 Electric, LLC	Hispanic	Male		TX	\$2,759	\$4,566.6
A A&T, Inc.	Hispanic	Male		TX	\$0	\$0
A & A Excavations	Hispanic	Male		TX	\$13,580	\$13,580
A & A Fence & Iron	Caucasian	Male		TX	\$63,410	\$0
A & A Masonry, Inc.	Caucasian	Male		TX	\$368,000	\$36,450
A & A Trucking LLC	Hispanic	Male	DBE, MBE, SBE	TX	\$1,282,915.16	\$93,444.35
A & B Environmental Services, Inc.	Asian	Male	DBE, MBE	TX	\$4,399,492.99	\$1,818,735.62
A & B Services	Caucasian	Female		TX	\$67,545.3	\$140,068.61
A & C Environmental Solutions, Inc.	Hispanic	Male		TX	\$462,659.44	\$341,116.4
A & C Plastics, Inc.	Caucasian	Female	WBE	TX	\$51,194	\$70,487.08
A & E Remodeling	Hispanic	Male		TX	\$9,315	\$0
A & F Elevator Company, Inc.	Caucasian	Female		TX	\$260,770	\$0
A & G Eberhardt Enterprises, Inc.	Caucasian	Female		TX	\$142,987.85	\$115,370.8
A & G MASONRY, LLC	Black	Female		TX	\$1,281,571.16	\$1,261,920.27
A R Electrical Contractor Commission	Caucasian	Female		TX	\$0	\$724,169.66

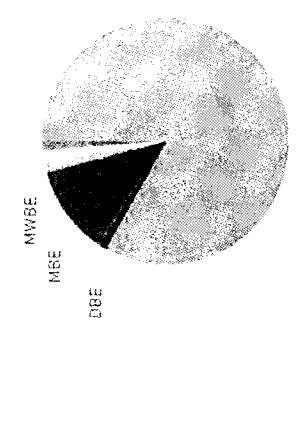
Subcontract Value by Ethnicity



Subcontract Value by Gender

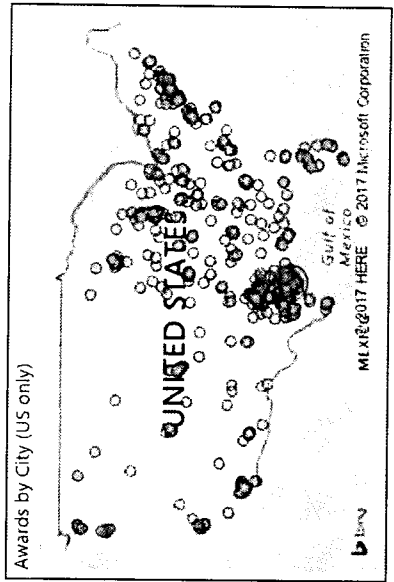


Subcontract Value by Goal Type



Vendor Type
Prime
Sub

State
Select All
DC AK AL AR AZ BC CA CN CO CT DE FL GA IA ID IL



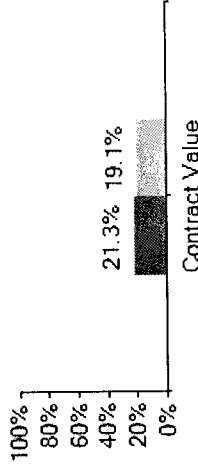
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Department Dashboard

All Departments

Number of Contracts **561**
 Total Contract Value **\$1,610,377,054**
 Total Payments **\$131,836,178**
 Total Payments For Credit **\$25,174,536**
 Goal **21.33%**
 Utilization **19.10%**

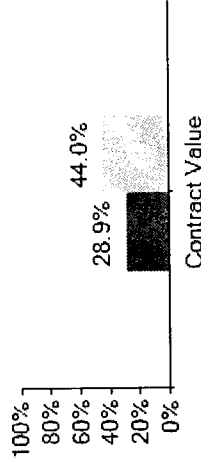
Goal vs Utilization



Aviation

Number of Contracts **23**
 Total Contract Value **\$781,009,884**
 Total Payments **\$11,805,864**
 Total Payments For Credit **\$5,196,265**
 Goal **28.93%**
 Utilization **44.01%**

Goal vs Utilization



Contract Number	Contract Title	Business Name	Date Start	Date End	Status	Contract Value	Payments to Prime	Payments For Credit	Goal	Util.
4600010804	Professional Consulting Services for	Roger H. Bates	2/2/2011	2/2/2012	Open	\$500,000	\$12,125	\$0	20.0%	0.0%
4600011068	Central Plant Upgrades at IAH,	SpawGlass Construction	8/10/2011	8/10/2014	Open	\$1,923,540	\$433,092	\$33,368	30.0%	7.7%
4600010910	Professional Consulting Services	Greater Houston Partnership	4/27/2011	4/30/2012	Open	\$376,500	\$60,695	\$4,201	15.0%	6.9%
4600010784	Administration of the City's Civic Art	Houston Arts Alliance	1/19/2011	1/10/2012	Open	\$252,200	\$226,295	\$13,529	5.0%	6.0%
4600011071	EPO Project No. 622 A-00091-0009-4-	Comfort Systems USA (South	7/5/2011	1/21/2012	Open	\$18,751,077	\$9,919,520	\$4,943,921	33.0%	49.8%
4600011221	Professional Services for Houston	Bay Area Houston Economic	9/28/2011	9/28/2014	Open	\$150,000	\$12,500	\$0	7.0%	0.0%
4600010856	Spheres, Reflective Glass for the HAS.	Potters Industries, Inc., d/b/a	3/2/2011	3/17/2016	Open	\$2,333,741	\$271,540	\$0	0.0%	0.0%
4600011084	Engineering Services in Support of	BURNS & MCDONNELL	7/20/2011	7/20/2012	Open	\$98,485	\$24,000	\$0	0.0%	0.0%
4600010763	Business Class Public View Standard	Comcast Of Houston Llc	5/17/2011	5/17/2016	Open	\$563,287	\$45,078	\$0	0.0%	0.0%
4600011148	Inter-Terminal Train System	JOHN BEAN TECHNOLOGIES	8/17/2011	8/17/2014	Open	\$11,814,276	\$327,217	\$21,673	15.0%	6.6%
4600010845	Aviation #676 - Professional Noise	C & S Engineers Inc.	3/23/2011	3/23/2012	Open	\$2,500,000	\$47,990	\$2,731	26.0%	5.7%
4600011081	New Air Traffic Control Tower at	AECOM Technical Services, Inc.	8/3/2011	8/3/2013	Open	\$826,313	\$0	\$0	20.9%	0.0%
4600011082	Airfield Marking Paint for the	LBS Enterprises, LLC	7/6/2011	7/12/2016	Open	\$1,683,028	\$65,139	\$0	0.0%	0.0%
4500134361	New Carpet Including Installation for	Twin Flooring & Finishes LLC	1/26/2011	1/26/2012	Open	\$209,004	\$0	\$0	5.0%	0.0%
4600010843	Advertising, Marketing and Public	Burson-Marsteller, LLC	3/9/2011	3/9/2012	Open	\$928,500	\$274,973	\$18,460	15.0%	6.7%
4600011050	Customer Satisfaction Surveys for	Research Horizons, LLC	8/11/2011	8/11/2016	Open	\$914,000	\$85,699	\$15,078	17.0%	17.6%
TIP 800	Continental/United Airlines Airport	Continental/United Airlines	8/11/2011	8/31/2014	Open	\$689,000,000	\$0	\$0	30.0%	0.0%

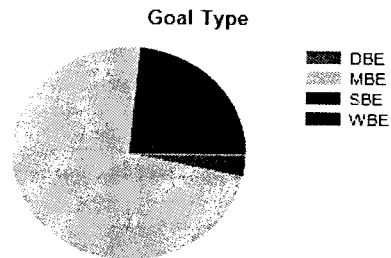
Contractor Payment Summary

Total Paid: \$86,808,622

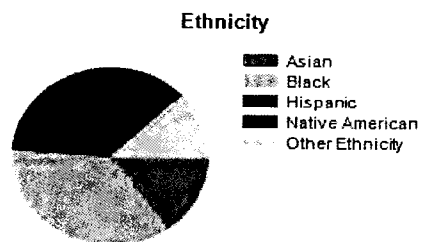
Total For Credit: \$12,637,015

List of primes and subcontractors that received payment between 12/1/2011 and 12/31/2011.

Goal Type	Payments For Credit
DBE	\$433,704
MBE	\$9,217,902
SBE	\$2,331,492
WBE	\$653,917



Ethnicity	Payments For Credit
Asian	\$1,538,757
Black	\$3,648,879
Caucasian	\$2,465,665
Hispanic	\$3,543,364
Native American	\$201,544
Other Ethnicity	\$1,238,807



Gender	Payments For Credit
Male	\$8,112,519
Female	\$4,524,496

State	Payments For Credit
TX	\$12,637,015

City	Payments For Credit
Addision	\$62,685
Bellaire	\$8,564
Carrollton	\$48,039
Cedar Park	\$16,448
Conroe	\$129,579
Crosby	\$161,229
Cypress	\$71,050
Dallas	\$67,759
Deer Park	\$761,556
Galveston	\$5,587
Grapevine	\$100
Highlands	\$24,802
Hockley	\$24,646
Houston	\$8,785,803
Humble	\$222,480
Katy	\$46,445
Kingwood	\$69,939
La Porte	\$793,381
League City	\$7,546
Magnolia	\$126,569
Missouri City	\$41,373
Montgomery	\$2,663
New Caney	\$103,904
Pasadena	\$26,059

Contractor Payment Summary

List of primes and subcontractors that received payment between 12/1/2011 and 12/31/2011.

Business Name	City	State	Goal Type	Ethnicity	Gender	Payments	Payments For Credit
2K DESIGN SERVICES, LLC	SPRING	TX	SBE	Caucasian	Female	\$7,265	\$7,265
3D/INTERNATIONAL, INC.	HOUSTON	TX				(\$3,000)	\$0
3G CONTROLS, INC.	HOUSTON	TX		Hispanic	Male	\$79,068	\$0
3M COMPANY, INC.	ST PAUL	MN			Male	\$280	\$0
4B TECHNOLOGY GROUP, LLC	HOUSTON	TX		Caucasian	Female	\$49,349	\$0
A & B ENVIRONMENTAL SERVICES, INC.	HOUSTON	TX	MBE	Asian	Male	\$16,502	\$16,502
A & H ELECTRICAL SERVICES CORPORATION	GRAPEVINE	TX		Caucasian	Female	\$15,817	\$0
A & R ENGINEERING AND TESTING, INC.	HOUSTON	TX		Hispanic	Male	\$6,300	\$0
A & S ENGINEERS, INC.	HOUSTON	TX			Male	(\$288)	\$0
A CARING SAFE PLACE, INC.	HOUSTON	TX				\$27,792	\$0
A&M ENVIRONMENTAL, LLC	HOUSTON	TX	SBE	Other Ethnicity	Male	\$20,000	\$20,000
A.J.J.A. TRUCKING, INC.	HOUSTON	TX	DBE	Hispanic	Male	\$34,071	\$34,071
A-1 PERSONNEL OF HOUSTON, INC.	HOUSTON	TX		Asian	Female	\$807,820	\$0
AAA ASPHALT PAVING, INC.	HOUSTON	TX		Other Ethnicity	Male	(\$10,975)	\$0
AAA FIRE EQUIPMENT CO	HOUSTON	TX				\$479	\$0
AABBOTT-MICHELLI TECHNOLOGIES, INC.	HOUSTON	TX				\$4,233	\$0
AAR INCORPORATED	HOUSTON	TX		Caucasian	Male	\$66,876	\$0
ABILITIES UNLIMITED, INC.	HOUSTON	TX	MBE	Caucasian	Female	\$162,079	\$162,079
ABITIBI-CONSOLIDATED CORP.	HOUSTON	TX				\$23,428	\$0
ABOVE THE RIM PLUMBING, LLC	CONROE	TX	SBE	Black	Male	\$89,300	\$89,300
ABSOLUTE COLOR, LTD.	HOUSTON	TX	MBE	Asian	Male	\$768	\$768
ACCESS DATA SUPPLY, INC.	HOUSTON	TX	MBE	Black	Female	\$265,753	\$265,753
ACS MECHANICAL SERVICES, INC.	SPRING	TX	MBE	Hispanic	Male	\$8,889	\$8,889
ACS STATE AND LOCAL SOLUTIONS, INC.	FAIRFAX	VA				(\$14,016)	\$0
ACT PIPE & SUPPLY INC	HOUSTON	TX		Caucasian	Male	\$93,400	\$0
ADA RESOURCES, INC.	HOUSTON	TX				(\$15,000)	\$0
ADMIRAL GLASS COMPANY	HOUSTON	TX				\$8,565	\$0
ADOBE EQUIPMENT HOUSTON, LLC	HOUSTON	TX				\$12,438	\$0
ADVACS, INC.	HOUSTON	TX	MBE	Black	Male	\$7,048	\$7,048
ADVANCED OVERHEAD CRANE SERVICES	CROSBY	TX		Caucasian	Male	\$3,443	\$0
ADVANCED PUBLIC SAFETY, INC.	DEERFIELD BEACH	FL				\$70,443	\$0
ADVANTAGE MANHOLE & CONCRETE SERVICES, INC.	HOUSTON	TX	SBE	Caucasian	Female	\$6,005	\$6,005
ADVANTAGE WIPING MATERIALS	HOUSTON	TX	MBE	Caucasian	Female	\$576	\$576
AECOM TECHNICAL SERVICES, INC.	HOUSTON	TX				\$225,560	\$0
AECOM USA GROUP, INC.	HOUSTON	TX				\$31,272	\$0
AETNA LIFE INSURANCE COMPANY	SUGAR LAND	TX				(\$161,678)	\$0
AFS/TFC JOINT VENTURE	HOUSTON	TX		Caucasian	Male	\$221,087	\$0
AGGREGATE TECHNOLOGIES, INC.	HOUSTON	TX	SBE	Other Ethnicity	Male	\$452	\$452
AGUNDEZ INC.	HOUSTON	TX	MBE	Hispanic	Male	\$1,583	\$1,583
AIA ENGINEERS, LTD.	HOUSTON	TX	MBE	Asian	Male	\$80,896	\$83,860
AIDS FOUNDATION HOUSTON, INC.	HOUSTON	TX				\$29,033	\$0
AIR PRODUCTS AND CHEMICALS, INC.	ALLENTOWN	PA				\$80,741	\$0
AIRGAS-SOUTHWEST, INC.	HOUSTON	TX				\$2,992	\$0
AIRPORT LIGHTING SYSTEMS, INC.	GRAPEVINE	TX	DBE	Caucasian	Female	\$100	\$100
ALAN PLUMMER ASSOCIATES, INC.	HOUSTON	TX				\$24,467	\$0
ALBERT "AL" LUNA III, ATTORNEY AT LAW	HOUSTON	TX	MBE	Hispanic	Male	\$4,000	\$4,000
ALFRED M. TORRES, JR. D/B/A R & A BUILDING SPECIALISTS, INC.	HOUSTON	TX		Hispanic	Male	\$34,371	\$0
ALL STATE GROUND WATER CONTROL, INC.	HOUSTON	TX		Asian	Male	\$23,233	\$0
ALLIANCE LABORATORIES, INC.	HOUSTON	TX		Caucasian	Male	\$10,382	\$0
ALLIED ENERGY RESOURCES CORPORATION	HOUSTON	TX	MBE	Black	Male	\$1,154,832	\$1,154,832
ALLIED POWER MART, INC.	SPLENDORA	TX	WBE	Caucasian	Female	\$2,452	\$2,452
ALLIED WASTE HOUSTON SERVICES GROUP	HOUSTON	TX				\$116,109	\$0
ALLPRINT & OFFICE SUPPLY, INC.	HOUSTON	TX	MBE	Asian	Male	\$70	\$70
ALL-TERRA MATERIALS TESTING, INC.	HOUSTON	TX		Black	Male	\$12,457	\$0
ALPHA INSULATION & WATERPROOFING, INC	UNIVERSAL CITY	TX		Asian	Male	\$7,079	\$0
ALTIVIA CORPORATION	HOUSTON	TX		Hispanic	Male	\$616,063	\$0
ALVAREZ & MARSAL	HOUSTON	TX				\$128,025	\$0
AMANI ENGINEERING, INC.	HOUSTON	TX	MBE	Asian	Male	\$212,688	\$128,726
AMBIEE ENGINEERS, INC.	HOUSTON	TX	MBE	Asian	Male	\$1,400	\$1,400
AMBU, INC.	GLEN BURNIE	MD				\$6,183	\$0
AMERICAN PARKS COMPANY	PROSPER	TX		Caucasian	Male	\$8,572	\$0
AMPAC CHEMICAL COMPANY, INC.	HOUSTON	TX	MBE	Asian	Female	\$67,361	\$67,361
ANGEL BROTHERS ENTERPRISES, LTD.	BAYTOWN	TX				\$290,263	\$0

Expenditure Summary by Type and Ethnicity
Activity Period: August 1, 2009 through August 31, 2009

Construction - Goal: 30%

Ethnic Summary:	AFRICAN AMERICAN	ASIAN AMERICAN	HISPANIC AMERICAN	NATIVE AMERICAN	OTHER MINORITY	WHITE FEMALE	NON-MWBE	Commit Total	% MWBE Participation
Commit Amount	\$2,586,888	\$186,965	\$22,276,392	\$23,044	\$76,137	\$11,292,205	\$52,275,615	\$88,717,247	
Payment Amount	\$197,697	\$24,876	\$1,655,079	\$4,500	\$59,859	\$1,176,485	\$6,254,862	\$9,373,357	
Percent Payment to Total Payment	2.1%	0.3%	17.7%	0.0%	0.6%	12.6%	66.7%	100.0%	33.2%

Professional Services - Goal: 27%

Ethnic Summary:	AFRICAN AMERICAN	ASIAN AMERICAN	HISPANIC AMERICAN	NATIVE AMERICAN	OTHER MINORITY	WHITE FEMALE	NON-MWBE	Commit Total	% MWBE Participation
Commit Amount	\$29,787,426	\$5,239,296	\$29,278,289	\$630,109	\$893,784	\$10,874,865	\$181,281,248	\$257,985,017	
Payment Amount	\$1,043,400	\$189,219	\$465,349	\$0	\$9,187	\$318,534	\$2,686,653	\$4,712,342	
Percent Payment to Total Payment	22.1%	4.0%	9.9%	0.0%	0.2%	6.8%	57.0%	100.0%	43.0%

Goods and Services - Goal: 25%

Ethnic Summary:	AFRICAN AMERICAN	ASIAN AMERICAN	HISPANIC AMERICAN	NATIVE AMERICAN	OTHER MINORITY	WHITE FEMALE	NON-MWBE	Commit Total	% MWBE Participation
Commit Amount	\$37,069,640	\$36,360,106	\$18,650,201	\$1,550,336	\$2,387,005	\$26,598,740	\$322,248,640	\$444,864,668	
Payment Amount	\$1,143,679	\$753,170	\$314,456	\$16,698	\$3,023	\$621,827	\$7,250,039	\$10,102,891	
Percent Payment to Total Payment	11.3%	7.5%	3.1%	0.2%	0.0%	6.2%	71.8%	100.0%	28.2%

Purchase Orders

Ethnic Summary:	AFRICAN AMERICAN	ASIAN AMERICAN	HISPANIC AMERICAN	NATIVE AMERICAN	OTHER MINORITY	WHITE FEMALE	NON-MWBE	Commit Total	% MWBE Participation
Commit Amount	\$13,916	\$2,357	\$21,631	\$8,935	\$0	\$51,020	\$630,413	\$728,271	
Payment Amount	\$13,916	\$2,357	\$21,631	\$8,935	\$0	\$51,020	\$630,413	\$728,271	
Percent Payment to Total Payment	1.9%	0.3%	3.0%	1.2%	0.0%	7.0%	86.6%	100.0%	13.4%

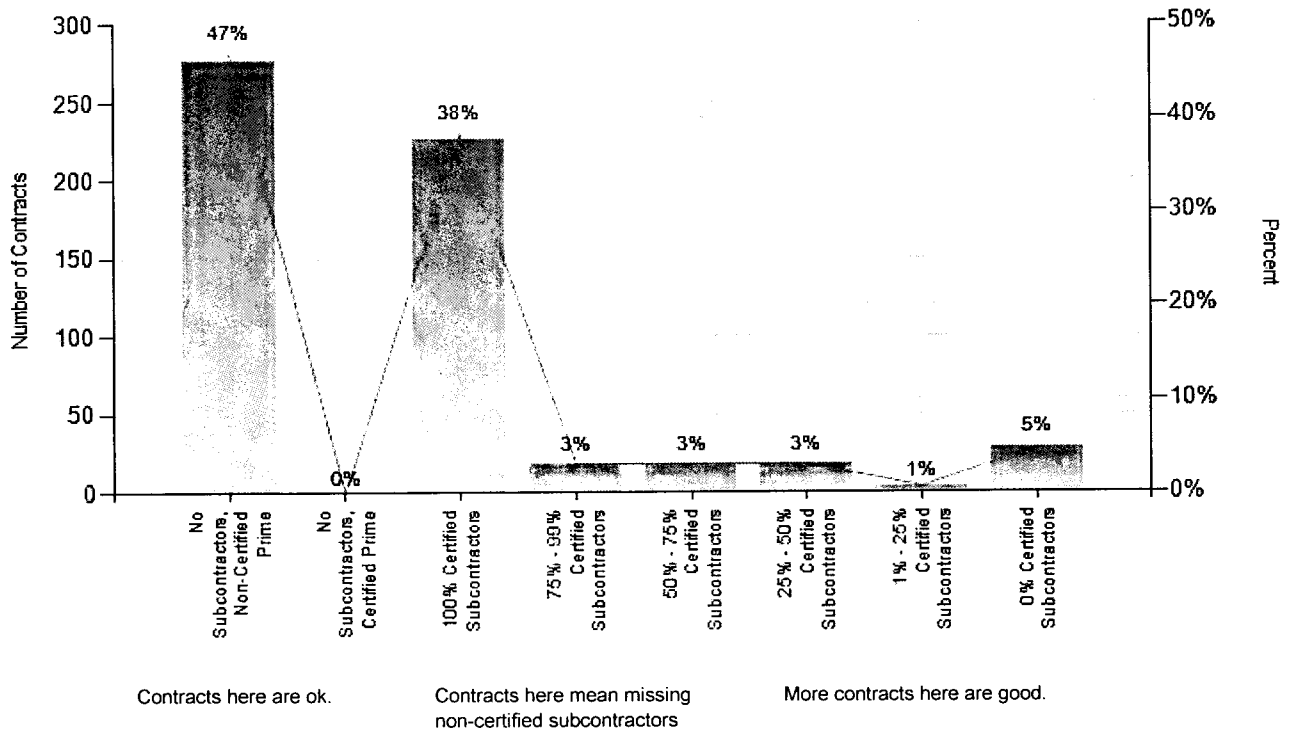
Summary of All Categories

Ethnic Summary:	AFRICAN AMERICAN	ASIAN AMERICAN	HISPANIC AMERICAN	NATIVE AMERICAN	OTHER MINORITY	WHITE FEMALE	NON-MWBE	Commit Total	% MWBE Participation
Commit Amount	\$69,457,871	\$41,788,725	\$70,226,513	\$2,212,424	\$3,356,926	\$48,816,830	\$556,435,916	\$792,295,204	
Payment Amount	\$2,398,691	\$969,623	\$2,456,514	\$30,132	\$72,068	\$2,167,865	\$16,821,967	\$24,916,861	
Percent Payment to Total Payment	9.6%	3.9%	9.9%	0.1%	0.3%	8.7%	67.5%	100.0%	32.5%

Disparity Study - Contract Statistics

Category	# Contracts	% Total	Award Value	Payments
Total Contracts	589		\$1,610,377,054	\$131,836,178
No Subcontractors, Non-Certified Prime	277	47.03%	\$901,321,839	\$22,445,327
No Subcontractors, Certified Prime	0	0.00%	\$0	\$0
100% Certified Subcontractors	226	38.37%	\$497,887,363	\$55,922,902
75% - 99% Certified Subcontractors	18	3.06%	\$61,917,723	\$22,839,491
50% - 75% Certified Subcontractors	18	3.06%	\$56,785,462	\$11,288,563
25% - 50% Certified Subcontractors	18	3.06%	\$49,670,727	\$11,049,610
1% - 25% Certified Subcontractors	4	0.68%	\$8,873,115	\$3,386,480
0% Certified Subcontractors	28	4.75%	\$33,920,825	\$4,903,805

The categories in the table above reference the proportion of certified, for credit subcontractors relative to the total number of subcontractors on a contract. Generally speaking, a complete database that is "disparity study ready" is more heavily weighted towards the lower end, e.g. less than 50% certified subcontractors. A database where most contracts have all certified subcontractors is incomplete.



Department Summary

Contracts Awarded between 1/1/2011 and 9/1/2011

Report run 8/24/2011

Department	Number Contracts	Contract Award	Goal Amount	Goal %	Payments to Prime	For Credit Payments	Participation %
Denver 2008 Bond - DBD Project Management	1	\$516,675	\$145,031	28.1%	\$0	\$0	0.0%
Denver Botanic Gardens	1	\$532,708	\$186,448	35.0%	\$91,918	\$80,545	87.6%
Denver Engineering	64	\$34,464,851	\$4,309,085	12.5%	\$7,413,052	\$516,739	7.0%
Denver Facilities Planning & Management	13	\$1,640,642	\$271,309	16.5%	\$281,363	\$0	0.0%
Denver General Services	26	\$904,603	\$534,965	59.1%	\$73,603	\$13,133	17.8%
Denver Health Medical Center Authority	1	\$99,300	\$8,659	8.7%	\$0	\$0	0.0%
Denver International Airport	12	\$38,243,417	\$4,147,109	10.8%	\$665,027	\$425,521	64.0%
Denver Library	2	\$6,397,100	\$1,294,239	20.2%	\$155,077	\$1,069	0.7%
Denver Parks & Recreation	23	\$8,255,573	\$1,997,425	24.2%	\$789,720	\$169,773	21.5%
Denver Police	1	\$22,896,914	\$5,495,259	24.0%	\$5,135,942	\$0	0.0%
Denver Street Maintenance PW	9	\$24,232,573	\$4,041,969	16.7%	\$1,000,582	\$75,700	7.6%
Denver Theaters and Arenas	1	\$346,855	\$0	0.0%	\$349,413	\$0	0.0%
Denver Transportation Division	7	\$224,865	\$12,738	5.7%	\$81,238	\$3,674	4.5%
Denver Wastewater Management Division	12	\$7,297,739	\$1,348,638	18.5%	\$1,392,842	\$86,217	6.2%
Totals:	173	\$146,053,815	\$23,792,873	16.3%	\$17,429,775	\$1,372,371	7.9%

Contract Details

Award Date Range: 1/1/2009 to 8/31/2009

20071

Contract # **CE82087**

Description **Alameda Ave./Cherry Creek S. Drive from University to Colorado**

Department **Denver Engineering**

Category **Professional Services**

Type **M/WBE**

Compliance **Jennifer Zacker**

Goals Cte

Funding Src

Goals Cte Fed Participation **0.00%**
 NTP Date **1/1/2009** State Participation **0.00%**
 Start Date **1/1/2009** Local Participation **0.00%**
 End Date **1/1/2010**

Eng. Estimate
 Award Amount **\$785,000.00**
 Current Amount **\$785,000.00**
 Change Orders **\$0.00**
 Total Paid **\$211,028.17**
 % Complete **26.9%**

Goal % Goal \$ Paid-to-Date %
 0.0% \$0 \$0 0.0%
 12.0% \$94,200 \$29,355 13.9%
 0.0% \$0 \$0 0.0%
 0.0% \$0 \$0 0.0%
 0.0% \$0 \$0 0.0%

20071

Status: Open

Company Name	Contact Person	Role	Work Description	For Credit	Goal Type	% Towards Goal	Ethnicity	Award \$ Current \$	Award % Current %	Total Paid
PB AMERICAS	James Daves	Prime Contractor		No			Gender	\$785,000	100.0%	\$211,028
GOODBEE & ASSOCIATES, INC.	Lisa Goodbee	Subcontractor/Subconsultant		Yes	M/WBE	100.0%	Caucasian Female	\$15,700	2.0%	\$5,839
HARTWIG & ASSOCIATES, INC.	Marvinetta Hartwig	Subcontractor/Subconsultant		Yes	M/WBE	100.0%	Caucasian Female	\$196,250	25.0%	\$23,516
PINYON ENVIRONMENTAL ENG. RESOURCES, INC.	Lauren Evans	Subcontractor/Subconsultant		Yes	M/WBE	100.0%	Caucasian Female	\$15,700	2.0%	\$0
ROCKSOL CONSULTING GROUP, INC.	Saeid Saeb	Subcontractor/Subconsultant		Yes	DBE	100.0%	Other Male	\$31,400	4.0%	\$0
SCANLON SZYNSKIE GROUP, INC.	Sandra Scanlon	Subcontractor/Subconsultant		Yes	DBE	100.0%	Caucasian Female	\$15,700	2.0%	\$0
								\$15,700	2.0%	\$0
								\$15,700	2.0%	\$0

Contractor List

Contract 4600051651

#	Business Name	Sub Tier	Utilization Type	Utilization Percent	Sub Prime	Ethnicity	For Credit	Goal Type	Compliance Contact	Total Subcontract Value	Subcontract Value	Total Payments	Retained Payments	For Credit Payments
0	Preload, Inc.	0	Prime Contractor	100%	No		No		Cathy Zoldak					
1	Ahern Rentals	1	Subcontractor	100%	No		No		Kris Spicola	\$10,000	\$10,000	\$10,000	\$10,000	\$0
2	Brundage Bone Concrete Pumping	1	Subcontractor	100%	No		No		Robert Seals	\$10,000	\$10,000	\$10,000	\$10,000	\$0
3	Campbell Concrete & Materials, L.P.	1	Subcontractor	100%	No	Caucasian	No		D Weaver	\$294,772	\$294,772	\$294,772	\$294,772	\$0
4	Deep South Cranes and Rigging Company	1	Subcontractor	100%	No		No		Tommy Reed	\$10,000	\$10,000	\$10,000	\$10,000	\$0
5	DNA Trucking, Inc.	1	Subcontractor	100%	No	Hispanic	Yes	MBE	Arthur Pena	\$160,078	\$160,078	\$135,883	\$135,883	\$135,883
6	Hallmark Hose Organization, Inc.	1	Subcontractor	100%	No	Asian	Yes	MBE	Gopal Thakar	\$140,419	\$140,419	\$183,089	\$183,089	\$183,089
7	Indus Construction, L.P.	1	Subcontractor	100%	No	Asian	No		Ghulam Memon	\$0	\$0	\$60,848	\$60,848	\$0
8	Jimerson Underground, Inc.	1	Subcontractor	100%	No	Caucasian	Yes	MBE	Alicia Jimerson	\$722,224	\$722,224	\$976,099	\$976,099	\$976,099
9	Monmouth Rubber Corporation	1	Subcontractor	100%	No		No		John Bonforte	\$17,279	\$17,279	\$17,279	\$17,279	\$0
10	Pfeiffer & Son, Ltd.	1	Subcontractor	100%	No	Caucasian	No		Charlie Pfeiffer	\$88,800	\$88,800	\$88,800	\$88,800	\$0
11	Ramtool Supply Company of Texas	1	Subcontractor	100%	No		No		Bobby Anthony	\$54,607	\$54,607	\$54,607	\$54,607	\$0
12	Rebar Supply Company, Ltd.	1	Subcontractor	100%	No	Caucasian	Yes	SBE	Teresa Whorton	\$143,228	\$143,228	\$147,912	\$147,912	\$147,912
13	TCB Services	1	Subcontractor	100%	No	Black	Yes	MBE	Reginald Patrick	\$276,626	\$276,626	\$358,215	\$358,215	\$358,215
14	Unitron Products, Inc.	1	Subcontractor	100%	No		No		Daniel Ilich	\$14,737	\$14,737	\$14,737	\$14,737	\$0
15	Utility Supply Company	1	Subcontractor	100%	No		No		Curtis Porter	\$26,074	\$26,074	\$26,074	\$26,074	\$0
Number of Subcontractors											15	\$4,680,646	\$4,324,333	\$1,801,199

Subcontractor Payment Summary

List of credited subcontractors that received payment
between 1/1/2010 and 3/31/2010.

Total Paid: \$12,180,847

Business Name	City	State	Ethnicity	Gender	Payments
1Crome/CTIS, Inc.	Grand Prairie	TX	African-American (Black)	Female	\$4,822
2CMD, Inc.	Dallas	TX	Asian-Pacific American	Male	\$34,928
3i Construction LLC	Dallas	TX	African-American (Black)	Male	\$4,770
9 to 5 Office Product Center, Inc	DFW	TX	Hispanic American	Male	\$286
A.N.A. Consultants, L.L.C.	Fort Worth	TX	Caucasian (White)	Female	\$14,850
Abacus Environment, Inc.	Dallas	TX	Asian-Indian American	Male	\$12,873
ABC Fleet Service	Azle	TX	Caucasian (White)	Female	\$124,515
ABLe Communications, Inc	Grapevine	TX	Hispanic American	Male	\$26,993
Accuracy Plus, Inc	Fort Worth	TX	Caucasian (White)	Female	\$1,256
Ackley Martinez Company (The)	Dallas	TX	Hispanic American	Male	\$6,500
Advantage Supply	DFW Airport	TX	Caucasian (White)	Female	\$21,731
AGUIRRE RODEN BUILDING SYSTEMS, INC.	DALLAS	TX	Hispanic American	Male	\$118,161
Airport Lighting Systems, Inc..	Grapevine	TX	Caucasian (White)	Female	\$225,673
AKORBI	Dallas	TX	Hispanic American	Female	\$17,979
ALL TEMPS 1 Personnel	Dallas	TX	African-American (Black)	Male	\$1,309,191
Alman Construction Services L.P.	Dallas	TX	Hispanic American	Male	\$101,393
Alpha Business Image, LLC.	Dallas	TX	African-American (Black)	Female	\$52,400
ARRIA, INC.	ALLEN	TX	Asian-Pacific American	Female	\$361
ARS Engineers, Inc.	Dallas	TX	Asian-Pacific American	Male	\$88,073
Aviation Alliance, Inc.	Colleyville	TX	Caucasian (White)	Female	\$2,552



MWBE Achievement by Ethnicity and Gender

Total Spend This Period: \$14,646,451.51

Start Date: 4/1/2009

From Date: 6/30/2009

ETHNICITY	GENDER	TOTAL DOLLARS SPENT WITH MWBE THIS PERIOD	PERCENTAGE OF TOTAL
Asian			
	Female	\$9,465.78	0.06%
	Male	\$967,192.22	6.60%
	Asian Subtotal:	\$976,658.00	6.67%
Hispanic/Latino			
	Female	\$319,851.45	2.18%
	Male	\$430,102.43	2.94%
	Hispanic/Latino Subtotal:	\$749,953.88	5.12%
Caucasian			
	Female	\$855,681.40	5.84%
	Male	\$0.00	0.00%
	Caucasian Subtotal:	\$855,681.40	5.84%
Black			
	Female	\$241,240.86	1.65%
	Male	\$303,846.64	2.07%
	Black Subtotal:	\$545,087.50	3.72%
Unknown			
	Unknown	\$317,966.75	2.17%
	Unknown Subtotal:	\$317,966.75	2.17%
Native American			
	Male	\$4,320.00	0.03%
	Native American Subtotal:	\$4,320.00	0.03%
Other			
	Female	\$30,069.44	0.21%
	Male	\$0.00	0.00%
	Other Subtotal:	\$30,069.44	0.21%
Total this Period		\$3,479,736.97	23.76%

Diversity management software for government

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

B2G NOW

Certification Reporting





SUPPLIER CLEARINGHOUSE

DIRECTORY ANALYTICS

September 8, 2017

Additional Type

3K

Certification Type

Company Type

6502

Count

6604

Map: UNITED STATES, Gulf of Mexico, MEXICO

Legend: @ 2017 HERE @ 2017 Microsoft Corporation

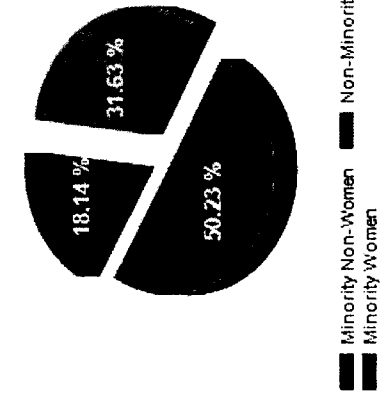
Map Label: Sargasso Sea

Business Name	Certification Type	Certification Action	CAV Agency	City	State	Ethnicity	Gender	Primary SIC	Revenue Range	Date Established	Company Type
Wright On Communications Inc.	WBE	Renewal		Solana Beach	CA	White	Female	87	< \$1 million	02/22/2008	Corporation
@ Business Inc	MBE	Renewal		Pasadena	CA	Asian Pacific American	Male	73	\$10 million and above	02/20/1997	Corporation
OSE Industries Inc	MBE	Fast Track		Jurupa Valley	CA	Asian Pacific American	Male	50	< \$1 million	03/14/2017	Corporation
1-STOP CONTRACTORS	MBE	Renewal		SAN DIEGO	CA	Asian Pacific American	Male	17	< \$1 million		Sole Proprietorship
1st Choice Logistics LLC	WMBE	Fast Track		San Francisco	CA	Hispanic American	Female	47	< \$1 million	01/09/2012	LLC
1st Choice Utility Construction LLC	MBE	Renewal		Little Rock	AR	Black American	Female	49	< \$1 million	12/21/2007	LLC
1ST JON INC	WBE	Fast Track		WHITTIER	CA	White	Female	76	\$1 million < \$2.5 million	11/03/2006	Corporation
1-Stop Translation USA, LLC	MBE	Renewal		LOS ANGELES	CA	Asian Pacific American	Male	73	\$2.5 million < \$5 million	05/03/2001	LLC

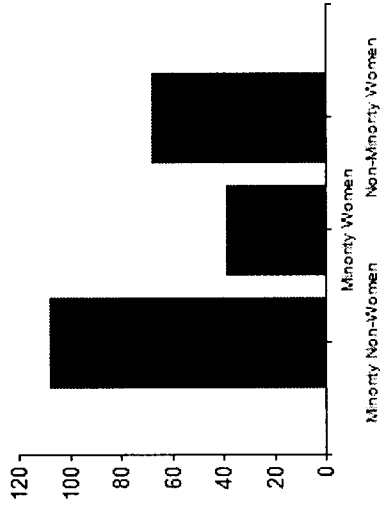
MAP-21 Ethnicity Gender Summary

Category	# of Firms	% of Firms
Non-Minority Women	68	31.63%
Minority Non-Women	108	50.23%
Minority Women	39	18.14%
	215	

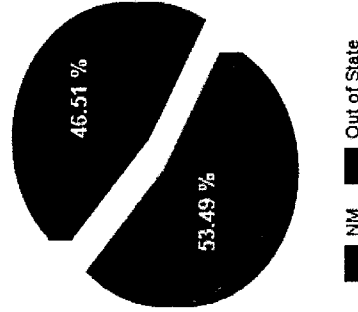
In-State DBE Firms



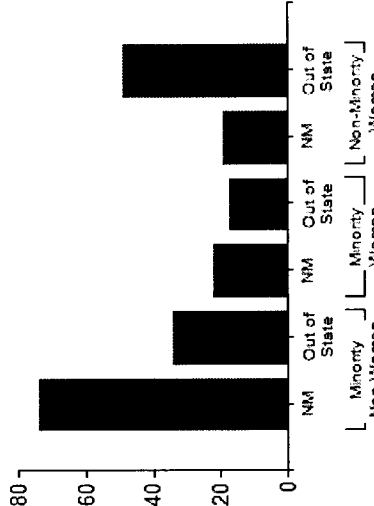
In-State DBE Firms



In-State DBE Firms



In-State DBE Firms



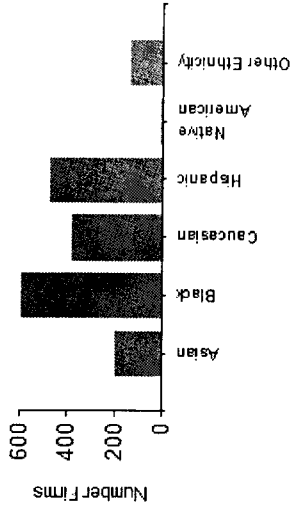
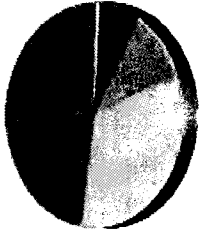
Category	State	# of Firms	% of Firms
Minority Non-Women	NM	74	34.42%
Women	Out of State	34	15.81%
Minority Women	NM	22	10.23%
Non-Minority Women	Out of State	17	7.91%
Women	NM	19	8.84%
	Out of State	49	22.79%

Certified Directory - Ethnicity & Gender Summary

As of 2/5/2012

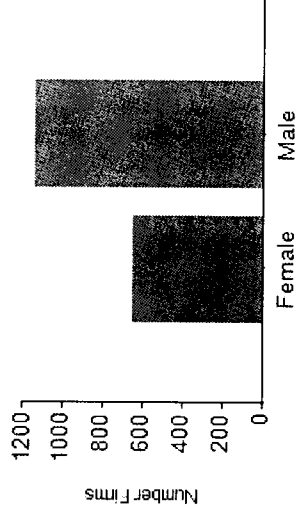
Ethnicity Summary

Ethnicity	Number Firms
Asian	197
Black	588
Caucasian	384
Hispanic	473
Native American	13
Other Ethnicity	134
Total Firms	1789



Gender Summary

Gender	Number Firms
Female	646
Male	1143
Total Firms	1789



Certification Work Category Counts

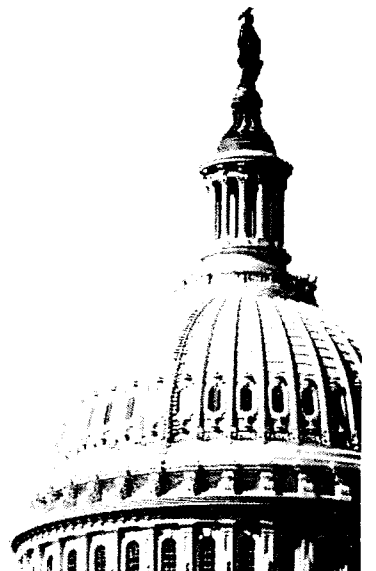
Count	Type	Work Code	Code Description
281	NAICS	541330	Engineering services
253	NAICS	237310	Highway, Street, and Bridge Construction
206	NAICS	541611	Administrative Management and General Management Consulting Services
187	NAICS	236220	Commercial and Institutional Building Construction
176	NAICS	541620	Environmental consulting services
167	NAICS	238910	Site Preparation Contractors
152	NAICS	238990	All Other Specialty Trade Contractors
147	NAICS	541512	Computer Systems Design Services
128	NIGP	91800	CONSULTING SERVICES - All
123	NIGP	91829	Computer Software Consulting
115	NAICS	541690	Other Scientific and Technical Consulting Services
111	NAICS	237990	Other Heavy and Civil Engineering Construction
102	NAICS	238320	Painting and Wall Covering Contractors
101	NAICS	238210	Electrical Contractors and Other Wiring Installation Contractors
96	NAICS	238140	Masonry Contractors
93	NAICS	484220	Specialized Freight (except Used Goods) Trucking, Local
92	NAICS	238110	Poured Concrete Foundation and Structure Contractors
92	NAICS	541511	Custom Computer Programming Services
91	NIGP	92040	Programming Services, Computer (Including Mobile Device Applications)
82	NAICS	541618	Other Management Consulting Services
82	NIGP	91039	Janitorial/Custodial Services
76	NAICS	541370	Surveying and Mapping (except Geophysical) Services
75	NAICS	423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
75	NAICS	484110	General freight trucking, local
75	NIGP	92045	Software Maintenance/Support
73	NAICS	238120	Structural Steel and Precast Concrete Contractors
73	NIGP	48500	JANITORIAL SUPPLIES, GENERAL LINE - All
71	NAICS	562910	Remediation Services
71	NIGP	91828	Computer Hardware Consulting
68	NAICS	541310	Architectural Services
68	NAICS	561720	Janitorial services
67	NIGP	92047	Support Services, Computer (Includes Computer Warranties)
66	NIGP	92000	DATA PROCESSING, COMPUTER, PROGRAMMING, - All
65	NIGP	91875	Management Consulting
63	NAICS	541320	Landscape architectural services
62	NAICS	238310	Drywall and Insulation Contractors
62	NIGP	92014	Applications Software (For Minicomputer Systems)
62	NIGP	92037	Networking Services (Including Installation, Security, and Maintenance)
61	NAICS	423390	Other Construction Material Merchant Wholesalers
60	NAICS	238350	Finish Carpentry Contractors
60	NIGP	99046	Guard and Security Services
59	NAICS	561730	Landscaping Services
58	NAICS	236210	Industrial Building Construction
58	NAICS	541614	Process, Physical Distribution, and Logistics Consulting Services
56	NAICS	237110	Water and Sewer Line and Related Structures Construction

Diversity management software for government

B2G NOW

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

Vendor Reports



Vendor Management Activity

Report Start Date: 3/1/2013 & End Date: 3/31/2013

Questionnaire Status Summary	
Status	Count
Questionnaires Reviewed	
Accepted	173
Denied	2
Total Reviewed:	<u>175</u>
Pending Review	20
Deactivated	1
Withdrawn (Vendor)	1
Total (All Questionnaires):	<u>199</u>

Vendor List				
Status	Name	Submitted	Decision	# Days
Accepted	1st Metropolitan Translation Services, Inc.	3/25/2013	3/28/2013	3
	A & A MANUFACTURING CO., INC.	3/6/2013	3/18/2013	12
	A N J ENTERPRISES INC	3/20/2013	3/27/2013	7
	ABIL, INC.	3/5/2013	3/11/2013	6
	Actual Size Artworks LLC	3/14/2013	3/18/2013	4
	ADAMS & WESTLAKE, LTD	3/4/2013	3/6/2013	2
	AHRMDCO International, LLC	3/8/2013	3/18/2013	10
	AN EXECUTIVE DECISION	3/14/2013	3/14/2013	0
	ANDERSON PUMP & PROCESS	3/27/2013	4/3/2013	7
	Angus Contractors, Inc.	3/26/2013	3/28/2013	2
			Average Days:	<u>4.1</u>
Deactivated	China Railway Materials Trade Anhui Energy Co., Ltd.	3/14/2013	3/26/2013	12
			Average Days:	<u>12</u>
Denied	Ecolit, inc.	3/15/2013	3/18/2013	3
	MAJIK GROUP, INC.	3/4/2013	3/5/2013	1
			Average Days:	<u>2</u>
Incomplete	Point B	3/19/2013	3/26/2013	7
	Solutions Cleaning Services	3/1/2013	3/4/2013	3
			Average Days:	<u>5</u>
Pending Approval	Acacia Financial Group, Inc.	3/28/2013	N/A	
	ANDERSON ENVIRONMENTAL & ENGINEERING	3/30/2013	N/A	
	ATRIUM PERSONNEL, INC. d/b/a TRANSHIRE	3/28/2013	N/A	
	Aztec Supply Corporation	3/28/2013	N/A	
	CONTRINEX, INC.	3/27/2013	N/A	
	Enviroplus, Inc.	3/28/2013	N/A	
	Found A Cure Inc.	3/28/2013	N/A	
			Average Days:	
Withdrawn	China Railway Materials Trade Anhui Energy Co., Ltd.	3/14/2013	N/A	
			Average Days:	

Vendor Management Activity Expired Questionnaires

Vendor List

Business	Owner Name & Phone	Expired	Expiration Notice Date
A & L Contractors, Incorporated	Angeline Welsandt 708-3884733	4/1/2013	3/4/2013
A.A. HANSON ASSOCIATES, INC.	630-3936600	4/1/2013	3/4/2013
A.H. Management Group, Inc.	847-2532070 7716	4/3/2013	3/5/2013
A-1 PHOTO, LLC.	312-3462248	4/1/2013	3/4/2013
Abatement Materials, Inc.	Thomas Richards 773-6464327	4/1/2013	3/4/2013
ABT PRODUCTS & SERVICES, LTD.	LISA HORCHOS 631-4211500	4/1/2013	3/4/2013
Acacia Financial Group, Inc.	Kim Whelan 856-2342266	4/1/2013	3/4/2013
ACME SALES, INC.	414-4816333	4/1/2013	3/4/2013
ACRYLIC DESIGN ASSOCIATES, INC.	763-5598395	4/1/2013	3/4/2013
Administrative Resource Options, Inc.	312-6340300	2/9/2013	2/8/2013
Advance Electronic Instruments Inc.	Manuel Rivera 312-9624900	4/1/2013	3/4/2013
ADVANCED CABLE TIES, INC.	978-6303900	4/1/2013	3/4/2013
ADVANCED DISTRIBUTION SOLUTIONS, INC.	847-8841940	4/1/2013	3/4/2013
AERVOE INDUSTRIES INCORPORATED	800-5484656	4/1/2013	3/4/2013
AIRPORT MARKETING INCOME LLC	971-2231120	4/1/2013	3/4/2013
Air-Rite Heating & Cooling, Inc.	630-9668107	4/4/2013	3/6/2013
ALL TERRAIN PRODUCTIONS, INC.	Holly Grosso 312-5883711	4/1/2013	3/4/2013
Alliance Fence Corp.	815-7413937	4/4/2013	3/6/2013
ALLIED MOULDED PRODUCTS, INC.	800-7222679	4/1/2013	3/4/2013
Allied Specialized Products, LLC	605-6242685	2/10/2013	2/8/2013
Allstate Concrete Cutting, Inc.	847-9739752	2/8/2013	2/8/2013
ALR Diversified Supply Chain	Laurie Linton 716-3103956	4/1/2013	3/4/2013
AltaStaff, LLC	Taz Wilson 312-2699990 302	4/1/2013	3/4/2013
Altech Services Inc	Kenneth Isaacs 973-5419898	4/1/2013	3/4/2013
Altran Control Solutions, Inc.	312-9624811	3/7/2013	2/8/2013
American Chevrolet, Inc. D/ba/ Advantage Chevrolet	708-3522400	4/1/2013	3/4/2013
AMERICAN INSURANCE SERVICES GROUP	201-4692000	4/1/2013	3/4/2013
AMERICAN NATIONAL CARBIDE CO.	281-3517165	4/1/2013	3/4/2013
Amick Research	Patricia Amick 865-6948677	4/1/2013	3/4/2013
ANAGNOS DOOR CO., INC.	Kathleen Anagnos 708-7289000	11/16/2012	
Anderson Crane & Bridge Technologies, Inc	770-5581074	3/17/2013	2/15/2013
ANDERSON ENVIRONMENTAL & ENGINEERING COMPANY	Jennifer Anderson 815-9629000 23	4/1/2013	3/4/2013
ANDERSON PUMP & PROCESS	630-7826834	4/1/2013	3/4/2013
Angel Flight Marketing Services, Inc.	Gabriel Mitchell 312-9331878	4/1/2013	3/4/2013
Applied Controls & Contracting Services, Inc.	George Kinnison 708-5967400 757	4/1/2013	3/4/2013
ASSOCIATED ADVERTISERS, INC. d/b/a EL	312-3684884	4/1/2013	3/4/2013
DIA NEWSPAPER AGENCY			
ATD-AMERICAN CO	215-5761000	4/1/2013	3/4/2013
ATRIUM PERSONNEL, INC. d/b/a TRANSHIRE	Yvonne R. Rasbach 954-4845401	4/1/2013	3/4/2013
Avanade, Inc.	312-3735541	3/13/2013	2/12/2013
Ayers Electronic Systems, LLC (AE)	804-4641705	2/24/2013	2/8/2013

Number of Expired Questionnaires: 275

Vendor Management Activity Incomplete & Abandoned Questionnaires

Report Start Date: 3/1/2013 & End Date 3/31/2013

Questionnaires within the specified start and end dates which have a status of Incomplete or Abandoned.

Vendor List

Status	Name	Start Date	
Abandoned	ABIL, INC.	3/5/2013	
	Best Packaging, LLC	3/5/2013	
	COTTER CONSULTING, INC.	3/26/2013	
	Ecolit, inc.	3/21/2013	
	Go Consulting Services	3/25/2013	
	Hatch Mott McDonald, LLC	3/25/2013	
	INTERSTATE STEEL SALES INC	3/6/2013	
	Jade Carpentry Contractors, Inc	3/26/2013	
	Josue Pellot	3/17/2013	
	TOLEDO COMMUTATOR COMPANY	3/6/2013	
	US Messenger & Logistics, Inc.	3/28/2013	
	WINCHESTER INDUSTRIES, INC.	3/5/2013	
	Count:	23	
	Incomplete	Adcour, Inc.	3/26/2013
Altisource Portfolio Solutions, S.A.		3/12/2013	
Amber Ginsburg		3/26/2013	
BeScribe Transcription Services, Inc.		3/12/2013	
Carson's Tire Service		3/5/2013	
conecta group, inc.		3/13/2013	
diazconstruction & development corp		3/1/2013	
Faiveley Transportation		3/27/2013	
General Energy Corporation		3/19/2013	
James Jankowiak		3/4/2013	
Justthink45 Inc.		3/6/2013	
Maria Hill inc.		3/28/2013	
MTMS7 INC		3/1/2013	
Point B		3/19/2013	
RAYES BOILER		3/14/2013	
Rodney Harris		3/19/2013	
Solutions Cleaning Services		3/1/2013	
Sunshines cleaning		3/22/2013	
Terry's Ford		3/20/2013	
TORI Construction, LLC		3/12/2013	
VIKING DRIVING SCHOOL, INC		3/7/2013	
Count:	21		

Vendor Registration with Work Category Detail

Displaying all active vendor registrations

Business Name	Date Submitted	Ethnicity	Gender	Geographic Preferences	Work Category
1st Resource Solutions, LLC	3/28/2013	African American	Male	Statewide	Asphalt Paving Supply Boring Concrete Cutting Drill & Excavate Excavating - Grading Masonry Trucking Construction [do not select this category, select lower level categories] Dust Control
2 C's Freight Broker, LLC	6/4/2012	Caucasian	Female	Statewide	
310 Dust Control	8/7/2012	Caucasian	Female	Statewide, Apache County, Cochise County, Coconino County, Gila County, Graham County, Greenlee County, La Paz County, Maricopa County, Mohave County, Navajo County, Pima County, Pinal County, Santa Cruz County, Yavapai County, Yuma County	
365 Security Technologies, Inc.	2/27/2013	Hispanic American	Female	Statewide	Electrical Lighting System Installation & Electrical Architectural Services Drafting Services Landscape Architectural Practice and Design Landscape Architectural Practice and Design Project Control Quality Control Specification Writing Electrical
3D Visual	5/31/2011	Hispanic American	Female	Statewide	
48o Design, LLC	4/23/2012	Caucasian	Female	Maricopa County, Pima County	
4Sight Technologies	9/5/2011	Hispanic American	Male	Statewide	
A & K Signal and Utility Company, LLC.	4/20/2011	Subcontinent Asian American	Male	Statewide	
A & M Fencing, Inc..	4/3/2013			Statewide	Fencing Masonry Reinforcing Steel
A Bout Cansurvival LLC	8/9/2011	Caucasian	Female	Statewide	Construction [do not select this category, select lower level categories] Environmental Planning (water, air, flood, socioeconomic, etc.) Painting Painting
A Creative Environment LLC	6/15/2012	Caucasian	Female	Statewide	
A&H Painting Inc	6/23/2011	Hispanic American	Female	Statewide	
A-O Painting Inc.	7/17/2012	Hispanic American	Male	Statewide	
A.I.W., Inc.	6/28/2012	Native American	Female	Statewide	Construction [do not select this category, select lower level categories] Professional Services [do not select this category, select lower level categories]

Registered Firms

Business Name	Phone	Fax	Email	City	State	FEIN	W9 Attached?	Conflict Of Interest Attached?	GHX	EDI	FDSI	Vendor Questionnaire Submitted Date	Vendor Questionnaire Renewal / Exp Date
"AW Ready" Plumbing	(210) 843-0055	(210) 233-1256	awreadyplbg@yahoo.com	San Antonio	TX	134362104	Yes	Yes	No	No	No	2/15/2013	2/15/2015
"Am" Safety	(832) 715-0375	(000) 000-0000	lamsafety@gmail.com	Bryan	TX	452467031	Yes	Yes	No	No	No	6/27/2012	6/27/2014
1-2-1 Claims, Inc.	(210) 695-6932	(210) 695-6932	mivillarreal@121claims.com	Helotes	TX	205681750	Yes	Yes	No	No	No	9/7/2012	9/7/2014
1-Stop Computers and Printing	(210) 815-5837	(210) 815-5837	1stopcomputers@gmail.com	San Antonio	TX	452696928	Yes	Yes	Yes	No	Yes	11/19/2011	11/18/2013
10 Adams Corp	(812) 253-6328	(812) 253-2821	ndaugherty@tenadams.com	Evansville	IN	351648822	Yes	No	Yes	No	Yes	9/19/2011	9/18/2013
11 Group, LLC	(210) 807-8777	(210) 853-0190	11@tigrigroup.com	San Antonio	TX	461096257	Yes	Yes	Yes	Yes	Yes	3/11/2013	3/11/2015
1st FP Services, LLC	(210) 377-3473	(210) 366-3474	mario@1stfpervices.com	San Antonio	TX	264750141	No	Yes	Yes	No	Yes	5/3/2012	5/3/2014
1st Light Energy Conservation, Inc.	(209) 824-5500	(209) 824-5575	gdickman@1stlightenergy.com	Modesto	CA	452298823	Yes	Yes	Yes	No	No	7/12/2013	7/12/2014
22nd Century Technologies, Inc.	(732) 507-7048	(732) 537-0888	com@tscil.com	SOMERSET	NJ	223502121	Yes	No	Yes	No	No	6/21/2011	6/20/2013
24/7 Home Care, LLC.	(210) 694-7916	(210) 293-2219	omo@24-7homecare.com	San Antonio	TX	451014211	Yes	Yes	No	No	Yes	6/1/2011	5/31/2013
24/7 Rentals	(210) 857-3350	(210) 857-3350	kris13150@yahoo.com	San Antonio	TX	271079236	Yes	Yes	No	No	No	6/26/2012	6/26/2014
360 Press Solutions LLC	(512) 825-2075	(512) 381-2362	Carleea@360pressolutions.com	Cedar Park	TX	810551631	Yes	Yes	Yes	No	No	6/3/2011	6/2/2013
3E Company	(800) 360-3220	(760) 918-4055	jnesbitt@3ecompany.com	Carlsbad	CA	800590155	No	Yes	Yes	No	No	4/15/2011	4/14/2013
3MB Interior Plus, LLC	(281) 302-5353	(713) 456-2311	bernadette@bbblair.com	Sugar Land	TX	751168633	Yes	Yes	No	No	No	9/20/2012	9/20/2014
4-M Engineering Co.	(972) 276-5088	(817) 332-5200	4m@flash.net	Garland	TX	742268053	Yes	Yes	No	No	No	6/6/2012	6/6/2014
4M Realty Company	(210) 342-4242	(210) 696-6000	mike@4mrealty.com	San Antonio	TX	807284062	Yes	Yes	No	No	No	11/11/2011	11/10/2013
7575483 canada inc	(416) 234-1340	(905) 901-2811	riwan.akhtar@mdtechnologies.com	Mississauga	ON	362525130	Yes	Yes	Yes	Yes	Yes	12/12/2012	12/12/2014
A & A Sheet Metal Products Inc	(219) 326-7890	(219) 324-3780	nicole@secularproducts.com	La Porte	TX	261487843	Yes	Yes	No	No	No	2/23/2012	2/22/2014
A P Brashar Group, L C	(210) 967-9663	(210) 967-9667	elisa@dakotahardwoods.com	San Antonio	TX	541413876	No	No	No	No	No	1/1/2011	11/1/2013
A R & S Services, Inc.	(804) 275-9103	(804) 271-1345	tishjohn@atservicesinc.com	Richmond	VA	010794459	Yes	Yes	No	No	No	1/31/2011	5/1/2013
A Viands, LLC	(651) 203-3249	(651) 631-0941	dbuffie@aviands.com	Roseville	CA	265607457	Yes	Yes	No	No	Yes	8/20/2012	8/20/2014
A V Technical Support, Inc.	(360) 683-8300	(360) 683-3525	SALES@A-MVSYSTEMS.COM	CARLSBORO	WA	265607457	Yes	Yes	Yes	No	Yes	11/30/2011	11/29/2013
A.M. Communications, Inc	(210) 804-2403	(210) 804-2405	gr@avtsgroup.com	San Antonio	TX	742956296	Yes	Yes	Yes	No	No	10/23/2012	10/23/2014
Aardvark Keith Moving, Inc.	(860) 689-5425	(717) 292-9097	keeroke@amcomm.net	San Antonio	TX	222987140	Yes	Yes	Yes	No	No	7/11/2012	7/11/2014
Aardvark Keith Moving, Inc.	(210) 688-3693	(210) 688-3471	akm@ac@aol.com	Dover	PA	743003424	Yes	Yes	No	Yes	No	9/28/2012	9/28/2014
Aaron P Hussey	(815) 828-5960	(815) 521-0732	bill@comtradable.com	San Antonio	TX	9000420041	Yes	Yes	No	No	No	7/13/2012	7/13/2014
Aaron Sams	(225) 359-6588	(225) xxx-xxxx	aphussey@cox.net	Channahon	IL	438253347	Yes	Yes	Yes	No	No	11/3/2012	11/3/2014
Ab Sciax LLC	(210) 345-1607	(210) 245-1607	aaron@samsct.com	Baton Rouge	LA	460700578	Yes	Yes	Yes	No	No	4/5/2012	4/5/2014
Abacus Computers Inc.	(650) 638-5637	(650) 638-5143	bids@abscicx.com	San Antonio	TX	271082947	Yes	No	No	No	Yes	5/3/2012	5/3/2014
Abasolo Archaeological Consultants	(432) 687-5424	(432) 682-7741	singhm@abacustx.com	Midland	TX	751844304	Yes	Yes	No	No	Yes	1/27/2011	5/1/2013
Abbott Laboratories, Inc.	(210) 563-3247	(210) 694-0401	john.w.wood@abbott.com	San Antonio	TX	450526344	Yes	Yes	Yes	No	No	6/6/2012	6/6/2014
Abeco Contracting	(210) 222-8885	(210) 227-0581	robert@modularmovingconcepts.com	Columbus	OH	364184946	Yes	Yes	No	No	No	2/8/2012	2/7/2014
Abell+Crosier+Davis Architects	(210) 472-2233	(210) 472-2339	jessica@abecocontracting.com	SAN ANTONIO	TX	742831809	Yes	Yes	No	No	No	7/9/2012	7/9/2014
Ability HomeCare, Inc.	(210) 316-6214	(337) 235-8016	greg@acdarichitects.com	San Antonio	TX	820584426	No	No	No	No	No	10/2/2012	10/2/2014
ABILITY Network Inc	(210) 344-5437	(210) 340-1259	pamela.goble@abc-sa.com	San Antonio	TX	202752164	No	No	No	No	No	12/7/2011	12/6/2013
ABMS Solutions, LLC	(770) 325-1219	(604) 963-7121	jack.hauser@abmsolutions.com	Minneapolis	MN	411973195	No	No	No	No	No	3/19/2013	3/19/2015
About Your Benefits, Inc.	(410) 827-0826	(410) 827-0826	elorent@aboutyourbenefits.com	Atlanta	GA	453952583	No	No	No	No	No	8/7/2012	8/7/2014
Absolute Communications	(512) 835-1168	(512) 835-2007	solutions@abs-comm.com	Easton	MD	522257256	No	No	No	No	No	5/3/2012	5/3/2014
ABSOLUTELY DELICIOUS, LLC	(210) 342-2321	(210) 340-3135	veronica@absolutelydelicious.com	Austin	TX	742768348	No	No	No	No	No	12/15/2011	12/14/2013
Acaadian Ambulance Service Inc.	(512) 929-1661	(512) 929-1621	imayer@acadian.com	SAN ANTONIO	TX	710927037	No	No	No	No	No	4/10/2012	4/10/2014
Accent Food Services, LLC	(512) 251-9500	(512) 251-2370	info@accentfoods.com	Austin	TX	720701964	No	No	No	No	No	12/19/2011	12/18/2013
Access Imaging Solutions	(210) 590-8339	(210) 590-8322	dcarney@accessimaging.com	Austin	TX	263717504	No	No	No	No	No	9/7/2012	9/7/2014
ACCESS LIFT & SERVICE COMPANY, INC.	(817) 847-0039	(817) 847-9748	accesslift@aol.com	san antonio	TX	900545049	No	No	No	No	No	6/28/2011	6/27/2013
ACCESS MEDICAL USA	(210) 522-0409	(210) 520-1009	terry@accessmedicusa.com	Weatherford	TX	383671406	No	No	No	No	No	2/11/2013	2/11/2015
Access Quality Therapy Services, Inc.	(210) 349-0096	(210) 349-0097	mrodriguez@accessqualitycare.com	San Antonio	TX	331087034	No	No	No	No	No	11/12/2012	11/12/2014

User Access

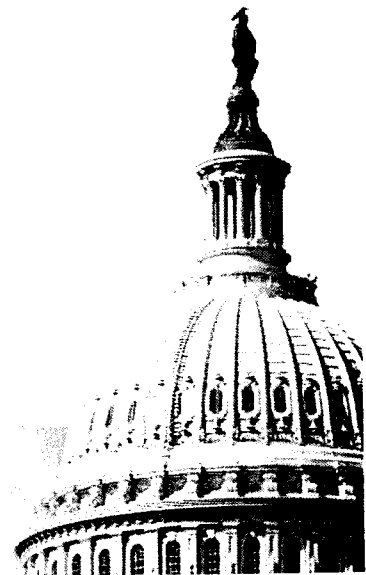
<u>User</u>	<u>Logins</u>	<u>Page Views</u>	<u>Login Dates</u>
Aurea Molina	3	28	12/2/2014 10:05:05 AM
			12/17/2014 2:21:02 PM
			12/18/2014 1:48:52 PM
Barbara Gibson	11	1046	12/1/2014 10:01:59 AM
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			12/8/2014 9:48:19 AM
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12/11/2014 10:29:14 AM			
12/12/2014 9:52:37 AM			

Diversity management software for government

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

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Sample Letters



Contract award to Prime Contractor / Concession award to Concessionaire



CITY OF HOUSTON

Office of the Mayor

Bill White

Mayor

Velma Laws
Director, Affirmative Action and
Contract Compliance Division
P.O. Box 1562,
Houston, Texas 77251-1562

T. 713.837.9000
F. 713.837.9050
www.houstontx.gov

June 7, 2011

Elaine Herbst
Tele-Works, Inc.
P.O. Box M
Blacksburg, VA 24063

Contract: **Approve an Ordinance Awarding a Contract to the Best Respondent for an Electronic Based Presentment....TC-3-0737-039-13654**
Award Date: **3/24/2011**

Dear Elaine Herbst:

Our records indicate that you have sub-contracted with the MWDBE firm(s) listed below to satisfy the 12.00% MWDBE goal for the above referenced project. Please contact your schedule MWBE(s) to notify them of when their services will be needed.

The Affirmative Action and Contract Compliance Office will monitor MWDBE participation on this project. Therefore, it is necessary that you participate in our online MWDBE Monthly Utilization Reporting program at <http://houston.b2gnow.com/>, as mandated in Ordinance 95-336. You will be notified by email or fax of the need to respond (In your initial report, please cover all MWDBE utilization, to date).

Ordinance 95-336, Article V, also states that: "After execution of a contract or receipt of a purchase order, the contractor shall comply with the submitted plan, unless it has received approval from the Director of Affirmative Action for a deviation there from." Therefore, it is necessary that you notify us in writing immediately if you feel that changes in your MWDBE utilization schedule are necessary.

If you need additional assistance regarding this or other related matters, please contact my office at (713) 837-9000. We request that you take this opportunity to review your contact information online at <http://houston.b2gnow.com/> so that we may communicate with you quickly and effectively. Your account username and password can be obtained by emailing houston@b2gnow.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "Phillip Yelder".

Phillip Yelder
Division Manager

LIST OF SUBCONTRACTORS

Vendor Name	MWDBE Goal	Contact Person	Phone	Fax
Ur International, Inc.	12.00%	Upendra Sahu	281-240-8866	281-240-8878

Contract/Concession award – Subcontractor



CITY OF HOUSTON

Office of the Mayor

Bill White

Mayor

June 7, 2011

Upendra Sahu
Ur International, Inc.
12790 S. Kirkwood Dr.
Stafford, TX 77477

Velma Laws
Director, Affirmative Action and
Contract Compliance Division
P.O. Box 1562,
Houston, Texas 77251-1562

T. 713.837.9000
F. 713.837.9050
www.houstontx.gov

Contract: **Approve an Ordinance Awarding a Contract to the Best Respondent for an Electronic Based Presentment....TC-3-0737-039-13654**
Prime Contractor: **Tele-Works, Inc.**
Award Date: **3/24/2011**

Dear Upendra Sahu:

Our records indicate that you have been listed as an MWDBE subcontractor on the above referenced City of Houston contract for **12.00%**.

The Affirmative Action and Contract Compliance Office will monitor MWDBE participation on this project. Therefore, it is necessary that you participate in our online MWDBE Monthly Utilization Reporting program at <http://houston.b2gnow.com/>, as mandated in Ordinance 95-336. You will be notified by email or fax of the need to respond. Our Compliance Officer may also conduct site visits to the project site or to your place of business for interviews.

Please notify us of any change from your original subcontract agreement, or of any problems you may experience during the course of this project. If you were not aware that your firm had been listed as a subcontractor on this project, or have been told by the prime contractor that your services will not be needed, please contact my office at (713) 837-9000.

We request that you take this opportunity to review your contact information online at <http://houston.b2gnow.com/> so that we may communicate with you quickly and effectively. Your account username and password can be obtained by emailing houston@b2gnow.com. If we do not hear from you within 15 days, we will assume that the information submitted by the contractor is correct.

Very truly yours,

A handwritten signature in black ink, appearing to read "Phillip Yelder".

Phillip Yelder
Division Manager

Contract/Concession close



CITY OF HOUSTON

Office of the Mayor

Bill White

Mayor

June 7, 2011

Upendra Sahu
Ur International, Inc.
12790 S. Kirkwood Dr.
Stafford, TX 77477

Velma Laws
Director, Affirmative Action and
Contract Compliance Division
P.O. Box 1562,
Houston, Texas 77251-1562

T. 713.837.9000
F. 713.837.9050
www.houstontx.gov

FINAL MWDBE Monitoring Report

- Contract Number: **C55770**
- Contract Title: **Approve an Ordinance Awarding a Contract to the Best Respondent for an Electronic Based Presentment....TC-3-0737-039-13654**
- Prime Contractor: **Tele-Works, Inc.**

Dear Upendra Sahu:

The Affirmative Action and Contract Compliance Division's, Contract Compliance Section monitors MWDBE participation on all City of Houston's projects with MWDBE goals.

To assist our office in the monitoring process, please provide the information requested below and return this letter to the above address. **If you do not respond within five (5) days, we will accept the amount reported by your Prime contractor as the correct amount paid to your firm.**

- The amount reported by **Tele-Works, Inc.** through the month of **June 2011 (FINAL)** is **\$36,470.00**.
- Please state the amount you have been paid as of today's date \$ _____
- Does the prime contractor owe your firm more? If so, how much? _____
- If this is your final payment, please indicate whether your firm was paid in full: _____
- Is your prime contractor currently withholding retainage? Yes _____ No _____
- How much retainage is being withheld? \$ _____
- When do you expect to receive it? _____

Wanda Milburn
Contract Compliance Officer

Company Officer

Please review, sign and fax (713-837-9050) or send this final report back to me as soon as possible to close this project in a timely manner. If you have any questions or need assistance in this matter, please contact my office at 713-837-9026 or wanda.milburn@cityofhouston.net.

Prime Contractor/Concessionaire not meeting goal



CITY OF HOUSTON

Office of the Mayor

Bill White

Mayor

June 7, 2011

Barbara Landry
J. F. Thompson, Inc.
6110 Clarkson Lane
Houston, TX 77055

Velma Laws
Director, Affirmative Action and
Contract Compliance Division
P.O. Box 1562,
Houston, Texas 77251-1562

T. 713.837.9000
F. 713.837.9050
www.houstontx.gov

Contract: **61 Riesner Tropical Storm Repairs (GFS No. G-007-05-2)**
Contract Number: **C55143**

Dear Barbara Landry:

The Affirmative Action and Contract Compliance Division is responsible for monitoring Minority, Women, and Disadvantaged Business Enterprise (MWDBE) utilization on City contracts with MWDBE goals. Your contract has a 24.00% MWDBE goal. According to your most recent MWDBE utilization report, your participation is at 12.17%. This percentage is significantly lower than your contracted goal.

Please be advised that according to City Ordinance 95-336, Section 15-85:

"After execution of a contract or receipt of a purchase order, the contractor shall comply with the submitted plan, unless it has received approval from the director of Affirmative Action for a deviation therefrom ... the contractor shall be required to submit to the Affirmative Action Division reports of its efforts under this article in such form or manner as shall be prescribed by the division."

We, at the Affirmative Action Division, are concerned that you may be having difficulty in meeting this assigned goal. Please contact our office within fifteen (15) days to discuss any problems you may be having in utilizing your assigned MWDBE contractors.

This office is charged with determining if a contractor makes a good faith effort to meet the MWDBE goal on a City contract. Compliance with the information required by this office within fifteen (15) days of this letter will be a significant factor in evaluating your future participation in City contracts.

If you have any questions, or need additional information, please contact Wanda Milburn at 713-837-9026, or fax 713-837-9050.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Yelder".

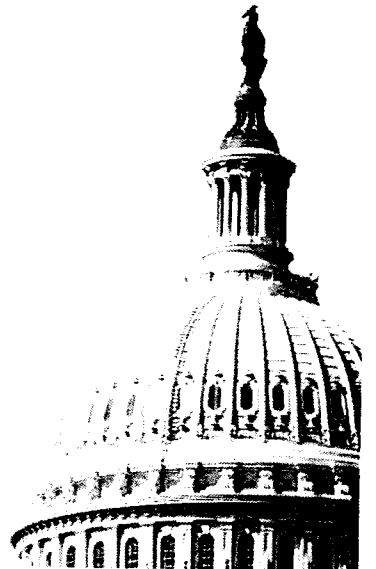
Phillip Yelder
Division Manager

Diversity management software for government

Contract Compliance
Certification Management
Bid Tracking & Goal Setting
Outreach Management
Prevailing Wage

B2G NOW

User Manual Excerpt

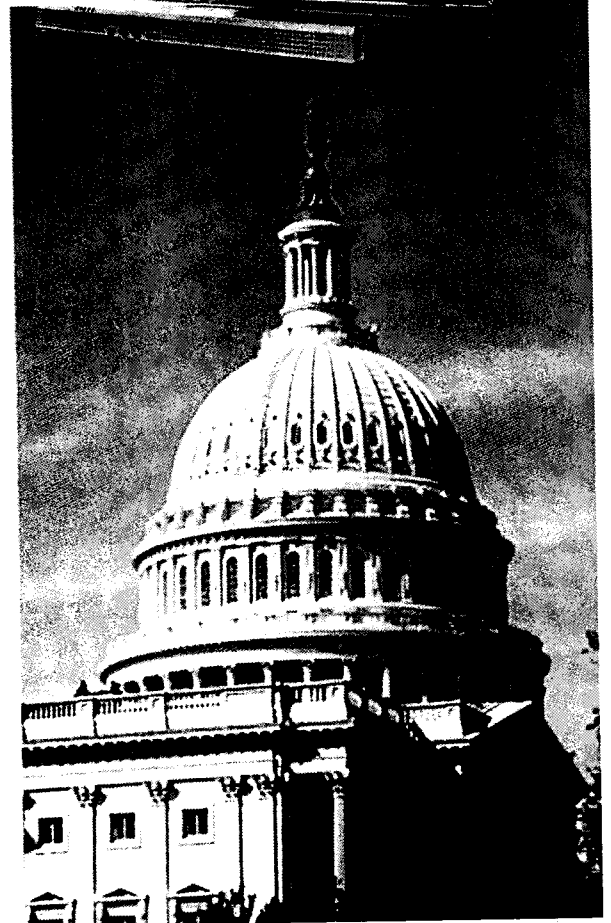
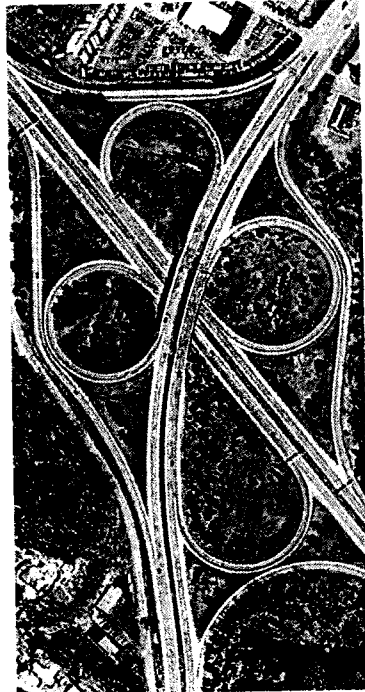
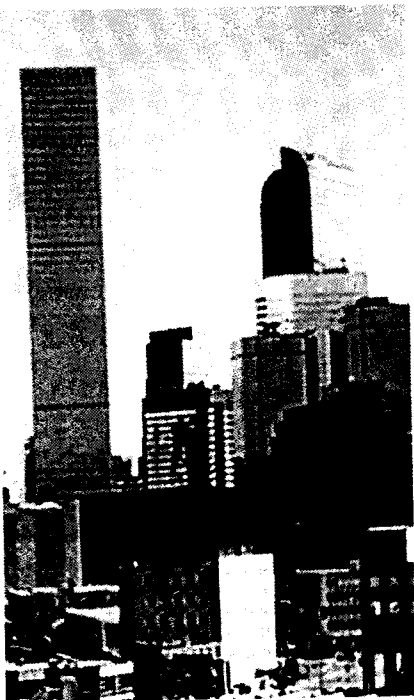
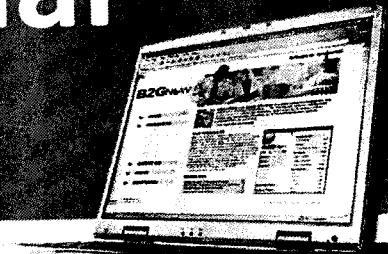


SAMPLE - SOME CHAPTERS OF THIS USER MANUAL HAVE BEEN REMOVED

B2G NOW

Software for Government

Staff User Manual



Chapter 1 – System Overview

Understanding user types

There are three types of users: Diversity Users, Project Managers/Buyers, and Vendor Users. Diversity Users and Project Managers/Buyers are both for staff, but the Project Manager/Buyer account is designed for strictly view-only access to records. The accessible records and transactions depend on your account type.

A **Diversity User** can:

- Add vendors and edit vendor information.
- Access and edit contracts, concessions, certifications, and audit information.
- Create new contracts, concessions, insurance certificates, and outreach projects.

A **Project Manager/Buyer** can:

- View contract records and audit information.
- Add vendors and edit vendor information.

A **Vendor** user can:

- Update their contact information.
- Provide subcontractor payment data for contract audits.
- Provide revenue and payment data for concession audits.

Understanding notification types

The system automatically generates several types of user notifications:

- Username/password reminder, password change, and account registration notices.
- Contract/concession/insurance audit notices.
- Unresponsive subcontractor/supplier/subtenant notices.
- Audit discrepancy notices.
- Outreach notices.

Some notifications may require a response, which are typically received by B2Gnow Support. There may be times when B2Gnow cannot address the issue. In these circumstances, B2Gnow forwards the message to a member of your staff, usually the Compliance Officer or Certification Officer. Please take the appropriate actions to resolve any user issues.

Understanding user roles for diversity users

The description for the user's accessibility defines the user roles. B2Gnow configures the roles with specific access rights to match the functions of your staff.

User Roles				?
	Name	Description	Assigned Users	Actions
	Administrator	Full system access	18	Edit Delete
	Certification Officer	Certification Officer	4	Edit Delete
	Contract Compliance Officer	Contract Compliance Officer	12	Edit Delete
	Contract/Concession Compliance Officer	Contract/Concession Compliance Officer	1	Edit Delete
	User	Standard user with standard access.	27	Edit Delete

Getting started

To access the system, you require a user name and password. B2Gnow may have created an account for you during implementation, or you can contact B2Gnow Support to have a new account configured.

NOTE: Your organization may require a procedure to be followed to approve your request for access. Please ask your supervisor or department director for more information.

To retrieve your log in information from the system home page

1. In the System Access Login box, click **Forgot Password**.
2. Enter your email address, user name, or user number.

Password Reminder

Enter your email address, username, or user number in the box below and we will send your password to your registered e-mail address or fax number. If you do not know your username, you can [look it up](#).

3. Click **Submit**.

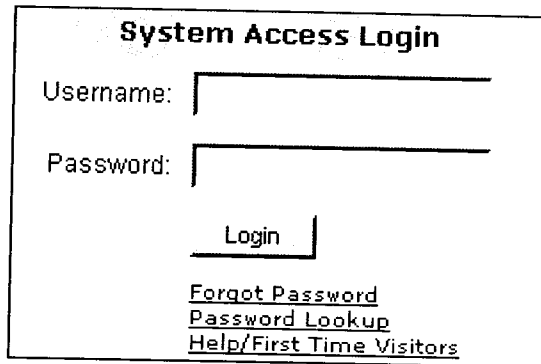
An email and/or fax user name/password reminder will be sent to you within minutes. In most cases, your user name is your email address.

Logging in for the first time

Once you receive your user name and password you are ready to get started.

To log in

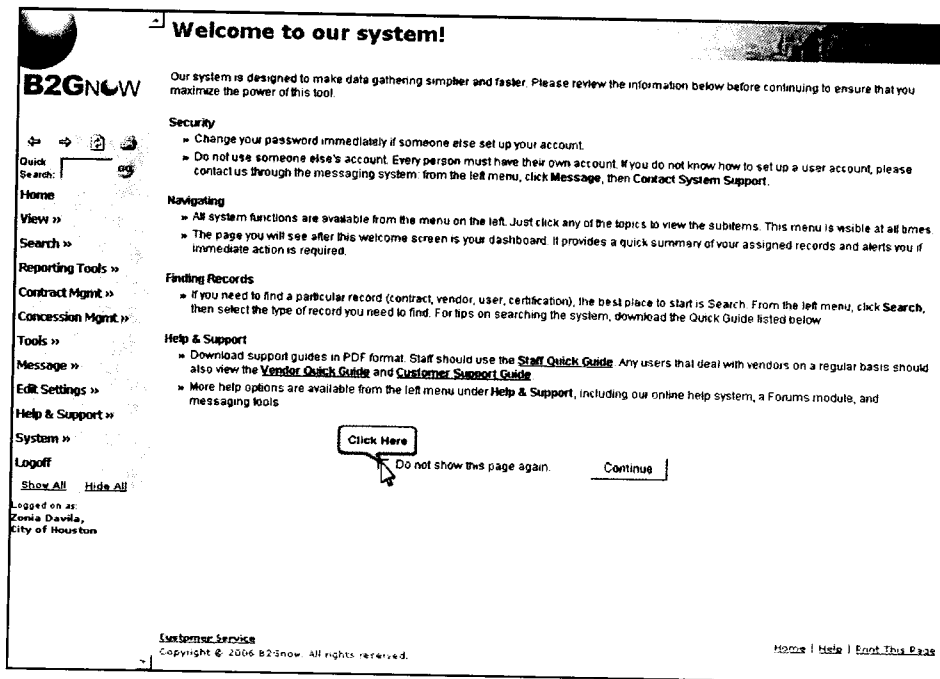
1. In the **Username** and **Password** fields, enter your user name and password.



The screenshot shows a login form titled "System Access Login". It contains two input fields: "Username:" and "Password:". Below these fields is a "Login" button. At the bottom of the form, there are three links: "Forgot Password", "Password Lookup", and "Help/First Time Visitors".

2. Click **Login**.

The Welcome page displays introductory information for your benefit.



The screenshot shows the "Welcome to our system!" page. The page has a header with the B2Gnow logo and the text "Welcome to our system!". Below the header, there is a navigation menu on the left with items like Home, View, Search, Reporting Tools, Contract Mgmt, Concassion Mgmt, Tools, Message, Edit Settings, Help & Support, System, and Logoff. The main content area contains several sections: "Security" (Change your password immediately if someone else set up your account. Do not use someone else's account. Every person must have their own account. If you do not know how to set up a user account, please contact us through the messaging system from the left menu, click Message, then Contact System Support.), "Navigating" (All system functions are available from the menu on the left. Just click any of the topics to view the subitems. This menu is visible at all times. The page you will see after this welcome screen is your dashboard. It provides a quick summary of your assigned records and alerts you if immediate action is required.), "Finding Records" (If you need to find a particular record (contract, vendor, user, certification), the best place to start is Search. From the left menu, click Search, then select the type of record you need to find. For tips on searching the system, download the Quick Guide listed below.), and "Help & Support" (Download support guides in PDF format. Staff should use the Staff Quick Guide. Any users that deal with vendors on a regular basis should also view the Vendor Quick Guide and Customer Support Guide. More help options are available from the left menu under Help & Support, including our online help system, a Forums module, and messaging tools). At the bottom of the page, there is a checkbox labeled "Click Here" with the text "Do not show this page again." and a "Continue" button. The footer contains "Customer Service", "Copyright © 2006 B2Gnow. All rights reserved.", and "Home | Help | Print This Page".

Review the information on this page. There are several useful PDFs available for download from the Help & Support area. You can download the Staff Quick Guide, the Vendor Quick Guide, and the Customer Support Guide. You can use these guides as a quick reference to the system.

Click the checkbox to not display the page on future logins.

Viewing the Home page & Dashboard

After clicking Continue on the Welcome page, the system home page displays. From this page, you can access every feature your user role permits.

B2Gnow

Home

View »

Search »

Reporting Tools »

Create »

Tools »

Message »

Edit Settings »

Help & Support »

System »

Logoff

Show All Hide All

Logged on as:
B2Gnow Test2,
B2Gnow

Your Dashboard			
My Contracts and CONCESSIONS	Contracts	Concessions	
(Hide)			
Total active	3	1	
Audited	3	0	
Soon to end (3 mo)	0	0	
My Contract Audits	Last 30 days	Last 3 months	Last 12 months
(Hide)			
Total Audits	0	0	2
Incomplete Audits »	0	0	4
Discrepancies	0	0	0
Closeouts/Final	0	0	0
Pending Sub Requests	0	0	0
My Concession Audits			View
My Outreach Projects			View
My Insurance			View
My Insurance Audits			View
My Certifications			View
Click Hide or View to configure your dashboard.			

System News

Download the latest training manuals:

- Staff Training Manual
- Vendor Training Manual

Contract Management

[Create new contract](#), [Search](#), [view list](#), [view audits](#), [Prevailing wage](#)

Concession Management

[Create new concession](#), [Search](#), [view list](#), [view audits](#)

Outreach Management

[Create new project](#), [Search](#), [View list](#)

Insurance Management

[Search](#), [View list](#), [view audits](#)

Vendor Management

[Search all vendors](#), [Search for vendors](#), [Add a vendor](#)

Configure

Edit: [Your password](#), [Your info](#), [Your preferences](#), [Your workflow rules](#), [Add user](#), [Manage users](#)

System

[Help & Support](#)

[System Status Board](#)

[Forums](#)

Messaging

[Send a Message](#)

[Problem Report](#)

[Send Us Feedback](#)

Customer Service

Home | Help | Print This Page

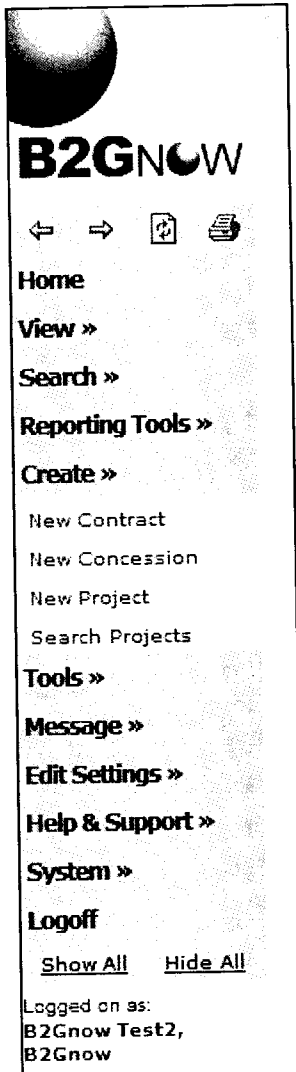
Using the Dashboard

Your Dashboard			
<u>My Contracts and Concessions</u>			
[Hide]	Contracts	Concessions	
Total active	3	1	
Audited	3	0	
Soon to end (3 mo)	0	0	
<u>My Contract Audits</u>			
[Hide]	Last 30 days	Last 3 months	Last 12 months
Total Audits	0	0	9
Incomplete Audits »	0	0	4
Discrepancies	0	0	0
Closeouts/Final	0	0	0
Pending Sub Requests	0	0	0
<u>My Concession Audits</u>	View		
<u>My Outreach Projects</u>	View		
<u>My Insurance</u>	View		
<u>My Insurance Audits</u>	View		
<u>My Certifications</u>	View		
Click Hide or View to configure your dashboard.			

The Dashboard provides a snapshot of your records and transactions. Items in red indicate the need for immediate attention. To view a list of issues, click the red number.

To configure your dashboard, click Hide or View. Your configuration automatically saves each time you view the Dashboard.

Exploring the navigation menu



The left navigation menu provides access to all functions in the system. Click the main categories to open additional sub-items. Click sub-items to access the selected function in the right display window.

NOTE: When new functions are added to the system, the menu may be extended or rearranged.

Performing searches

Using various search options and methods, you can search for specific information in the system.

Searching for basic information

To search for information

1. From the **Search** menu, select a search option.
2. In the **Search Parameters** area, enter the search criteria.
3. Click **Search First 20 Matches** for quick set of results or **Search All Matches** for full set.

Understanding search types

User Search – Search for specific individuals in the system. You can search the entire system to find a vendor contact, project manager/buyer, or diversity user. You can search by company or organization, name, email address, or phone number.

[Users](#) | [Vendors](#) | [Contracts](#) | [Concessions](#)

Enter search parameters and click **Search**. The more specific the terms, the more limited the results. If unsure about the exact name of an organization, enter part of the name.

Search Parameters

Organization	<input type="text" value="Engineer"/>
First Name	<input type="text"/>
Last Name	<input type="text" value="Gonzales"/>
User Type	<input type="radio"/> Buyer <input type="radio"/> Diversity user <input checked="" type="radio"/> Vendor
User Number	<input type="text"/>
Email	<input type="text"/>

Vendor Search – Search for a specific vendor in the system. You can complete a simple search by name or an expanded search for vendors with specific certifications and commodity codes.

If your organization uses the system to certify vendors or has access to a certified directory, you can use certification details in the search.

[Users](#) | [Vendors](#) | [Contracts](#) | [Concessions](#)

Search for vendors using their names, locations, classifications, ratings, and/or other criteria. Enter information into any of the fields below and click **Search**. Some parameters are required.

Search Parameters

Business Name	<input type="text"/>	
Contact Person	First: <input type="text"/>	Last: <input type="text"/>
City	<input type="text"/>	
State/Province	<input type="text" value=""/> or <input type="text"/>	
Zip Code/Post Code	<input type="text" value=""/> or <input type="text"/>	
Phone Area Code	<input type="text"/>	
NAICS Code	<input type="text"/> <input type="button" value="ADD CODES"/>	
Business Description	<input type="text"/>	
Certifications	<input type="checkbox"/> Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (SBE)	

[Select all](#)
[Unselect all](#)

Contract/Concession/Outreach Project/Insurance Search – Search for a reference number or title associated with a record. You can use advanced search parameters to locate the record.

[Users](#) | [Vendors](#) | [Contracts](#) | [Concessions](#)

Search your organization's contract database. Enter information into any of the boxes below and click **Search**. Some para

Search Parameters	
Contract/Reference Number	<input type="text" value="C55241"/> <small>(Contract number, financial system reference, project num</small>
Contract Title	<input type="text" value="DISABILITY PLAN"/>
Containing Text	<input type="text"/> <small>(Contract description, summary, notes, comments)</small>
Prime Contractor	<input type="text"/> <small>(Business name, contact name)</small>
Buyer	<input type="text"/> <small>(Organization name, contact name)</small>
Contract Compliance Officer	<input type="text" value="None selected"/>

Tips for performing searches

You can search for information based on the parameters that you set. To create a search string, keep the following tips in mind:

- **Start with one parameter.** Usually you can find the record you are looking for by using one or two parameters. The more specific your search terms, the less likely you are to find the record because of spelling, order, or other variations in your search.
- **Keep search parameters short.** Use “ACME” instead of “ACME Construction, Inc.” You can even use partial words, such as “envi” instead of “environmental consultant.”
- **The system ignores punctuation.** C. C. is the same as C C; C & C is treated the same as C and C.
- **Become familiar with possible settings and options.** A record may not display because you selected the wrong option. Narrow the search parameters to prevent returning too many items in your search results.
- When searching for businesses named for their founder, such as John Smith & Co., the record may be listed under “John Smith and Co.” or “Smith, John and Co.” You may need to search for both versions. Start by searching for one of the names, such as Smith.
- **Searches are not case sensitive.** ACME is treated the same as acme.
- When searching by first name, be aware that users may be listed by alternate names. For example: James, Jim, Jimmy, or J.
- **When searching by contract or project number, you must enter the number in the exact order.** However, it does not have to be complete (for example, enter C53 to view all contracts that have C53 in the contract number, such as C531, C532, C53B, or

C53980). If you enter the sequence out of order, you will not find the record you are looking for (C53 will not find C35).

Configuring your settings

Changing your password

The first time you log in to the system, you may be required to change your password.

To change your password

1. From the Edit Settings menu, click Change Password.
2. In the **Old Password** field, enter your old password.
3. In the **New Password** and **Type New Password Again** fields, enter your new password.

Configuration Settings: Change Password HELP

You can select a new password, which must be between 3 and 25 characters, and can include letters and numbers.

Make your password something easy to remember, but difficult for others to guess. For security purposes, it's a good idea to change your password every month.

Do **not** make your password the same as your username or your first or last name, as these are too easy for an intruder to guess. **Never** share your password with anyone else. If another person in your organization needs access to the system, please contact us, and we can show you how to set up an additional account for them.

When you change your password, you will receive a confirmation email or fax. You can also contact us to get your password reset.

* required text

Old Password *	<input type="text"/>
New Password *	<input type="text"/>
Type New Password Again *	<input type="text"/>

4. Click **Save**.

Your new password is effective immediately. You may also receive an email confirmation of the change.

Editing your settings

Depending upon your access permissions, you may be able to update your account settings.

To update your account settings

1. From the navigation menu, click **Edit Settings**.
2. Click Your Settings.
3. Select the settings area you want to update.
4. Edit the fields as needed.
5. Click **Save**.

Generating reports

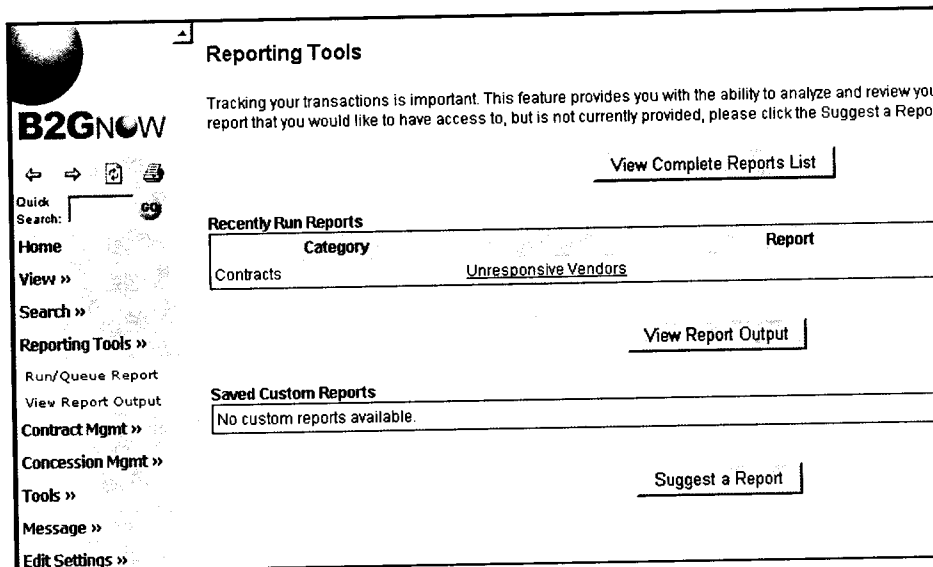
The system has over one hundred standard reports and may include custom reports for your organization. After generating a report, it will be available for seven days, but you can extend the viewing of the data if necessary.

Running reports

You can use the Reporting Tool to generate any of the reports available to you.

To run a report

1. From the **Reporting Tools** menu, click **Run/Queue Report**.
2. Click the **View Complete Reports List** button.



- Click the title of the report you want to run.

Reporting Tools: Report List

Select a report category: All Categories

Available Reports		
Concessions	Concessionaires list by ethnicity, gender and certification type	Conces and ce
Concessions	Ethnicity & Gender Revenues Summary (New)	Ethnicit (New)
Concessions	Joint Venture Owners	List of Include owners
Concessions	List of concessionaires and revenues (Cumulative)	List of (Cumulative)
Concessions	List of concessionaires and revenues (New)	List of (New)
Concessions	List of concessionaires by terminal	List of
Concessions	List of Concessions & Locations	List of location
Concessions	Report of Certified ACDBE Concessionaires Counted Towards Goal	Full list conces ACDBE
Concessions	Terminal Concessionaires (ACDBEs only)	Full list conces or D/M
Concessions	Terminal Concessionaires (All firms, Cumulative)	Full list conces owners

- Select the parameters. Some reports require a date or date range, and all reports have different output formats. You must select the desired output format at this time.

* required entry

Report Parameters

Report Title * Contracts: Unresponsive Vendors

Report Description Unresponsive Vendors

Output Format * (Select one or more)

Webpage (HTML)

Microsoft Excel (XLS)

Microsoft Access (MDB)

Comma delimited (CSV)

Run Report Return To List

Filter Parameters

Include	Parameter	Operator	Value
<input type="checkbox"/>	Business Name	None selected	
<input type="checkbox"/>	Total Incomplete Lines	None selected	
<input type="checkbox"/>	Incomplete Prime Lines	None selected	
<input type="checkbox"/>	Incomplete Sub Lines	None selected	
<input type="checkbox"/>	Contact Person	None selected	

- Click **Run Report**.

Viewing reports

On the Report Output page, if the status is “pending,” the report is not ready for viewing.

To view a report

1. From the **Reporting Tools** menu, click **View Report Output**.
2. Click the **Ready to view** hyperlink.

List will automatically refresh once per minute. Refresh List ?

Report	Status	Date Requested	Date Last Viewed	Date For Deletion
Contracts: Unresponsive Vendors	Ready to view	7/13		7/20 Extend Delete

3. In the **Report Output Format** area, click the **View** hyperlink for the format in which you want to view the report.

* required entry

Report Parameters

Report Title *

Report Description

Report Output Format

View ?	Webpage (HTML)
View ?	Download in Microsoft Excel (XLS) format You may need to first save, then open the XLS file from your hard drive.

There are several report output formats that are available.

Webpage (HTML)

The report output displays as a Web page. Some reports may display multiple tables of data. Use this format to quickly view transaction and system information.

Adobe Acrobat (PDF)

The report output is formatted in a special report with tabularized and/or chart graphics. You can save and email the report.

Microsoft Excel (XLS)

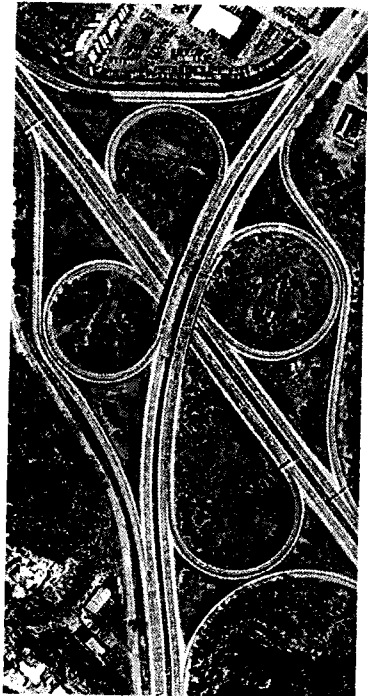
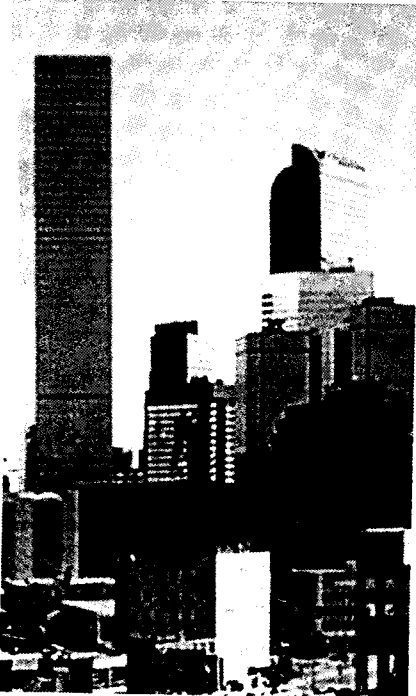
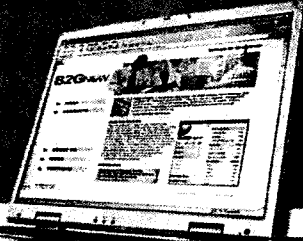
The report output is downloaded and displayed as a Microsoft Excel spreadsheet. You may be prompted to open or save the file.

Comma delimited (CSV)

The report output is formatted in a manner that divides the data using commas. A File Download box displays. You can open the report results in the viewer (such as Microsoft Excel), or you can save the results to a .csv file (which can be opened from your hard drive using Microsoft Excel).

B2G NOW

Service Level Agreement



SYSTEM ACCESS FOR USERS IS 24/7

B2Gnow is a 100% web-based system with guaranteed availability of at least 99.9%. As a result, the system is available 24/7 from anywhere with Internet access. Use of the B2Gnow system does not require any downloads, plug-ins, or cookies for either the organization staff or their contractors/vendors to access.

DATA OWNERSHIP AND RETENTION

The organization retains complete ownership rights to all data added to the system by its staff whether through manual entry or data interfaces. B2Gnow maintains no rights to the organization's data and will only disclose or release data on explicit instruction from approved organization staff.

Organization data will remain in the system for the duration of our engagement or until B2Gnow is instructed to archive or delete historic data. B2Gnow will comply with any data retention, deletion, or archive requirements that the organization is subject to.

The organization can export its data from the B2Gnow system at any time without assistance from B2Gnow staff. Furthermore, at the end of our engagement B2Gnow will provide the organization with a complete electronic copy of all its system data and notify the organization of its right to instruct B2Gnow to permanently destroy any and all archived or current data in accordance with the organization's retention and disposition requirements.

SECURITY CAPABILITIES**Software and System Security**

B2Gnow has implemented industry-standards for security access control including user specific logins, complex passwords, password expiration, concurrent logins (not permitted), and the ability to restrict or permit access based on IP range.

B2Gnow protects against unauthorized data access on several levels. Each individual accessing the system is required to have a unique login and password. Passwords can be set to automatically expire on a periodic basis requiring users to change their passwords using "strong" password standards. However, end-users will be able to change their password more frequently. The system enforces complex password requirements and does not permit concurrent logins. The system incorporates a triple-tier firewall architecture that includes spam and virus blockers and is monitored 24/7, both internally and by 3rd-party firms, for intrusion detection and unauthorized access. Any unauthorized breaches in security will be reported to the organization immediately. A detailed account of any security breach, with remediation measures undertaken by B2Gnow, will be provided to sufficiently allow the organization to determine its future risk and current liability, if any. B2Gnow implements Strong Secure Sockets Layer Https Encryption for Network Security, which also includes the transmission of the organization's data using secure File Transfer Protocol (FTP) sites

B2Gnow has never experienced unauthorized access to the system or data during our entire history.

B2Gnow prevents inadvertent deletion of data in several ways. The system will not permit records that are associated with other data to be deleted. Secondly, the system utilizes a two-phase commit process, and asks the user to verify the deletion before completing the process. The B2Gnow system administrator has the ability to restore deleted data, except where explicitly instructed to permanently delete records per the organization's data retention and disposition requirements.

The data stored within the B2Gnow system will be secured and access rights appropriately limited to those users (B2Gnow and organization representatives) who have been granted access. Any administrative access to the organization's data by employees of B2Gnow will be logged.

Security at Physical Locations

Primary and all secondary data centers, including archival centers where the organization's data may reside, will be in an electronically secure facility, within the United States, that automatically tracks employee access, and non-employee access, who are authorized to perform service and support under an existing service agreement. Access to the secure physical facility will be tracked 24 hours per day, 7 days per week. An electronically generated log reporting facility access will be available to the organization on demand within 72 hours.

HOSTING, SYSTEM BACK-UP, AND DISASTER RECOVERY

As a hosted SaaS solution B2Gnow guarantees availability of 99.9%. We have always exceeded this guarantee and typically operate above 99.9%. B2Gnow maintains redundancy at every level of our architecture. We utilize multiple co-location facilities (each with redundant power, HVAC, & bandwidth), load balancers, redundant servers & devices at each node, database mirroring, and disk-disk-tape backup.

B2Gnow utilizes third-party services to monitor system available from multiple locations around the United States at least once every five minutes. If the system experiences an outage, B2Gnow system administrators and senior management are notified immediately.

B2Gnow's backup procedure has been designed to guarantee that no more than 4 hours of data would be lost due to a complete system failure, which has never occurred in the system's history. If a primary database server should fail, the system will automatically direct traffic to the redundant server. If both servers fail, the production database is backed up on disk to a separate server every four hours. Additionally, an encrypted backup is written every 24 hours and secured offsite weekly.

In the case of catastrophic system failure we maintain a disaster recovery environment available for rapid switchover and at least three additional training, testing, and development environments with full functionality that could be utilized at any time.

B2Gnow will maintain a disaster recovery environment in place that includes, at no additional cost to the organization, the system and its data. The disaster recovery environment will be tested at least once a year to verify the accuracy and availability of the DR system in the case of production system failure.

SOFTWARE UPDATES

The organization is entitled to all standard software updates made to the purchased modules that are a part of B2Gnow's general software update program. These updates are defined based on feedback from all customers. The organization will be made aware of new updates through release notes provided on the B2Gnow dashboard, the system bulletin board, and/or through email alerts. All updates are implemented in such a manner to optional to all clients and are deployed initially in an "off" state. Software enhancements are released at a minimum on a quarterly basis.

The organization may request new enhancements at any time by contacting support. An enhancement request form must be completed and submitted to B2Gnow's technical architect. B2Gnow will provide a scope of effort, cost proposal, timeline, and initial prioritization for the organization to review. In general, B2Gnow will not charge for enhancements if multiple clients are asking for a similar enhancement and the implementation timeframe can be agreed upon by all parties.

CUSTOMER SUPPORT

B2Gnow offers comprehensive customer support services to meet our customers' needs.

Types of Support

B2Gnow's Customer Support includes many different support options:

- Online support through the system and email
- Telephone support
- User training webinars
- User manuals and quick-guides

The primary method of contacting Customer Support is through the system. The B2Gnow system has a built in support capture mechanism that collects relevant information and routes it immediately to the support team, resulting in the fastest response. An integrated Help Desk module identifies the user to support staff and permits the first available team member to review and respond to the query.

Users can ask any type of question; however, queries regarding the organization's procurement policies received by B2Gnow Customer Support will be assigned to the appropriate organization staff member. Organization staff users are able to use the Help Desk module to respond to queries, which then maintains a history of all support contact.

A dedicated email address will be configured to collect email support queries and automatically log them into the Help Desk module. Once logged, they are viewed and answered in the same manner.

Organization staff can contact support by telephone for priority issues. Vendors are encouraged to contact support through the system or email for fastest response, but B2Gnow support staff are authorized to respond to vendors by phone if necessary to resolve an issue.

B2Gnow offers regular training webinars to all staff and vendor users. Users can register for a class and attend while sitting at their computer. User manuals and quick-guides are provided in PDF format for download.

Contacting Support

B2Gnow support contacts:

Online:	Click any "Customer Support" link in the system
Email:	To be determined
Phone:	To be determined
Toll-free Fax:	866-892-2913

Support queries submitted outside these protocols will be redirected to the B2Gnow Support Team. Emergency contact information will be provided during implementation to key organization staff.

Hours of Availability

B2Gnow's customer support help desk is available during the hours listed below. Times are for standard support; additional hours of support are available for enhanced levels of service on a negotiated case-by-case basis.

Customer Support: Based on organization's time zone
Technical Support: Based on organization's time zone

Normally, calls and emails that are received after hours are responded to the following business day. Priority 1 calls, once logged during business hours, are generally worked through to completion even outside of normal business hours. If the organization desires to contract after-hours priority coverage, B2Gnow provides an "after hours phone number" on a rotating basis with Support Center Personnel, so that B2Gnow can assure a timely response on Priority 1 and Priority 2 problems (two hour response time, seven days a week).

Response Times

The following table provides technical support response metrics during normal business hours (8am to 5pm Central Time, Monday through Friday).

Service Item	Goal	Maximum
Internal System Response	Problem Reports and Callback Requests will be responded to within 2 hours.	Problem Reports and Callback Requests will be responded to within 48 hours.
Voice Mail Response	Voice mail will be responded to within 2 hours.	Voice mail will be responded to within 48 hours.
Email Response	Email will be responded to within 2 hours.	Email will be responded to within 48 hours.

The stated metrics are B2Gnow's goals and maximums. However, our performance in reaching these metrics may be affected by factors outside our control (defined in the B2Gnow SLA Exclusions section). Support queries submitted outside of the accepted protocols (designated support email address, in-system Help Desk tool, support phone number, support fax number) will be redirected to the B2Gnow Support Team. Measurement of response time will be measured only upon receipt of the query by the Support Team. Queries submitted to the Support Team that are ultimately assigned to organization staff for resolution will not be counted towards SLA compliance. For queries received out of normal business hours, tracking time will commence at the start of the next business day (8am Central Time, Monday through Friday).

System problems communicated to B2Gnow will be immediately sent to the B2Gnow technical support team for review and action. The B2Gnow technical support team will review and act upon any system problems reported to it. It will be routed either to the development team (if it is a software issue), or the system administration team (if a hardware, hosting, or network issue). The product's lead developer is available to the support staff and the system administration team to ensure fast technical resolutions.

Furthermore, automated tracking of customer incidents and support requests is incorporated into the B2Gnow software. Users can submit "Problem Reports" and support requests directly into the system, which will be viewable by system administrators, Help Desk staff, and B2Gnow support team members. Once the issue is resolved, a response can be sent to the original user, providing an audit trail of action. The user can view the response and the action taken to resolve the issue. If necessary, the user can continue interaction with the support team.

Any errors within the system are automatically logged with an email alert sent to the B2Gnow support team. Typically, the support team is aware of an issue before it is reported.

User Responsibilities

Information. A user's problem report to B2Gnow must contain all pertinent information on an approved problem report template, in English, including user's name and location, B2Gnow Software/Product Release number or B2Gnow hosted solution name, client or server operating system/version, hardware platform, problem description, log files/test case and problem severity. User must execute diagnostic routings if provided by B2Gnow and inform B2Gnow of the results. User must also verify the existence of a problem and provide the conditions in which the problem may be duplicated.

Technical Contact. For the period B2Gnow is working the user's problem, the user shall provide a technical contact who is familiar with the problem and the user's environment.

Remote Access. User shall provide remote access when required by B2Gnow to analyze a problem.

Priority & Severity Levels

B2Gnow will diligently work for the prompt resolution of defects and errors in the software, hardware, or connectivity of the B2Gnow Service. System problems can be submitted by phone, email, or internally within the system (Problem Report, Callback Request, and Administrator Message functions).

The customer is best able to assign a severity level to a problem; however, B2Gnow Technical Support will ask questions to assure the right resources are assigned. When reporting a problem or updating the status of an incident, customers should always call B2Gnow's main support number rather than a particular B2Gnow employee. If you have a Severity 1 or 2 problems with your system, please inform the first representative when you call in so your problem will be escalated to the right person as quickly as possible.

B2Gnow will respond to and complete correction of errors, defects and malfunctions, in accordance with the following schedule:

Priority 1/Severity 1: An error isolated to the B2Gnow software that renders system inoperative or causes the product to fail catastrophically; e.g. major system impact, system down.

B2Gnow will make an initial response to a Severity 1 normal maintenance call within two hours after receipt. Severity 1 calls will be handled on a 24x7 basis. B2Gnow will use reasonable efforts to provide a fix, work around or to patch a Severity 1 defect within twenty-four hours after the problem is replicated by B2Gnow and confirmed as a defect.

Priority 2/Severity 2: An error isolated to the B2Gnow software that substantially degrades the performance of the product or materially restricts business; e.g. system hanging, some functionality not accessible.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 2 maintenance call within four hours after receipt. B2Gnow will make reasonable efforts to provide a fix or work around for a Severity 2 defect within three business days.

Priority 3/Severity 3: An error isolated to the B2Gnow software that causes only a minor impact on use of the product; e.g. system slowdown.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 3 maintenance call within twenty-four hours after receipt. B2Gnow will make reasonable efforts to provide a fix or work around for a Severity 3 defect within five business days.

Priority 4/Severity 4: A reported anomaly to the B2Gnow software, which does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions.

Provided that the maintenance call is received within B2Gnow's normal maintenance hours, B2Gnow will make an initial response to a Severity 4 maintenance call within forty-eight hours after receipt. B2Gnow will make reasonable efforts to identify a resolution to a Severity 4 defect within thirty days and to incorporate Severity 4 fixes into the next release of the product.

Priority 5/Severity 5: Enhancement request.

Provided that the maintenance call is received within B2Gnow's business hours, B2Gnow will make an initial response to a Severity 5 maintenance call within five business days after receipt. Severity 5 issues will be dealt with on a case-by-case basis.

Errors within the system are automatically logged with an email alert sent to the B2Gnow support team. Typically, the support team is aware of an issue before users report it. Team members will proactively monitor the system to analyze user behavior and system response.

TRAINING

B2Gnow provides ongoing training for staff and vendor users as part of its standard webinar training program. Users can sign up and attend relevant training classes, which is useful for new staff or users seeking a refresher on the system's capabilities. This web-based training is included at no additional cost as part of the annual service fee. Onsite training is also available, but is billable per the contract.

WARRANTY

The B2Gnow system is warranted to be free of technical errors for the entire duration of the contract.

SYSTEM MAINTENANCE

On a scheduled basis, B2Gnow performs maintenance on the software system and technical environments. System upgrades are completed at the same time. The system is typically available for most or all of the maintenance period; if the system is expected to be offline for any period of time, a system maintenance web page is displayed to users.

System maintenance: Thursday/Friday, 9pm to 5am (Pacific Standard Time)
Database optimization: Saturday/Sunday, 9pm to 5am (Pacific Standard Time)

B2Gnow will notify the organization of planned infrastructure changes that will impact system access at least 48 hours prior to the change.

SYSTEM MONITORING

B2Gnow utilizes multiple 3rd-party services (Site 24x7, Alertra, Pingdom, and Alertsites) to monitor system availability and performance from cities across the country. In addition to immediately alerting our staff to system issues, these services track B2Gnow system availability.

System availability is monitored in five-minute intervals and B2Gnow guarantees service uptime of at least 99.9%. Scheduled maintenance and downtime is excluded for purposes of this calculation. Monthly uptime percentage is calculated by taking the total number of applicable minutes in a calendar month minus the total number of minutes of Downtime, all divided by the total number of applicable minutes in that calendar month. This is reflected in the following formula:

$$\frac{\text{Total number of applicable minutes in the month} - \text{Total minutes of Downtime in the month}}{\text{Total number of applicable minutes in the month}}$$

For SLA monitoring and reporting, B2Gnow will use data from Site24x7.com. The monitoring service will determine availability and response performance of the B2Gnow SaaS system by polling at least once every five minutes from three locations across the United States. The information will be aggregated automatically by the Site24x7.com service to account for public Internet issues (outside of the control of B2Gnow) to provide a quantitative measure of availability and response performance as provided by the B2Gnow SaaS system. B2Gnow can, at its discretion, poll availability more frequently.

B2Gnow SLA EXCLUSIONS

The Service Level Agreement does not apply to any unavailability, suspension or termination of the B2Gnow System, or any other B2Gnow System performance issues:

1. caused by factors outside B2Gnow's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the B2Gnow System;
2. that result from any actions or inactions of the organization or any third party not within B2Gnow's direct control;
3. that result from the organization's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within B2Gnow's direct control);
4. caused by use of the System after B2Gnow advised a user of the System to modify his/her use of the System and the user did not modify his/her use as advised;
5. attributable to the acts outside of normal system use or omissions of the organization or its employees, agents, contractors, vendors, or users.

Firm Submitting Proposal: Ask Reply, Inc. d/b/a B2GNow

Complete Address: 3225 N. Central Ave #120 Phoenix, AZ 85012
Street City Zip

Contact Name: Frank Begalke Title: Chief Operating Officer

Telephone Number: 602-325-9277 Fax Number: 866-892-2913

Email address: FEB@B2GNow.com

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.

Fel Bejalle
Signature

Ask Reply, Inc.
Name of Business

d/s/A B26 NOW



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

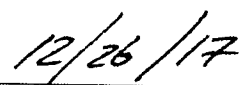
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 54-2017

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. JASMINE KY, LLC 4420 CHENWETH RHW RD. LOUISVILLE, KY 40299	MWBE	USER ROLE ADMIN TEMPLATE CREATION DATA MGMT	\$6,500	10% 1ST YEAR
2. BOUNTIFUL 310 RAVENSWOOD RD. CLEARFIELD, KY 40313	VOSB SBE DBE	TRAINING SERVICES	\$2000	3% 1ST YEAR
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.

Ask Reply, Inc. d/b/a BLOWN
 Company
1/5/18
 Date

Fil Berthe
 Company Representative
COO
 Title

WORKFORCE ANALYSIS FORM

Name of Organization: AskReply, Inc. d/s/A BCGNOW

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		13	18	1	1	6	10		1		1						51
Superintendents																	
Supervisors		2	2	1													5
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical					1												1
Skilled Craft																	
Service/Maintenance																	
Total:		15	20	2	2	6	10		1		1						57

Prepared by: Frank Bess/ke, COO Date: 12, 26, 17

(Name and Title)

Revised 2015-Dec-15



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #54-2017 Supplier Diversity Tracking Management System** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 8, 2018**.

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

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

RFP #54-2017 Supplier Diversity Tracking Management System If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and four (4) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

Please do not contact any 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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

1) Firm Experience and Team Qualifications: Points 25

The firm's record of applicable experience and level of knowledge, as demonstrated by successful completion of similar projects.

2) Familiarity With Conditions: Points 20

Familiarity of the firm with local conditions and a record of the firm's experience with local government projects.

3) Completeness of Submission: Points 10

The submission includes all necessary information and the consultant's project approach is clearly defined.

4) Project Manager Qualifications: Points 20

The level of knowledge and pertinent experience of the project manager assigned to the project.

5) Pricing: Points 25

Fee for proposed services.

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>

Or submitted to:

Todd Slatin
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified 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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with 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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of

Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00411322

Overview:

The Lexington Fayette Urban County Government (LFUCG) is seeking a Web-Based Hosted Supplier Diversity Tracking Management System. The LFUCG has a ten percent (10%) Minority-owned and Woman-owned business participation goal and a three percent (3%) Veteran-owned business participation goal that contractors must make a Good Faith Effort (GFE's) to meet on all government contracts. The Minority Business Enterprise (MBE) Liaison tracks the Good Faith Efforts, goals, and dollar spend manually for the Minority -owned, Women-owned and Veteran- owned businesses.

The purpose of this Request for Proposal (RFP) is to procure a system that will allow the MBE Liaison to track, manage and ensure compliance as outlined in the Resolution created for the MBE program.

Vendor Response Instructions:**General**

Additional material or detail may be added to the responses as appendices. Any additional materials provided should be concise, factual and facilitate understanding of the vendor and the proposed solution.

At the conclusion of the RFP process, an assessment of the responses will be conducted. Depending upon the results of that assessment, LFUCG may elect to invite selected respondents to conduct presentations and/or demonstrations of their systems.

In consideration of the value of your time, we have attempted to make the response process as simple and efficient as possible.

Vendor responses should be complete and include the following components, which are described below:

- Executive Summary
- Value Added Services
- Implementation
- Assumptions and Constraints
- Cost Proposal

Executive Summary

Please provide a brief explanation of your Supplier Diversity Tracking Management System's potential value to LFUCG, as compared to the competition. Please limit this section to two (2) pages.

Value Added Services

The Division of Central Purchasing requests a list of value added services based on the vendor's system. Value added services may include additional features or enhancements that LFUCG can consider at a later date.

Assumptions and Constraints

Please supply assumptions on which your solution and its estimates are based, along with any constraints you may have.

Cost Proposal

Vendors must provide the total cost of the system in response to this RFP using the form below. Cost proposals should include license fees, implementation, long term maintenance and any professional services that may be required.

First year cost including license, implementation, first year maintenance and any additional professional services required \$ _____

Second year maintenance \$ _____

Third year maintenance \$ _____

Fourth year maintenance \$ _____

Fifth year maintenance \$ _____

Point of Contact and Response Delivery

Please submit one (1) master (hardcopy), (1) electronic version in PDF format on a flash drive or CD and four (4) duplicates (hardcopies) of your submission for evaluation purposes to the following address by **2:00 PM EST on January 8, 2017**.

Todd Slatin, Director
200 East Main Street, Room 338
Lexington, Kentucky 40507

The delivery of your hardcopy response may be by US Mail, or delivery service (e.g., UPS, FedEx) or hand delivered.

Each vendor should also provide the name, address, email, and telephone number for a primary contact, to facilitate communication.

Timeline:

The milestone dates for this RFP are planned as follows:

Date	Schedule of Activities
December 8, 2017	RFP Issued
December 27, 2017	RFP Question Cutoff Date
January 8, 2018	RFP Response Due Date

Requirements:

The Division of Central Purchasing issues this Request for Proposal a Web-Based Hosted Supplier Diversity Tracking Management System. The system should have the following features as listed below:

1. Reporting –

The system must have the capability to extract reports based on special classifications, i.e. Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Service Disabled and/or Veteran Owned Business (SD/VSOB) spend by division and/or department. The reports must be customizable in order to meet the needs of LFUCG.

LFUCG must be able to extract reports without customization of the software.

2. Tracking –

The system must have the capability to track Good Faith Efforts made by all contractors.

The system must be able to track payments made by the prime contractors to subcontractors. The system should be able to track by Tier, i.e. Tier I, II, III and etc.

The Minority Business Enterprise (MBE) Liaison must be able to confirm and/or verify payments made by the prime contractor(s) and payment received by the subcontractor(s) based on the contract number.

3. Goal Setting/Availability –

The system must have the capability to set goals by commodity and/or specialty trade categories and analyze availability of minority and women-owned business enterprises and veteran-owned small businesses based on the project area.

4. Compliance –

The system must be able to accept and track certification documentation submitted by MWBE's, SDVOSB's and/or VOSB's.

In addition, the system must be able to accept and track Section 3 and HUD funds by project, certified payroll and labor compliance.

5. EEO/Affirmative Action/Workforce Analysis –

The system must have the capability to upload and track EEO data such as workforce analysis forms and Affirmation Action Plans (AAP's) submitted by all contractors. LFUCG wants to have the ability to track the internal workforce by race and/or ethnicity and job categories.

6. MWBE/Veteran Directory –

The system must have a database of all businesses certified and non-certified. The database should have a search feature and have the capability to export data into a report or an excel spreadsheet.

7. Registration –

All businesses must register in the system and have the use of a password or code to access the system upon use.

The selected vendor must be able to assist a business with registration by calling a 1-800 number or by email.

8. Alerts/Notifications –

The system must have a mechanism to send email notifications to all businesses and/or suppliers and to the MBE Liaison identifying new registrations.

The MBE Liaison must have the capability to send emails to a supplier and receive an email from a supplier, to request additional information in order for the supplier to be in compliance with LFUCG's MBE program.

The system must also have the capability to upload attachments to emails or notifications sent by LFUCG's MBE Liaison.

9. Training –

The selected vendor must be able to provide training to the end user(s) on the system and additional technical support when requested.

The selected vendor should provide customer service to assist all users twenty four (24) hours a day, seven (7) days a week.

A 1-800 number and email address must be provided in the event a user needs tech support when navigating the system.

10. Interface –

The system must have the capability to interface with third party software. LFUCG uses a procurement software system called Ion Wave and a PeopleSoft financials system.

Ion Wave houses all contract data, supplier information, special classifications, etc.

PeopleSoft contains all financial data for contracts such as purchase orders, change orders, procurement card (Pro-card) and payment information.