



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Louisville Forward	Department Contact	Rebecca Fleischaker
Contact Email	Rebecca.Fleischaker@louisvilleky.gov	Contact Phone	502-574-2974

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2016	06/30/2017		

VENDOR INFORMATION

Vendor Legal Name	TKT & Associates, Inc.				
DBA					
Point of Contact	Tierra Kavanaugh Wayne	Email	tierra@tktandassociates.com		
Street	9200 Shelbyville Road				
Suite/Floor/Apt	Suite 600	Phone	502-499-9440		
City	Louisville	State	KY	Zip Code	40222
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #	094000				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable	✓	✓			

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$30,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	505	3324	333000	521301
Payment Rate		per hour		per day	per service
		per month		Other	
Payment Frequency		Monthly		Upon Completion / Delivery	
		Quarterly	✓	Other	see attached

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT (“AGREEMENT”), is made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through **LOUISVILLE FORWARD**, which performs its economic development functions, herein referred to as **“METRO GOVERNMENT”**, and **TKT & ASSOCIATES, INC.**, with offices located at 9200 Shelbyville Road, Suite 600, Louisville, Kentucky, 40222, herein referred to as **“CONSULTANT”**.

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to the FastTrac Growth Venture program, which requires a certified Kauffman Foundation facilitator; and

WHEREAS, the Consultant, who is the only certified Kauffman Foundation facilitator of the FastTrac Growth Venture program for Kentucky and Southern Indiana, and who has administered this program in the past, has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant.

However, such use must be documented in the invoice(s) submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following: administering and facilitating the FastTrac Growth Venture 10-week program, which is also set out as Exhibit A to this Agreement attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement. The first installment, which shall be based on the number of participants (at a cost per participant of \$1,750.00 plus a one-time administrative fee of \$6,000.00), shall be made upon final execution of this Agreement. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00)**.

B. Detailed invoices shall be presented semi-annually, which invoices shall indicate a general accounting of the hours expended in service under the contract and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice. In the event

payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate an accounting of hours expended as described heretofore.

C. The Metro Government shall not reimburse out-of-pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin July 1, 2016 and shall continue through and including June 30, 2017.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro

Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made, and other work as assigned by the director to support the mission of the department and all divisions.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Exhibit B attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

(a) He, or any member of his immediate family, has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant 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. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision

cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY
CONTINGENT UPON APPROVAL OF THE
APPROPRIATION FOR THIS CONTRACT
BY THE METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
LOUISVILLE FORWARD



MICHAEL J. O'CONNELL
Jefferson County Attorney

By: [Signature]
Asst. Jefferson County Attorney

Printed name: Paul C. Rutherford

Date: 8/13/16

By: E. Jeffrey Mosley

Title: Deputy Chief

Printed name: E. Jeffrey Mosley

Date: 8/30/16

TKT & ASSOCIATES, INC.
CONSULTANT

By: [Signature]

Title: CEO

Printed name: Tierra Kavanaugh Wayne

Date: 08/18/2016

Taxpayer Identification No.
(TIN): [REDACTED]

Louisville/Jefferson County
Revenue Commission Account
No. [REDACTED]

EXHIBIT A

EXHIBIT B

I. **INSURANCE REQUIREMENTS.**

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Consultant shall not commence work under this agreement until all insurance required under the agreement has been obtained and until copies of policies or certificates thereof are submitted to and approved by Metro Government (who may request review by Metro Government's Risk Management Division). Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by Metro Government. Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

The following clauses shall be added to Consultant's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the agreement.
- A. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence

and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises – Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease – Policy Limit/\$100,000 Disease – Each Employee.**

II. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

III. MISCELLANEOUS.

A. Consultant shall procure and maintain insurance policies as described herein and for which Metro Government shall be furnished Certificates of Insurance upon the execution of the agreement. The Certificates shall include the name and address of the person executing the Certificates of Insurance as well as the person's signature. If policies expire before completion of the agreement, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the agreement and upon renewal of insurance coverage(s) the Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget

Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

- C. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE.** Consultant shall notify Metro Government's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Consultant shall notify Metro Government's Risk Management Division within two (2) business days. If Consultant fails to notify Metro Government as required by this agreement, Consultant agrees that such failure shall be a breach of this agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or materials change of coverage in accordance with policy provisions. When requested by Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of Consultant hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Consultant.

RESOLUTION NO. _____, SERIES 2016

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED PROFESSIONAL SERVICE CONTRACT - TKT ASSOCIATES, INC. - \$30,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

ECONOMIC DEVELOPMENT

\$30,000.00 for a noncompetitively negotiated Professional Service Contract with TKT Associates, Inc. for professional services regarding the FastTrac Growth Venture program, which requires a certified Kauffman Foundation facilitator, from July 1, 2016 through June 30, 2017.

SECTION II: This Resolution shall take effect upon its passage and approval.

H. Stephen Ott
Metro Council Clerk

David Yates
President of the Council

Greg Fischer
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: 



ARE YOU AN ESTABLISHED SMALL BUSINESS OWNER WHO WANTS TO TAKE THE NEXT STEP?

Louisville Forward is offering a 10-week program for small business financial and strategic planning.



If you are a small business owner, chances are you started with a business plan. And if you haven't revisited that plan since you started your business, you may need a new plan to move your business forward. A strategy for sustained, manageable growth can take your business to the next level.

Kauffman Foundation's FastTrac® GrowthVenture™ program is a flexible 10-week course, offered by TKT & Associates, Inc. in a 3-hour/week format, with a proven framework to help established small business owners realize their business' full potential through sustainable growth and operational efficiency. TKT provides certified instructors to facilitate the courses in an interactive, group-oriented environment where participants can network with one another to bolster their business knowledge and ideas.

This course is for small business owners who are ready to grow, but don't have the tools in place to reach the next step, whether it's developing a financial or strategic plan, or expanding operations or locations. FastTrac GrowthVenture focuses on the issues needed to build and sustain growth.



In order to apply, businesses must:

- Employ at least two full-time employees, in addition to the owner
- Be in existence a minimum of 3 years
- Be located in Jefferson County

To apply online, please visit <http://tktandassociates.com/services/fasttrac/application/>

Courses Provided by TKT



COURSE DETAILS:

SIZING UP YOUR BUSINESS & VISION FOR GROWTH (Weeks 1 and 2)

Evaluating your business is not always an easy process, especially while you are spending so much time handling your day-to-day operations. Defining success, planning for growth and clarifying your vision will prepare you and your business for increased growth and profitability.

STRATEGIC DECISIONS & BUDGETING STRATEGIES (Weeks 3 and 4)

Understanding that your strategy must match your vision is the best place to start when making strategic decisions. Using financial planning is imperative for this process to succeed. Budgeting and marketing strategies need to be established and incorporated into your Executive Summary, which will help guide you to reach your vision.

STRENGTHEN YOUR PRODUCT/SERVICE & SEIZE THE MARKET (Weeks 5 and 6)

Putting in place a process of evaluating your market and competition helps you adjust your product or service offerings to accommodate the needs of your market. Protecting your brand and its position with pricing strategies and marketing tactics will strengthen your plan. Preparing your product/service projections, competitive analysis and marketing plan will lead to steady and sustained growth.

LEADING YOUR BUSINESS & MANAGING GROWTH (Weeks 7 and 8)

After a serious evaluation of where your business is now, you've identified your vision for the future, and developed a budget and financial strategy; it's time to prepare to lead a healthy organization. Using an effective operational plan is essential to manage your business growth while adjusting your leadership strategy as your business matures through its life cycles.

MEASURING PERFORMANCE & MAKING IT HAPPEN! (Weeks 9 and 10)

Completing financial projections requires using income, cash flow and balance sheet statements to monitor and analyze profits. Monitoring key financial indicators helps you form realistic goals for your business growth. Once you have finalized your financial plan, you are ready to pull all of these elements together to make it happen. You are encouraged to call on your peers, colleagues and professional advisors to present your strategic plan, get feedback and adjust accordingly. Relationships formed with peers and experts through GrowthVenture provide for a wealth of shared knowledge and support. Now, make it happen!

FastTrac® GrowthVenture™ is a registered trademark of the Kauffman Foundation of Entrepreneurship



KAUFFMAN
FASTTRAC.

For more information, please call us at 502.574.4140.
www.louisvilleky.gov/louisvilleforward



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Vendor will administer and facilitate the FastTrac Growth Venture 10-week program for Louisville Forward, which assists small businesses in financial and strategic planning, which helps further Louisville Forward's mission to stimulate economic development and assist local businesses develop the tools to grow.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Vendor is the only known source, as vendor is the only certified facilitator by Kauffman Institute for Kentucky/Southern Indiana, which is required in order to teach this FastTrac Growth Venture 10-week program. Vendor has also administered this program in the past.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Rebecca F. Couch Date 8.10.16
Signature
Rebecca F. Couch
Printed Name

Purchasing Director Joel Neaveill Date 9/2/16
Signature
Joel Neaveill
Joel Neaveill

Attachment to TKT Noncompetitive Request

Reimbursement shall be made at a cost per participant of \$1,750 plus a one-time administrative fee of \$6,000.