



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

DS
TN

Department	Public Health and Wellness	Department Contact	Briana Lyddane
Contact Email	Briana.Lyddane@louisvilleky.gov	Contact Phone	502-574-6690

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)	08/16/2021	06/30/2022		

VENDOR INFORMATION

Vendor Legal Name	Honing LLC				
DBA					
Point of Contact	Emily Brandon	Email	embrandon@gmail.com		
Street	140 East Maple Street				
Suite/Floor/Apt		Phone	859-948-8081		
City	Glendale	State	KY	Zip Code	42740
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
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	\$45,500	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant	✓	Federal Granting Agency	ARP		
Other		Describe:			
Account Code String #	2210	605	2301	489308	521301
Payment Rate		per hour		per day	per service
	\$6,500.00	per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



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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.

As part of Public Health and Wellness's COVID-19 response, the Office for Globalization will contract with Honing LLC (aka Emily Brandon) to achieve the scope of work outlined in the attached.

We need to utilize this contract through the rest of FY22 and have increased the contract amount needed. In addition an updated scope of work is attached.

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.

The Office for Globalization is currently overwhelmed by the numerous essential needs of various international communities within Louisville and require additional staffing support to effectively help Louisville's foreign-born residents navigate barriers during the Coronavirus pandemic. With Emily's past role/responsibilities within Greater Louisville, Inc. and extensive knowledge of our multicultural communities and fluent in multiple languages dominant in Louisville, Emily is the best choice for this work as she spent the a number of years building community relationships with those outlined in the above scope of work.

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: Connie S Mendel, Date: October 26, 2021

Purchasing Director: Joel Neaveill, Date: 10/29/2021

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS (LMPHW)**, hereinafter referred to as "**METRO GOVERNMENT**" or "**METRO**" and **HONING LLC** with offices located at 140 East Maple Street, Glendale, Kentucky 42740, herein referred to as "**CONTRACTOR**",

W I T N E S S E T H:

WHEREAS, Contractor and the Metro Government entered into a Contract concerning management and oversight of partnership activities to the LMPHW Office of Globalization’s COVID-19 Multicultural Community Campaign; and

WHEREAS, the parties wish to amend the Agreement by increasing its not-to-exceed amount, its duration, its scope of work and by adding terms now required to appear in the Agreement by Kentucky law;

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

Section I. That Agreement Section I, Subsection D is hereby amended to read as follows:

D. The services of Contractor shall include but not be limited to the following: Services outlined in statement of work in Attachment A to this Agreement and Attached A to the First Amendment thereto, both Attachments being attached to their respective documents and fully incorporated therein..

Section II. That Agreement Section II, Fees and Compensation, Subsection A, is hereby amended to read as follows:

A. Contractor shall be reimbursed for professional services rendered

according to the terms of this Agreement in an amount equal to **SIX THOUSAND DOLLARS, (\$6,000.00)** per month for services performed from August 16, 2021 through November 30, 2021 and **SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00)** per month for work performed from December 1, 2021 through June 30, 2022. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,500.00)**.

Section III. That Agreement Section III, Duration, Subsection A is hereby amended in its entirety to read as follows:

A. This is a professional service contract which shall begin August 16, 2021 and shall continue through and including June 30, 2022.

Section IV. That, as required by Kentucky law, there are hereby added to the Agreement the following sections:

XIX. 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 therefor, 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 therefor.

(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 therefor.

(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.

XX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Contractor shall reveal any final determination of a violation by the Contractor 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 Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

Section V. All other terms and conditions as set forth in the Agreement and the Amendments thereto shall remain in full force and effect as if fully set out herein.

**APPROVED AS TO FORM
AND LEGALITY PENDING METRO
COUNCIL APPROVAL OF THE
APPROPRIATION TO FUND
THIS CONTRACT:**

DocuSigned by:
Paul Rutherford
2C1BE090F1BB454
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Sarah Moyer
6299D4EB7E6744A
DR. SARAH S. MOYER
M.D., MPH, DIRECTOR,
DEPARTMENT OF
PUBLIC HEALTH AND WELLNESS

Date: 12/10/2021

Date: 1/17/2022

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HONING LLC

DocuSigned by:
[Signature]
2BB2648798204BE...
By: _____

Title: Principal

Date: 1/16/2022

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Health Department - Contract (Sole Source) with Honing LLC First Amendment 110121.doc[pr]

ATTACHMENT A

Louisville Global Community & Economic Development Projects
2021-2022 Multicultural Community Campaign Phase III
Statement of Work
Honing LLC – D-U-N-S Number [REDACTED]

Timing of work to be performed:

December 1, 2021 through June 30, 2022
Part-time (minimum of 20 hours per week)
virtual/in-person/hybrid

Rate:

\$6,500 monthly

Duties/Requirements:

- I. Oversee the Office for Globalization’s COVID-19 Multicultural Community Campaign for COVID testing, vaccine clinics and information outreach to multicultural communities. Activities to include, but not limited to:
 - Support, as needed, ARP Accelerator team and external partner leaders in the weekly check-in meetings with community partner organization representatives (Americana Community Center, Somali Community of Louisville, See Forward Ministries)
 - Facilitate connections to targeted resources, as needed, to support project success
 - Oversee tracking and reporting of outcomes for final report
 - Provide community partner organizations with guidance and support, as needed
 - Liaison for conversations between community partner organizations and appropriate LMG agencies, as needed

- II. Oversee and support the launch of a targeted small business pilot program to assist NewAmerican business owners with COVID resilience and recovery. Activities to include, but not limited to:
 - Determine the most effective course of action needed to assist with needs identified from the needs assessment / follow-up survey of COVID-impacted businesses.
 - Contribute to the development and improvement of implementation tools, training curriculums, business development approaches as needed, and provide both Office for Globalization’s and partners’ staff with training and technical support.
 - Ongoing assessment of workshops, programs and communication with local partners to identify opportunities for improvement.
 - Liaison for relationships and facilitate guidance between the Office for Globalization, partners, business owners, and LMG agencies, as needed, to ensure trajectory of success.
 - As time and resources permit, support additional economic recovery and economic development initiatives aligned to project goals.

- III. Maintain and develop relationships with key external organizations and other governmental entities.



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Contract Type: check one	New	Amendment		
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Professional Service	✓			
Sole Source (goods/services)				
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Requested Contract Dates (MM/DD/YYYY)	08/16/2021	11/30/2021		

VENDOR INFORMATION

Vendor Legal Name	Honing LLC				
DBA					
Point of Contact	Emily Brandon	Email	embrandon@gmail.com		
Street	140 East Maple Street				
Suite/Floor/Apt		Phone	859-948-8081		
City	Glendale	State	KY	Zip Code	42740
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
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	ARP		
Other		Describe:			
Account Code String #	2210	605	2301	489308	521301
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As part of Public Health and Wellness's COVID-19 response, the Office for Globalization will contract with Honing LLC (aka Emily Brandon) to achieve the scope of work outlined in the attached.

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

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The Office for Globalization is currently overwhelmed by the numerous essential needs of various international communities within Louisville and require additional staffing support to effectively help Louisville's foreign-born residents navigate barriers during the Coronavirus pandemic. With Emily's past role/responsibilities within Greater Louisville, Inc. and extensive knowledge of our multicultural communities and fluent in multiple languages dominant in Louisville, Emily is the best choice for this work as she spent the a number of years building community relationships with those outlined in the above scope of work.

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.

Connie S Mendel

Department Director _____ Date August 26, 2021

Signature Connie S Mendel

Printed Name by:

Joel Neaveill

Purchasing Director _____ Date 9/14/2021

Signature

Joel Neaveill

SMALL PURCHASE SOLE SOURCE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, through its **DEPARTMENT OF PUBLIC HEALTH & WELLNESS**, herein referred to as “**METRO GOVERNMENT**”, and **HONING, LLC.**, with offices located at 140 East Maple Street, Glendale, KY 42740 herein referred to as “**CONTRACTOR**”,

W I T N E S S E T H:

WHEREAS, the Metro Government is in need of certain professional services with respect to management and oversight of partnership activities to the Office of Globalization’s COVID-19 Multicultural Community Campaign.

WHEREAS, the Contractor 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. Contractor shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Contractor’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. Contractor, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Contractor. However, such use must be documented in the invoice submitted for those services rendered.

C. If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Contractor 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 Contractor shall include but not be limited to the following: Services outlined in statement of work in Attachment A.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **SIX THOUSAND DOLLARS, (\$6,000.00)** per month. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered, and payment therefor shall be made at monthly intervals until the termination of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service 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 Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract.

The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Contractor, 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 August 16, 2021 and shall continue through and including December 31, 2021.

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 Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor 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

Contractor 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 Contractor'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 Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor'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 Contractor'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.

VII. INSURANCE REQUIREMENTS

Insurance is not required for this contract.

HOLD HARMLESS CLAUSE: The Contractor shall 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 Contractor's (or Contractor'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 breach of contract, and (2) not caused by the negligent act or omission or willful misconduct 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. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor 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

Contractor agrees that it shall act in accordance with all applicable laws, regulations and codes of the federal, state and consolidated local governments.

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 Contractor, 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.

Contractor agrees that in the implementation and administration of actions made possible through this Agreement it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, because the person is a qualified individual with a disability, age 40 or over, familial status, sexual orientation, gender identity, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

XI. 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 is 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.

XII. OCCUPATIONAL HEALTH AND SAFETY

Contractor 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. Contractor 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 Contractor performs work under this Agreement. Contractor 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.

XIII. SUCCESSORS

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

XIV. 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.

XV. 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.

XVI. 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, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. 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.

XVIII.. REQUIRED FEDERAL TERMS Contractor shall comply with the federal required contract terms attached hereto and fully incorporated herein as Attachment B.

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

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:



**By: _____
DIRECTOR OF PROCUREMENT**

Date: 9/21/2021

HONING, LLC

DocuSigned by:



By: _____

2BB2648798204BE...

Title: Principal

Date: 9/21/2021

Attachment A
Louisville Global Community & Economic Development
Projects Multicultural Community Campaign Phase III – Fall 2021
Statement of Work

Timing of work to be performed:

August 16, 2021 through November 30, 2021

Part-time (minimum of 20 hours per week)

virtual/in-person/hybrid

Rate:

\$6,000 monthly

Duties/Requirements:

- Manage and oversee partnership activities to the Office for Globalization's COVID-19 Multicultural Community Campaign for COVID testing, vaccine clinics and information outreach to multicultural communities:
 - o Manage weekly check-in meetings with partner organization representatives (Americana Community Center, Somali Community of Louisville, See Forward Ministries)
 - o Facilitate connections to targeted resources as needed to support project success
 - o Oversee tracking and reporting of outcomes for final report
 - o Oversee grant implementation and review invoices with accompanying documentation for accuracy
- Maintain and develop relationships with key external organizations and other governmental entities
- Oversee and support the launch of a targeted small business training pilot program to assist New American business owners with COVID resilience and recovery
- As time and resources permit, additional economic recovery and economic development initiatives aligned with program goals



A driven global professional with a passion for impactful work and 15+ years' experience in program management, education and training, cross functional leadership, community outreach, and coalition building

Formal Education on 3 Continents	Extensive International Experience
<p>2013 - University of Louisville (continuing education) <i>Project Management Fundamentals; Practical Applications</i></p> <p>2006 - Katholieke Universiteit Leuven, Belgium - <i>Master, Cultures and Development Studies</i>, with Honors</p> <p>2002 – Georgetown College, Georgetown, KY- <i>Bachelor of Arts in English and Philosophy</i>, Summa Cum Laude</p> <p>1998 - Rift Valley Academy, Kijabe, Kenya <i>Secondary School</i>, Highest Honors</p> <p>Proficiency in Multiple Languages: Native English with English BA degree, advanced French, proficient Spanish, intermediate Dutch, basic Swahili, basic conversational Japanese</p>	<p>1991-98 – Lived and studied in France (French immersion), Burundi and Kenya among global peers.</p> <p>2004-2006 – Lived, worked and studied in Kenya and in Belgium with globally diverse students and colleagues.</p> <p>2008-2012 – Built international community on a small college campus; extensive learning from diverse cultural perspectives</p> <p>2013-16 Worked with global business community, students, educators & professionals to increase engagement and retention of talent. Completed a global community action plan, helped envision and launch talent attraction initiative.</p> <p>2018-2020 – Consulting and education work in Okinawa, Japan</p>

Honing LLC

Owner and Principal Program Development Consultant 2017-present

I work with a variety of clients to help design/redesign programs and initiatives to address identified needs among the communities and constituencies they serve. Most of my consulting work has been within educational institutions, non-profits, governmental agencies and start-up businesses. I work closely with clients to help define requirements, gather critical information, and align priorities to inform strategic decisions, partnerships and plans.

Most relevant clients & projects include:

Okinawa Institute of Science and Technology, Okinawa, Japan 2018-2019

I worked closely with the Vice President for University Community Services to gather critical data and community feedback and create a comprehensive report to inform decisions about future educational initiatives. Key activities included online research, policy review, extensive interviews, stakeholder survey and analysis.

Louisville Metro Government, Office of Globalization, Louisville, KY 2017-2018

I worked with national partners and local leaders from the Mayor's office, the regional workforce board, the employer community and the international professional community to address the challenge of integrating foreign-trained professionals with degrees and licenses from outside the US into appropriate professional roles in the United States. I conducted extensive benchmark research, data collection and review, stakeholder surveys and interviews and compiled a report of key findings, most relevant resources and data-driven recommendations for future program efforts.

World Affairs Council of Kentucky & Southern Indiana; Young Latin American Innovators program -- Sept 2017, 2018
Assisted Latin American entrepreneurs connecting with community resources relevant to their projects and priorities.

Okinawa City Board of Education – Yamauchi Junior High School and Miyazato Elementary School

Assistant Language Teacher working with Frontier Teacher program

2019 - 2020

- Created and delivered interactive, visual, communication-focused English classes for upper elementary/junior high
- Dramatically improved student competence, confidence, enjoyment and interest in English (per 2020 student survey and reflected in 2021 student outcomes)

Access Ventures

Program Management Internal Consultant, impact investing and economic inclusion

2017

- Assessed existing portfolio of program initiatives, engaged stakeholders to identify needs and opportunities, evaluate priorities and determine “winning moves” to maximize impact of program efforts
- Worked with program leads to plan enhancements including connections and strategies for outreach to underrepresented & minority communities and process improvements across program areas
- Coached program area leads to take a continuous improvement mindset around their areas of responsibility
- Collaborated on a cross-organizational “Trillion Dollar Moonshot” project for the E.W. Kauffman Foundation: captured findings during an interactive workshop on removing barriers to entrepreneurship and co-wrote final report

Greater Louisville, Inc.

Louisville, KY, USA

Program Manager, Global Talent and Workforce Inclusion

2014 - 2017

- Handled a steadily-growing portfolio of education, talent and workforce programs involving both inward- and outward-facing relationship management with professionalism and dedication, with minimal supervision, resources or support
- Managed multiple existing programs which required redesign (GLIP, Intern to Earn) as well as new programs built from scratch (Global Louisville, Louisville Latino Educational Outreach) and business engagement support for the Mayor’s SummerWorks program, JCPD Career Academies and multiple other external programs
- Organized and distilled extensive information and resources into accessible formats to share digitally and via in-person presentations; managed content and organized speakers and panels for global business and other workshops
- Maintained websites, databases, and stakeholder communication via social media and digital marketing efforts
- Executed a demanding schedule of events, activities and communications in order to engage multiple key audiences
- Worked directly with companies and internal leadership to align activities, initiatives and resources more closely with the priorities of the region’s business community and the needs of the region’s professional population
- Built relationships across industries and sectors including education (K-12 and universities), workforce development, business community, non-profits, professional networks, media outlets, community organizations, and government
- Co-led the comprehensive study and strategic planning process to design and implement coordinated initiatives to help make Greater Louisville more welcoming to immigrants and to maximize their economic inclusion and positive community impact

Greater Louisville, Inc.

Louisville, KY, USA

Greater Louisville International Professionals (G.L.I.P.) Coordinator

2013 - 2014

- Planned and implemented events, activities and projects in coordination with internal and external stakeholders
- Coordinated day-to-day tasks to support smooth functioning of program, served as assistant to program director, and maintained positive, service-oriented relationships with members, partners, sponsors and program leadership
- Designed marketing materials and managed program communications using a variety of technology and media platforms, including website content, social media presence, event and program marketing, and monthly e-newsletter
- Connected with an extensive network of employers, recruiters, service providers and relocation specialists to promote awareness of program resources available to companies and their international employees
- Elicited feedback from members and leaders, identified opportunities for program improvements, and proposed initiatives to increase the relevance, impact and value of program activities
- Redesigned new member orientation program to identify and target the most relevant needs of members

Georgetown College

Director of International Programs

Georgetown, KY, USA

2008 - 2012

- Developed and implemented a vision for a comprehensive International Programs office
- Actively engaged stakeholders across campus and worked collaboratively to identify challenges, assess needs, plan for growth, equip offices, develop appropriate policies and procedures, consider risk-management strategies, and provide support services for international initiatives.
- Worked closely with faculty to develop faculty-led programs, and to identify opportunities and “fit” for education abroad within the curriculum of specific academic programs
- Designed and introduced a consistent pre-departure preparation process for education abroad students and a comprehensive structure for maintaining consistent contact and meaningful multicultural learning throughout students’ academic careers.
- Developed robust and trusting relationships with partners in Oxford and helped to establish appropriate and consistent preparation and support structures for GC students in the Oxford tutorial program
- Built a peer-to-peer community among students to transfer enthusiasm for education abroad, to help with outreach efforts and to share experience with their fellow students
- Initiated a proactive and intentional approach to parents of students planning to study abroad by providing information and guidance, address common concerns and establish a cooperative approach to supporting the students’ planning process
- Established and maintained positive relationships with program partners and actively engaged with NAFSA, KCEA and other relevant organizations to pursue ongoing professional development; hosted statewide NAFSA conference

Center for Intercultural Management and Intercultural Communication

Multicultural Training Intern

Mechelen, Belgium

2006

- Assisted with development, planning and implementation of a wide variety of global intercultural training programs
- Facilitated pre-departure orientation and learning activities for government-funded exchange students to the U.S.

Lessius Hogeschool

Fulbright English/American Studies Teaching Assistant

Antwerp, Belgium

August 2004-July 2005

- Taught undergraduate and Master’s level students; helped colleagues to develop creative projects to engage students
- Created and delivered presentations about U.S. topics and hosted educational events for various community groups
- Worked closely with the school’s website designer to build an American Studies Center website

Rift Valley Academy

French language and culture instructor

Kijabe, Kenya

January - July 2004

- Taught French language and culture classes to students from many linguistic and cultural backgrounds
- Facilitated student activities and student-led fundraisers, events and extracurricular activities
- Taught gourmet cooking class & developed creative new assessments: global recipe collection/“Iron Chef” final exam

Awards & Recognitions

“Forty Under 40”, Louisville Business First 2016 honoree

Fulbright Program scholarship recipient, 2004-05

NSHMBA Louisville Chapter 2014 Board Member of the Year; 2015 award for outstanding partnership

Leadership Louisville, Focus Louisville 2017

Commissioned “Kentucky Colonel” for community service and leadership

ATTACHMENT B

REQUIRED FEDERAL CONTRACT TERMS

1. The following federal requirements apply to all contracts:

a. **Debarment and Suspension**

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. (3) This certification is a material representation of fact relied upon by Louisville Metro Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

b. **Byrd Anti-Lobbying Amendment**

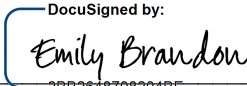
- i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- ii. . If applicable, contractors must sign and submit to the non-federal entity the following certification:

1. Certification for Contracts, Grants, Loans, and Cooperative Agreements

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Honing LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

2BB2648798204BE...

Signature of Contractor's Authorized Official
Emily Brandon Principal

Name and Title of Contractor's Authorized Official
9/21/2021

Date

c. Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

d. Access to Records

- i. Contractor agrees to provide the Purchaser, the United States granting agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the United States granting agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- e. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
- f. TITLE VI The Metro Government and Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the

Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.

- g. ALL FEDERAL: Contractor's DUNS Number [REDACTED].

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>.

h. Davis-Bacon Act

- i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- iii. Additionally, contractors are required to pay wages not less than once a week.

i. Copeland Anti-Kickback Act

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- 1. If this Contract includes work by mechanics or laborers:

j. Contract Work Hours and Safety Standards Act

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- iii. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.