

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and People Strategy Business Consulting, LLC (hereinafter "Contractor"), with its principal place of business at 4949 Brownsboro Road Ste. 263, Louisville, KY 40222.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

People Strategy Consulting will provide professional leadership coaching services as outlined in the proposal attached and incorporated herein. Their coaching approach includes creating self-awareness and development for continuous improvement of the an executive's leadership performance; implementing specific, measurable, actionable, responsive, and timely (SMART Goals) individual professional development goals supporting more effective leadership; coaching the executive to build and lead a strong effective team that inspires accountability, teamwork and understanding of the key priorities to reach organizational goals and meet the needs of the organization as part of the leadership

team in implementing the strategies required to meet organizational objectives. The actual dates and locations of services will be agreed upon by the Contractor and the District.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the term of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>Not to exceed \$11,000.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receiving an invoice for services completed.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A.</u>
Fund Source:	<u>General Fund</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 23, 2014 and shall complete the Services no later than September 22, 2015, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. 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 this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 23, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 61-1373977

JEFFERSON COUNTY BOARD OF
EDUCATION

PEOPLE STRATEGY BUSINESS
CONSULTING, LLC
CONTRACTOR

By: _____

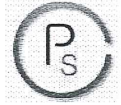
By: Deanna D. Philpott

Title: Donna M. Hargens, Ed.D.
Superintendent

Title: Deanna D. Philpott
Principal Consultant/Executive
Coach

Cabinet Member: Donna M. Hargens

(Initials)



People Strategy Consulting Capabilities as Executive Leadership Coaches

This proposal for executive leadership coaching professional services is submitted by:

People Strategy Consulting

Deanna D. Philpott, Principal Consultant/Executive Coach
4949 Old Brownsboro Road - Suite 263
Louisville KY 40222
502.721.9058

September 18, 2014

People Strategy Consulting (PSC) specializes in leadership and organizational development, as well as individual and executive team coaching. A woman-owned company with over fifteen years of experience partnering with various companies, non-profit organizations and educational institutions, PSC has provided expertise in the areas of coaching leaders, building high performance leadership teams, enhancing organizational culture and communications, leadership development and training and strategic planning with executive teams. PSC has the expertise, skills and abilities to help JCPS maximize one of their most valuable resources, their executive leadership.

Our success is built on business integrity, collaboration and partnering with each of our clients to create unique, customized solutions. Senior-level consultants provide all coaching and consulting services offered by PSC.

Overall Approach to INDIVIDUAL Executive Leadership Coaching

PSC views leadership and executive coaching as a series of disciplined, confidential individual sessions between the professional leadership coach and the executive. Our executive coaching process is designed to improve managerial and leadership effectiveness for the top leadership within an organization. This customized individual leadership coaching approach provides the executive with an opportunity to explore professional and career issues. Our process will take place in real time using day-to-day situations as the basis for discussion with a seasoned leadership coach who will provide straightforward and practical feedback.



The PSC executive leadership coaching process provides for both objective and subjective data gathering regarding the individual executive's leadership skills, abilities, and areas for development. Assessment and tools used by PSC include assessments relative to an individual's leadership skills and abilities. PSC uses an objective, predictive assessment (Chally) that identifies leadership skill level based on validated leadership competencies, as well as work motivations and work habits. PSC also collects subjective data through 360-interviews. This data is comprised of perceptions regarding an individual's leadership style, abilities and behaviors. The individual one-on-one, confidential coaching sessions allow the JCPS executive to receive feedback regarding data collected. A twelve-month leadership development plan is implemented as a deliverable of this process. This development plan provides direction and accountability for desired outcomes for the JCPS executive.

Our executive coaching process focuses on the main areas of:

- Creating self-awareness and development for continuous improvement of an executive's leadership performance
- Implementing specific, masurable, actionable, responsive and timely individual professional development goals supporting more effective leadership
- Coaching the executive to build and lead a strong team that inspires accountability, teamwork and understanding of the key priorities to reach organizational goals
- Meeting the needs of the organization as part of the leadership team in implementing the strategy to meet business objectives

Detailed Outline of the Individual Executive Leadership Coaching Process

*this section is considered confidential proprietary information and we request it be treated as such

The following information outlines in detail People Strategy Consulting's Individual Executive Leadership Coaching process. We have identified the consulting hours required for each of the steps in the process. *(Note: Based on our experience, we recommend that all coaching sessions be conducted face-to-face to maximize the coaching effectiveness and individual progress.)*

INDIVIDUAL LEADERSHIP COACHING PROCESS

Step 1: Initiate Coaching Process

- One-on-one introductory coaching session with the JCPS executive and the PSC leadership coach to explore expectations and needs; discuss professional background and experience; and determine any additional assessment inventories to be used in the coaching process.

Consulting: one and one-half hour meeting



Step 2: Assessments, Feedback and Individual Coaching Sessions

- Leadership Assessment: Distribute and administer the Chally assessment, an objective, predictive leadership assessment to identify one's natural leadership strengths and development opportunities as related to the executive's leadership position, as well as describe one's work motivations and habits. One coaching session will be dedicated to providing confidential feedback and discussing the personal assessment results.

Administration and Analysis of Assessment Results: two and one-half hours

Assessment Feedback/Coaching Session: one and one-half hours

Chally Assessment: invoiced as a direct cost

- 360-Interviews and Feedback - Executive's Direct Reports: Individual interviews will be conducted by the Leadership Coach with the executive's six direct reports to gather feedback and 'real time' information on the perception of the executive's leadership style, behaviors and communications. A confidential executive summary of the feedback will be prepared and shared with the executive at one of the coaching session to increase individual self-awareness.

Conducting six one-hour 360-Interviews: six-hours

Preparation, Data Analysis, Written Summary: four-hours

- 360-Interviews and Feedback - with other peers, community leaders, school board members (as requested): Individual interviews will be conducted by the Leadership Coach with other stakeholders as identified to gather feedback and 'real time' information on the perception of the executive's leadership style, behaviors and communications. A confidential executive summary of the feedback will be prepared and shared with the executive at one of the coaching session to increase individual self-awareness.

(Note: The additional 360-interviews under this section are included in this proposal as a separate per interview professional fee)

Conducting one-hour 360-Interview: one-hour per interviewee

Preparation, Data Analysis, Written Summary: one-hour per interviewee



- **On-Going Coaching Sessions:** In addition to the two feedback sessions to present assessment results and 360-interview data, it is recommended a minimum of ten coaching sessions (90-minutes per session; twice a month) be provided. Based on the foundational data gathered and presented, the leadership coach will assist the leader in refining specific individual leadership goals, define action steps to be taken, and monitoring progress. Accountability will be accomplished by providing alternative positive behaviors for real situations to be practiced and their potential benefits will be discussed in relationship to the coaching goals established.

*Preparation for each Coaching Session: two-hours, per month
Conduct (two per month) Coaching Session: three-hours, per month*

Step 3: Create Individual Leadership Development Plan (LDP)

- **Leadership Development Plan:** Approximately halfway through the coaching engagement, the executive and the leadership coach will discuss and create a twelve-month individual Leadership Development Plan (LDP) based on all assessment feedback, interview data and the progress made in the coaching sessions. The executive will prepare a formalized development plan, which will include the application of new approaches and/or behaviors to current organizational issues and challenging leadership situations. The execution of this LDP will provide accountability for the agreed upon professional and personal goals established.

Review and edit draft LDP: two-hours

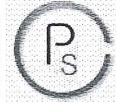
- **Periodic Check In/Progress Calls:** During this coaching process, there will be periodic check in calls on an as-needed basis with the leadership coach and the executive regarding the coaching progress. This assures that the coaching process remains on track.

Monthly Check in Calls (as needed): phone support (no charge)

Step 4: Communicate Leadership Development Plan and Gain Support

- The leadership coach will facilitate a meeting with the executive and the executive's team to present the executive's 12-month professional Leadership Development Plan (LDP). This development plan may be modified, if needed, based on any team feedback received.
(NOTE: While the results of all assessments are confidential and property of the executive being coached, the leadership development plan is shared and is considered information that is owned by both the executive and JCPS.)

Consulting: one and one-half hours



Step 5: On-Going Coaching for Individual and Organizational Success

- Continued coaching can be provided to the leader beyond the initial six-months coaching engagement (introductory and feedback sessions plus ten coaching sessions) to ensure the proper execution of the twelve-month individual Leadership Development Plan.

(Note: this proposal does not address any additional individual coaching time after the initial 6-month timeframe. If additional coaching is desired, we recommend continuing with the two meetings per month process in additional three- or six-months increments).

Methods and Tools for Assessing Leadership Skills, Abilities and Knowledge

*this section is considered confidential proprietary information and we request it be treated as such

People Strategy Consulting uses a variety of methods and tools to measure leadership skills and abilities. The assessments and tools that are planned for this executive leadership coaching assignment are listed below.

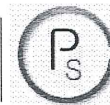
INDIVIDUAL EXECUTIVE LEADERSHIP COACHING

As part of this proposal, PSC will be using our proprietary individual leadership coaching methodology (as outlined in this proposal) which has a proven track record for success. We will also be using the following assessment and tools:

Chally - Predictive Assessment: The Chally assessment measures strengths in validated leadership competencies and identifies specific development areas relative to the predictive skills of an individual for a particular leadership position or role. This information can help prevent derailment and obtain optimum performance results for the executive and the organization. The feedback regarding the assessment results will be given to the executive during an individual coaching session.

360-Interview Assessment: Individual interviews conducted by the leadership coach with the executive's direct reports, peers, superiors, and any other identified stakeholders to gather feedback and real-time information regarding the perceptions of the executive's leadership style, behaviors, and communications. The information from these interviews will be compiled into an executive summary and will be discussed with the executive during an individual coaching session.

Individual Leadership Development Plan: True self-awareness gained by objective assessments and feedback is the first step in the executive coaching process needed to create and execute the critical coaching tool, an individual Leadership Development Plan (LDP). PSC believes in the quote of "we judge ourselves by our intentions, while others judge us by our behaviors." Understanding, accepting and reconciling the difference between one's intentions and one's behaviors is a vital step in the executive's personal and professional development. Once an



executive is armed with this self-knowledge, he or she is capable of making important changes. The best way for the executive to effect change is to create an action plan with specific, time-bound, measurable steps. For each goal that is established in the Leadership Development Plan, the executive will be required to define current behavior that is not working and identify gaps in his or her behavior that need addressing. The leadership coach will assist the executive in defining specific action steps to be executed. The coaching sessions will be focused on describing the impact of the improvements to be made and the consequences or risks involved if particular behaviors, actions and/or approaches of the executive do not change.

People Strategy Consulting — Professional Fees

People Strategy Consulting will provide professional leadership coaching services as outlined in this proposal. These professional fees do not include and out-of-pocket expenses related to travel, facility rental, materials, printing and any other miscellaneous expenses. The following profession fee breakdown represent the recommended individual leadership coaching for six months.

Note: This proposal reflects at 20% non-profit professional fee discount - representing an hourly rate of \$160.

INDIVIDUAL LEADERSHIP DEVELOPMENT COACHING

\$7,465

Anticipated Timeframe: Month 1 through Month 6

per executive

Twelve individual leadership coaching sessions (two per month) as outlined in the proposal - Steps 1 through 4 (includes all individual assessment costs).

ADDITIONAL 360-FEEDBACK INTERVIEWS

\$320

per interviewee

This would include any additional 360-feedback interviews as requested to include other JCPS stakeholders such as community leaders and school board members.

ON-GOING INDIVIDUAL LEADERSHIP DEVELOPMENT COACHING

\$2,250

Anticipated Timeframe: three-month increments as desired

per executive

Individual leadership coaching sessions (two per month - six sessions) as outlined as Step 5 in the proposal.

for three months

Note: This optional, additional professional fee for individual coaching beyond the initial six-month timeframe reflects at 25% non-profit professional fee discount - representing an hourly rate of \$150.



Deanna D. Philpott
Principal Consultant / Leadership Coach



As a committed, certified leadership coach, Deanna specializes in building leadership capacity by focusing on an individual's learning, self-awareness, growth and purposeful action. Her approach honors confidentiality and distinctiveness of each client relationship. The coaching she provides clients has resulted in promotions for leaders to middle and senior level positions, as well as having a direct impact on the attainment and alignment of strategic goals and annual objectives. Her coaching is distinguished by a specialized interest and expertise in supporting leaders to enhance their people skills and develop a constructive leadership style.

Her clients range from senior strategic leaders to new and emerging leaders in a diverse range of service and manufacturing industries. Deanna has coached leaders in such companies as WellPoint, Farm Bureau Insurance Companies, Proctor & Gamble, Ethicon (part of the Johnson & Johnson Family of Companies), AmeriHealth Caritas Health Plans, General Mills, Trane Corporation franchise, as well as privately held entrepreneurial companies. In addition to coaching leaders directly, she has developed a "Coach the Coach" training session to assist internal leaders in developing their own coaching skills to maximize the talent development of their direct reports.

Deanna's approach is realistic and from a practical perspective, drawing on her 10 years of executive experience as a Vice President of Human Resources for a Fortune 100 health care company and her 15 years as an entrepreneur. As a founder of People Strategy Consulting, she has extensive experience and expertise in the areas of coaching senior leaders to become more effective leaders by establishing and maintain quality relationships, building high performance teams, and designing and assisting leaders as they plan and implement organizational change. She brings a blend of knowledge and expertise in human behavior, emotional intelligence and team/organizational dynamics to her coaching engagements

Deanna has obtained her Executive Leadership Coaching Certification from Right Management. She also has several certifications in various assessments, including Myers-Briggs Type Inventory (MBTI), Emotional Intelligence Index, FIRO-B, Chally and the Birkman, and is experienced in the application and follow-up of 360-feedback assessments. She has taught a range of leadership development workshops, both as a consultant as well as an adjunct faculty member at Indiana University and University of Louisville. Deanna holds a Master of Science degree in Counseling from California State University and a Bachelor of Science degree in Sociology and Psychology from Indiana University.

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Contractor will provide the services of a certified leadership coach for individual executive coaching.

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Ken Popplewell

Print name of person making Determination

Purchasing Department

School or Department

Ken Popplewell

Signature of person making Determination

Date

9/19/2014

People Strategy Consulting

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011