

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2 day of July 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMUNITY VENTURES CORPORATION**, a Kentucky corporation, ("Organization") with offices located at 1450 North Broadway, Lexington, Kentucky 40505, with an effective date of July 1, 2025.

**WITNESSETH**

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit "A" – Scope of Work
- B. Exhibit "B" – Quarterly Questionnaire
- C. Exhibit "C" – Annual Questionnaire
- D. Exhibit "D" – RFP #35-2024
- E. Exhibit "E" – Organization's Response to RFP #35-2024

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

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for one (1) additional term of one (1) year, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay Organization a total amount not to exceed Sixty-Three Thousand and Two Hundred and Twenty Dollars and 17/100 Cents (\$63,220.17) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth (1/4<sup>th</sup>) of the Funds. The Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable)



Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

8. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines,

penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Saturday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically, a detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings,

and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than May 31, 2026, Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation.

11. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

12. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG. Upon notification of any such requirement for

membership, this Agreement and Organization's services to Government shall automatically become void.

13. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

14. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

15. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed,

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

16. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

17. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

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

19. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

20. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

21. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of

option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

- D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

22. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not

contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

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

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

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

For Organization:

Community Ventures Corporation  
1450 North Broadway  
Lexington, Kentucky 40505  
Att: Brian Hutchinson, Chief Development Officer  
(or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT



BY: Linda Gorton  
LINDA GORTON, MAYOR

ATTEST: Clark Kemper Stock  
Abigail Allan, Clerk of the Urban County Council  
Deputy

COMMUNITY VENTURES  
CORPORATION

BY: John P. Watz  
JOHN WATZ, CHAIR

ATTEST: Lisa M. Hart  
WITNESS: Lisa M. Hart  
DATE: 5/21/2025

## **EXHIBIT “A”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

### **SCOPE OF WORK – SMALL BUSINESS OWNER CONNECTION AND NETWORKING/ ENTREPRENEURIAL DEVELOPMENT AND START-UP ASSISTANCE/MINORITY OWNED BUSINESS DEVELOPMENT/WOMEN OWNED BUSINESS DEVELOPMENT**

#### **Local Contribution:**

Community Ventures Corporation will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D (LFUCG RFP #35-2024) and E (Community Ventures Corporation response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

#### **SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**

- Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.
- Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by May 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization’s annual work plan performance review.

#### **ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE**

- Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of \$500,000 per year or less.
- Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.

- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by May 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

#### **MINORITY OWNED BUSINESS DEVELOPMENT**

- Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- Assist with educational assistance/programs related to starting and operating a minority owned business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
- Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by May 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

#### **WOMEN OWNED BUSINESS DEVELOPMENT**

- Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- Assist with educational assistance/programs related to starting and operating a women owned business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
- Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by May 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## EXHIBIT "B"

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

### COMMUNITY VENTURES QUARTERLY QUESTIONNAIRE

#### List of staff actively working on the Lexington-Fayette Urban County Government:

Name   Race   Sex   Years With Employer   Years of Experience in Economic Development

#### Organization Board of Directors:

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

### SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

Number of small business owner collaboration events held this quarter for Lexington businesses:

Total attendance of all small business owner collaboration events held this quarter for Lexington businesses:

Average attendance of all small business owner collaboration events held this quarter for Lexington businesses:

### ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE

Number of Lexington entrepreneurs and business owners assisted during the quarter:

Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the quarter:

Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the quarter:

Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the quarter:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:

#### **MINORITY BUSINESS DEVELOPMENT**

Number of Lexington minority owned businesses assisted during the quarter:  
Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the quarter:  
Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the quarter:  
Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the quarter:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:  
Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

#### **WOMEN OWNED BUSINESS DEVELOPMENT**

Number of Lexington women business owners assisted during the quarter:  
Number of Lexington women business owners assisted with identification of financing options or investment capital during the quarter:  
Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the quarter:  
Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:  
Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

One-on-One Lexington business counseling sessions during the quarter (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal \$500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

## EXHIBIT "C"

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

### COMMUNITY VENTURES ANNUAL QUESTIONNAIRE

**List of staff actively working on the Lexington-Fayette Urban County Government:**

Name   Race   Sex   Years With Employer   Years of Experience in Economic Development

**Organization Board of Directors:**

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

### SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

(July 1, 2025 – June 30, 2026)

Number of small business owner collaboration events held during the year for Lexington businesses:

Total attendance of all small business owner collaboration events held during the year for Lexington businesses:

Average attendance of all small business owner collaboration events held during the year for Lexington businesses:

### ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE

(July 1, 2025 – June 30, 2026)

Number of Lexington entrepreneurs and business owners assisted during the year:

Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the year:

Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the year:

Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the year:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

**MINORITY BUSINESS DEVELOPMENT**  
**(July 1, 2025 – June 30, 2026)**

Number of Lexington minority owned businesses assisted during the year:  
Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the year:  
Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the year:  
Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the year:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:  
Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the year:

**WOMEN OWNED BUSINESS DEVELOPMENT**  
**(July 1, 2025 – June 30, 2026)**

Number of Lexington women business owners assisted during the year:  
Number of Lexington women business owners assisted with identification of financing options or investment capital during the year:  
Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the year:  
Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:  
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:  
Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the year:

**YEARLY EVENT REPORT**  
**(July 1, 2025 – June 30, 2026)**

One-on-One Lexington business counseling sessions during the year (Goal 45 per month):



Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal \$500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

**EXHIBIT “D”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

**RFP #35-2024**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

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

## **AMERICAN RESCUE PLAN ACT**

### **AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*



- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

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Signature

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Date

## **SELECTION CRITERIA:**

### **Selection Criteria.**

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

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

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

## **Affirmative Action Plan**

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

### AFFIDAVIT

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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



**Bidders**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_

# **WORKFORCE ANALYSIS FORM**

**Name of Organization:** \_\_\_\_\_

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

**Prepared by:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## **Lexington-Fayette Urban County Government**

### **MWDBE PARTICIPATION GOALS**

#### **A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

#### **B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### **C. DEFINITIONS**

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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





## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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

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

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

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

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

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



## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

|                                 |  |
|---------------------------------|--|
| <b>Project Name/ Contract #</b> | <b>Work Period/ From:</b> _____ <b>To:</b> _____ |
| <b>Company Name:</b>            | <b>Address:</b>                                  |
| <b>Federal Tax ID:</b>          | <b>Contact Person:</b>                           |

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## **LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** \_\_\_\_\_

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

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

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

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Title



## **GENERAL PROVISIONS**

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

### **INSURANCE REQUIREMENTS**

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

#### **Required Insurance Coverage**

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

| <b><u>Coverage</u></b>   | <b><u>Limits</u></b>  |
|--|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate<br>or \$2 million combined single limit |
| Auto Liability   | \$1 million per occurrence  |
| Worker's Compensation  | Statutory   |
| Employer's Liability   | \$100K  |
| Professional (E&O) Liability                                   | \$1 million per claim   |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

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

## Deductibles and Self-Insured Programs

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

## Safety and Loss Control

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

## Verification of Coverage

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

## Right to Review, Audit and Inspect

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

## **DEFAULT**

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



# LEXINGTON

*Economic Partnership*

## **REQUEST FOR PROPOSAL (RFP)**

### **Economic Development Partnership Services**

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10<sup>th</sup> the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to



provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

## **1.0 General Information**

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

<https://lexingtonky.ionwave.net>

## **2.0 SCOPE OF WORK**

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

- (2.1) New Business Development;
- (2.2) Existing Business Retention and Expansion;
- (2.3) Small Business Owner Connections and Networking;
- (2.4) Entrepreneurial Development/Start-Up Assistance;
- (2.5) Minority Owned Business Development;
- (2.6) Women Owned Business Development;
- (2.7) Veteran Owned Business Development;
- (2.8) Available Economic Development Property Register;
- (2.9) WORK-Lexington;
- (2.10) Talent and Workforce Development, and
- (2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

## **2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION**

- A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
- B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
- C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
  - 1. Corporate decision makers and community/program liaisons.
  - 2. Site selection consultants to build awareness of Lexington.
  - 3. Local executives/management.
- D. Specific program marketing tasks will include the following:
  - 1. Marketing shall be under the brand of the Lexington Economic Partnership.
  - 2. Develop an electronic marketing plan for recruitment outreach efforts.
  - 3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
- E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.
- F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM**

- A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.
- B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.
- C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- D. Work with local businesses to maintain and improve their employment diversity.
- E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
  1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
  2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

- connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.
3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
  4. Develop a business support network based on sector for businesses and employers within Lexington.
- F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
  2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
  3. Issues and perceived challenges related to company growth opportunities in Lexington.
  4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
  5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.
- I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

## **2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**

- A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.
- B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

- C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE**

- A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of \$500,000 per year or less.
- C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
- E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.5 MINORITY OWNED BUSINESS DEVELOPMENT**

- A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- C. Assist with educational assistance/programs related to starting and operating a minority owned business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
- E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.6 WOMEN OWNED BUSINESS DEVELOPMENT**

- A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- C. Assist with educational assistance/programs related to starting and operating a women owned business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
- E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.7 VETERAN OWNED BUSINESS DEVELOPMENT**

- G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
- J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
- K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER**

- A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
- B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
- C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

## **2.9 WORK-LEXINGTON**

- A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program ([www.lexingtonky.gov/lexwork](http://www.lexingtonky.gov/lexwork)) office(s), including on-site program coordination and support for the office(s).
- B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
- D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.10 TALENT AND WORKFORCE DEVELOPMENT**

- A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
- B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31<sup>st</sup> of each year detailing the progress of that current year.
- C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31<sup>st</sup> of each year detailing the progress of that current year.
- D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT**

- A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
- B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
- C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
- D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.



- E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
- F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
  - 1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
  - 2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
  - 3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
- G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

### **3.0 REQUIRED PROPOSAL CONTENTS**

The following items shall constitute the proposal:

- A. Letter of intent/Statement of Services including:
  - 1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
  - 2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
  - 3. Identification of criteria to measure the success of your proposal.
  - 4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
  - 5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

- B. History of organization and statement of qualifications including:
  - 1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
  - 2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
  - 3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
  - 4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
  - 5. Provide references for completed projects similar to the project you have responded to in your proposal.
- C. Evidence of ability to perform the requested tasks, such as:
  - 1. Examples of relevant past work products and successful project examples of documents created.
  - 2. Presentation(s).
  - 3. Other work products, etc.
- D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.
- E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.
- F. Conflict of Interest Disclosure if applicable.

#### **4.0 Project Oversight**

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

#### **5.0 Evaluation Criteria and Selection Process**

- A. Evaluation Scoring:
  - 1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
  - 2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
  4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
  5. Qualifications of the respondent organization and team– 10%.
- B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
  - C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
  - D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
  - E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

## **6.0 Timeline**

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

## **7.0 Proposal Submissions**

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 31, 2024**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at <https://lexingtonky.ionwave.net/>. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any respondent in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

**EXHIBIT “E”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Community Ventures Corporation

**COMMUNITY VENTURES CORPORATION  
RFP #235-2024 RESPONSE  
WORK PLAN**

4907-7528-9664, v. 1



## Introduction:

Community Ventures Corporation, administering services through the Women's Business Center of Kentucky is pleased to submit this comprehensive budget proposal in response to the RFP for Economic Development Partnership Services issued by LFUCG. Our proposal aims to address the economic development needs of Lexington-Fayette County through targeted strategies and initiatives.

Community Ventures helps people own homes and start businesses because we believe in the power of dreams. Whether it's affordable financing, education, or neighborhood revitalization, our areas of focus dramatically improve the quality of life for Kentuckians.

Since 1982, Community Ventures has evolved in capacity and knowledge, but our mission has remained the same – to strengthen our communities by empowering individuals. We are committed to creating positive impact through individualized financial counseling, large scale neighborhood revitalization, and everything in between.

Vibrant communities start with people. Community Ventures equips our clients with knowledge and skills they can use for the rest of their lives, creating positive impact for generations to come.

The Women's Business Center of Kentucky is more than a resource hub; we are the driving force behind the entrepreneurial journey for Kentucky's women's business owners. Our center is a dynamic and inclusive space where women from diverse backgrounds come together to turn their business dreams into reality.

Established in 2011, the [Women's Business Center](#) of Kentucky helps women entrepreneurs, especially those who are economically or socially disadvantaged, start and grow businesses in the state of Kentucky. The WBC of Kentucky is one of over 155 Women's Business Centers across the country that provides technical assistance to help women start and grow their small business.

WBC of Kentucky is funded in part by a cooperative agreement by the U.S. Small Business Administration and is administered by Community Ventures. WBC of Kentucky is headquartered in Lexington and services all 120 counties in the Commonwealth of Kentucky. In 2023, the WBC of Kentucky was recognized nationally as a Center of Excellence by the Association of Women's Business Centers.

**Objectives:** The key objectives of this project are as follows:





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- Nurturing entrepreneurial talent in Lexington, specifically women-owned and minority-owned businesses and aspiring entrepreneurs.
- Support the establishment and growth of small businesses in Lexington areas through training, business coaching, and access to finance.
- Foster collaboration and networking among entrepreneurs, industry experts, and local stakeholders to facilitate knowledge sharing and market linkages.
- Promote sustainable business practices and innovation to enhance the competitiveness of local business.
- Measure the impact of the project through key performance indicators such as successful business starts, job creation, revenue growth, and overall economic development.
  
- **Entrepreneurial Capacity Building:**
  - Conduct entrepreneurship training programs to equip individuals with the necessary skills and knowledge to start and manage a business.
  - Organize workshops and seminars on business planning, marketing strategies, financial management, and other relevant topics.
  - Provide business counseling opportunities to aspiring entrepreneurs, connecting them with certified business coaches who can offer guidance and support.
  
- **Access to Finance:**
  - Establish partnerships with financial institutions to develop tailored financial products and services for aspiring or seasoned entrepreneurs.
  - Facilitate access to microfinance, loans, grants, and other funding options to support business startup and expansion.
  - Offer financial literacy training to entrepreneurs to enhance their financial management skills and understanding of financial instruments.
  
- **Networking:**
  - Foster collaboration among entrepreneurs through networking events, business forums, and industry-specific clusters.
  - Facilitate connections between entrepreneurs and other supporting business resources organizations at a local, state, federal, and global levels.
  
- **Ongoing Support:**







- Collaborate with government agencies and local authorities to create an enabling environment for entrepreneurship, such as simplifying business registration procedures and reducing bureaucratic hurdles.
- Provide ongoing support and guidance to entrepreneurs in navigating regulatory frameworks and compliance requirements.

In this proposal, the WBC of Kentucky will specifically address the following service categories:

- (2.3) Small Business Owner Connections and Networking;
- (2.4) Entrepreneurial Development/Start-Up Assistance;
- (2.5) Minority Owned Business Development;
- (2.6) Women Owned Business Development;

*Assist Lexington-Fayette County entrepreneurs and business owners with training, guidance, and access to resources during their business start-up process.*

**One-on-One Confidential Business Counseling:**

Description: Provide personalized counseling sessions where entrepreneurs can meet with certified business advisors to discuss their specific needs and explore suitable start-up options. This could include help with preparing loan applications, business plans, business feasibility, market research, and financial projections. Counseling to be conducted face to face, by telephone, or virtual option tailored to the need of the individual.

Outcome: Entrepreneurs receive tailored guidance and support that enhances their business acumen, increases their chances of securing funding, and improves their overall business planning and execution. As a result, there is an increase in successful business launches and growth in the local economy. Fee: \$0

**KPIs:**

- Number of Counseling Sessions Provided: Track the total number of one-on-one counseling sessions conducted each month.
  - WBC of Kentucky to conduct 45 counseling sessions each month.
- Client Satisfaction Rate: Measure client satisfaction through post-counseling surveys
  - Aiming for a satisfaction rate of 90% or higher.







- **Clients Served:** Record the number of clients who received assistance in the form of business counseling sessions.
  - WBC of Kentucky to provide counseling to 175 business owners/aspiring entrepreneurs.
- **Funding Secured:** Track the total amount of funding secured by clients who received counseling.
  - Aiming for at least \$500,000 in aggregate funding annually.
- **New Business Start-Ups:** Monitor the number of new businesses started by clients who received counseling.
  - With a target of at least 25 new businesses launched per year.

*Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.*

**Business Builder Workshop:**

**Description:** Conduct a monthly Business Builder Workshop, a 6-part intensive training program covering essential topics such as business planning, marketing, financial management, legal considerations, and operational strategies. Include hands-on activities, additional on-demand training, and expert guest speakers. This training to be held in person at a partnered venue and offered as a hybrid option to eliminate barriers of attendance. Monthly time offerings will rotate in order to adjust to the needs of the participants (i.e childcare restrictions, full-time job limitations, and other logistics hurdles). Fee: \$60 with scholarships available

**Outcome:** Participants gain comprehensive knowledge and practical skills needed to start and run a successful business.

**KPIs:**

- **Number of Workshops Conducted:**
  - 12 workshops annually.
- **Participant Enrollment:**
  - An average of 8 entrepreneurs enrolled in each workshop.
- **Participant Satisfaction Rate:**
  - 90% or higher satisfaction rate
- **Knowledge Improvement:** Percentage of participants who report increased knowledge in business topics post-workshop.





- 95% knowledge improvement rate
- Guest Speaker Ratings: Average rating of guest speakers by workshop participants.
  - 4.5 out of 5 or higher
- Follow-Up Business Launches: Number of participants who start their business within six months post-workshop.
  - 3 businesses per workshop.

#### **WBC of Kentucky Online Learning Platform:**

Description: Develop an online learning platform offering courses and webinars on various business topics. Include modules on starting a business, financial literacy, digital marketing, and scaling operations.

Outcome: Entrepreneurs have access to flexible, self-paced learning opportunities that can fit their schedules. Fee: \$0

*Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.*

#### **Strong Women Strong Coffee**

Description: Organize monthly trainings/panel discussions focused on relevant business topics for the start-up community. This serves as a free and community event for Lexington business owners, community leaders, as well as aspiring entrepreneurs. The WBC of Kentucky will invite subject-matter experts to discuss the given topic intended to foster a successful venture start and sustainable growth model. Expert speakers will reflect our audience, meaning, we will purposefully invite female, minority, local, and community-minded speakers. Quarterly surveys are provided to previous attendees to garner requested topics needed for the Lexington-Fayette community and for the WBC to make ongoing improvements. Fee: \$0

Outcome: Entrepreneurs gain a clear understanding of available resources to start, expand or fund their business endeavors.

KPIs:

- Average of 30 attendees per monthly event
- Total Annual Attendance of 360 individuals
- Event satisfaction rate from attendees to be 90% or higher





- **Featured Speakers:**
  - **Target:** Feature local subject-matter experts in the topics of:
    - Financial literacy
    - Capital acquisition
    - Website development
    - Revenue growth
    - Marketing plan creation
    - Financial projections and fiscal health analysis
    - Social media marketing
    - Business plan creation (startup, existing, pre-and post-funding)
    - Onboarding and retaining employees
    - Bookkeeping
    - Product and service pivoting
    - Procurement management
    - Credit counseling and repair
    - Other topics as needed

### **Women in Business Expo**

**Description:** The Women in Business Expo is an annual event organized by the Women's Business Center of Kentucky (WBC) to showcase the achievements of women entrepreneurs in Lexington-Fayette County. The Expo provides a platform for start-up or seasoned women-owned businesses to network and access adequate business training. The event includes keynote speeches, panel discussions, workshops, and networking sessions designed to inspire and equip women entrepreneurs with the knowledge and connections needed to grow their businesses.

**Outcome:** The Women in Business Expo aims to enhance the visibility and growth of women-owned businesses in the community. By providing a comprehensive platform for exposure and networking, the Expo seeks to foster new business opportunities, facilitate strategic partnerships, and empower women entrepreneurs with the tools and inspiration to scale their ventures. Fee: \$25

**KPIs:**

- **Participant Attendance:**
  - **Target:** Attract at least 150 attendees to the Expo in 2025
- **Exhibitor Participation:**





- Target: Feature 20 local, state, and federal resource providers including, but not limited to: LFUCG, Lexington Chamber, SBA, Kentucky SBDC, SCORE, KY APEX Accelerator, Kentucky Cabinet for Economic Development, University of Kentucky, Kentucky Finance Cabinet, and other business resource organizations.
- Workshops and Sessions:
  - Target: Conduct 4 workshops and 1 panel discussion during the Expo.
  - Workshop topics to address common business barriers or requested topics such as: access to capital, successfully launching a business, and strategies to scale a business venture.
- Satisfaction Rate: Post-event surveys assessing overall satisfaction with the event.
  - Target: Achieve a 90% satisfaction rate among attendees and exhibitors.

### **Empowering Excellence Panel**

**Description:** The Empowering Excellence Panel is a signature event hosted by the Women's Business Center of Kentucky that brings together accomplished women leaders from various industries to share their insights, experiences, and strategies for success. This panel discussion aims to inspire and empower women entrepreneurs and business owners in Lexington-Fayette County by providing them with valuable knowledge, mentorship, and networking opportunities. The event features a moderated discussion followed by an interactive Q&A session, and opportunities for one-on-one engagement with the panelists. The WBC of Kentucky invites business owners who often are not asked to participate in other community events. For example, for International Women's Day the WBC features a panel of local immigrant-owned businesses to discuss their entrepreneurial journey. Another model would feature local minority-owned businesses and how they utilize their MBE certifications for their business ventures.

**Outcome:** The Empowering Excellence Panel seeks to elevate the professional growth and leadership skills of women entrepreneurs. By providing direct access to role models and industry experts, the panel aims to foster a supportive community, inspire attendees to pursue excellence in their ventures, and equip them with actionable insights to overcome business challenges. Fee: \$0

#### **KPIs:**

- Attendance:
  - Target: Attract at least 45 participants to the event annually.
- Panelist Diversity:
  - Target: Include a diverse group of at least 4 accomplished women leaders from different industries and walks of life.





- **Event Partnership:**
  - Target: partner with local business resource providers and programs to introduce opportunities to attendees for further engagement; examples include: Lexington Public Library, Kentucky SBDC, SBA, Community Ventures, LFUCG, Women Leading Kentucky, and other organizations with an aligned mission to the WBC of Kentucky.
- **Satisfaction Rate:**
  - Target: Achieve a 90% satisfaction rate among attendees.

*An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.*

#### **Comprehensive Annual Report Preparation**

Description: Compile a detailed annual report by March 31 each year, summarizing all activities, events, and programs conducted. Include metrics such as the number of entrepreneurs assisted, financing secured, created and sustained jobs, generated revenue, educational programs held, and feedback from participants. Highlight success stories and provide analysis of the impact on the local economy.

Outcome: A thorough report provides transparency, accountability, and valuable insights for the Director of Business Engagement and the Lexington Economic Development Investment Board.

*Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.*

#### **Annual Barriers to Entrepreneurship Survey**

Description: Conduct an annual survey of local entrepreneurs to identify common barriers they face, such as access to capital, regulatory challenges, or lack of mentorship. Compile and analyze the data to create a report with actionable recommendations.

Outcome: Data-driven insights inform local leaders and policymakers on necessary changes to support entrepreneurship.





### Budget:

The WBC currently receives \$150,000 in funding through a grant from the Small Business Administration (SBA), which is then matched and administered by Community Ventures at a 1:1 dollar match. This grant supports various operational costs, including staff salaries, program development, and administrative expenses. The following budget proposal details how additional funding will enhance and expand our program offerings beyond what the SBA grant covers.

| Category                           | Description                            | Amount           | Funding Source                 | Comments          |
|------------------------------------|--|------------------|--------------------------------|-------------------|
| <b>Operational Costs</b>           |  |                  |                                |                   |
| Salaries and Benefits              | Staff salaries and benefits            | \$150,000        | SBA Grant & Community Ventures |                   |
| Office Rent and Utilities          | Office space and utility expenses      | \$2,500          | SBA Grant & Community Ventures |                   |
| Administrative Expenses            | General administrative costs           | \$45,000         | SBA Grant & Community Ventures | 30% of Total Cost |
| <b>Total Operational Costs</b>     |  | <b>\$197,500</b> |                                |                   |
| <b>Program Costs</b>               |  |                  |                                |                   |
| <b>Women in Business Expo</b>      |  | <b>\$7,500</b>   |                                |                   |
| Venue Rental                       | Rental of venue for the event          | \$2,000          | Sponsor/In-kind                |                   |
| Marketing and Promotion            | Advertising and promotional activities | \$150            | Sponsor/In-kind                |                   |
| Speaker Fees and Travel            | Compensation and travel for speakers   | \$2,000          | Sponsor/In-kind                |                   |
| Catering                           | Food and beverage services             | \$3,000          | Sponsor/In-kind                |                   |
| Materials and Supplies             | Event materials and supplies           | \$350            | Sponsor/In-kind                |                   |
| <b>Empowering Excellence Panel</b> |  | <b>\$1,650</b>   |                                |                   |
| Venue Rental                       | Rental of venue for the panel          | \$1,000          | Sponsor/In-kind                |                   |
| Marketing and Promotion            | Advertising and promotional activities | \$50             | Sponsor/In-kind                |                   |







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| Category  | Description   | Amount           | Funding Source                 | Comments |
|---|---|------------------|--------------------------------|----------|
| Speaker Fees and Travel                                       | Compensation and travel for speakers                      | \$0              | Sponsor/In-kind                |          |
| Catering  | Food and beverage services                                | \$500            | Sponsor/In-kind                |          |
| Materials and Supplies  | Event materials and supplies                              | \$100            | Sponsor/In-kind                |          |
| <b>Monthly Strong Women Strong Coffee Events (annualized)</b> |   | <b>\$8,100</b>   |                                |          |
| Venue and Refreshments  | Venue and food costs per event (12 total)                 | \$7,200          | Sponsor/In-kind                |          |
| Marketing and Promotion                                       | Advertising for each event                                | \$300            |                                |          |
| Materials and Supplies  | Supplies for each event                                   | \$600            | Sponsor/In-kind                |          |
| <b>Business Coaching and Training Programs</b>                |   | <b>\$81,600</b>  |                                |          |
| Certified Business Advisor                                    | Compensation for advisor                                  | \$75,600         | Lexington Economic Partnership |          |
| Training Materials, Equipment, and Resources                  | Advisor materials, equipment, and resources               | \$6,000          | SBA Grant & Community Ventures |          |
| <b>Annual Reporting and Evaluation</b>                        |   | <b>\$1,536</b>   |                                |          |
| Data Collection and Analysis                                  | Gathering and analyzing data via survey platform, jotform | \$348            | SBA Grant & Community Ventures |          |
| Data Collection and Analysis                                  | Confidential Client Information in CRM System             | \$1,188          | SBA Grant & Community Ventures |          |
| <b>Total Program Costs</b>                                    |   | <b>\$100,386</b> |                                |          |
| <b>Total Budget</b>   |   | <b>\$297,886</b> |                                |          |

## Business Coaching Budget Outline

| Category                | Description                              | Amount   | Comments         |
|-------------------------|--|----------|------------------|
| <b>Compensation</b>     |  |          |                  |
| Business Advisor Salary | Salaries for certified business advisors | \$54,000 | Industry Average |





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| Category                  | Description   | Amount          | Comments                            |
|---------------------------|---|-----------------|-------------------------------------|
| Business Advisor Benefits | Health, retirement, and other benefits                          | \$21,600        | Based on 40% fringe rate            |
| <b>Total Compensation</b> |   | <b>\$75,600</b> |                                     |
| <b>Equipment</b>          |   |                 |                                     |
| Office Equipment          | Computer and printer  | \$1,500         | Necessary for business coaching     |
| Software Licenses         | Business planning, financial projection, Zoom, and CRM software | \$2,500         | Essential tools for coaching        |
|                           |   |                 |                                     |
| <b>Total Equipment</b>    |   | <b>\$4,000</b>  |                                     |
| <b>Training</b>           |   |                 |                                     |
| Professional Development  | Continuous education for business advisors                      | \$1,500         | Relevant courses and certifications |
| Local Workshops/Seminars  | Attending relevant workshops and seminars in Lexington          | \$500           | Networking and skill enhancement    |
|                           |   |                 |                                     |
| <b>Total Training</b>     |   | <b>\$2,000</b>  |                                     |
| <b>Grand Total</b>        |   | <b>\$81,600</b> |                                     |

**Justification for Additional Funding:** While the SBA grant provides support for our operational expenses, additional funding is essential to fully implement and enhance our program offerings and to provide a designated business coach to the city of Lexington. The financial support is reflected in the table above at \$75,600; 25.4 % of the overall Lexington budget for the WBC of Kentucky. 74.6% of the overall budget is provided from non-LFUCG funding. This includes expanding outreach efforts, increasing the number of high-impact events, and providing more comprehensive support to women and minority entrepreneurs. Community Ventures has not received funding from LFUCG in the previous two years.

**Expected Outcomes:**

- Increased number of registered entrepreneurs and small businesses;
- Job creation;
- Revenue Growth;
- Enhanced entrepreneurial skills and business acumen within the local community;







- Strengthened market linkages and access to finance for women-owned businesses;
- Improved overall economic growth and community development.

**Sustainability:** To ensure the long-term sustainability of the project, we will focus on building local capacity and empowering the Lexington community to take ownership of their economic development. This will involve establishing local business networks, fostering entrepreneurship culture, and creating mechanisms for continuous support and mentorship. A dedicated Business Coach for women-owned and minority-owned businesses will communicate the commitment to this focus.

**Conclusion:** The WBC of Kentucky is committed to delivering tangible results in partnership with LFUCG to advance economic development in Lexington-Fayette County. Our comprehensive approach, coupled with clear deliverables and reporting mechanisms, ensures transparency and accountability in achieving shared goals. Promoting entrepreneurship and small business development for marginalized communities is a strategic approach to drive economic growth in Lexington. This project proposal outlines a comprehensive plan that aims to empower aspiring entrepreneurs, facilitate access to finance, foster networking opportunities, and create an enabling environment for women-owned and minority-owned businesses. By implementing this project, we can unlock the potential of women in business and minority-owned businesses leading to sustainable economic development, improved livelihoods, and vibrant communities.

Thank you for considering our budget proposal. We look forward to the opportunity to contribute to the economic prosperity of Lexington-Fayette County.

Sincerely,

*Devanny King*

Executive Director, Women's Business Center of Kentucky at Community Ventures





# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

#### KRS 45.630 Termination of existing employee not required, when

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

#### KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

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

## AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*



14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 C.F.R. 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LEUCG.

Brian A. Hitehwin

Signature

05-31-24

Date

## **SELECTION CRITERIA:**

### **Selection Criteria.**

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

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

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

## **Affirmative Action Plan**

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

### AFFIDAVIT

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

1. His/her name is Brian Hutchinson and he/she is the individual submitting the proposal or is the authorized representative of Community Ventures Corporation the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught

STATE OF Kentucky

COUNTY OF Franklin

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

by Germaine Stratton Eld on this the 31 day

of May, 2024

My Commission expires Feb 27, 2027

Germaine Stratton Eld  
NOTARY PUBLIC, STATE AT LARGE

GERMAINE STRATTON ELD  
Notary Public - State at Large  
Kentucky  
My Commission Expires Feb. 27, 2027  
Notary ID KYNP67774

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

Brian A. Hattelman  
Signature

Community Ventures Corporation  
Name of Business

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Exceptions to this policy may be granted by the Corporation's Board of Directors at the request of the President/CEO.

## Driver's License

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license. You will be asked to submit a copy of your driver's license to CV. Any changes in the status of your license must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, including possible dismissal.

## Equal Employment Opportunity

This institution is an equal opportunity provider and employer. This is reflected in all CV practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

If you wish to file a Civil rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form.

Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

## Former Employees

Depending on the circumstances, CV may consider a former employee for re-employment. Such applicants are subject to CV's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with CV and must have provided the required advance notice of their intention to terminate their employment with CV.

Regardless of the length of your previous employment and length of time since you terminated your employment with CV, your benefits shall accrue as if you

## Fair Housing and Equal Opportunity Policy

Community Ventures Corporation will proactively abide by the provisions of the Civil Rights Act of 1964, the Civil Rights Act of 1968 (Fair Housing Law), as amended, and the following additional laws and/or executive orders:

- ❖ Housing and Urban Development Act of 1968, Section 3, as amended.
- ❖ Rehabilitation Act of 1973, Section 504.
- ❖ Housing and Community Development Act of 1974, Section 109, as amended.
- ❖ Age Discrimination Act of 1975, as amended.
- ❖ Executive Order 11063: Equal Opportunity in Housing.
- ❖ Executive Order 11246: Equal Employment Opportunity.

CVC is committed to maximizing choice within its service area's total housing supply; lessening racial, ethnic and economic concentrations of housing; facilitating desegregation and racially inclusive patterns of occupancy and use of public facilities; and administering federal funding in a manner to affirmatively further fair housing. To ensure that staff is fully aware of CVC's commitment to the above, each law and/or executive order is explained in greater detail below.

### **I. Title VI of the Civil Rights Act of 1964**

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color or national origin under any program or activity receiving federal financial assistance.

CVC has and will continue to take a proactive approach to fully implement procedures to eliminate discrimination on the basis of race, color or national origin. In accordance with KRS 344.015, CVC has adopted the following Title VI implementation plan:

*CVC will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Housing and Urban Development, Department of Justice (28 CFR Parts 42 and 50), Kentucky Housing Corporation (KHC), Lexington-Fayette Urban County Government, and any requirements or directives issued pursuant to that Act, to the effect that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which CVC received federal financial assistance.*

### **II. Title VIII of the Civil Rights Act of 1968, as amended**

Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or handicapped status. This law also requires HUD to administer its programs in a manner that affirmatively promotes fair housing.

### **III. Section 3 of the Housing and Urban Development Act of 1968, as amended**

Provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower income residents of the project area.

Section 3 also provides that contracts awarded in connection with such projects be awarded to: businesses located in the project area or businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined "project area" as the unit of local government or the metropolitan area or the nonmetropolitan county in which the project is located.)

CVC will provide training and employment opportunities for low-income project area residents and when possible will award HOME contracts to businesses located or substantially owned by persons in the project area. To accomplish this, CVC will advertise annually for contractors and/or subcontractors in local newspapers within its service area, and will likewise make reasonable effort to purchase goods and services from local businesses. CVC will maintain records of these efforts in project and/or individual unit files, or purchasing files.

Whenever HUD assistance generates opportunities for employment or contracting, recipients of HUD housing assistance funds must, to the greatest extent feasible, provide these opportunities to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons.

The Section 3 requirements apply to job training, employment, contracting and subcontracting and other economic opportunities arising from assistance provided for construction, reconstruction, conversion or rehabilitation (including lead-based paint hazard reduction and abatement) of housing, other buildings or improvements assisted by housing or community development funds.

Recipients of HOME assistance have minimum project costs limits under which Section 3 requirements do not apply. Section 3 only applies to:

Projects for which HUD's share of project costs exceeds \$200,000;

Contracts and subcontracts awarded on projects for which HUD's share or project cost exceeds \$200,000, and the contract or subcontract exceeds \$100,000 and Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements.

The business must be able to demonstrate that it can successfully meet the terms and conditions of the proposed contract. In addition, these requirements do not restrict competition to only businesses meeting one of the priorities, nor do they authorize set-asides.

Recipients, contractors and subcontractors should make good faith efforts to hire low income people and/or award contracts and subcontracts according to the priority considerations and preference in a manner similar to the best efforts described above.

### **IV. Section 504 of the Rehabilitation Act of 1973, as amended**

Provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Individuals with disabilities are protected by Section 504. This includes individuals who:

1. Have a physical or mental impairment that substantially limits one or more major life activities.
  - **Physical impairments** include limited vision or hearing, limited mobility (including people who use wheelchairs, canes, or walkers), infectious diseases (including AIDS) and others.
  - **Mental impairments** include mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.
  - **Major life activities** are everyday things such as walking, talking, seeing, hearing, working or caring for oneself.

**OR**

2. Have a record of an impairment, such as a history of a disability or misclassification as having a disability.

**OR**

3. Are regarded as having an impairment. (Someone treats the person as if he/she has an impairment whether or not the person actually does.)

#### **Key Aspects of Section 504**

- **Program accessibility** – Eligible people with disabilities should be able to participate in and benefit from programs receiving federal financial assistance as much as people without disabilities.
- **Physical accessibility** – As much as possible, people with disabilities should be able to enter and use building (homes, apartments, libraries, youth centers, office buildings, etc.) that are assisted by HUD.
- **Most integrated setting** – People with disabilities should not be separated from non-disabled people or put off by themselves, unless there is no other reasonable choice; or special services must be provided to enable the people with disabilities to live independently.
- **Reasonable accommodation** – Agencies operating programs assisted by HUD must make adjustments to allow people with disabilities to enjoy the benefits of the programs, as long as the adjustment is not unduly expensive or burdensome (significant difficulty or expense).
- **Discrimination** – Any action by a recipient that denies a qualified individual with handicaps equal treatment or equal opportunity to benefit from programs or activities receiving federal financial assistance. CVC's president/CEO will designate a staff member to serve as the corporation's 504 Coordinator, Equal Opportunity/Fair Housing officer, and Title VI coordinator.

**Currently, the designated staff person is: Donna Major, President/Homeownership Center, (859) 231-0054**

CVC notifies clients through its marketing efforts (through written statements in printed materials) and again specifically at initial intake that it does not discriminate on the basis of disability. All housing staff who perform client intake will post the Equal Opportunity and Fair

Housing posters prominently in their offices, and said posters will include the name and contact information for the designated 504/EEO/FH/Title VI coordinator.

**V. Section 109 of the Housing and Urban Development Act of 1974, as amended**

Provides that no person shall be excluded from participation (including employment denied program benefits or subjected to discrimination on the basis of race, color, religion, sex or national origin under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

**VI. The Age Discrimination Act of 1975, as amended**

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination, on the basis of age under any program or activity receiving federal funds.

**VII. Executive Order 11063**

Provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing (and related facilities) provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**VIII. Executive Order 11246, as amended**

Provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

**Project benefit documentation**

CVC will maintain socioeconomic data to document that populations served with federal funds are being provided the opportunity to participate in programs in a nondiscriminatory manner. CVC will maintain and update this information for each federally-assisted project.

**Employment Records**

CVC will maintain records regarding employment to ensure that hiring procedures and decisions are conducted in a non-discriminatory manner. Staff should reference the corporate policy manual for employees that sets forth personnel policies.



## **Grievance Procedure**

CVC's grievance procedures are designed to provide due process standards and provide for expedient and prompt resolution of complaints related to any type of discrimination. At present, CVC's programs are designed such that no clients requesting housing assistance are declined. Those whose financial status or credit history will not support near-term (six to eight months) homeownership are referred to CVC's financial fitness, homebuyer education and related classes.

If a client disagrees with staff's determination that s/he is not yet eligible for any homeownership program, the client may appeal that decision to Donna Major, President/Homeownership Center, (859) 231-0054, 1450 N. Broadway, Lexington, KY 40505, or via email [dmajor@cvcky.org](mailto:dmajor@cvcky.org).

Should the client wish to appeal further, appeal may be made to CVC's CEO, Kevin Smith, and, for legal/fair housing complaints, to the Kentucky Human Rights Commission or HUD's Fair Housing/Equal Opportunity office. CVC provides this written grievance policy to clients during the intake process.

## **External Parties**

To affirmatively further fair housing, CVC will:

- ❖ Include provisions prohibiting discrimination in contracts and subcontracts which are for more than \$10,000.
- ❖ Include provisions requiring Section 3 compliance in contracts and subcontracts.
- ❖ Include contract provisions that promote the use of Women Owned Businesses and Minority Owned Business Enterprises.
- ❖ Promote fair housing by displaying and distributing Fair Housing laws, brochures, poster displays, etc.

# **WORKFORCE ANALYSIS FORM**

Name of Organization: Community Ventures Corporation

| Categories       | Total | White<br>(Not Hispanic<br>or Latino) |    | Hispanic<br>or Latino |   | Black or<br>African<br>American<br>(Not<br>Hispanic<br>or Latino) |   | Native<br>Hawaiian<br>and<br>Other<br>Pacific<br>Islander<br>(Not<br>Hispanic<br>or Latino) |   | Asian<br>(Not<br>Hispanic<br>or Latino) |   | American<br>Indian or<br>Alaskan<br>Native<br>(Not<br>Hispanic<br>or Latino) |   | Two or<br>more<br>races<br>(Not<br>Hispanic<br>or<br>Latino) |   | Total |    |
|------------------|-------|--------------------------------------|----|-----------------------|---|---|---|---|---|---|---|--|---|--|---|-------|----|
|                  |       | M                                    | F  | M                     | F | M   | F | M   | F | M                                       | F | M  | F | M  | F | M     | F  |
| Administrators   |       | 6                                    | 2  |                       |   | 3   | 2 |   |   |   |   |  |   |  |   | 9     | 4  |
| Professionals    |       | 11                                   | 11 |                       |   | 1   |   |   |   |   |   |  |   |  |   | 12    | 11 |
| Superintendents  |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| Supervisors      |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| Foremen          |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| Technicians      |       | 6                                    | 4  |                       | 2 | 1   | 3 |   |   |   |   |  |   |  |   | 7     | 9  |
| Protective       |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| Para-            |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| Office/Clerical  |       |                                      | 2  |                       |   |   |   |   |   |   |   |  |   |  |   |       | 2  |
| Skilled Craft    |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| Service/Maintena |       |                                      |    |                       |   |   |   |   |   |   |   |  |   |  |   |       |    |
| <b>Total:</b>    |       | 23                                   | 19 |                       | 2 | 5   | 5 |   |   |   |   |  |   |  |   | 28    | 26 |

Prepared by: Brian Hutchinson, Chief Dev. Officer Date: 05, 31, 24  
(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)



Firm Submitting Proposal: Community Ventures Corporation

Complete Address: 1450 N. Broadway, Lexington, KY 40505  
Street City Zip

Contact Name: Brian Hutchinson Title: Chief Development Officer

Telephone Number: 859-231-0054 Fax Number: n/a

Email address: bhutchinson@cvky.org

## **Lexington-Fayette Urban County Government**

### **MWDBE PARTICIPATION GOALS**

#### **A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

#### **B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### **C. DEFINITIONS**

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

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

**D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS**

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

**E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS**

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

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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

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

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

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

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

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



# LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 35-2024

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

| SUBSTITUTED<br>MWDBE Company<br>Name, Address, Phone,<br>Email | MWDBE Formerly<br>Contracted/ Name,<br>Address, Phone,<br>Email | Work to Be<br>Performed | Reason for the<br>Substitution | Total Dollar<br>Value of the<br>Work | % Value of Total<br>Contract |
|--|---|-------------------------|--------------------------------|--------------------------------------|------------------------------|
| 1.<br><br>n/a  |   |                         |                                |                                      |                              |
| 2.   |   |                         |                                |                                      |                              |
| 3.   |   |                         |                                |                                      |                              |
| 4.   |   |                         |                                |                                      |                              |

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

Community Ventures  
Corporation

Company

05-31-24  
Date

Brian Hutchinson

Company Representative

Chief Development Officer  
Title



**MWDBE QUOTE SUMMARY FORM**Bid/RFP/Quote Reference # 35-2024

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

|   |   |
|---|---|
| Company Name<br><u>Community Ventures Corporation</u>   | Contact Person<br><u>Brian Hutchinsan</u>           |
| Address/Phone/Email<br><u>1450 N. Broadway</u><br><u>Lexington, KY 40505</u><br><u>859-231-0054</u> <u>bhutchinsan@cvky.org</u> | Bid Package / Bid Date<br><u>35-2024 ; 05-31-24</u> |

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

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

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

Community Ventures Corporation  
Company  
05-31-24  
Date

Brian Hutchinsan  
Company Representative  
Chief Development Officer  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 35 - 2024

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

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

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

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBE's and/or Veteran-Owned Businesses of subcontracting opportunities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Community Ventures Corporation  
Company  
05-31-24  
Date

Brian Hutchinson  
Company Representative  
Chief Development officer  
Title

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B At Will Termination

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

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

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

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

  
Signature

05-31-24  
Date



## **GENERAL PROVISIONS**

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

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

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



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

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

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

#### B. At Will Termination

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

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

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

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

Boris A. Antichuk  
Signature

05-31-24  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

### **INSURANCE REQUIREMENTS**

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

#### **Required Insurance Coverage**

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

| <b><u>Coverage</u></b>   | <b><u>Limits</u></b>  |
|--|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate<br>or \$2 million combined single limit |
| Auto Liability   | \$1 million per occurrence  |
| Worker's Compensation  | Statutory   |
| Employer's Liability   | \$100K  |
| Professional (E&O) Liability                                   | \$1 million per claim   |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

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

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### **DEFAULT**

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



**LEXINGTON**

*Economic Partnership*

## **REQUEST FOR PROPOSAL (RFP)**

### **Economic Development Partnership Services**

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10<sup>th</sup> the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

### **1.0 General Information**

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

<https://lexingtonky.ionwave.net>

### **2.0 SCOPE OF WORK**

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington



Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

- (2.1) New Business Development;
- (2.2) Existing Business Retention and Expansion;
- (2.3) Small Business Owner Connections and Networking;
- (2.4) Entrepreneurial Development/Start-Up Assistance;
- (2.5) Minority Owned Business Development;
- (2.6) Women Owned Business Development;
- (2.7) Veteran Owned Business Development;
- (2.8) Available Economic Development Property Register;
- (2.9) WORK-Lexington;
- (2.10) Talent and Workforce Development, and
- (2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

## **2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION**

- A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
- B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
- C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
  - 1. Corporate decision makers and community/program liaisons.
  - 2. Site selection consultants to build awareness of Lexington.
  - 3. Local executives/management.
- D. Specific program marketing tasks will include the following:
  - 1. Marketing shall be under the brand of the Lexington Economic Partnership.
  - 2. Develop an electronic marketing plan for recruitment outreach efforts.
  - 3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
- E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.
- F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM**

- A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.
- B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.
- C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- D. Work with local businesses to maintain and improve their employment diversity.
- E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
  1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
  2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

- connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.
3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
  4. Develop a business support network based on sector for businesses and employers within Lexington.
- F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
  2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
  3. Issues and perceived challenges related to company growth opportunities in Lexington.
  4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
  5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.
- I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

## **2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING**

- A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.
- B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

- C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE**

- A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of \$500,000 per year or less.
- C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
- E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.5 MINORITY OWNED BUSINESS DEVELOPMENT**

- A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- C. Assist with educational assistance/programs related to starting and operating a minority owned business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
- E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.6 WOMEN OWNED BUSINESS DEVELOPMENT**

- A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- C. Assist with educational assistance/programs related to starting and operating a women owned business.
- D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
- E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.7 VETERAN OWNED BUSINESS DEVELOPMENT**

- G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
- J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
- K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER**

- A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
- B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
- C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

## **2.9 WORK-LEXINGTON**

- A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program ([www.lexingtonky.gov/lexwork](http://www.lexingtonky.gov/lexwork)) office(s), including on-site program coordination and support for the office(s).
- B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
- D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.10 TALENT AND WORKFORCE DEVELOPMENT**

- A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
- B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31<sup>st</sup> of each year detailing the progress of that current year.
- C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31<sup>st</sup> of each year detailing the progress of that current year.
- D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

## **2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT**

- A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
- B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
- C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
- D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

- E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
- F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
  - 1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
  - 2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
  - 3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
- G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

### **3.0 REQUIRED PROPOSAL CONTENTS**

The following items shall constitute the proposal:

- A. Letter of intent/Statement of Services including:
  - 1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
  - 2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
  - 3. Identification of criteria to measure the success of your proposal.
  - 4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
  - 5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their



agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

- B. History of organization and statement of qualifications including:
  - 1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
  - 2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
  - 3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
  - 4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
  - 5. Provide references for completed projects similar to the project you have responded to in your proposal.
- C. Evidence of ability to perform the requested tasks, such as:
  - 1. Examples of relevant past work products and successful project examples of documents created.
  - 2. Presentation(s).
  - 3. Other work products, etc.
- D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.
- E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.
- F. Conflict of Interest Disclosure if applicable.

#### **4.0 Project Oversight**

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

#### **5.0 Evaluation Criteria and Selection Process**

- A. Evaluation Scoring:
  - 1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
  - 2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
  4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
  5. Qualifications of the respondent organization and team– 10%.
- B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
  - C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
  - D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
  - E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

## **6.0 Timeline**

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

## **7.0 Proposal Submissions**

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 31, 2024**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at <https://lexingtonky.ionwave.net/>. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any respondent in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal



## **Addendum**

### **Required Proposal Contents**





## **Why WBC of Kentucky and Community Ventures are Best Suited for Economic Development Partnership with LFUCG**

### **Proven Track Record of Success**

The Women's Business Center of Kentucky (WBC) and Community Ventures have a well-established history of supporting economic development and entrepreneurial success. Their combined expertise in providing tailored business coaching, educational programs, and financial assistance has significantly contributed to the growth of small businesses in Lexington-Fayette County. This track record demonstrates their capability to manage and execute programs effectively, ensuring positive outcomes for the community.

### **Comprehensive Support Services**

WBC and Community Ventures offer a holistic suite of services that address the multifaceted needs of entrepreneurs, particularly women and minority-owned businesses. These services include:

- **Personalized Business Coaching:** Providing one-on-one counseling sessions to help entrepreneurs with business plans, loan applications, and market research.
- **Educational Workshops:** Conducting regular workshops such as the Business Builder Workshop to equip entrepreneurs with essential skills in business management.
- **Access to Capital:** Assisting businesses in identifying and securing financing options and investment capital.
- **Networking Opportunities:** Hosting events like the Women in Business Expo and the Empowering Excellence Panel to foster connections within the business community.

These comprehensive support services ensure that entrepreneurs receive the necessary resources and guidance at every stage of their business journey.

### **Strong Community Connections**





Both WBC and Community Ventures have deep-rooted connections within the Lexington-Fayette County community. They collaborate closely with local businesses, government agencies, and non-profit organizations to create a supportive ecosystem for entrepreneurs. Their established relationships with the Small Business Administration (SBA) and other financial institutions enable them to effectively link entrepreneurs with critical resources.

#### Focus on Diversity and Inclusion

WBC and Community Ventures are committed to promoting diversity and inclusion within the business community. Their targeted programs for women and minority entrepreneurs help to reduce barriers and create equal opportunities for all. By introducing new minority and women-owned businesses to the LFUCG Minority Business Enterprise Liaison, they actively contribute to a more inclusive economic landscape.

#### Customized and Confidential Services

The WBC's no-cost, confidential, and tailored business coaching ensures that entrepreneurs receive personalized attention that addresses their unique challenges and goals. This customized approach increases the likelihood of business success and sustainability.

#### Alignment with LFUCG Goals

The mission and objectives of WBC and Community Ventures align closely with the goals of the Lexington-Fayette Urban County Government (LFUCG) for economic development. Their focus on entrepreneurial development, minority and women-owned business support, and community engagement dovetails with LFUCG's efforts to foster a vibrant, diverse, and inclusive economy.

#### Measurable Impact and Accountability

Both organizations are committed to transparency and accountability. They provide detailed annual reports outlining their activities and outcomes, ensuring that stakeholders, including the LFUCG, can track progress and assess the impact of their initiatives. This commitment to measurable results fosters trust and demonstrates their effectiveness in driving economic development.





## **Knowledge and Understanding of Lexington-Fayette County and the Lexington-Fayette County Economy**

The Women's Business Center of Kentucky (WBC) and Community Ventures possess a profound understanding of the economic landscape and challenges faced by businesses in Lexington-Fayette County. The 2022 Disparity Study commissioned by the LFUCG highlights significant barriers for minority and women-owned businesses, including limited access to capital and market opportunities. WBC and Community Ventures have a proven track record in addressing these disparities through tailored programs such as business coaching, educational workshops, and networking events. Our strong community ties and data-driven approach ensure that we effectively support underrepresented entrepreneurs, making us the ideal partner to drive economic development and promote equity in the local economy.

According to the 2022 Disparity Study commissioned by the Lexington-Fayette Urban County Government (LFUCG), there are notable disparities in business ownership and opportunities for minority and women-owned businesses. The study highlights several key findings:

### **1. Minority-Owned Business Disparities:**

- Minority-owned businesses face significant barriers in accessing capital and securing contracts.
- There is a lower representation of minority-owned businesses in the marketplace compared to their proportion of the population.

### **2. Women-Owned Business Disparities:**

- Women-owned businesses also experience challenges in gaining equal opportunities for growth and sustainability.
- The study indicates a need for targeted support and resources to help these businesses thrive.

These disparities underscore the need for specialized programs and interventions to support minority and women entrepreneurs in Lexington-Fayette County.







# WBC of Kentucky- Economic Development Partnership Project

| Category                                | Description  | Amount | Qualifications  |
|---|--|--------|---|
| <b>Job Function</b>                     |  |        |   |
| Lexington Business Advisor              | Provides 1:1 coaching to women-owned and minority-owned businesses in Lexington; conducts trainings/events specific to the Lexington entrepreneurial community.  | 100%   | Certified Business Advisor with appropriate education to support providing 1:1 business consulting to women and minority-owned businesses   |
| WBC Executive Director                  | Supervises Business Advisor and Event & Program Coordinator; Oversees Program Compliance; Provides WBC Program Direction   | 50%    | Certified Business Advisor with appropriate education to support services rendered. Annual compliance training with SBA program oversight.  |
| WBC Event & Program Coordinator         | Assist with the coordination of WBC events and programming. This individual oversees registration, post event reporting, survey analysis, and the development of training programs for entrepreneurial communities | 25%    | Background and experience provide a tailored experience in supporting business owners. Online platform, resource, and program knowledge implemented to ensure efficiencies and effectiveness within WBC events and program offerings. |
| Community Ventures President of Lending | Provides guidance and supervisory to WBC program from host organization, Community Ventures; Approves and oversees budgetary requests made from the WBC  | 5%     | Leadership of the WBC program for more than five years. Background in supervising local, state, and federal funded programs   |





## Community Ventures Corporation

## Job Description

### **JOB TITLE: Director of Women's Business Center of Kentucky**

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Employee Name: Devanny King

Division: Business Development

Location: Lexington

Supervisor: Brenda Weaver

Prepared by: Kevin R. Smith

Salary level: Competitive

Approved by: Kevin R. Smith

FLSA Status: Exempt

% of FTE: 100%

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The Women's Business Center Program Director (WBC Program Director) is a full time, exempt, senior level staff position with program and operational responsibility in Lexington/Fayette County, Kentucky for the state of Kentucky.

**SUMMARY:** This position manages CVC's operations of the SBA's WBC of Kentucky. Roles, directly or through staff, will include:

- (1) consulting with clients to define personal barriers to business start-up or stable ownership;
- (2) providing individual technical assistance or classroom training to address the identified barriers;
- (3) consulting with clients looking to expand their business and providing additional resources to clients;
- (4) assisting clients, when necessary, in obtaining appropriate financing;
- (5) collaborating with outside agencies to provide the maximum support for women and disadvantaged entrepreneurs;
- (6) ensuring the agency's compliance with all program goals, objectives, policies and procedures;
- (7) ensuring that the WBC is and remains in compliance with all funding requirements;
- (8) preparing all funding reports, conducts surveys as needed and all other administrative requirements of the program;
- (9) reporting to the Director of Lending

While other duties may be assigned as needed, **ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following:

#### **ADMINISTRATIVE**

- Developing, implementing, and overseeing all operating procedures in accordance with SBA and CVC requirements and guidelines.
- Assuring compliance with SBA requirements and guidelines in data collection and reporting, and other areas.
- Responding in a timely manner to the needs and requests of clients, collaborators, and partners.
- Developing agreements and memoranda of understanding with participating organizations and agencies.

- Maintaining communication among CVC and WBC staff and attending all relevant organizational meetings.
- Assisting in hiring, training, supervising, and evaluating staff to ensure successful and accountable program results.
- Supporting, implementing, and promoting compliance with CVC's Diversity and Equal Opportunity Plan in all aspects of employment and education; encouraging cultural and ethnic diversity in staffing, curriculum, programs, and services.
- Maintaining a safe work environment, enforcing safe work practices, reporting and investigating accidents, maintaining necessary documentation, policies and procedures, and requiring employees to receive mandated training.

#### **BUDGETARY/FINANCIAL**

- Developing, managing and administering the WBC program and budget, in accordance with recognized good accounting practices, and SBA and CVC guidelines and requirements.
- Overseeing proper and accurate collection and reporting of financial and performance data.
- Preparing and submitting requests for reimbursement, budget amendments, contract closeout reports, and quarterly and annual program reports to the CVC CEO, or the CEO's designee.

#### **PROJECT MANAGEMENT**

- Maintaining, managing, and growing economic development projects within the scope of the WBC and CVC.
- Organizing a WBC Center Advisory Council
- Establishing a regular meeting schedule for the WBC Advisory Council, providing appropriate information and agendas in *advance* of meetings, facilitating management presentations and dialogue, and issuing timely meeting minutes.
- Preparing project reports and conduct project evaluations (monthly reports).

#### **COMMUNITY OUTREACH, NEEDS ASSESSMENT & ON-GOING STRATEGIC PLANNING**

- Researching existing programs and services in each respective territory and determining the needs of the local aspiring and existing small business communities in order to develop effective programs and services
- Managing and sustaining mutually supportive relationships with the SBA through the Kentucky SBA District Director and relationship with other WBC partners
- Establishing relationships with colleges, universities, research, community and government institutions throughout the state.
- Participating, STATEWIDE, in community organizations and activities relevant to CVC's and the WBC's mission; concentrating efforts in the larger cities of Louisville/Jefferson County and Lexington/Fayette County
- Identifying under-served communities and strategies to reach them
- Exploring strategies and opportunities for job-creation and revenue-generation
- Maintaining a short term workplan and accomplishments record

- Determining the needs of the local small business community to develop effective WBC services
- Developing, implementing and supervising specific ancillary training modules to expand and complement existing business development training programs.
- Providing in-depth, high quality, one-on-one business counseling and specialized training to business owners and prospective business owners. Serving as a mentor to WBC clients.
- Coordinating and leveraging the resources of community small business organizations and agencies to provide a comprehensive assistance delivery system.
- Providing leadership in community small business assistance services.
- Developing and implementing plans for marketing, public relations, and outreach activities throughout WBC territory.
- Speaking to community groups to explain and interpret agency purposes, programs, and policies.
- Maintaining the reputation and positive regard held by the WBC in the community.

**SUPERVISORY RESPONSIBILITIES:** This job may have supervisory duties over three subordinate positions. Works with and ensures training of EVP's, Directors of Business Development and Business Development Specialists in the requirements of the WBC when applicable.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** 1) Extensive experience as a small business owner or manager; 2) An education level that consists at minimum a bachelor's degree in business administration, management or related field from a four-year college or university; or 3) Four to five years related experience and/or training in the provision of training and technical assistance to entrepreneurs and small businesses; or equivalent combination of education and experience. Must be proficient in Microsoft Word and Excel.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The employee will be required to do some traveling.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

**COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER**

# Devanny Paige King, MBA

[devpking@gmail.com](mailto:devpking@gmail.com) | [www.linkedin.com/in/DevannyKing](http://www.linkedin.com/in/DevannyKing)

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## EXPERIENCE/SKILLS

- 5 years of International Work Experience in Australia, Spain, Mexico, and China
- NASBITE certified Global Business Professional
- 10 years in Management & Leadership Consulting and Education
- National Conference Speaker: America's Small Business Development Center

## RELEVANT CAREER EXPERIENCE

### Women's Business Center of Kentucky

Lexington, Kentucky

*Executive Director* (April 2023-present)

- Ensuring the agency's compliance with all program goals, objectives, policies, and funding requirements
- Preparing all funding reports, conducting surveys, and all other administrative requirements for the program
- Collaboratively and effectively work with outside agencies to provide maximum support for women and disadvantaged entrepreneurs
- Consulting with clients who are starting or expanding their business ventures and assisting when necessary in obtaining appropriate funding

### Georgetown College- Adjunct Professor, Entrepreneurial Leadership (Aug 2021-Dec 2023)

- **COMM 350 COURSE DESCRIPTION:** The course examines the Entrepreneurial Leadership factors needed to bring about enterprise transformation or transition from start-up to ongoing operations and ultimately to a sustainable business model. Theories and related research are conducted within the course in addition to "best" and "worst" practices, using case studies, lectures, and outside speakers.

### Kentucky Small Business Development Center

Lexington, Kentucky

*Business Consultant* (Aug 2020-April 2023)

- Facilitating sessions to help entrepreneurs develop appropriate business models, business plans, financial projections, cash flow models, marketing plans, loan packaging, and core processes
- Coaching entrepreneurs launching new businesses and growing or diversifying mature businesses
- Building and maintaining close professional relationships with small businesses throughout the region.
- Collaboratively and effectively work with partner organizations, including hosts, state and federal resource partners

*International Trade Team Lead* (Aug 2021- present)

- International business planning assistance: product preparation, market analysis, logistics, documentation, financial analysis, compliance and legal considerations
- International market intelligence support: identify potential export markets, assess target markets, find foreign buyers and distributors
- Export forums, trainings, workshops, and in-house training
- Collaboratively work in partnership with federal and state agencies that assist small business exporting clients

### Enriched LLC- Founder & Coach (April 2020-present)

- Develop, facilitate, and promote growth opportunities to clients seeking professional and personal development strategies.
- Course creation for professional development: optimizing organizational culture, leadership training, effective communication, networking, and career development
- Promoting professional and personal development everyday strategies through blog articles, public speaking agreements, and in-person team trainings.

### CRCC Asia- General Manager (February 2019-November 2019)

Beijing, China

- Oversee regional employees of the Beijing office by providing training to new employees and mentoring existing employees to achieve personal and corporate goals
- Monitor and control expenses for the Beijing expenses of \$300,000 USD annually
- Effectively lead and monitor KPIs for the Business Development and Program Management teams
- Expand the partnership portfolio and connect with potential stakeholders

- Starz Sports- Project Manager** (October 2018- February 2019) Beijing, China
- Work alongside the company and its affiliates to manage and execute all programs involving the Yao Ming Youth Basketball Development entity.
  - Establish and conduct inter-scholastic competition, while communicating positive character development concepts to players and parents.

**Professional Athlete, Basketball**

- FC Barcelona/Barça CBS, Federación Española de Baloncesto Liga Femenina 2 (2018 Season) Barcelona, Spain  
 Kalamunda Eastern Suns, Western Australia State League Basketball(2017 Season) Perth, Australia  
 Lakeside Lightening, Western Australia State League Basketball (2016 Season) Perth, Australia
- Compete and perform at a high-level of basketball as a restricted import player
  - Represent the brand of the basketball club on and off the court

- Impressions Marketing and Events- Account Manager** (October 2016-August 2018) Lexington, Kentucky
- Helping organizations build their brand by using integrated marketing strategies and effectively executed events
  - Amplifying brands for businesses and non-profits in the areas of: event marketing, digital marketing, graphic and web design, video production, public relations, radio and broadcast
  - Manage select accounts by tailoring the work provided to their specific needs and organizational goals. Serve as the communication liaison between the clients, suppliers, and distributors

- 98five Sunshine FM- Public Relations Manager** (October 2016- October 2017) Perth, Australia
- Promote the activities and content of the federally-licensed, community-operated radio station and its various sub-units to the wider community
  - Responsibilities include, but not limited to: press releases, media contact, developing and maintaining key stakeholder relationships, events involvement and organization, promotional media and networking opportunities
  - Develop and administer proposals for on and off air promotions to increase profile and market-share / audience goals

- 98five Sonshine FM- Operations Manager** (March 2016- October 2016) Perth, Australia
- Coordinate and administer a range of operational and administrative activities in direct support of the delivery of 24-hour radio programming by the station
  - Participate in the development and administration of strategic and operating plans, and evaluate programs for compliance with the overall mission of the station.
  - Monitor, manage and improve the efficiency of support services such as IT, HR, Accounts, Sales and Finance

- SteinGroup, LLC. – Business Research Associate** (May-December 2015) Lexington, Kentucky
- Prepare market research on behalf of clients and provide consulting on marketing campaign strategies
  - Assist staff and clients in the design, execution and evaluation of projects, including literature reviews, surveys, focus groups, data integration and analysis

**EDUCATION**

*Georgetown College*

- Bachelor of Science: Business Administration & Communication and Media Studies, Magna Cum Laude

*Western Kentucky University*

- Master's in Business Administration

**CERTIFICATES:**

- Kentucky Colonel - The Honorable Order of Kentucky Colonels issued February 2024
- NASBITE Certified Global Business Professional
- Diversity and Inclusion in the workplace by ESSEC Business School
- Export and Trade Counseling Intermediate Level presented by SBA and TPCC

**Community Leadership & Board Positions:**

- Kentucky District Export Council (2024-present)
- Kentucky Small Business Development Center (2023-present)
- YOU ARE Co. (2019-2022)
- Diversity & Inclusion Committee Member, Georgetown College (2020-2021)



**JOB TITLE: PRESIDENT OF LENDING**

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**EMPLOYEE NAME:** Brenda Weaver**DIVISION:** Lending  
**SUPERVISOR:** Kevin R. Smith  
**SALARY LEVEL:** Competitive  
**APPROVED BY:** Kevin R. Smith  
**FLSA STATUS:** Exempt**LOCATION:** Lexington  
**PREPARED BY:** Kevin R. Smith  
**PREPARED DATE:** 10/26/2016  
**APPROVED DATE:** 10/26/2016  
**% OF FTE:** 100%

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**SUMMARY:** Manages and directs CV's Lending Company, supervises multiple staff at multiple locations and ensures compliance with all program goals, objectives, policies and procedures. Ensures that each appropriate staff member consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties:

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

**Technical Assistance and Training**

Works through staff to ensure program goals are achieved.

Markets programs throughout CV service area.

Maintains sufficient contact with public, peers, etc. to ensure partnership goals are achieved.

Oversees interviews with clients to determine clients' personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Oversees analysis of data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Establishes, sets up and maintains training facilities when applicable.

Oversees the presentation of established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Oversees the scheduling of presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

### **Lending**

Markets CV's business loan products and generates sufficient activity to meet established goals.

Ensures adherence to all Lending Company policies and procedures, both written and non-written.

Oversees the gathering of appropriate information pertaining to each assigned client's loan request such as sources of income, history and reliability of income, current debts, payment history, assets, etc.

Ensures that clients are assisted in filling out the loan or credit application including required proformas.

Advocates for client during loan review and approval process.

Ensures ongoing contact with client to provide technical assistance and ensure current status of loan.

### **Data Collection and Reporting**

Ensures completion of all client-related documents and submission to the appropriate data collection personnel or file.

Oversees documentation in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to funders to ensure compliance with Corporation's contractual agreements.

**SUPERVISORY RESPONSIBILITIES:** Supervises all Lending Company personnel. Ensures compliance with personnel policies and procedures. Motivates, trains, and maintains staff efficiency.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Extensive experience as small business owner or manager; bachelor's degree (B.A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

**LANGUAGE SKILLS:** Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**MATHEMATICAL SKILLS:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**REASONING ABILITY:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.



**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Community Ventures is an Equal Opportunity Employer.**

**PROFESSIONAL EXPERIENCE**

**COMMUNITY VENTURES, Lexington, KY**

**2016-Present**

VP of Business Development for eHome America – Began in January of 2016 with responsibility for outreach and business development for CV's online homebuyer education product, working with HFA prospects around the nation. In mid-2017, moved to also take over responsibilities of President of Community Ventures' Housing Company, where I oversee the Homeownership Center and residential development activities of the organization.

President, Lending Company - Assumed additional responsibilities of overseeing all of Community Ventures' lending activities, including residential, small business, and micro-lending. This includes the origination and servicing of these loans, as well as managing and developing relationships with funders and lending partners, federal and state agencies, and other investors.

**KENTUCKY HOUSING CORPORATION, Frankfort, KY**

**2008 – 2016**

Assistant Deputy Executive Director, Housing Programs and Production – Provided leadership and guidance for the corporation's program areas, including Multifamily, Single-family/Homeownership, Housing Contract Administration, and Tenant Services. Included in those program areas are multiple HUD programs (HOME, ESG, HOPWA, CoC, HUD 811, Olmstead, and Chaffe); LIHTC; Tax-Exempt Bond; Fannie Mae; Ginnie Mae; Hardest Hit Fund; and Project-Based and Tenant-Based Rental Assistance. Additionally, I oversaw the energy programs, including Kentucky Home Performance for residential properties. Wrote formal policies and procedures for multiple program areas.

Formerly served in executive management positions as Chief Strategy Officer; Chief Program, Policy, and PR Officer; and Chief Program and Policy Officer. In those positions, I had executive management oversight for the following areas: Specialized Housing Resources, Tenant-Based Rental, Loan Servicing, Single-Family Homeownership, Communications, and Organizational Planning and Performance.

**NFCDCU, New York, NY**

**2007 – 2008**

Director, CDCU Mortgage Center – Managed operations of the Mortgage Center, an LLC of the National Federation of Community Development Credit Unions. Conducted research and analysis around foreclosure issues and the housing crisis, and disseminated information through webinars, conference calls, and education forums for credit union members across the country. Provided training and technical assistance to member credit unions. Managed the Federation's partnership in the national Fair Mortgage Collaborative initiative and HUD's HOPE NOW Alliance. Additionally, I managed the Federation's new business as a HUD counseling intermediary, where I administered grants, monitored performance, and provided technical assistance to sub-grantees who were providing housing counseling.

**FANNIE MAE, Lexington, KY**

**2000 – 2007**

Represented Fannie Mae in the local community, the state, the region, and on a national basis in the following capacities:

Lead Director, East Central Cluster - Provided leadership during a corporate re-organization and oversaw

activities in East Central group of Community Business Centers in the Central Region for Fannie Mae. Area included multiple offices in TN, OH, KY, and WV.

National Coordinator, Housing Finance Agency (HFA) Strategy Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit; worked with HFAs nationally to encourage participation in NCSHA affinity agreement (a special single-family loan product developed specifically for HFAs); developed individual strategies with HFAs; worked on individual product development, pricing issues, portfolio acquisitions, and other issues related to the overall HFA/Fannie Mae relationship.

National Coordinator, Public Housing Authority Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit, working with Public Housing Authorities to source community development business for the company.

Director - Kentucky Community Business Center – Managed Fannie Mae operations in Kentucky and oversaw development of affordable housing initiatives and investments of single-family, multi-family, and community development resources across Kentucky.

- Sourced affordable housing transactions by working with developers, non-profits, lenders, and municipalities to identify single-family, multi-family, and community development investment opportunities. These included LIHTC equity investments, short-term and long-term debt investments, and permanent financing.
- Relationship management – developed and managed relationships with housing partners across the Commonwealth, including lenders, non-profit and for-profit housing providers, advocacy groups, municipalities, and elected officials.

## **ACKINSON FINANCIAL SERVICES, INC., Lexington, KY**

**1995 - 2000**

### President/CEO and Owner

Performed consulting services for banks, credit unions, mortgage companies, CDFI's, and non-profit agencies. Consulting services included training (both classroom and individual); strategic planning; program and product development; creation of strategic partnerships and alliances; compliance training and review; problem-solving; and developing policies and procedures. A full client list is attached.

- As consultant for the National Federation of Community Development Credit Unions, wrote and instructed a mortgage lending school for the NFCDCU member institutions. Courses provided participants an opportunity to learn about all aspects of mortgage lending with emphasis on providing affordable financing for lower-wealth clientele. The school was held each year at New Hampshire College.

Conducted financial education and housing counseling through a subsidiary known as "CredAbility," providing pre-purchase counseling for bank and non-profit referrals as well as financial planning for a wide variety of clients.

## **COMMUNITY BANK OF LEXINGTON, INC., Lexington, KY**

**1989 - 1995**

### President and CEO

#### Executive Vice President/Director of Loan Operations

Responsible for all lending activities prior to being promoted to President/CEO. Led the organization through tremendous change, from the start-up as a de novo bank, to a successful financial institution, and through a complete re-organization as we merged with another bank.

As Director of Loan Operations, responsibilities included:

- Management: Oversaw asset/liability function, budget/profitability, advertising, strategic planning, investments, etc. Served on bank's Investment, Risk Management, Loan, and Strategic Planning Committees and was member of bank's Board of Directors.
- Secondary marketing: Consistently increased fee income for the bank through secondary market loan sales activities; established investors and maintained relationships with outside sources for loans. Managed production pipeline by setting prices daily, negotiating loan sale commitments;

supervised all reporting, accounting, and sales of loans to investors.

- Underwriter: Am an approved FHA and FHLMC underwriter, and underwrote all portfolio and secondary market real estate loans not originated personally.
- Servicing: Oversaw both portfolio loans and secondary market (Freddie Mac) loan servicing.
- Compliance and CRA Officer: Consistently achieved an "Outstanding" rating and served as bank's affordable housing and community investment representative.
- Personal loan production: Originated majority of bank's real estate loans.

## **VARIOUS MORTGAGE COMPANIES AND BANKS**

**1977-1989**

## **EDUCATION**

- 3-year Graduate School of Banking, University of Wisconsin, Madison, Wisconsin
- Received "Certified Mortgage Banker" designation, Mortgage Bankers Association of America (currently designated as a Master CMB, indicating expertise in residential and commercial lending as well as mortgage policy)
- 3-year MBA School of Mortgage Banking, University of Florida and Northwestern
  - Mortgage Bankers Association of America
- BA in English & Education – University of Kentucky & Berea College

## **AWARDS AND PROFESSIONAL AFFILIATIONS**

### **MORTGAGE BANKERS' ASSOCIATION OF THE BLUEGRASS**

Mortgage Banker Hall of Fame Award for lifetime achievement

Named Lifetime Director

Served as President, Vice President, & Secretary-Treasurer

Named *LEXINGTON MORTGAGE BANKER OF THE YEAR*

### **MORTGAGE BANKERS' ASSOCIATION OF KENTUCKY**

Named Lifetime Director

Served as President, Vice President, & Secretary-Treasurer

Named *KENTUCKY MORTGAGE BANKER OF THE YEAR*

### **MORTGAGE BANKERS' ASSOCIATION OF AMERICA**

Served on Legislative, CMB, and State and Local

Liaison Committees

## **COMMUNITY LEADERSHIP**

One of the organizers of two financial institutions and one non-profit:

Community Bank (currently Community Trust)

LexLinc Community Development Federal Credit Union

REACH, Inc.

Previous board positions:

Community Bank  
Appalachian Federal Credit Union Board  
Chair, Finance Committee  
LexLinc Community Development Federal Credit Union  
Served two terms as REACH Board Chair  
H.E.A.D., Inc. (non-profit venture capital fund)  
American Red Cross  
Central Christian Church Foundation for Affordable Housing  
Central Christian Church's St. James Place  
Realtor/Community Housing Foundation  
Affordable Housing Alliance  
Comprehensive Housing Affordability Strategy,  
"Committee of the Whole" which drafted state housing strategy  
Homeless and Housing Coalition  
Mayor's Task Force on Homelessness  
Lexington Forum  
TEAM Lexington Task Force (strategic plan for LFUCG human resources)  
NEW CENTURY LEXINGTON Task Force (creating private/public partnerships)  
The Housing Foundation, Inc.  
Central Christian Church  
St. James Place  
Named one of the "*TOP WOMEN IN BUSINESS*" for two years by Lane Report  
Leadership Lexington Graduate  
Lexington-Fayette County:  
Industrial Revenue Bond Review Board  
Community Development Corporation Board



## Event and Program Coordinator

The Women's Business Center (WBC) of Kentucky serves entrepreneurs and small business owners in every stage of business. We aim to provide best-in-class coaching, in-demand services, and relevant programs to foster the success of small businesses.

The Event and Program Coordinator will assist the project team by coordinating and executing various projects in support of the center's mission, including event planning and programmatic support activities.

### **Essential Duties**

#### **Client Relations:**

- Practices radical hospitality to all guests through virtual and in- person interactions
- Develops a good understanding of all WBC of Kentucky, Community Ventures and U.S Small Business Administration policies and procedures.

#### **Program and Administrative Support:**

- Assists in answering phones and emails and assisting clients with questions and next steps
- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- Participates in the collection of client feedback on programs and collection of economic impact data for grant reporting purposes.
- Assist with meeting set up and take down to include safety protocols.
- Completes tasks for small business resource development.
- Ensure all client data is maintained and recorded in the organization's CRM.
- Takes on research as directed.

#### **Event Planning:**

- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- At the direction of the Executive Director, coordinate logistics for events, including venue selection, catering, audiovisual requirements, and on-site coordination.
- Assist in the development of promotional materials.

## **Qualifications**

### **Education/Experience:**

- High School graduate, college degree preferred.
- Extensive knowledge of Microsoft Office Suite, scheduling software and email are required.
- Experience with business communications, scheduling, and meeting & event planning.
- Previous experience working with a nonprofit organization is desirable.
- Previous experience with a Customer Relationship Management System is preferred.
- Event Planning 1-2 years (required)

### **Communication**

- Ability to communicate well-listening, verbal, and written mediums.
- Ability to communicate with co-workers, clients, vendors, and others in a courteous and professional manner.
- Ability to deal with a diverse group of external callers and visitors as well as internal contacts.
- Commitment to keeping management informed of activities and any significant problems.

### **Skills**

- Ability to work independently with accountability for accurate and complete results.
- Extremely organized and exceptionally detail-oriented.
- Works well both independently and in a team environment.
- Energetic in a fast-paced work environment.
- Able to analyze information and respond appropriately.
- Ability to multi-task in a pleasant manner and work well under pressure.

### **Attributes**

- Motivated to improve processes, procedures, and the work environment.
- Professional appearance and manner.
- Desire and ability to learn.
- Well-organized and detail-oriented.
- Honest and trustworthy.
- Self-Starter.
- Strong work ethic, self-motivated, dependable, respectful, flexible, and positive.

The Event and Program Coordinator will embrace our mission, culture, and core values, and comply with all federal, state, and local legal and tax requirements.

Equal Employment Opportunity (EEO)

## **Kana L. Brown**

Jeffersonville, IN 47130  
812.213.7273  
info@kanabrown.com

### **SUMMARY**

Creative and results-oriented multi passionate professional with over 10 years of experience in community building, and business development. Expertise in building and nurturing relationships with businesses, creatives, and the community.

### **EXPERIENCE**

#### **Content Creation, Remote - April 2021 - Present**

- Photography
- Video editing
- Blog Copy
- Negotiating brand deals
- Creating campaigns meeting timelines

#### **Evansville Black Chamber of Commerce, Evansville, IN - Vice President July 2020 - March 2023**

- Creating Programming
- Creating community partnerships and events
- Mentoring small businesses
- Website creation
- Creating fundraising campaigns

#### **Love IT! EVV, Evansville, IN - Founder, CEO April 2014 - October 2018**

- Creating community partnerships and events
- Creating marketing campaigns
- Fundraising with local businesses
- Building brand awareness for independent businesses

#### **Level Up Lou, Louisville, KY - Community Manager March 2017 - June 2018**

- Pitching and securing brand partnerships
- Point person for communication between businesses and creatives for pop up classes
- Negotiating contracts for teachers
- Securing spaces for pop ups

#### **The Beauty Room, Evansville, IN - Founder, LE April 2012 - April 2023**

- Managing space for wellness + beauty businesses
- Creating community partnerships and events
- Mentoring small businesses
- Facilitating holistic skin care classes
- Building brand awareness for independent businesses



## **EDUCATION**

*University of Southern Indiana, Evansville, IN - Business Marketing and Communications*  
January 2009 - May 2011

## **SKILLS**

- Business Development
- Brand Partnerships
- Community Building
- Creative Problem-Solving
- Team Building
- Project Management
- Strong Communication
- Content Creation

## **AWARDS**

*News 4U 20 Under 40, 2015*

*Best of Issue Evansville Living, 2018*

*Junior League 20 Under 40, 2020*

*Leadership Everyone, Program Award in Community + Neighborhood, 2021*

*Goldman Sachs Black in Business, 2022*

**JOB TITLE: Business Coach**

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|                |                      |           |           |
|----------------|----------------------|-----------|-----------|
| EMPLOYEE NAME: | Yet to be Determined |           |           |
| DIVISION:      | Business Development | LOCATION: | Lexington |
| SUPERVISOR:    | Devanny King         |           |           |
| SALARY LEVEL:  | Competitive          |           |           |
| APPROVED BY:   | Kevin R. Smith       |           |           |
| FLSA STATUS:   | Exempt               |           |           |
| % OF FTE:      | 100%                 |           |           |

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**SUMMARY:** Consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

**Technical Assistance and Training**

Interviews client to determine client's personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Analyzes data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Assists clients with bookkeeping, marketing, business plan development and implementation, legal and insurance issues.

Utilizes and refers clients to other sources to obtain necessary services.

Establishes, sets up and maintains training facilities when applicable.

Presents established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Schedules and introduces presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

### **Data Collection and Reporting**

Ensures completion of all client-related documents and submits them to the appropriate data collection personnel or file.

Documents in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to contract management personnel to ensure compliance with Corporation's contractual agreements.

### **SUPERVISORY RESPONSIBILITIES: None**

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** Extensive experience as small business owner or manager; bachelor's degree (B. A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

**COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER**



May 30, 2024

Lexington-Fayette Urban County Government  
200 E Main St  
Lexington, KY 40507

To whom it may concern:

Please consider this letter as both a professional reference and a strong endorsement of the work that is being done by the Women's Business Center of Kentucky and its Executive Director, Devanny King. WBC of Kentucky has been a major resource of both information and connection for myself and my company, Guide Realty.

The WBC of Kentucky currently offers programming such as Strong Women, Strong Coffee; Women in Business Expo; Empowering Excellence Panel; and 1:1 coaching. These services are invaluable to all business owners, but essential to women and minority-owned businesses who have historically had less access to these types of resources. Recent topics have included Business Finance, Growth and Expansion Planning, Health and Wellness and Marketing Strategies. Industry professionals have shared information and offered additional resources to current and aspiring entrepreneurs. All of these services have been offered at no charge to the participants.

While the number of women and minority-owned businesses is increasing, the financial gain of these businesses continues to lag behind. WBC of Kentucky's focus on this segment of entrepreneurs is essential to closing this financial gap and supporting the success of our local businesses. Any financial support for the WBC of Kentucky will further the commitment to our community's women and minority-owned businesses.

Please feel free to contact me for additional information or input.

Most sincerely,

Raquel E. Carter, Owner  
Guide Realty, Inc.  
(859) 421-8984



## Kentucky APEX Accelerator

Friday, May 31, 2024

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**SUBJECT: Support Letter for the Women's Business Center of Kentucky**

I am writing on behalf of the Kentucky APEX Accelerator (formerly KYPTAC), a federally funded grant hosted by Kentucky Science and Technology Corporation (KSTC), to express our support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington.

Through this funding, WBC aims to provide a business coach to support women and minority-owned businesses in Lexington through initiatives such as Strong Women Strong Coffee, Women in Business Expo, Empowering Excellence Panel, and 1:1 coaching. These efforts are crucial for fostering our region's diverse and robust business community.

The KY APEX Accelerator serves as the primary resource for government contracting assistance in Kentucky. Its goal is to enhance the state's economic engine by aiding companies in their endeavors to provide products and services to federal, state, and local governments. We offer resources through counseling and coaching to help businesses, particularly those facing socio-economic barriers, navigate the public marketplace.

We anticipate that we can assist WBC in one or more of the following ways:

- Identification and referral of qualified businesses.
- Assisting with readiness for government contracting and subcontracting.
- Supporting events such as small business certifications and industry days to provide small businesses with access to resources.
- Offering training on best practices to small businesses.

We look forward to collaborating with the Women's Business Center of Kentucky to employ sustainable best practices for supporting disadvantaged businesses in Lexington and beyond.

Sincerely,

Nancy Brown  
Executive Director  
The Kentucky APEX Accelerator

To whom it may concern,

As an entrepreneur, an advocate, and community development service provider, it is my pleasure to provide support for the addition of a business coach to support WBC activities in Lexington and across the Commonwealth. After assisting with and experiencing a WBC Expo in London this year, it is clear to me that this is a vital support service to our communities.

At the London event, which featured popular WBC sessions like a Strong Women, Strong Coffee hour and an Empowering Excellent Panel, women from across the region gathered to share, encourage, and provide wise counsel to other women in business. Some traveled more than an hour to attend! We received amazing feedback, including gratitude for a place to feel heard, to meet other women with similar goals and challenges, and connect to previously unknown financial and developmental resources. It would be our pleasure to host another session as soon as possible! Partnering with the WBC to provide this Expo made possible what we may lack in infrastructure and resources to provide regionally.

Without events like these (which require extensive coordination and time), these women fall prey to a common limiting belief – that entrepreneurship **must** be solo-preneurship. Business ventures that operate in a silo often fail because they do not receive the support they need. This proposal to add a business coach to support these initiatives is an exciting (and necessary) next step to expand capacity of the WBC to better meet these needs. Thank you for considering this opportunity and investment.



*Jordyne Carmack, PhD*

Executive Director, **Leadership Tri-County**

Co-Chair, **Women in Business Initiative – London-Laurel County Chamber of Commerce**

Owner, **AuthentiLead**



Ziva Voices

Dr. Kinga Mnich  
Founder & Director  
Ziva Voices - HerStory in the Making  
hello@zivavoices  
05/30/2024

Lexington-Fayette Urban County Government

To whom it may concern,

I am writing on behalf of Ziva Voices to express our enthusiastic support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington. The WBC's initiatives are vital for nurturing a diverse and dynamic business community in our region, and we believe that their efforts will significantly benefit women and minority-owned businesses in Lexington.

Through this funding, the WBC aims to provide a business coach to support local entrepreneurs via various programs such as Strong Women Strong Coffee, the Women in Business Expo, the Empowering Excellence Panel, and 1:1 coaching. These initiatives are designed to empower business owners, foster networking opportunities, and provide essential resources for growth and development.

Our collaboration with the WBC of Kentucky has demonstrated their commitment to these goals:

**Empowering Excellence Panel:**

In March 2024, in honor of Women's History Month and International Women's Day, Ziva Voices partnered with the WBC to implement an immigrant-owned and women-owned business panel at the Lexington Public Library, East Branch. This event featured welcoming remarks by Councilmember Jennifer Reynold and Isabel Taylor with Global Lex. The panel provided a valuable platform for entrepreneurs to connect with local business resource providers, fostering a supportive and collaborative community.

**Women in Business Expo:**

In November 2023, we attended the Women in Business Expo in Louisville, organized by the WBC. The event featured 12 local, state, and federal business resource providers in the exhibit hall, offering business owners access to crucial support and information. Additionally, the WBC hosted a pitch competition, which resulted in \$7,500 in sponsorship funds for three women-owned businesses. This initiative not only provided financial support but also recognition and encouragement for these entrepreneurs.

We look forward to continuing our collaboration with the Women's Business Center of Kentucky to further support and empower women and minority-owned businesses in Lexington. Their work is instrumental in creating a thriving, inclusive business environment that benefits our entire community.



Ziva Voices

Thank you for considering their application for funding. We are confident that with your support, the WBC will continue to significantly impact the Lexington business community.

Sincerely,

Dr. Kinga Mnich  
Founder & Director  
Ziva Voices - HerStory in the Making



**ANNUAL REPORT**

**20**

**A YEAR OF  
GROWTH & PROSPERITY**

**23**



**Women's Business Center**  
OF KENTUCKY



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# Building a Legacy, Embracing the Future

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Welcome to our Annual Report, a showcase of our achievements, progress, and commitment to excellence throughout the year.

# Leading with Vision, Inspiring Success

*Dear Valued Partners and Stakeholders,*

I am delighted to present the Annual Report for the Women's Business Center of Kentucky for the year 2023. This report encapsulates the remarkable journey and achievements of our center as we continue to empower and uplift women entrepreneurs throughout the Commonwealth. None of this would be possible without the steadfast support of our community, sponsors, and dedicated team.

It has been a year of celebrating the legacy of Phyllis Alcorn who retired in March after 6 years spent as the Director of the WBC of Kentucky. In her retirement announcement, Phyllis shared, "the most important thing is the client. Our goal is to make sure that the client is equipped with all the tools, knowledge and information that they need to succeed in business."

I had the opportunity to become the Director in April of this past year. As the Director of the WBC of Kentucky, I extend my heartfelt gratitude to each of you for your unwavering support throughout our time of transitions in 2023. Your commitment to our mission has been the driving force behind our success, and we are immensely grateful for your contributions as champions for the WBC of Kentucky.

As we reflect on the accomplishments of the Women's Business Center of Kentucky throughout 2023, it brings me immense pride to share our journey of empowerment, growth, and community impact. Together, we are fostering a dynamic ecosystem that celebrates and supports women-owned businesses.

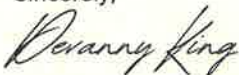
Our programs, from personalized 1:1 advising to educational training sessions and impactful events, have continued to be catalysts for success. The stories of triumph and perseverance we've witnessed this year are a testament to the strength and determination of the women entrepreneurs we serve.

The partnerships we've cultivated have played a pivotal role in our success. I want to express my sincere appreciation to every sponsor, collaborator, and supporter who has played a crucial role in furthering our mission. Your belief in our vision has propelled us forward, allowing us to make a meaningful difference in the lives of women business owners and their local economies.

In the coming year, we aspire to build on this momentum. Our commitment to fostering growth, providing strategic guidance, and creating opportunities for connection remains steadfast. We look forward to expanding our impact, reaching new milestones, and continuing to be a beacon of support for women entrepreneurs in Kentucky.

As we turn the page to 2024, I invite you to join us in this exciting chapter of growth and empowerment. Together, we will continue to shape a future where women entrepreneurs thrive and lead.

Sincerely,



**Devanny King** Executive Director





# Celebrating Breakthroughs, Inspiring Progress

↑ **330**

Unique Clients Served

↑ **64%**

Above goal of 220

↑ **54**

Business starts

↑ **54%**

Above goal of 35

↑ **52**

Entrepreneurs accessing  
capital

↑ **108%**

Above goal of 25

↑ **12**

Strong Women  
Strong Coffee  
events

↑ **3**

Women In  
Business Expos

**4.97** ★

Event Rating  
Women in Business Expo  
*Average out of 5 stars*



# Celebrating Breakthroughs, Inspiring Progress

## *Key Achievements*

The actions that influenced the results for each measured category were our consistent efforts in providing virtual services, both 1:1 counseling and our business builder workshop. Unique outreach strategies in various regions of Kentucky also led to increased WBC services rendered. For the first time since the Pandemic, we resumed our in-person 4th Friday coffee roundtable meeting in Louisville – the first since March 2020. We averaged around 15 entrepreneurs at each event.

In addition, we hosted Women's expos in cities that had never historically been an event location. These expos were purposely held in Western Kentucky (Bowling Green and Owensboro) along with established community partners to expand our brand awareness as a trusted technical service provider.

We decided to bring back the WBC Expo to Louisville and adapt to regional needs that included a women-only pitch competition with a total of \$7,500 in cash prizes, an exhibit hall with local resource providers, empowering excellence panel, and an evening event to offset childcare limitations that were formally in place for events taking place during the day.

New this year was our participation in a Galentine's Day event in Louisville, where the WBC was a sponsor. The focus of this event was women business owners selling women related items and goods to women. Woman Owned Wallet was the host. We spoke at a young women's leadership conference, offering tools and advice for starting and growing a business.

The WBC partnered with Truist Bank to host Women's expos in Bowling Green and Owensboro assisting over 60 women in Western Kentucky. To assist women business owners impacted by the natural disasters that hit our state, we made ourselves available and offered our services to aid those affected, including in-person events in Fulton and Mayfield, Kentucky.

WBC Director, Devanny King was the featured keynote speaker for the Small Business Awards that had taken place in Ashland, KY sharing with the Northeast region of the state the services and programs that the WBC offers. She was also the featured keynote speaker for the Campbellsville's Women in Business Luncheon.





# Uniting Talents, Fueling Innovation





# Uniting Talents, Fueling Innovation

## *Partnerships + Collaboration*

WBC of Kentucky continued healthy partnerships with SBA, Community Ventures, SCORE, SBDC, Veterans Business Outreach, PNC Bank and Export Assistance Centers to market its resources.

Additionally, we've created strategic alliances and partnership opportunities with professional networks such as the Mountain Association (Appalachia), Women Leading Kentucky, Woman Owned Wallet, Network of Entrepreneurial Women (NEW), NAWBO, KY APEX Accelerator, Ohio WBC, KY Cabinet for Innovation and Entrepreneurship, Tri-State Minority Business Supplier Council, WBCORV, Louisville Metro Government, Kentucky DEC, Lexington/Fayette Urban County Government, Truist Bank, Louisville Public Library, and others.

These organizations continue to market the WBC by providing clients with information about our resources and making referrals.





# Uniting Talents, Fueling Innovation

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## *Community Outreach*

### ***Women In Business Expo***

The WBC of Kentucky orchestrated a dynamic event in Bowling Green on June 21st, featuring workshops on starting a business, social media marketing, and small business finance for 30 attendees. Sponsored by Truist, First Bank, South Central Bank, and CREATE WKU Innovation Campus, the event showcased vendors representing woman-owned, minority-owned, and family-owned businesses. The excitement carried on into the next day in Owensboro for another Women in Business Expo, where 30 attendees engaged in enriching workshops sponsored by Truist Bank, The Party Space Place, and South Central Bank, with vendors highlighting diverse businesses.

A pivotal event in Louisville on November 9, 2023, drew 80 attendees, featuring a panel of prominent women-owned and minority-owned businesses, an exhibit hall with 14+ local resource providers, and the excitement of awarding \$7,500 to the top three pitch finalists. Sponsored by Truist Bank, KY Cabinet of Economic Development, Erigo Inc., SCORE, Ten20 Brewery, and W.O.W Factor Collective, the event showcased vendors and solidified meaningful partnerships, particularly with Community Ventures.

### ***Empowering Excellence Panel***

We created an event to feature a distinguished panel of trailblazing women entrepreneurs who share their journeys, challenges, and triumphs in the business world. Attendees gain valuable insights into building and sustaining successful enterprises, navigating industry landscapes, and championing equitable entrepreneurship. We launched in Georgetown followed by Louisville with the intention to host this series across Kentucky in years to come.

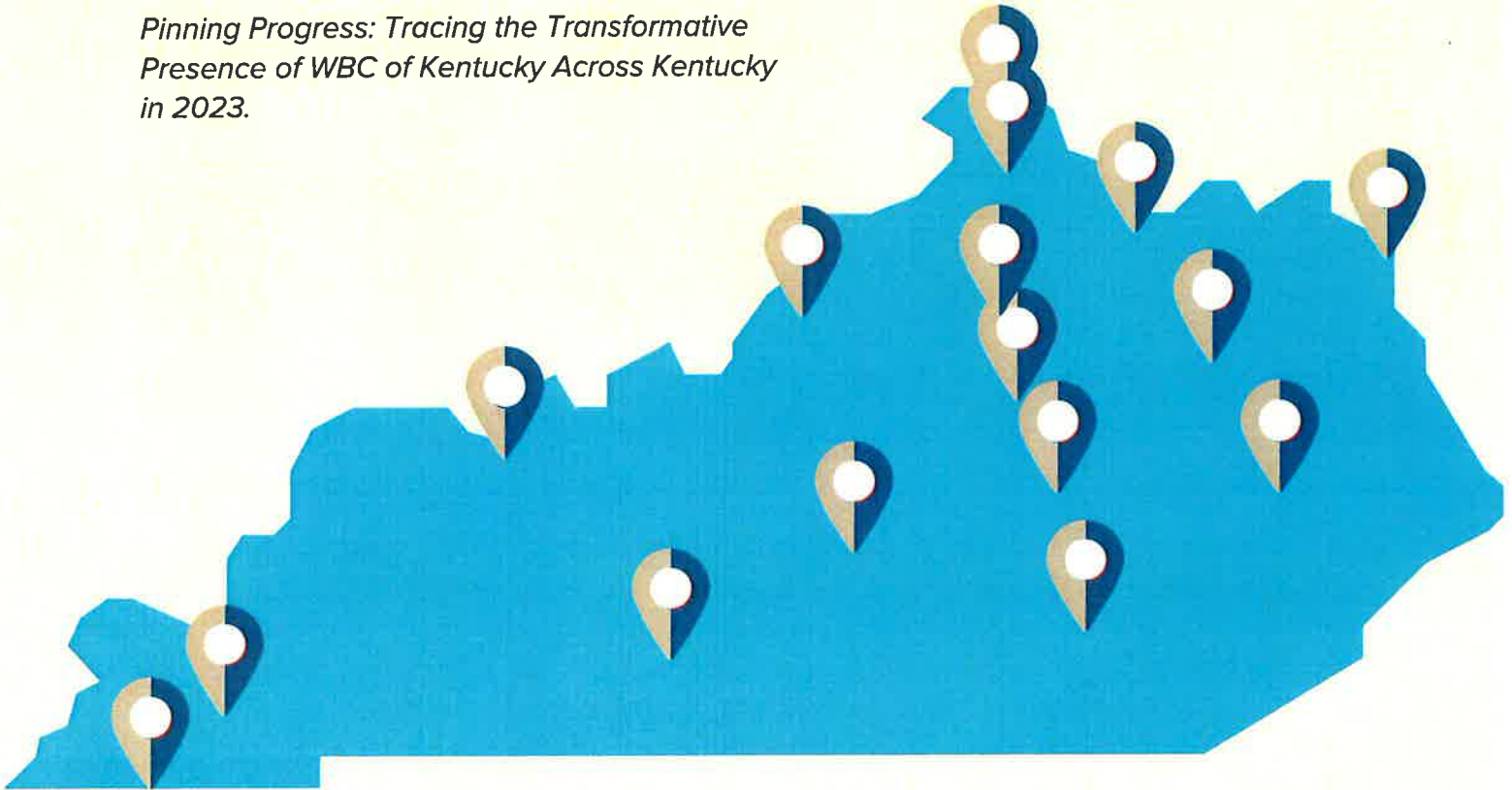
### ***Strong Women Strong Coffee***

The WBC of Kentucky reinstated our Strong Women Strong Coffee signature event in Louisville after being on pause since March of 2020. This event is designed to bring together local businesses in across Kentucky, fostering a strong and supportive community. Featured topics included: becoming a certified WBE/MBE in Louisville, website branding, ways to finance your start-up, break-even analysis, SEO/Google My business training, strategic networking, professional branding, and many more.



# Uniting Talents, Fueling Innovation

*Pinning Progress: Tracing the Transformative Presence of WBC of Kentucky Across Kentucky in 2023.*







# Solid Growth, Sustainable Prosperity



# Solid Growth, Sustainable Prosperity

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## *Operational Improvements*

### **GrowthWheel**

The WBC of Kentucky effectively integrated GrowthWheel into our program, leveraging its versatile framework to provide women entrepreneurs with a comprehensive and customized approach to business development. By utilizing GrowthWheel's 100+ templates/frameworks, WBC of Kentucky empowers entrepreneurs to navigate strategic decisions, set actionable goals, and achieve sustained growth in their businesses. The software also serves as our CRM platform and will release a new LMS in 2024 for online training.

### **New WBC of Kentucky Logo**

Our new logo was revealed at our Women in Business Expo event by Shirie Hawkins (President of Everything Equity at Community Ventures), Sharron Johnson (SBA, first WBC of Kentucky Director), and Corinne Goble (CEO of the Association of WBCs). The new logo embodies the essence of growth, elevation, resilience, and durability, symbolizing our commitment to nurturing businesses and fostering their enduring success.

### **Revamped Website**

In addition, the choice was made to revamp the WBC of Kentucky website, featuring seamless navigation and a wealth of valuable resources meticulously curated for a more enhanced experience of the WBC of Kentucky. The website should be live to start 2024.

### **WBC Center of Excellence Recognition**

We are honored to be recognized for graduating in the inaugural cohort with the National WBC of Excellence program offered by the Association of Women's Business Centers (AWBC) and sponsored by Dutch Bros. The primary objective of the National Women's Business Center of Excellence designation is to recognize organizations that demonstrate commitment and efficacy of the mission, vision, and values of their Women's Business Center thereby achieving the greatest outcomes for women-owned businesses.

### **Verizon Wireless Small Business Digital Ready**

In partnership with WBC of Kentucky, Verizon Wireless brings online curriculum across the Commonwealth. The Verizon Small Business Digital Ready online curriculum is designed to give small businesses the tools they need to thrive in today's digital economy, including access to personalized learning plans, coaching from experts and networking opportunities with diverse, industry-specific businesses as well as incentives for business expansion.



# Solid Growth, Sustainable Prosperity

## *Financial Overview*

First and foremost, we extend our deepest gratitude to our sponsors, donors, and grantors who have played a crucial role in sustaining and advancing our mission. The WBC is funded by part by a cooperative agreement with the U.S Small Business Administration and administered by Community Ventures. The financial support from all our stakeholders dramatically plays a critical role in our entrepreneurial economies across Kentucky.

For historical context, the WBC Program has not been re-authorized for over 20 years, since it was originally authorized in 1988; this provides financial challenges for most WBCs across the country as our budget constraints limit our abilities to excel in the modern economy. While modernization is needed and necessary, it is imperative that the WBC of Kentucky seeks current opportunities for financial support to meet the increasing demand of assisting aspiring female entrepreneurs and women-owned businesses.

As valued stewards of the WBC of Kentucky, we invite and encourage each of you to actively seek and champion financial opportunities that will contribute to the growth and sustainability of our vital organization. Your expertise, influence, and commitment are integral in securing the resources needed to empower women entrepreneurs, drive economic impact, and foster innovation in our community.

By actively engaging with potential donors, sponsors, and funding partners, you play a pivotal role in expanding our financial foundation, ensuring the continued success of the programs and initiatives that make a meaningful difference in the lives of women business owners. Your dedication to seeking and securing financial support will amplify our impact, enabling us to reach new heights of service and excellence.



# Empowering Clients, Driving Results







# Empowering Clients, Driving Results



“Working with the WBC of Kentucky has been an incredible experience. Having a coach in your corner to bounce ideas off of, provide you with resources and be a cheerleader for your brand is a game changer. My business would not be where it is today without the WBC. I encourage any woman, no matter the stage of her business, to engage with the WBC.”

**Julia Hayman**  
Banquet & Feast



“The Women’s Business Center of Kentucky is very resourceful and wants to give you information and they opened a lot of doors of opportunity for me.”

**Melanie Day**  
You’ve Got Curls & Hair Loss Center



Gain insights into our strategic direction, growth prospects, and upcoming initiatives as we look towards an exciting future.

# Envisioning Tomorrow, Embracing Opportunities



# Envisioning Tomorrow

## Embracing Opportunities

### *Looking Ahead*

As we reflect on 2023, we look forward with optimism and determination. Our commitment to fostering an inclusive and thriving ecosystem for women-owned businesses remains unwavering. In the coming year, we plan to expand our reach across regions of Kentucky, while maintaining our foundation in Lexington and Louisville.

We plan to train and advise at least of 250 unique clients (start-ups and established businesses); of those, at least 45 will start a new small business and at least 28 will obtain needed capital from public or private sources (including lines of credit, grants, loans, and/or fully amortizing debt).

The WBC of Kentucky is excited to partner again with Truist Bank and host 3 Women in Business Expos: London (March 2024), Morehead (October 2024), and Louisville (November 2024 for the 2nd annual pitch competition). Lexington as a possible 4th location, yet to be determined.

Our Strong Women Strong Coffee event will be hosted monthly in Lexington, Louisville, Owensboro and quarterly in Morehead with planning in the works for similar events in Campbellsville, Bowling Green, and Paducah. With this staple event, we are seeking sponsorship opportunities to strengthen and grow this developmental series.





# Gratitude, Collaboration, and Continued Success



# Gratitude, Collaboration, & Continued Success

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## *Thank You*

To our advisory board, sponsors, partners, team members, and the entire community, thank you for your unwavering support.

Together, we are building a future where women entrepreneurs in Kentucky can flourish and achieve their dreams.

We appreciate your ongoing commitment to the Women's Business Center of Kentucky and look forward to collectively advancing our mission across the Commonwealth.

Sincerely,



Devanny King

Executive Director, Women's Business Center of Kentucky







# Women's Business Center OF KENTUCKY

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