

RFP-6-2023 Impressions Marketing and Events Supplier Response

Event Information

Number: RFP-6-2023

Title: Marketing, Communication and Project Management Services for

Lexington's Tree Canopy Ad Hoc Committee

Type: Request For Proposal

Issue Date: 1/18/2023

Deadline: 2/8/2023 02:00 PM (ET)

Notes: Please attach submittal in one pdf.

Contact Information

Contact: Sondra Stone

Address: Central Purchasing

Government Center Building

Room 338

200 East Main Street Lexington, KY 40507

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Email: sstone@lexingtonky.gov

Impressions Marketing and Events Information

Address: 601 West Short Street

Lexington, KY 40508

Phone: (859) 254-0803

Web Address: www.beveryimpressed.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Laura McDonald	laura@beveryimpressed.com
Signature	Email

Submitted at 2/8/2023 12:56:53 PM (ET)

Response Attachments

IME-RFP.6-2023-LFUCG-LexTreeCanopy-Final.pdf

Impressions Marketing and Events- RFP Response



RFP 6-2023 Marketing, Communication, and Project Management Services for Lexington's Tree Canopy Ad Hoc Committee



LEXINGTON











Certified Women Owned Business





www.lmpressionsMarketingandEvents.com

Firm Submitting Pro	posal: <u>Impressio</u>	<u>ns Marketing and Eve</u>	<u>nts</u>
Complete Address:	109 Loo Drivo	Coorgotown KV	40224
Complete Address:		Georgetown, KY	40324
	Street	City	Zip
Contact Name: <u>Lau</u>	<u>ıra McDonald</u> T	itle: <u>President</u>	
Telephone Number:	: 502-316-0347 F	ax Number:	
·			
Email address: laur	awbeveryimpres	sea.com	

LETTER OF INTEREST

February 8, 2023

LFUCG Division of Environmental Services and the Tree Canopy Ad Hoc Committee-

For over 10 years, the Impressions Marketing and Events team has had the opportunity to work alongside organizations across the Bluegrass and beyond to make a difference in the lives of others. From work with local organizations like Fayette County Public Schools and United Way of the Bluegrass, to state-wide campaigns with Kentucky 211 and Kentucky's HANDS, our work has a common theme of using communication and marketing efforts to enact change for positive outcomes.

While the technical aspects of planning, writing, graphic design and other production efforts are clearly the base needs for this proposal, it is the passion for the work of the Division of Environmental Services and the Tree Canopy Ad Hoc Committee that sets the Impressions team apart from other applicants. Specifically, Lauren Gawthrop, Impressions' Marketing and Communications Director and the person who would serve as project manager if our team is selected for this work, has been consistently engaged in environmental sustainability efforts. In 2020, Lauren graduated from the Lexington Citizens' Environmental Academy, where she conceptualized and directed a tv-ready public service announcement, produced in partnership with LEX18. Additionally, she co-founded The Lexington Huddle, a local community organization focused on environmental sustainability.

We take great pride in the work we do and the organizations we are able to support. In the following pages, you will find a proposal to support the work needed to brand and educate residents in Lexington-Fayette County about the City's investment in its tree canopy and to assist the division with management and implementation of projects arising from this investment. It is our hope that our work quality and passion for positive change are evident. If you have questions or need additional information, please don't hesitate to let us know.

Zam McDrild Laura McDonald

President



SCOPE OF WORK

Per the scope of work requested in the RFP, Impressions Marketing and Events will:

- Develop a marketing and communications plan to support the Ad Hoc Committee's vision for tree canopy messaging;
- Develop collateral to support marketing and communications plans including, but not limited to:
 - Social media content such as customized graphics and captions;
 - Website content such as customized graphics and written content;
 - Digital advertising content
 - Fliers, posters, rack cards and other print materials;
 - Video content such as PSAs, videos for social media and other forms;
 - Postcards and mailings;
 - Other materials identified during the marketing and communications planning process;
- Production of multilingual work, as needed;
- Define measurable goals and metrics in conjunction with the Ad Hoc Committee;
- Report collected data to the Ad Hoc Committee at identified intervals;
- Planning and/or participation in events for community engagement purposes (proposed scope inclusion);
- Management of projects such as tree planting, inventory and assessment, as identified in conjunction with the Ad Hoc Committee;
- Other marketing and communications support as identified within the plans.

MARKETING AND COMMUNICATIONS SUPPORT PRICING

Impressions Marketing and Events can provide priority service to support the marketing, communication and project management service needs for the Lexington Tree Canopy Ad Hoc Committee for a monthly retainer rate of \$6,000. Printing and ad placement costs will be determined separately with the Tree Canopy Ad Hoc Committee based on the available budget.

Hourly rates for project management services, to be determined by the committee, are as follows:

TASK	HOURLY RATE
Project Management	\$150
Project Support (Administrative)	\$35
Graphic Design	\$75

Additional hourly rates can be determined based on project need.



PROJECT TIMELINE

Utilizing the two-year intended contract timeframe, the following flexible timeline is proposed. Please note that this timeline would be further detailed during phase one to ensure impact is maximized.

TIMEFRAME

ACTIONS AND DELIVERABLES

MONTHS 1-6

- Meet with DES and Tree Canopy Ad Hoc Committee to further explore desired project goals and timeline expectations
- Define measurable goals and metrics, and create a baseline report for tracking growth
- Conduct research to support branding, marketing and communications planning
- · Provide draft branding materials, to be approved by end of this phase
- Provide draft marketing and communications plans for review (to be approved by beginning of next phase)
- Ongoing: management of supplemental projects as determined for DES and Tree Canopy Ad Hoc Committee

MONTHS 7-12

- Finalize marketing and communications plan
- Begin implementation of plan:
 - Provide drafts of print and web-based materials
 - Finalize print and web-based materials
 - Video production
- Ad placement begins, as identified in marketing and communications plan
- Begin public relations efforts within the communications plan, including media interviews and written content placement

MONTHS 13-18

- Provide a one-year report to update on progress toward goals (month 13)
- Update marketing and communications plan and timeline based on progress
- Ongoing implementation of plan
- Planning and/or participation in events for community engagement purposes (proposed scope inclusion)

MONTHS 19-24

- Provide a one-year report to update on progress toward goals (month 13)
- Update marketing and communications plan and timeline based on progress
- Ongoing implementation of plan
- Planning and/or participation in events for community engagement purposes (proposed scope inclusion)



THE IMPRESSIONS TEAM is composed of members who are not only experts in their field, but are also passionate about positively impacting the lives of others. In addition to the core team members presented below, Impressions partners with other professionals to support specific project needs.



»PROJECT SUPPORT

Laura McDonald President

Laura McDonald has over 16 years of experience as a marketing and event leader. After managing marketing, event and training efforts for an international company for eight years, Laura began utilizing her skills to support both nonprofit and for-profit organizations as owner and operator of Impressions Marketing and Events. She has managed the planning and execution phases of over 130 events, and supported marketing efforts for more than 40 organizations.

At Impressions, Laura has led teams to success utilizing various marketing mediums, including digital outlets, print, television, billboard and radio. Her focus is on helping clients provide an integrated approach to their marketing efforts, ensuring a consistent message across mediums. She enjoys building relationships with her clients, providing reliable, responsive service. Laura is proud of the fact that Impressions is recognized as a certified Women Owned Business in the Commonwealth of Kentucky.

Laura's experience and educational background have led her to help train the next generation of marketers and event planners. She has taught event planning, advertising and public relations through Georgetown College, and helped West Virginia University design two online event planning courses through their Event Management minor.





»PROJECT LEAD

Lauren Gawthrop Director of Marketing & Communications

Lauren Gawthrop brings 16 years of combined communications, media and marketing experience to Impressions. With a desire to make a difference with her career, Lauren spent a decade in TV newsrooms, starting as a production assistant in Cincinnati and soon moving for on-air opportunities in Iowa, then North Dakota and finally back to her "home away from home" in Lexington where she spent five years anchoring the morning, midday and noon newscasts at ABC 36.

Looking for ways to get even more involved in the community and further her impact, Lauren took her talents to Good Foods Co-op to serve as their Marketing Manager, leading all communications, PR, promotions, events and outreach for over five years. She relished the opportunity to work with the local farmers and producers that supply the Co-op, as well as the Co-op's many nonprofit partners, and she brings that same concern for small businesses, community organizations and people to Impressions.

When she's not helping folks develop impactful messaging strategies, Lauren volunteers her time serving on the board of RADIOLEX, volunteering for environmental causes and growing the community-building organization she helped found, The Lexington Huddle.

In her professional and civic life, Lauren has cultivated significant experience that is specifically relevant to Lexington Tree Canopy's mission and vision.

In her role at Good Foods Co-op, Lauren:

- Helped coordinate a number of activities with Live Green Lexington, including multiple tree giveaways and recycling initiatives
- Created and executed the annual "Seeds & Sprouts Spring Festival" which involved organizing education and outreach opportunities, including free tree care workshops, with local nonprofits and partners
- Created and presented sustainability and zero waste workshops at community events and local schools
- Advocated for and built partnerships with local organizations such as Trees Lexington!, Kentucky Conservation Committee, Bluegrass Greensource, Live Green Lexington, GreenCheck Lexington, GleanKY, Seedleaf, Food Chain, Black Soil, The UK Arboretum and many more.

In her civic life, Lauren:

- Graduated from the Lexington Citizens' Environmental Academy in 2020, which included conceptualizing and directing a TV-ready public service announcement, produced in partnership with LEX18, around a zero waste/plastic reduction initiative she helped found called "Stitch It, Don't Pitch It"
- Co-founded a local community organization focused on social and environmental sustainability, The Lexington Huddle, through which she has supported local activism and volunteer efforts and led sustainability workshops
- · Is a member of the local Sunrise Movement hub
- · Serves on the RADIOLEX Board





Jessica Pace Graphic Designer

Jessica Pace has five years of design and illustration experience, including award-winning journalism design and editorial illustration work for student-run newspaper *The Washtenaw Voice*, time volunteering as a publication designer and community collaborator for children's literacy non-profit 826michigan, as well as branding, web, and social media design for several small businesses and publications.

At Impressions, Jessica has designed and illustrated a wide range of projects and publications—from two-inch stickers to full-sized billboards and vehicle wraps. Careful application of art and design principles together with thoughtful consideration of the client's needs are hallmarks of her design philosophy, driven by a passion for building community and promoting equity through accessible design and universal literacy.



Raven Scott Graphic Designer

Raven Scott has seven years of experience doing graphic design work for several multibillion-dollar companies and nonprofits including but not limited to UPS, Invesco, Novelis, Georgia Pacific, Sykes, Hilton Garden Inn and Children's Healthcare of Atlanta.

Raven has utilized her passion for design in a broad spectrum of media such as illustration, print, social media, web design, motion graphics and infographics. She brings value to Impressions with her artistic ability and commitment to problem solving so our clients' projects can come to life.





Kathryn Dickens Social Media Manager

Kathryn Dickens brings a wide variety of professional experiences to Impressions. Most recently, she served as Owner Services and Outreach Coordinator at Good Foods Co-op, where she managed their Give Where You Live register round-up program and had the privilege of working closely with several non-profit community partners. At Good Foods, Kathryn also gained over two years of valuable social media marketing experience – honing her copywriting and content creation skills. Before that, she obtained bachelor's degrees in Dietetics from the University of Kentucky (BS, 2015) and Arts & Humanities with a minor in Marketing from Kentucky Christian University (BA, 2008).

One of Kathryn's proudest achievements was obtaining her registered dietitian nutritionist (RDN) credential in 2017. She used that expertise as the Store Dietitian at Good Foods. She is passionate about healthy food access and helping folks improve their relationships with food and their bodies. Whether nutrition or marketing, Kathryn wants to help her community prosper and is thrilled to work with a team that shares that goal.



Ellen SoileauMarketing Administrative Assistant

After a career in newspapers and in television, Ellen Soileau began her latest chapter as a communicator at Impressions in January. Her experience ranges across many platforms—as an award-winning newspaper journalist, as well as a television writer and associate producer, where her words brought life to documentaries, educational series, and public affairs and entertaining series such as Kentucky Life.

In marketing and public relations, she edited Kentucky Educational Television's monthly magazine, and wrote features about educators, funders, policymakers and others positively affected by KET. Both KET and PBS benefitted from her commitment to excellence both on the page and on the screen.

Whether as a community journalist or volunteer, Ellen has always focused on education and service. She served two terms as board member of the Kentucky Women Writers Conference, which was held in Lexington for more than 30 years, and as a literacy tutor and as a local neighborhood association board and school volunteer. Curious, enthusiastic and outgoing, Ellen's personality is a natural fit with Impressions' mission of dynamic and client-driven mission.



REFERENCES

Jenn Goble
Director, Marketing and Engagement
United Way of the Bluegrass
651 Perimeter Drive
Suite 510
Lexington, KY 40517
jenn.goble@uwbg.org | 502.269.0654

Impressions Marketing and Events serves as an extension of the United Way of the Bluegrass marketing team, supporting project planning, design, social media, public relations and other elements, as needed

Kelli Parmley
Outreach Services Manager
Lexington Public Library
140 E Main Street
Lexington, KY 40507
kparmley@lexpublib.org | 859.608.6328

Impressions Marketing and Events has supported several Lexington Public Library initiatives, including the inception of their Destination Kindergarten initiative and summer reading program efforts during COVID-19. Additionally, Laura and the Impressions team worked with Kelli as part of the FCPS initiative, First 5 Lex, as Kelli served on the community steering committee.

Alice Nelson

Retired: Fayette County Public Schools nelson.alicec@gmail.com | 859.312.3769

Impressions Marketing and Events worked with Alice and the initial community team to support the launch of First 5 Lex, as well as continued this work to support program marketing efforts after the launch.



WHAT OUR REFERENCES HAVE TO SAY

Jenn Goble Director, Marketing and Engagement United Way of the Bluegrass

"The Impressions Marketing & Events team has been a tremendous asset for United Way of the Bluegrass for the last 8 years. From managing our social media to designing all of our forward-facing materials, they are always willing to work with us to bring our vision to life. Their team is creative, prompt, and a pleasure to work with and we regularly receive compliments on the pieces they create for us.

"They show a true passion for their work, but for the work we do as well. As a sponsor of our Sweet Dreams Project, they have funded Sweet Dreams bags for over 500 students in our region and have volunteered to pack bags every year. We consider ourselves fortunate to have the opportunity to work with Laura and her team."

Kelli Parmley Outreach Services Manager Lexington Public Library

"I first met Laura McDonald through our mutual involvement in the FCPS First 5 Lex group. Laura was hired by the group for her graphic design and marketing knowledge. She was first tasked with designing a logo for the initiative and shortly thereafter a website and a mobile application.

"I vividly remember the meeting where we all got to look at the first drafts of Laura's work. Each sample was better than the previous one. Personally, I was completely blown away by her talent. She was able to perfectly and simply capture the concepts we wanted to bring awareness to, and did so in a way that was attractive, tasteful and fun for families. The elements that she showed us were all very versatile and were exactly what we wanted. The hardest part was narrowing down all of the options to just one.

"Laura is truly the reason that the First 5 Lex program has continued to flourish, because of her beautiful design work, and her forward-thinking vision for multiple marketing projects, such as "Book Madness" which pits local celebrities head to head with their favorite children's books in a bracket-style tournament that is modeled after the basketball March Madness that so many Kentuckians love so much each spring.

"I was glad to hear that Fayette County Public Schools at large also recognized Laura's talent and retained her to produce numerous large scale campaigns and programs for them, from Covid-style graduation send offs to State of the Schools addresses and everything in between. Laura takes her work seriously, is organized, efficient, and in my experience, always gets it right on the first try. FCPS is fortunate to have her and her Impressions Marketing team as a resource."

MARKETING & EVENTS

WHAT OUR REFERENCES HAVE TO SAY

Alice Nelson Retired Fayette County Public Schools

"As the former FCPS Early Childhood Family/Community Coordinator, I began working with Laura McDonald in 2016. She and her Impressions marketing team developed a branding and communication plan for a new Early Childhood initiative working with FCPS and a group of community partners including; the University of Kentucky College of Education and the UK Health Care Program (Pediatrics) LFUCG Social Services, PNC Bank, Lexington Public Library, Urban League, United Way, Community Action Council, KET and the Child Care Council. I mention these partners, because Ms. McDonald not only had to present a plan that met the requests of myself and my Director (Dr. Whitney Stevenson), but also those of our partner board. She managed this with grace and the skills of a seasoned facilitator.

"The quality and depth of Ms. McDonald's work is exceptional. She works personally with her clients listening and researching to ensure that she completely understands the mission of your work and your needs. Her work ethic, professionalism and always positive attitude make her wonderful to work with. I always felt like our work was a priority for her and her company. Under her leadership, Impressions Marketing and Events is a company that combines technical expertise with a highly creative approach to messaging, graphic design, and the use of social media. She has built a business that can meet and exceed the needs of her clients. Her capacity to handle a heavy and varied workload, to change course mid-stream if needed, and always produce a beautiful product which brings your mission to life is outstanding! Laura McDonald truly loves to work and it shows in everything she does."



ABOUT IMPRESSIONS MARKETING & EVENTS

When your plate is too full or you don't have the internal skill sets you need for a marketing or event project, our team helps fill in the gaps to ensure your vision is achieved.



MARKETING

- Marketing Strategy
- Project Management
- Digital Media
- Social Media
- Graphic Design
- Web Design
- Public Relations
- Video Production
- Photography
- Content Writing



EVENTS

- Full Service Planning and Execution
- Onsite Management
- Event Marketing
- Virtual Event Management



TRAINING & CONSULTING

- Marketing Strategy Consultation
- Marketing Audits
- In-Person Marketing and Events Training for Individuals or Organizations
- Online Marketing and Events Training Programs

Over 10 years supporting community-minded organizations!





















OUR WORK

In over 10 years of business, Impressions Marketing and Events has produced work ranging from booklets and brochures to videos and events to support the needs of nonprofits, education-based organizations and others across the Bluegrass.







Southland Street Fair

FCPS Student Art Show

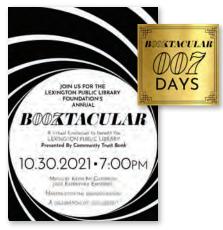
Edgewater Recovery Center Tri-fold Brochure



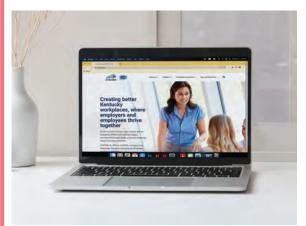
Kentucky 211 Marketing



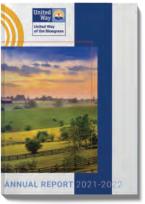
Early Childhood Literacy Event at the Explorium of Lexington



Lexington Public Library Booktacular Halloween Fundraiser



KYSHRM Website Design





Annual Report for United Way of the Bluegrass



WHY IMPRESSIONS?

At Impressions Marketing and Events, we are proud of the work we do for our clients.

THE IMPRESSIONS DIFFERENCE

	We	love	working	to	help	organizations	achieve	their	goals!
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- Collaboration is our middle name! We love working with clients to create a strategy and execute a marketing direction with which everyone can be proud.
- No cookie-cutter solutions here! We work to create custom ideas to meet the needs of your organization, target audience and desired goals.
- We are efficient with your time and resources. We know you're busy, so we won't waste your time. We also know you have a mission to accomplish, and every dollar counts.
- Most importantly, we're part of your team. We don't just support brands, we build relationships.

For additional questions or references, please feel free to contact us:





THE IMPRESSIONS DIFFERENCE

HOW WILL THE IMPRESSIONS TEAM MEET YOUR NEEDS?



TIME FLEXIBILITY

Our team is nimble, meaning we are able to begin new projects and change direction easily.



· · · TEAM FLEXIBILITY

Our team members provide a wide range of expertise in marketing, public relations, graphic design and social media. Additionally, we have a wide network of others to support client needs if the workload or focus necessitates it.



TEAM INTEGRATION

Our team doesn't sit back and wait for needs to arise. Instead we integrate with your committee in order to anticipate upcoming needs, making plans for the campaign to ensure we are proactive in our work.



A CAN-DO ATTITUDE

Our team approaches all projects with a positive attitude, knowing we will do whatever we can to help bring new ideas and projects to life. It is this intangible hallmark of working with the Impressions team that sets us apart from others in our space.



WOMEN OWNED BUSINESS STATEMENT -



Impressions Marketing and Events is a Certified Women Owned Business through the Commonwealth of Kentucky. As such, our participation in projects to support LFUCG projects helps work toward MWVBE goals.



LAURA MCDONALD

502.316.0347 • Laura@beveryimpressed.com

Marketing professional, creative and strategic thinker and lifelong learner in the marketing, events and communications industries. Ability to handle multifaceted projects across layers of leadership with success. Accomplished team manager, proven self-starter and entrepreneurial leader.



BUSINESS EXPERIENCE —

President

Impressions Marketing and Events

January 2010 - Present

- Manage event and marketing campaign projects for clients from research and creation of objectives, to execution and evaluation.
- Successfully managed brand creation for projects such as Fayette County Public Schools' First 5 Lex initiative and LFUCG's Lex End Homeless Fund, as well as re-brand projects such as Kentucky's HANDS.
- Manage multiple team members and subcontractors to achieve project objectives, including graphic designers, production crews, printers and technology teams.
- Manage brands through consistent communication and storytelling techniques across multiple mediums.
- Earned Women Owned Business Certification and was awarded the Young Entrepreneur of the Year award from Commerce Lexington (2017)

Director of Marketing & Training

Fortune Marketing

May 2006 - January 2013

- Managed the creation of a training program for 100,000 active US Sales Representatives and approximately 10,000 active Canadian Sales Representatives, including online training, video training and in-person trainings.
- Marketed, planned and executed corporate events in both the US and Canada, helping to grow attendance for the main yearly event by 200% in a four year time period.
- Managed budget for annual corporate convention, totaling approximately \$500,000 each year for seven years.
- Managed approximately 50 event staff supporting registration, vendor booths and other essential event areas.
- Cultivated and maintained relationships with brand representatives for multiple vendors, including Dish Network.
- Trained and managed 12 trainers who conducted live trainings.
- Worked with team to define marketing strategy and then to execute it using public relations, advertising, online marketing, social media and other print material.
- Decreased material costs on best selling product, saving company an estimated \$450,000 annually.
- Researched contractual agreements with vendors, saving \$100,000 in a single month through findings.



ACADEMIC EXPERIENCE —

Adjunct Professor of Communication

Georgetown College

Spring 2012 – Present

• Courses: Event Coordination, Public Relations, Advertising

Distance Learning Course Writer & Instructor

West Virginia University

Fall 2014 – Spring 2016

Wrote content for event planning and event execution courses in the new minor for School of Journalism.

Professional Development Instructor (IMC)

West Virginia University

Fall 2013

• Wrote content for and taught event marketing professional development course through graduate program.



EDUCATION —

Master of Science, Integrated Marketing Communications

West Virginia University, West Virginia

 Related Coursework: Marketing Research and Analysis, Brand Management, Creative Strategy and Execution, Public Relations, Audience Insights and additional communication related courses

Bachelor of Arts, Communication & Media Studies

Georgetown College, Kentucky; Graduated Summa Cum Laude; Minor: Political Science



PROFESSIONAL SKILLS

Marketing
Press releases and media relations
PR and crisis communications
Email design and optimization
Social media management
Copywriting and editing
Graphic design
Photography and videography
Web content development
Project management
Layout design
Talent coaching and development
SEO and Google Analytics

PERSONAL SKILLS

Efficiency obsessed
Inspired to create connection
Reliable and professional
Strong communicator
Performs well under deadline
Collaborative leader
Fast learner
Solutions focused
Exceptional attention to detail
Sustainability- and civic-minded

CONTACT

P: (513) 478-6064 E: laurengawthrop@gmail.com linkedin.com/in/laurengawthrop

REFERENCES

KAT LUCHTEFELD, Former manager P: (859) 489-7568 E: kluchtefeld@yahoo.com

PAIGE FULLER, Former team member P: (859) 539-0149 E: plfuller4690@gmail.com

DOUG HIGH, Former coworker P: (859) 433-9015 E: dhighmedia@gmail.com

LAUREN GAWTHROP

COMMUNICATIONS, MEDIA & MARKETING MANAGER

ABOUT

I am an experienced, effective communicator and multimedia professional with a passion for the environment, looking for opportunities to apply my unique talents to effect positive, meaningful change.

WORK EXPERIENCE

DIRECTOR OF MARKETING & COMMUNICATIONS | Impressions Marketing | June 2022 - Present

- Identify areas of marketing focus and opportunities for nonprofit, education sector, small business and other clients, including suggestions and assistance with execution and planning
- Developed and implemented a media training course
- Match organizations with key media contacts to secure earned media attention and maximize positive exposure among targeted audiences
- Oversee and develop branding consistency and overall design and communications excellence for all clients through print, digital, photo, video and audio assets
- Ensure impeccable client and community relationships, while reporting, tracking, and delivering measurable results

MARKETING MANAGER (EXECUTIVE LEVEL) | Good Foods Co-op | Oct 2016 - June 2022

- Produced workflows to help track and maximize sales impacts of marketing efforts while continuing to increase membership at record rates
- Worked closely with other members of the senior leadership and Board to guide daily operations and strategic goals
- Oversaw all communications within the store and managed store's reputation throughout the community, including all advertising and online assets
- Created streamlined sales and promotions planning to grow sales and cut expenses
- Established weekly email campaigns, promotional planning calendar, dietitian services, bi-annual print and digital newsletter, weekly class offerings, weekly blog content, social media calendar, weekly sampling events, multiple large in-store events, online ordering, annual marketing plan, and numerous cost-saving measures
- Crucial in implementation of e-commerce website, loyalty program, and customer experience survey

MORNING AND MIDDAY NEWS ANCHOR | WTVQ-TV (ABC 36) | Dec 2011 - Oct 2016

- Co-Anchored and produced four hours of live news per day, including mid-morning magazine show that was added after proven success in other time slots
- Introduced systems to organize scheduling and production of guest segments and established trusted relationships with local organizations and businesses
- Employed social media to engage viewers, gaining more than 6,000 followers

PREVIOUS POSITIONS

- WDAY-TV (ABC) | July 2010 June 2011 | Morning Anchor/Producer/Reporter
- KCAU-TV (ABC) | March 2008 June 2010 | Weekend Anchor/Reporter
- WLWT-TV (NBC) | Jan 2007 March 2008 | Production Assistant, Web Reporter

EDUCATION

BACHELOR OF ARTS IN JOURNALISM, MINORS IN LINGUISTICS AND MUSIC 2001 - 2005 | Graduated Summa Cum Laude with Honors from the Honors Program

COMMUNITY INVOLVEMENT & AWARDS

- American Cancer Society Volunteer of the Year, Kentucky, 2013
- Emmy Nomination Ohio Valley Chapter, Health Series, 2016
- Southland Association board member and Street Fair committee, 2016-2022
- Lexington Citizens Environmental Academy graduate, 2020
- $\bullet\,$ Lexington Huddle co-founder and board member, 2021-present
- Sunrise Movement Lexington hub member, 2021-present
- RADIOLEX board member, Secretary, and finance committee, 2022-present

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") <u>may</u> 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 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.

Lam McDuld	02/06/2023	
Signature	Date	

AFFIDAVIT

Comes the Affiant, Laura McDonald	, and after being first duly
sworn, states under penalty of perjury as follows:	
1. His/her name is <u>Laura McDonald</u> submitting the proposal or is the of Impressions Marketing and Events	and he/she is the individual authorized representative, the entity submitting
the proposal (hereinafter referred to as "Proposer").	
2. Proposer will pay all taxes and fees, which are owed to the Government at the time the proposal is submitted, prior to award c"current" status in regard to those taxes and fees during the life of the content of	of the contract and will maintain a
 Proposer will obtain a Lexington-Fayette Urban County Governm prior to award of the contract. 	ent business license, if applicable,
4. Proposer has authorized the Division of Central Purchasing information with the Division of Revenue and to disclose to the Urbar fees are delinquent or that a business license has not been obtained	n County Council that taxes and/or
5. Proposer has not knowingly violated any provision of the Commonwealth of Kentucky within the past five (5) years and the a will not violate any provision of the campaign finance laws of the Co	ward of a contract to the Proposer
Proposer has not knowingly violated any provision of Chapter 25Lexington-Fayette Urban County Government Code of Ordinances,	

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.

Lan would	
STATE OF Kentucky	
COUNTY OF Scott	
	d acknowledged before me on this the day
of <u>February</u> , 20 <u>33</u> My Commission expires: <u>March</u> 10, 2036	SALAR RENEE SALAR
NOTARY PUBLIC, STATE AT LARGE	PUBLIC COMM. KYNP-6637

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.

Zam-	- McDuld	Impressions Marketing and Events	
nature		Name of Business	

WORKFORCE ANALYSIS FORM

Name of Organization: Impressions Marketing and Events

Categories	Total	Wh (No Hispa oi Latir	ot anic		Hispanic or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	М	F	М	F	M	F	М	F	М	F	М	F	
Administrators			2															
Professionals			2				1											
Superintendents																		
Supervisors																		
Foremen																		
Technicians																		
Protective																		
Para-																		
Office/Clerical			1															
Skilled Craft																		
Service/Maintena		_																
Total:							_	_	_									

Prepared by: Laura McDonald, President Date: 02 / 06 / 2023

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #6-2023

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

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

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

Impressions Marketing and Events	Laura McDonald		
Company	Company Representative		
02/06/2023	President		
Date	Title		

Impressions Marketing and Events is a Certified Women Owned Business.



MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #6-2023

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
Impressions Marketing and Events	Laura McDonald
Address/Phone/Email 108 Lee Drive, Georgetown, KY 40324 502-316-0347 Laura@beveryimpressed.com	Bid Package / Bid Date 6-2023

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
108 Lee Drive, Georgetown, KY 40324	Laura McDonald	502-316-0347; Laura@beveryi mpressed.com					Female	

(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.

Impressions Marketing and Events	Laura McDonald		
Company	Company Representative		
02/06/2023	President		
Date	Title		



LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 6-2023

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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 MWBDE 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

Date		Title			
Company 02/06/2023		Company Representative President			
	Marketing and Events	Laura McDonald			
	of the contract and/or be subject to ap	accurate. Any misrepresentations may result oplicable Federal and State laws concerning			
	<u>NOTE</u> : 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.				
		at the bidder submits which may show that the aith efforts to include MWDBE and Veteran			
	Made efforts to expand the sbusinesses beyond the usual geograp	earch for MWBE firms and Veteran-Owned shic boundaries.			
	Veteran-Owned businesses to obtain	ance to or refer interested MWDBE firms and the necessary equipment, supplies, materials, he work requirements of the bid proposal			
	unacceptable. The fact that the bidd contract work with its own forces rejecting a MWDBE and/or Vetera	reasons why the quotations were considered ler has the ability and/or desire to perform the will not be considered a sound reason for n-Owned business's quote. Nothing in this re the bidder to accept unreasonable quotes in n goals.			
	firms and Veteran-Owned businesse	quotations received from interested MWDBE es which were not used due to uncompetitive otable and/or copies of responses from firms omitting a bid.			
	businesses not rejecting them as ur	interested MWDBE firms and Veteran-Owned equalified without sound reasons based on a bilities. Any rejection should be so noted in an agreement could not be reached.			
		facilitate MWDBE and Veteran participation, votherwise perform these work items with its			

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.

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, safely 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.

Lam McDuld	02/06/2023	
Signature	Date	