

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 2nd day of July 2026 ("Execution Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO"), and **COMMERCE LEXINGTON INC.**, a Kentucky corporation, ("Organization") with offices located at 330 East Main Street, Lexington, Kentucky with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on July 1, 2026 ("Effective Date") and shall last for a period of twelve (12) months unless within that period this Agreement is terminated as provided for in Section 5 below.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as 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.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services"). 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.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Two Hundred Nine Thousand and Sixty-One Dollars and 41/100 Cents (\$209,061.41) ("Funds") for the performance of the Services. 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 2027 budget. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed account statement, and quarterly invoices, accompanied by data and paid receipts supporting the reimbursement request to the satisfaction of LFUCG. No quarterly payment shall exceed one-fourth (1/4th) 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 LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

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

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

d. Organization agrees that the Funds provided under this Agreement shall be used only for local economic development and workforce development efforts of the project in Fayette County and shall not be used, in whole or in part, for the Organization's regional economic development efforts. The parties understand that "local economic development" should be interpreted strictly to exclude economic development activities in, or for the benefit of, other counties. Organization shall keep the Funds in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraphs 9 and 14 of this Agreement.

e. Organization further agrees that the Funds provided under this Agreement shall not be used, in whole or in part, for Organization's public policy, lobbying, or government affairs efforts.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice in which case this Agreement shall terminate thirty (30) days from the date notice is given to Organization.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may terminate this Agreement by providing LFUCG with at least ninety (90) days advance written notice in which case this Agreement shall terminate ninety (90) days from the date notice is given to LFUCG.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

d. In the event of termination of this Agreement, Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

a. For the purposes of this Agreement, "Quarterly Progress 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).

b. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Saturday, October 10, 2026; Sunday, January 10, 2027; Saturday, April 10, 2027; and Saturday, July 10, 2027), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by paid receipts supporting the reimbursement request.

c. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Saturday, October 10, 2026; Sunday, January 10, 2027; Saturday, April 10, 2027; and Saturday, July 10, 2027), the Organization shall submit electronically 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.

d. No later than Monday, May 31, 2027, Organization shall provide a Year-End Report electronically to the CDO.

e. 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 the final quarterly invoice with supporting documentation.

f. By Wednesday, March 31, 2027 Organization shall provide an updated list of Lexington corporate/company contacts, including business name and the name of each business CEO/President, and the contact information of same for not less than the 30 largest employers in Lexington/Fayette County.

g. 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.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations and shall indemnify LFUCG, 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. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. 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. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional

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

b. The risk management provisions of RFP #35-2024, not inconsistent with Section 8(a) above, are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein. In addition, Organization shall provide LFUCG's Chief Development Officer with proof of coverage from the carrier within thirty (30) days of the Execution Date.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. LFUCG, 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 LFUCG.

11. CONTRACTUAL RELATIONSHIP ONLY. 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.

12. MEMBERSHIP. 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.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. 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 and (b) 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.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted 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 made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. 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.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Commerce Lexington Inc.
330 East Main Street
Lexington, Kentucky 40507
Att: Lynda Bebrowsky, Chief of Staff
(or as otherwise designated in writing by Organization)

For Government:

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

21. WAIVER. 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.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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, MAYOR

ATTEST:

Clerk of the Urban County Council

COMMERCE LEXINGTON INC.

BY: _____
NICK NICHOLSON, CHAIR

ATTEST:

WITNESS: _____

DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Inc.

SCOPE OF WORK – NEW BUSINESS DEVELOPMENT/JOB CREATION AND EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

Local Contribution:

Commerce Lexington (CLEX) 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 (Commerce Lexington response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation
 - Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
 - Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
 - 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:
 - Corporate decision makers and community/program liaisons.
 - Site selection consultants to build awareness of Lexington.
 - Local executives/management.
 - Specific program marketing tasks will include the following:
 - Marketing shall be under the brand of the Lexington Economic Partnership.
 - Develop an electronic marketing plan for recruitment outreach efforts.
 - Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.
 - Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
 - 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.
 - 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.

- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development Officer by May 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. Existing Business Retention and Expansion Program

- 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.
- 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.
- Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- Work with local businesses to maintain and improve their employment diversity.
- Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
 - 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.
 - 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.
 - 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.
 - Develop a business support network based on sector for businesses and employers within Lexington.
- 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.

- 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):
 - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
 - Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
 - Issues and perceived challenges related to company growth opportunities in Lexington.
 - Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
 - Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- 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.
- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development 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.

Exhibit "B"
Lexington-Fayette Urban County Government
Quarterly Questionnaire
Commerce Lexington Inc.

COMMERCE LEXINGTON 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

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest:

New Projects for Lexington during the Quarter

Project referral origination by type/entity:

Kentucky Cabinet for Economic Development – Number

Consultant – Number

Direct Commerce Lexington - Number

Other (Please List) - Number

Project referral sectors:

Ag Bio and Ag Tech - Number

Biopharma and Life Sciences – Number

Business Services and Financial Services – Number

Marketing & Design Services - Number

Medical Devices – Number

Trade Shows and Consultant Events:

Trade Shows attended during the quarter:

Direct Lexington (not including other communities) information request resulting from the trade shows:

Direct Lexington (not including other communities) Site Visits resulting from the trade shows:

Consultant visits during quarter on behalf of Lexington specifically (not including other communities):

Consultant visits one-on-one during quarter on behalf of Lexington specifically (not including other communities):

Multiple consultant meetings during quarter on behalf of Lexington specifically (not including other communities):
 Direct Lexington (not including other communities) information request resulting from the consultant visit:
 Direct Lexington (not including other communities) site visits resulting from the consultant visits:
 Lexington announced locations resulting from the consultant visits:

Locate in Lexington

Number of site visits to Locate in Lexington during the Quarter:

New Lexington Businesses Announced During the Quarter:

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>
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EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings in the quarter:

Total number:

Expressed opportunity for expansion:

Expressed interest in potential real estate need:

Expressed opportunity for expansion of workforce/employment:

Expressed possibility of new capital investment:

Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies:

Number of groups met with during the quarter:

How many companies were represented at the meetings during quarter:

How many non-Lexington companies, if any, were involved in meetings:

What sectors were the focus of support meetings during recent quarter:

Sector - Type

Sector - Type

Sector – Type

Existing business site visits to Lexington companies during the quarter:

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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Exhibit "C"
Lexington-Fayette Urban County Government
Annual Questionnaire
Commerce Lexington Inc.

COMMERCE LEXINGTON 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

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest (Period July 1, 2026 – June 30, 2027):

New Projects for Lexington

Project referral origination by type/entity:

Kentucky Cabinet for Economic Development – Number

Consultant – Number

Direct Commerce Lexington - Number

Other (Please List) - Number

Project referral sectors:

Ag Bio and Ag Tech - Number

Biopharma and Life Sciences – Number

Business Services and Financial Services – Number

Marketing & Design Services - Number

Medical Devices – Number

Trade Shows and Consultant Events (Period July 1, 2026 – June 30, 2027):

Trade Shows attended on behalf of Lexington specifically:

Direct Lexington (not including other communities) information request resulting from the trade shows:

Direct Lexington (not including other communities) site visits resulting from the trade shows:

Lexington announced locations resulting from the trade shows:

Consultant visits during year on behalf of Lexington specifically (Stated goal of 100-125 selection consultants annually):

Consultant visits one-on-one during the year on behalf of Lexington specifically (not including other communities):

Multiple consultant meetings during the year on behalf of Lexington specifically (not including other communities):

Direct Lexington (not including other communities) information request resulting from the consultant visit:

Direct Lexington (not including other communities) site visits resulting from the consultant visits:

Lexington announced locations resulting from the consultant visits:

Request for Proposal (RFP)/Request for Information (RFI) (July 1, 2026 – June 30, 2027)

Lexington specific (not including other communities) RFPs responded to:

Lexington specific (not including other communities) RFIs responded to:

Locate in Lexington

Number of site visits to Locate in Lexington (July 1, 2026 – June 30, 2027):

New Lexington Businesses Announced (July 1, 2026 – June 30, 2027):

Name of <u>Company</u>	Employment <u>Sector</u>	Number of <u>Employees</u>	Average <u>Wage</u>	Total <u>Payroll</u>	Company <u>Investment</u>
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Barriers identified regarding potential new businesses locating to Lexington (July 1, 2026 – June 30, 2027):

EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings (July 1, 2026 – June 30, 2027):

Total number:

Expressed opportunity for expansion:

Expressed interest in potential real estate need:

Expressed opportunity for expansion of workforce/employment:

Expressed possibility of new capital investment:

Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies (July 1, 2026 – June 30, 2027):

Number of groups met with during the year:

How many companies were represented at the meetings during the year:

How many non-Lexington companies, if any, were involved in meetings during the year:

What sectors were the focus of support meetings during the year:

Sector - Type

Sector - Type

Sector – Type

Existing business site visits to Lexington companies during the year (July 1, 2026 – June 30, 2027):

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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Major data/items collected during existing business company visits (July 1, 2026 – June 30, 2027):

Items related to LFUCG policies and procedures:

Issues related to company growth opportunities and challenges in Lexington:

Barriers identified regarding potential existing business growth or expansion in Lexington (July 1, 2026 – June 30, 2027):

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d. In the event of termination of this Agreement, Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

a. For the purposes of this Agreement, "Quarterly Progress 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).

b. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Saturday, October 10, 2026; Sunday, January 10, 2027; Saturday, April 10, 2027; and Saturday, July 10, 2027), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by paid receipts supporting the reimbursement request.

c. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Saturday, October 10, 2026; Sunday, January 10, 2027; Saturday, April 10, 2027; and Saturday, July 10, 2027), the Organization shall submit electronically 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.

d. No later than Monday, May 31, 2027, Organization shall provide a Year-End Report electronically to the CDO.

e. 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 the final quarterly invoice with supporting documentation.

f. By Wednesday, March 31, 2027 Organization shall provide an updated list of Lexington corporate/company contacts, including business name and the name of each business CEO/President, and the contact information of same for not less than the 30 largest employers in Lexington/Fayette County.

g. 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.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations and shall indemnify LFUCG, 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. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. 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. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional

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

b. The risk management provisions of RFP #35-2024, not inconsistent with Section 8(a) above, are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein. In addition, Organization shall provide LFUCG's Chief Development Officer with proof of coverage from the carrier within thirty (30) days of the Execution Date.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. LFUCG, 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 LFUCG.

11. CONTRACTUAL RELATIONSHIP ONLY. 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.

12. MEMBERSHIP. 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.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. 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 and (b) 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.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted 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 made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. 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.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Commerce Lexington Inc.
330 East Main Street
Lexington, Kentucky 40507
Att: Lynda Bebrowsky, Chief of Staff
(or as otherwise designated in writing by Organization)

For Government:

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

21. WAIVER. 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.

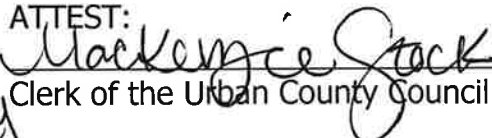
22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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, MAYOR

ATTEST:


Clerk of the Urban County Council

Deputy



COMMERCE LEXINGTON INC.

BY:

NICK NICHOLSON, CHAIR

Amanda Meneghetti Turcotte
ATTEST:

WITNESS: Robert G.

DATE: 6/5/26

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Inc.

SCOPE OF WORK – NEW BUSINESS DEVELOPMENT/JOB CREATION AND EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

Local Contribution:

Commerce Lexington (CLEX) 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 (Commerce Lexington response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation
 - Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
 - Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
 - 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:
 - Corporate decision makers and community/program liaisons.
 - Site selection consultants to build awareness of Lexington.
 - Local executives/management.
 - Specific program marketing tasks will include the following:
 - Marketing shall be under the brand of the Lexington Economic Partnership.
 - Develop an electronic marketing plan for recruitment outreach efforts.
 - Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.
 - Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
 - 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.
 - 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.

- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development Officer by May 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. Existing Business Retention and Expansion Program

- 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.
- 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.
- Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- Work with local businesses to maintain and improve their employment diversity.
- Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
 - 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.
 - 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.
 - 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.
 - Develop a business support network based on sector for businesses and employers within Lexington.
- 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.

- 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):
 - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
 - Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
 - Issues and perceived challenges related to company growth opportunities in Lexington.
 - Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
 - Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- 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.
- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development 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.

Exhibit "B"
Lexington-Fayette Urban County Government
Quarterly Questionnaire
Commerce Lexington Inc.

COMMERCE LEXINGTON 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

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest:

New Projects for Lexington during the Quarter

Project referral origination by type/entity:

Kentucky Cabinet for Economic Development – Number

Consultant – Number

Direct Commerce Lexington - Number

Other (Please List) - Number

Project referral sectors:

Ag Bio and Ag Tech - Number

Biopharma and Life Sciences – Number

Business Services and Financial Services – Number

Marketing & Design Services - Number

Medical Devices – Number

Trade Shows and Consultant Events:

Trade Shows attended during the quarter:

Direct Lexington (not including other communities) information request resulting from the trade shows:

Direct Lexington (not including other communities) Site Visits resulting from the trade shows:

Consultant visits during quarter on behalf of Lexington specifically (not including other communities):

Consultant visits one-on-one during quarter on behalf of Lexington specifically (not including other communities):

Multiple consultant meetings during quarter on behalf of Lexington specifically (not including other communities):
 Direct Lexington (not including other communities) information request resulting from the consultant visit:
 Direct Lexington (not including other communities) site visits resulting from the consultant visits:
 Lexington announced locations resulting from the consultant visits:

Locate in Lexington

Number of site visits to Locate in Lexington during the Quarter:

New Lexington Businesses Announced During the Quarter:

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>
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EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings in the quarter:

Total number:

Expressed opportunity for expansion:

Expressed interest in potential real estate need:

Expressed opportunity for expansion of workforce/employment:

Expressed possibility of new capital investment:

Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies:

Number of groups met with during the quarter:

How many companies were represented at the meetings during quarter:

How many non-Lexington companies, if any, were involved in meetings:

What sectors were the focus of support meetings during recent quarter:

Sector - Type

Sector - Type

Sector – Type

Existing business site visits to Lexington companies during the quarter:

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>
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Workforce Partners
Attending

Exhibit "C"
Lexington-Fayette Urban County Government
Annual Questionnaire
Commerce Lexington Inc.

COMMERCE LEXINGTON 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

NEW BUSINESS DEVELOPMENT

New Lexington Project Interest (Period July 1, 2026 – June 30, 2027):

New Projects for Lexington

Project referral origination by type/entity:

Kentucky Cabinet for Economic Development – Number

Consultant – Number

Direct Commerce Lexington - Number

Other (Please List) - Number

Project referral sectors:

Ag Bio and Ag Tech - Number

Biopharma and Life Sciences – Number

Business Services and Financial Services – Number

Marketing & Design Services - Number

Medical Devices – Number

Trade Shows and Consultant Events (Period July 1, 2026 – June 30, 2027):

Trade Shows attended on behalf of Lexington specifically:

Direct Lexington (not including other communities) information request resulting from the trade shows:

Direct Lexington (not including other communities) site visits resulting from the trade shows:

Lexington announced locations resulting from the trade shows:

Consultant visits during year on behalf of Lexington specifically (Stated goal of 100-125 selection consultants annually):

Consultant visits one-on-one during the year on behalf of Lexington specifically (not including other communities):

Multiple consultant meetings during the year on behalf of Lexington specifically (not including other communities):

Direct Lexington (not including other communities) information request resulting from the consultant visit:

Direct Lexington (not including other communities) site visits resulting from the consultant visits:

Lexington announced locations resulting from the consultant visits:

Request for Proposal (RFP)/Request for Information (RFI) (July 1, 2026 – June 30, 2027)

Lexington specific (not including other communities) RFPs responded to:

Lexington specific (not including other communities) RFIs responded to:

Locate in Lexington

Number of site visits to Locate in Lexington (July 1, 2026 – June 30, 2027):

New Lexington Businesses Announced (July 1, 2026 – June 30, 2027):

Name of <u>Company</u>	Employment <u>Sector</u>	Number of <u>Employees</u>	Average <u>Wage</u>	Total <u>Payroll</u>	Company <u>Investment</u>
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Barriers identified regarding potential new businesses locating to Lexington (July 1, 2026 – June 30, 2027):

EXISTING BUSINESS RETENTION & EXPANSION PROGRAM

Lexington specific existing business visit meetings (July 1, 2026 – June 30, 2027):

Total number:

Expressed opportunity for expansion:

Expressed interest in potential real estate need:

Expressed opportunity for expansion of workforce/employment:

Expressed possibility of new capital investment:

Expressed possibility of increased wages/salaries for employees:

Network group support meetings for Lexington companies (July 1, 2026 – June 30, 2027):

Number of groups met with during the year:

How many companies were represented at the meetings during the year:

How many non-Lexington companies, if any, were involved in meetings during the year:
What sectors were the focus of support meetings during the year:

- Sector - Type
- Sector - Type
- Sector – Type

Existing business site visits to Lexington companies during the year (July 1, 2026 – June 30, 2027):

				Workforce Partners
<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Attending</u>

Major data/items collected during existing business company visits (July 1, 2026 – June 30, 2027):

- Items related to LFUCG policies and procedures:
- Issues related to company growth opportunities and challenges in Lexington:

Barriers identified regarding potential existing business growth or expansion in Lexington (July 1, 2026 – June 30, 2027):

EXHIBIT "D"

Lexington/Fayette Urban County Government
Commerce Lexington Inc.

RFP #35-2024



Lexington-Fayette Urban County Government

Request for Proposals

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 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.

Signature

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

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 (Not Hispanic or Latino)		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	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

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

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
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>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbenc-ory.org	513-487-6537
Kentucky MWBE Certification Pro	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	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 MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total 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 Company Address	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

(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 _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate 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 10th 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) 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 31st 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 31st 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
Commerce Lexington Inc.

Commerce Lexington, Inc. RFP #35-2024 RESPONSE WORK PLAN

4904-7485-3033, v. 1



REQUEST FOR PROPOSAL: ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES

May 31, 2024



A

Letter of Intent / Statement of Services

A.1

Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

Dear Ms. Stone,

On behalf of Commerce Lexington Inc.'s Economic Development division, thank you for considering our team for RFP #35-2024 Economic Development Partnership Services. We appreciate the opportunity to respond and demonstrate why we are best suited to execute the services for the Lexington-Fayette Urban County Government.

Commerce Lexington's Economic Development team has partnered with the Lexington-Fayette Urban County Government (LFUCG) for over 30 years, creating thousands of jobs and generating significant revenue for the City of Lexington. Our comprehensive approach addresses business needs, workforce talent, and minority business support, making us a national leader in economic development. We have a combined team with over 100 years of economic development experience dedicated to improving economic prosperity for Lexington-Fayette County.

Our extensive knowledge of Lexington and long-tenured relationships allow us to understand the city's unique character. In 2022, on behalf of the city, we worked diligently with Economic Leadership, a economic development consultancy, to reassess the city's strategic targets and create a balanced strategy for job creation. The Economic Leadership team studied current market trends, strengths, weaknesses, opportunities, key assets, and more to formulate a plan that pursues investment opportunities and jobs within AgBio and AgTech, Biopharma and Life Sciences, Business Services and Financial Services, Medical Devices, and Marketing and Design. These industry sectors align with Lexington's unique assets and will lead to an increased number of higher-wage jobs and improved quality of life.

Our commitment to Lexington-Fayette County's economic growth is unwavering. Every day, we strive to implement the key job creation goals and tactics identified in the strategic targeted industry analysis conducted by experts at Economic Leadership. This dedication to turning analysis into action is at the core of our mission to drive economic prosperity in the region.

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. This program began 25 years ago and has evolved over time to address changes in community needs.

A

Letter of Intent / Statement of Services

A.1

Description of your knowledge and understanding of Lexington-Fayette County & the Lexington-Fayette County economy.

Additionally, we have managed a robust existing business program for over 20 years. Recently, the Lexington Economic Partnership (LEP) established connections with industry professionals within the city's business ecosystem to learn about business trends and ways the LEP can help with successes, including job growth. Long-standing relationships have been formed with companies who trust us to help meet their needs.

Sincerely,



Robert L. Quick, CCE
President & CEO



Gina Hampton Greathouse
Executive Vice President for
Economic Development

Please accept this as our intent to respond to Sections
2.1 New Business Development
2.2 Existing Business Retention and Expansion
2.3 Small Business Owner Connections and Networking
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
2.11 Ag-Tech and Agri Business Development

A

Letter of Intent / Statement of Services

A.2 – A.3

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.

Identification of criteria to measure the success of your proposal.

**Kathy Mussio, Partner,
Atlas Insights**

"We walk through a lot of community colleges and technical schools on these types of (community) visits which is great, but you all took it up a notch by taking us to see the equine hospital."

A. BUSINESS DEVELOPMENT**(2.1) New Business Development**

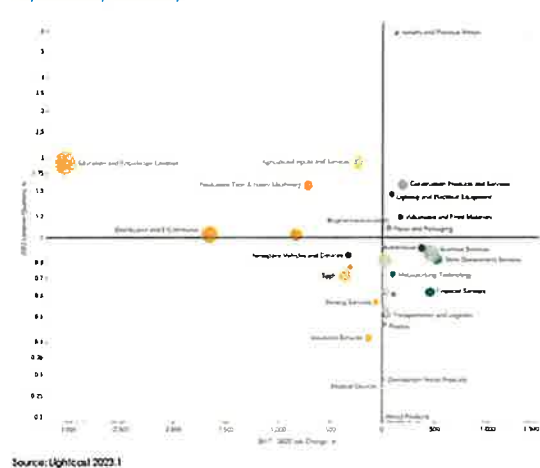
On behalf of the Lexington-Fayette Urban County Government, Commerce Lexington contracted with Ted Abernathy, Economic Leadership, LLC, to assess current strategic targets and identify new strategic target industry sectors for the city of Lexington. The comprehensive study reviewed existing industry clusters to determine which are especially strong in terms of concentrated employment and wage levels, whether they are growing or declining in employment, and identified emerging sectors that deserve more attention. The analysis report noted and emphasized that target industries need to be realistic and achievable and should mesh with existing strengths and assets, such as the University of Kentucky, which employs 25,000 people and has strong research capabilities.

Completed in the summer of 2023, the resulting findings determined new industry targets that should be potentially transformational by raising the level of opportunity with investments and jobs that improve opportunities for area residents, particularly by increasing the number of higher-wage jobs.

The following five strategic target industries were identified for Lexington – Fayette County to best serve the city's and region's current and future needs while also maximizing ROI.

- Biopharma and Life Sciences
- Business Services and Financial Services
- Medical Devices
- Marketing and Design Services
- AgBio (agricultural biology) and AgTech (agricultural technology)

Fayette County Cluster Map



A variety of marketing recommendations were offered for varying levels of available budget dollars. With limited funding, Ohio Valley and east coast opportunities should be prioritized. With more robust funding, west coast and international trade shows as well as consultant events in those areas should be explored.

A

Letter of Intent / Statement of Services

A.2 – A.3

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.

Identification of criteria to measure the success of your proposal.

Allen Waugerman, President & CEO, Lexmark

"I enjoyed attending Commerce Lexington's consultant event at Fasig-Tipton. It was a very unique event mixing area CEOs, government officials, and visiting site selection consultants."

(2.1) New Business Development (CONT.)

Commerce Lexington has developed an annual work plan designed to organize activities and ensure completion of necessary tasks to implement the business recruitment plan. (See attached sample spreadsheet.)

If awarded the contract, Commerce Lexington will coordinate with the Chief Development Officer and the Director of Agriculture Development *to develop a marketing plan, tasks, promotional materials, and timetable* that will be incorporated into the existing annual work plan.

With new strategic target industries identified, Commerce Lexington has focused on building and executing a marketing program to attract investments in Life Sciences, Biopharma, Biotech and Advanced Manufacturing. Within the past year we have attended trade shows and conferences where site selection consultants working within these fields attend to create awareness of Lexington, KY and form relationships with the consultants. With additional funding, we will expand the marketing plan to target additional identified strategic targets.

Examples of select trade shows and consultant events:

- Bio International Tradeshow
- SelectUSA Investment Tradeshow – aimed at recruiting foreign direct investment to the United States.
- Consultant Connect – Destination Showcase and Economix conference
- Site Selectors Guild
- International Economic Development Council (IEDC)
- Association of Chamber of Commerce Executives (ACCE)
- Area Development Consultant Forums
- KYUnited and Kentucky Association for Economic Development efforts
- Southern Economic Development Council
- World Agri-Tech innovation Summit (listed in Ted's recommendations)



A

Letter of Intent / Statement of Services

A.2 – A.3

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.

Identification of criteria to measure the success of your proposal.

Tyler Burke, Manager, Large Customer Relations & Economic Development, Columbia Gas

"When assembling the sales team for prospect visits, Commerce Lexington has the RIGHT people at the table. They keep us engaged in the process of RFPs. They know when to ask for assistance."

(2.1) New Business Development (CONT.)

We will:

- On behalf of the LEP, organize and represent Lexington on consultant trips to cities where site selectors are clustered (Dallas, Chicago, Atlanta, Greenville, Indianapolis).
- Make recommendations to the Chief Development Officer on industry specific trade shows and events with a focus on key strategic industry targets.
- Attend trade shows to showcase Lexington as an ideal city for relocation or expansion to corporate decision-makers and site selection consultants.
- Represent Lexington at the Kentucky Association for Economic Development's consultant trips as they are organized.
- Utilize a market research consulting firm to identify and set appointments with real estate executives and site selection consultants in major cities.
- We will work with local partners and a market research firm to identify and set appointments with companies within the Ohio Valley who may be interested in expanding, relocating, or a potential research partnership with area universities.
- Meet with 100-125 site selection consultants annually.



A

Letter of Intent / Statement of Services

A.2 – A.3

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.

Identification of criteria to measure the success of your proposal.

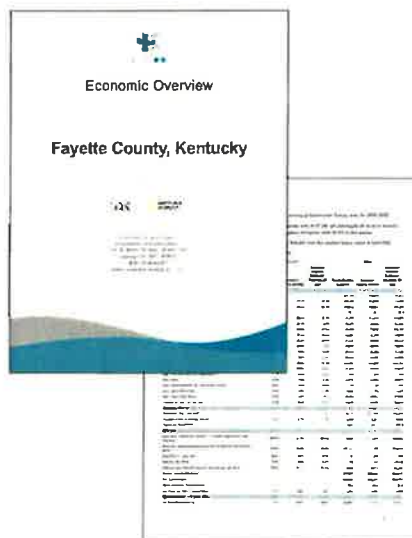
(2.1) New Business Development (CONT.)

Once RFIs are received, our team will coordinate all new business project activity and site visits from companies outside of Lexington with Lexington Economic Development Partners. We will serve as the primary contact and sales team, coordinating with the LEP for assistance needed prior to and during the visit. We will provide detailed follow-up and coordinate resulting necessary action items with the LEP. (Sample RFIs to the right.)



Based on recommendations from Economic Leadership, LLC, we are currently working to refresh and strengthen the LocateinLexington website to incorporate the LEP goals and objectives. The refreshed website will include a section that focuses on the LEP. Part of the new website design will include intentional efforts to ensure information is easily viewed on mobile devices in addition to traditional desktops.

We will build out new marketing materials for the identified target industries focusing on data and information that showcases why Lexington is an exceptional location for those industries. We utilize data from the latest Census, American Community Study, Bureau of Labor Statistics, Bureau of Economic Analysis, and other sources. To enhance these efforts, we recently purchased JobsEQ, a labor market research platform. This tool not only helps us maintain up-to-date for the website but will also be used to support existing business research requests and to create supporting documents for RFIs. This data is critically important to marketing Lexington and the Bluegrass region, allowing us to showcase diversity, education attainment, and size of our labor force.



A

Letter of Intent / Statement of Services

A.2 – A.3

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.

Identification of criteria to measure the success of your proposal.

(2.1) New Business Development (CONT.)

Traditional white papers and other marketing materials will include print and digital versions. These materials will populate dedicated pages on the LocateinLexington website focused on the strategic target industries. In conjunction, we will produce new promotional video content with Lexington thought leaders working within the targeted industries. These videos will be disseminated on various platforms to enhance overall awareness and drive messaging.

Commerce Lexington will also purchase annual directory listings in Site Selection Magazine, Area Development Magazine and others as determined. We will continue to co-brand advertisements in Keeneland Magazine, Land Rover Three Day Event Program Guide, Bluegrass Airport, and Kentucky's Guide to Economic Development.

We will promote the LEP throughout our existing social media platforms—LinkedIn, Facebook—which are followed by companies and consultants alike. Our team will post important LEP new announcements, available real estate, rankings, and other newsworthy events about Lexington on a regular basis.



As a new method, we will annually renew access to the Location Advisors Database to target site selectors more effectively. We will send quarterly email blasts to site selection consultants working within the identified strategic targeted industries to create awareness and encourage ongoing dialogue for development opportunities in Lexington-Fayette County. We will continuously monitor and adjust email marketing efforts based on real time data captured by the email marketing delivery system.

A

Letter of Intent / Statement of Services

A.2 – A.3

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.

Identification of criteria to measure the success of your proposal.

(2.1) New Business Development (CONT.)

With additional funding, we will meet with the LEP Chief Development Officer and Director of Agriculture Development to incorporate AgBio and AgTech into an expanded marketing strategy.

We will also work with the LEP to investigate digital marketing opportunities that utilize geofencing and other new technologies to further raise awareness and promote Lexington as an ideal location for business attraction.

Consultant Marketing Event and Tradeshows		
Event	Purpose	Cost
Area Development Workshop Forum	Educational conference for economic development professionals with many opportunities to network and engage with site selectors.	8,500
Consultant Connect Destination Summit	Hosting 10 site selectors of our choice in Lexington for two immersive days	38,000
KAED Spring Collaboration Conference	Conference for KAED ED professionals and site selection consultants	2,650
Out of Market Lexington Consultant Event	host a gathering in a target city for site consultants.	10,800
BIO International Convention	Represent Lexington and KY on a global stage highlighting the competitive advantages of KY for biotech, life science, and medical device companies.	7,500
Select USA	Investment summit for US and International investors and companies	2,500
Women in Economic Development	Educational conference for women in economic development.	3,000
Southern Economic Development Council	Annual Conference with educational and networking opportunities	2,200
Economix	Conference for ED professionals and site selection consultants	7,000
Out of Market Lexington Consultant Event	host a gathering in a target city for site consultants	15,000
	Total	98,950
Advertising		
Publication or Space	Digital/Print?	Cost
Bluegrass Airport Display	Print	15,000
Business Facilities - Life Science Feature	Digital/Print	3,500
Site Selection Magazine - Annual Directory	Digital/Print	4,100
Business Facilities - Annual Directory	Digital/Print	4,000
Kentucky Economic Development - Annual Guide	Digital/Print	4,900
Area Development - Annual Directory	Digital/Print	4,900
Lane Report - Central Kentucky Review	Digital/Print	3,500
Keeneland Magazine - Spring & Fall	Print	4,500
Equestrian Spring 2024 Issue - USEF 3-Day	Digital/Print	1,800
	Total	46,200

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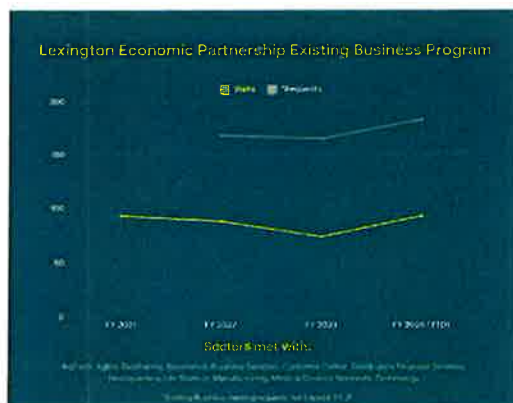
Amy Bowman, Department for Business & Community Development, Kentucky Cabinet for Economic Development

"The Kentucky Cabinet for Economic Development is very appreciative for the opportunity to collaborate with the Lexington Economic Partnership Team. This team exemplifies the power of collaboration, uniting businesses, organizations, and community partners to help maintain and create sustainable economic growth."

(2.2) Existing Business Retention and Expansion Program

Through our dedication to the existing business community and our partnership with the city, Commerce Lexington contacts over 200 companies annually to request an exclusive meeting with the company and Lexington Economic Partnership (LEP) team. Accepted meetings allow our team to identify potential strengths and opportunities, including but not limited to real estate and/or workforce expansions, capital investment projects, trainings, salary and wage benefits (Jobs EQ), network connections to near-source supplies, imports/exports, future conventions for Visitor Industries with VisitLEX; and challenges or threats, including but not limited to downsizing workforce, talent pipeline, supply chain, traffic and pedestrian safety and more. We will continue to coordinate LEP meetings, which include representation from the Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College (BCTC), Bluegrass Workforce Innovation Board, Kentucky Career Center, and other community and utility partners as needed. These meetings provide our team with

insight into the business community's unique needs. Following each meeting, we will continue to coordinate appropriate LEP partner responses to address the issues and/or opportunities identified. We will conduct monthly "Deal Day" project briefing updates with the Chief Development Officer to provide a comprehensive overview on prospect activity for the previous month including project activity, breakdown of leads by industry, potential flight risks, and other topics will be discussed.



A

Letter of Intent / Statement of Services

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Erin Tipton, VP of Workforce and Economic Development, Bluegrass Community and Technical College

"Commerce Lexington has been a key leader in promoting work-based learning opportunities such as apprenticeships and internships for BCTC students as a mechanism for connecting talent to employers."

(2.2) Existing Business Retention and Expansion Program (CONT.)

We will give an overview of the current inventory of sites and buildings and update the Chief Development Officer on significant challenges identified via LEP meetings. We will continue to organize Councilmember Economic Development Days, which strategically unite the business eco-system and officials with a goal for councilmembers to better understand businesses in the community, demonstrate the LEPs role, and connect businesses with elected officials to encourage community relations.

We will expand upon our network group support by organizing:

- Manufacturer's Network Events
- Bluegrass Bio Events- BioPharma, Life Sciences, Medical Devices with an invitation to AgBio.
- AgTech (agricultural technology) and AgBio (agricultural biology) Specific Events
- Tech Networking Group – Includes an invitation to AgTech.
- Equine Network Events National Horse Center, Equine associations, and educational institutions
- Business & Professional, and Marketing & Design Services will be invited accordingly to each network event to ensure a cohesive approach to supporting and encouraging industry sectors.



Biotech Network Group Agenda
December 6, 2023
Commerce Lexington
330 E. Main Street
First Floor Conference Room

10:00 am	Introduction and Industry Overview
	• Gina Greenhouse, EVP, Economic Development - Commerce Lexington
10:05 am	Introduction – Attendees
	• Name, Title, Company/Organization
10:15 am	Industry Stakeholders & Resources to Support Biotech:
	• Amy Glascock, Director of Business Engagement - Office of the Mayor, LUUG
	• Lexington Jobs Fund
	• Erica Rogers, Director of Agriculture Development - Office of the Mayor, LUUG
	• Bluegrass AgTech Development Corp. grant
	• George Wink, Executive Director, Goddard Research Campus & Real Estate - LRI
	• London Sanders, Executive Director of UK Innovation Connect, UK Innovate, UK
	• Eric Hartman, Sr. Associate Director, Office of Technology and Commercialization - UK
10:30 am	Greater Lexington Region's Life Sciences Ecosystem:
	• Strengths
	• Weaknesses
	• Opportunities
	• Threats
11:15 am	Growth Opportunities and Action Items
	• CBA
12:00 pm	Networking Lunch
1:00 pm	Event Concludes



CEO Round Table



Biotech Meeting



Manufacturing Network

A

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Marilyn Clark, Economic Inclusion Manager, University of Kentucky

"You could feel the pride and the goodwill in the room last night. The work that we are doing together is really changing lives. Let's keep it going! Thank so much to Commerce Lex for being an important part of this growing business ecosystem."

(2.3) Small Business Owner Connections and Networking

Commerce Lexington's Community & Minority Business Development (CMBD) program hosts the biannual Opportunity Exchange, a key networking event typically occurring in the spring and fall. These gatherings provide forums where pressing topics directly affecting small and minority businesses are discussed. Attendees have the invaluable opportunity to network with procurement professionals from esteemed organizations such as the University of Kentucky, Toyota Kentucky, Messer Construction, Fayette County Public Schools, and the Lexington-Fayette Urban County Government, among others. During these sessions, minority business owners can personally introduce themselves and their enterprises to decision-makers overseeing various projects, fostering potential collaborations.

To expand collaboration and networking efforts within Lexington-Fayette County, we're enhancing our marketing initiatives to attract a broader industry base. This involves forging additional partnerships with key community organizations like Bluegrass Community and Technical College (BCTC), Urban League of Lexington-Fayette County, Lexington-Fayette County Housing Authority, College of Technical Education, Hispanic Connections of Lexington, and the Building Industry Association of Central Kentucky. These entities harbor burgeoning entrepreneurs who stand to benefit from engagement with our program. Through these expanded efforts, we anticipate facilitating significant opportunities for the growth of small businesses. Following the outcomes of these initiatives, we plan to engage the small business community in consultations to identify further collaborative networking opportunities tailored to their needs and preferences.



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Identification of criteria to measure the success of your proposal.

**Edward Holmes, President,
EHI Consultants**

"[Tyrone's] strategic insights and innovative approach have been instrumental in driving meaningful change towards business development and advancing the cause of Minority and Community Economic Development."

(2.5) Minority Owned Business Development

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. The program focuses on several key areas:

1. **Promoting Economic Growth and Development:** CMBD works to support the economic advancement of minority-owned businesses, ensuring they have the resources and opportunities needed to thrive.
2. **Recruitment:** The program actively recruits aspiring and burgeoning minority owned businesses in Lexington-Fayette County and Commerce Lexington.
3. **Business Referral Services:** CMBD provides referrals to the appropriate minority business assistance agencies, ensuring that business owners receive the support and resources they need for success.
4. **Financial Literacy:** CMBD provides small business and minority-owned businesses with financial literacy classes to enhance their financial business acumen.
5. **Partnerships:** The program promotes increased business partnerships between public and private majority corporations, business and industry, local and state governments, and minority business owners.
6. **Research:** The program provides research assistance to minority business entrepreneurship in the areas of business startup resources, financial business assistance, market data and other specific business support areas.
7. **Business Certification:** Assist entrepreneurs and small business owners in identification of the appropriate business certifications.

Through these efforts, CMBD aims to create a robust and inclusive economic environment that benefits all members of the community.



A

Letter of Intent / Statement of Services

A.2 – A.3

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(2.5) Minority Owned Business Development (CONT.)

Commerce Lexington's staff is knowledgeable and experienced in access to capital, and this experience has been utilized on the Mayor's Economic Development Investment Board. The innovative, nationally benchmarked Access Loan program is a cornerstone of Commerce Lexington's support for minority entrepreneurs and business owners in Lexington-Fayette County. This program has facilitated over \$25 million in approved loans, aiding small businesses, start-ups, and expansions. The Access Loan Program meets prospective business owners where they are by offering:

- **Comprehensive support:** providing technical assistance that guides business owners through all facets of business plans and financial development.
- **Application Review Process:** Involves a Subcommittee that reviews completed applications and a Full Committee that finalizes approvals, with a high approval rate of 97% once applications reach the full committee.
- **Diverse Lending Partners:** Collaborates with local non-profits, a credit union, and both local and national banks to offer commercial loans ranging from \$5,000 to several million dollars.



In addition to the Access Loan Program, we will also introduce the Kentucky Small Business Credit Initiative (KSBCI) 2.0, which will strengthen and grow loan support capabilities, which are directly managed by the Cabinet, while also providing a significant funding infusion for early-stage venture capital. It is our goal to host at least one session per year in which state employees present the program. Together, these programs and initiatives underscore Commerce Lexington's commitment to fostering a vibrant and inclusive economic environment for minority entrepreneurs and business owners in Lexington-Fayette County.

A.2 – A.3

Identification of criteria to measure the success of your proposal.

Commerce Lexington is committed to fostering business connections and growth opportunities within the community by continuing to host and sponsor various events. Major sponsorship roles include:

1. **Lexington Bluegrass Area Minority Business Expo**, an annual event that attracts hundreds of entrepreneurs and offers quality programming, business collaborations and educational forums. This event is held annually and offers sessions like "Growing Your Business" and "Government Market to Growing Your Business." Unique features include speed dating sessions with large companies and a luncheon featuring a nationally recognized speaker who shares best practices and encouragement to emerging and seasoned minority businesses. Attendees leave with valuable business resources to help grow their brands.
2. **Turner-UK Construction Diversity Accelerator Program**. In this community partnership, Commerce Lexington supports minority-owned, women-owned, and other underrepresented construction-related businesses. This program provides access to tools, resources, and opportunities to be competitive in the construction industry. Over the past two years, this program has graduated twenty-eight participants.

**MINORITY BUSINESS
ACCELERATION PROGRAM**

ALLEN KILLEN LLC
Based in Atlanta, comprehensive construction management services that provide the best results for any specific project and on time. Please call us or visit our website at www.allenkillen.com for the following construction services: Project Management, Cost Estimating, Scheduling, Construction Inspection and Change Order Management.

Place: Center City, Atlanta
Phone: 404.686.6129
Website: www.allenkillen.com

EMERY SOLUTIONS GROUP
A leading risk and reinsurance in Lexington, Kentucky. Emery Solutions Group (ESG) LLC is a strategic rearing and an immediate area manager, while ensuring competitive prices/losses.

Emery Solutions Group, Inc., President
1000 Lexington Road, Suite 200
Lexington, KY 40502
Phone: 606.251.1100
Fax: 606.251.1101
Website: www.EmerySolutions.com

FACILITY MAINTENANCE & SERVICES GROUP, LLC
Facility Maintenance & Service Group, LLC provides top quality maintenance, preventative and cleanup services to clients who appreciate professional and quality work. We provide an open, special relationship to our clients and are working in the field of Commercial Cleaning, Restroom/Water/Sanitation Cleaning, High Dusting, Pest Control, etc.

Facility Maintenance & Services Group, LLC
11111 Riverside Dr., Lexington, KY 40503
Phone: 606.251.1100
Fax: 606.251.1101
Website: www.FacilityMaintenance.com

HELPING HAND, LLC
Helping Hand LLC provides an array of services for the food, retail, hospitality, college students and businesses to manage students during the country. The experienced and friendly assisted lifestyle. Visit Menu Services, Dining Services, Cleaning & Hygiene, and Apartment Life. Visit www.HelpingHandLLC.com

Chae Won Park & Son
1000 Lexington Road, Suite 200
Lexington, KY 40502
Phone: 606.251.1100
Fax: 606.251.1101
Website: www.HelpingHandLLC.com

PATRIOT GROUP, LLC
Patriot Group's success in many of its markets is due to its focus on quality customer service. Patriot Group Insurance is a premier in-need, dependent insurance Company. Patriot Group Insurance is an insurance provider and its management, specialized for business, highly skilled in Commercial Insurance and risk management they represent a variety that operates locally, nationally and internationally. Patriot Group provides their clients with the best needed to make informed decisions that mitigate risk.

Patricia M. Hines, President & President
Patriot Group Insurance, Inc.
1000 Lexington Road, Suite 200
Lexington, KY 40502
Phone: 606.251.1100
Fax: 606.251.1101
Website: www.PatriotGroupInsurance.com

PRINCIPLE, INC.
PRINCIPLE, INC. is a growing and exciting company growing and packaging products with 20+ US states as well as expanding and growing internationally, where we are the king and we are the prince.

Ray Mendenhall
PRINCIPLE, INC.
1000 Lexington Road, Suite 200
Lexington, KY 40502
Phone: 606.251.1100
Fax: 606.251.1101
Website: www.PrincipleInc.com

A

Letter of Intent / Statement of Services

A.2 – A.3

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Identification of criteria to measure the success of your proposal.

(2.5) Minority Owned Business Development (CONT.)

As previously denoted in 2.3, Commerce Lexington's ongoing and future initiatives include the Opportunity Exchange, hosted twice a year, providing connections to other businesses in the community and providing opportunity for growth in their operations. In addition, continued partnerships throughout the year with LFUCG (Lexington Fayette Urban County Government), the University of Kentucky, Fayette County Public Schools, and other large entities on outreach events underscore Commerce Lexington's dedication to supporting minority-owned businesses, providing them with crucial networking opportunities, resources, and avenues for growth.

Commerce Lexington recognizes the immense value in memberships that equip us with the necessary tools and information to support our Lexington-Fayette minority-owned businesses. By joining the National Minority Supplier Development Council (NMSDC), we aim to promote minority business certifications and provide these businesses with access to crucial wealth-building opportunities. This strategic move will enable us to foster upward mobility in their business operations, further contributing to the economic growth and diversity of our community.

Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have seen tremendous growth and impact

with the largest class averaging twenty-seven participants weekly, consisting of both aspiring and existing business owners. Twenty-three participants earned a certificate of completion by attending four or more classes. In addition to the Money Smart Curriculum, participants were also introduced to several of Commerce Lexington's community partner organizations including Fayette County Public Schools, University of Kentucky Economic Inclusion, Kentucky's Small Business Development Center, local banking representatives, and the LFUCG Minority Business Enterprise Liaison who has been a consistent guest over the duration of classes. We were also joined by Councilmember Denise Gray, who joined the last class of the Winter 2024 session to congratulate the participants on their hard work and dedication in attending the classes. Commerce Lexington's future



A

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(2.5) Minority Owned Business Development (CONT.)

plans include the continuation of the biannual classes. In addition, we would like to offer certain ad-hoc sessions, such as how to write a business plan, which is crucial for gaining access to capital.

Commerce Lexington along with other Lexington Leaders and business community leaders will continue to identify ways to reduce barriers to minority business ownerships through the Black Faith Leaders Collaborative, established in 2020. Participants include Commerce Lexington, University of Kentucky, Lexington-Fayette Urban County Government, Fayette County Public Schools, Transylvania University, several small business owners, and the Lexington-Fayette Urban League, along with pastors from many area churches. Several accomplishments have been made since the introduction of this collaborative group. Significant changes include contract payment updates from Net30 to Net15 and bid process modifications which strengthen the accountability process of large entities. These initiatives illustrate the collaborative effort and commitment of Commerce Lexington and its partners to create a more inclusive and supportive environment for minority business owners in the community. Through continued collaboration and proactive measures, the group aims to further dismantle barriers to minority business ownership and foster a thriving entrepreneurial ecosystem.

Commerce Lexington will continue to involve the LFUCG Minority Business Enterprise Liaison in outreach activities, similar to past engagements with the Opportunity Exchange and Money Smart for Small Business classes. Each quarter, Commerce Lexington will provide the Liaison with a list of minority-, women-, and veteran-owned businesses. The LFUCG Minority Business Enterprise Liaison will continue to receive a free advertisement and write up in our Minority Business Resource Guide, which is published several times throughout the year.



A

Letter of Intent / Statement of Services

A.2 – A.3

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Identification of criteria to measure the success of your proposal.

Nicki Stewart, Workforce Development Manager, KY VALOR

"Their knowledge of local industries has served as a helpful resource while we assist military families making Lexington their post-service home."

(2.6) Women Owned Business Development

Commerce Lexington has a proven track record of providing networking, classroom, and one-on-one technical assistance to any small businesses in Lexington-Fayette County. Historically, about 60% of all small business contacts have been with women owned businesses. In addition to our community & minority owned business programming and initiatives described in 2.3 and 2.5, we will build on our existing framework and introduce targeted initiatives for women-owned business. Through enhanced relationship building, we will strengthen our ties with the Women's Business Enterprise National Council (WBENC), Women's Business Center, and the Women Leading Kentucky organization to further support female entrepreneurs. In addition, we will host a dedicated event for women business owners, to foster networking, share resources, and provide targeted support.

(2.7) Veteran Owned Business Development

Commerce Lexington has a strong history of providing networking, classroom, and one-on-one technical assistance to any small businesses in Lexington-Fayette County. In addition to our community & minority owned business programming and initiatives described in 2.3 and 2.5, we will intentionally target and market to veteran owned businesses. Strengthening our partnership with the Small Business Administration's Office of Veteran Business Development, our goal is to enhance collaboration with this office to offer more tailored resources and support for veteran-owned businesses. We will also leverage our existing partnerships to identify and reach out to veteran business contacts, ensuring a comprehensive support network. In addition, we will host an event for veteran -owned business owners.



A

Letter of Intent / Statement of Services

A.2 – A.3

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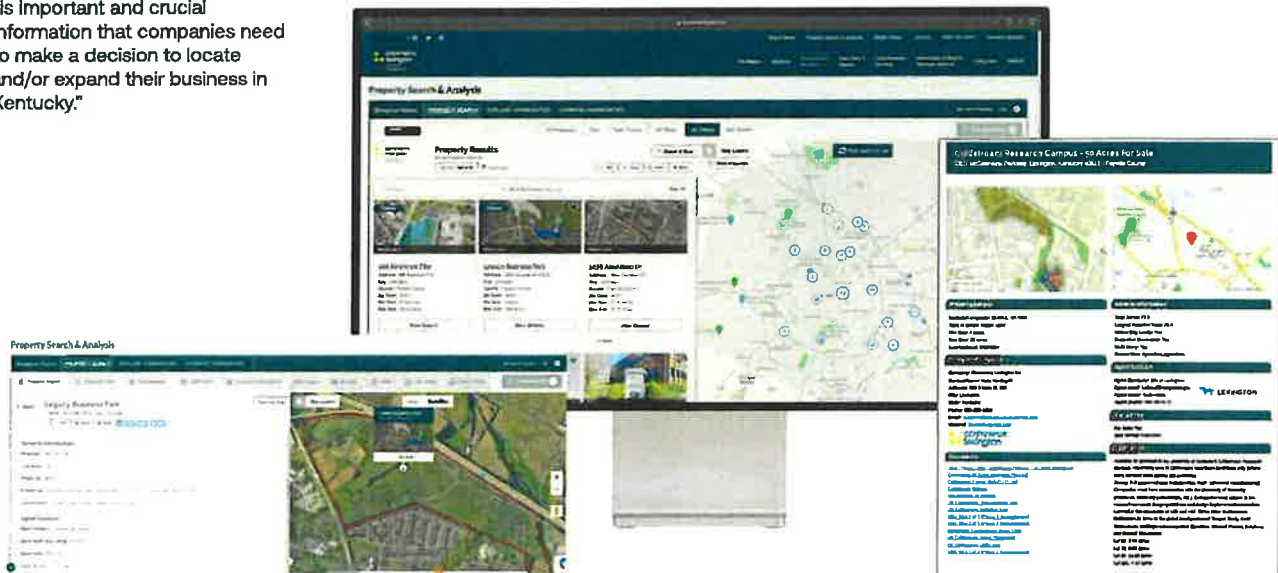
Identification of criteria to measure the success of your proposal.

Amy Mills, Sites and Buildings Specialist, Kentucky Cabinet for Economic Development

"Commerce Lexington partners with the [cabinet] to collaborate on marketing new and existing buildings and sites using the ZoomProspector database. The up-to-date property information ... is important and crucial information that companies need to make a decision to locate and/or expand their business in Kentucky."

(2.8) Available Economic Development Property Register

Commerce Lexington will continue to maintain and update its property database for Lexington and the region. Our database automatically syncs with the Cabinet for Economic Development and Kentucky Utilities property tools, ensuring up-to-date information across multiple websites. Lexington's property listings will have prominent placement on the Lexington Economic Partnership website, and properties will be featured in consultant email outreach as well as periodic social media updates. Our team ensures the register is continually updated as new listings are received from commercial real estate brokers, Kentucky Commercial Real Estate (KCREA) and Loopnet. Our team performs community tours for access to "pocket listing" property information that otherwise may not be available online. Our team places high priority on making sure the register is available to LFUGG and the community at large in real time with accurate and up-to-date information. We participate in Commercial Property Association of Lexington (CPAL) and Certified Commercial Investment Member (CCIM) meetings to network with real estate brokers, learn about new properties, and educate the real estate community about our database/website to market our services. Additionally, we will engage these events to continue supporting existing businesses with expansion projects and promote Lexington for new business prospects. We will continue to prioritize our efforts to seek and incorporate innovative solutions for higher visibility to encourage marketing efforts.



A

Letter of Intent / Statement of Services

A.2 – A.3

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George Ward, AVP for Economic Development and Real Estate, University of Kentucky

"UK and Commerce Lexington have been working together for many years... There are many examples of the good work these entities do together. One of the biggest is a major economic development agreement between UK and the City of Lexington to create a 200-acre industrial park. This agreement originated in a land task force meeting where Commerce Lexington brought together representatives from government, business, UK and other landowners."

In Appendix A, is a detailed outline of our action plan and future endeavors contingent upon adequate funding

(2.1f) Ag-Tech and Agri Business Development

If awarded the contract, Commerce Lexington will research opportunities within the AgTech and AgBio industry segments to develop a plan aiming to attract new business to the area. Commerce Lexington will coordinate with the Chief Development Officer and the Director of Agriculture Development to solidify a marketing plan and timetable, create marketing materials and attend select tradeshow and consultant events. The AgTech and AgBio industry segments will also be incorporated into the existing annual work plan.

Below are examples of the top Ag-Tech shows that could be researched and evaluated for inclusion into a work plan for this industry segment.

1. Fort Wayne Farm Show
2. National Cattlemen's Beef Association - NCBA
3. Grain Elevator & Processing Society
4. Hawkeye Farm Show
5. Commodity Classic Show
6. Mid-South Farm & Gin Show
7. International Association of Operative Millers - IAOM
8. Midwest Poultry Federation Convention
9. The Loggers Expo
10. Ag Progress Days
11. The Landscape Show - FNGLA
12. Farwest Show
13. Citrus Expo
14. Husker Harvest Days
15. Farm Science Review
16. World Beef Expo
17. American Society for Horticultural Science - ASHS
18. Sunbelt Agriculture Exposition
19. Angus Convention
20. Irrigation Show & Education Conference

A

Letter of Intent / Statement of Services

A.4 – A.5

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.

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.

A.4 Private Funding Source & LFUCG/Non-LFUCG Funding Percentage

Current funding sources	Amount	Purpose
Community/Minority Business Development	\$174,800.00	Full Stride Capital Campaign
	\$55,000.00	Commerce Lexington Sponsorships
	\$60,000.00	LFUCG Execution RFP
	\$289,800.00	
Economic Development	\$570,400.00	Full Stride Capital Campaign
	\$240,000.00	LFUCG Execution RFP
	\$810,400.00	
Percentages		
LFUCG funding total	\$300,000.00	29%
Full Stride and Sponsorships	\$745,000.00	71%
Total funding for all	\$1,045,000.00	100%

A.5 LFUCG Funding Received in Last 2 Years

Department	Amount	Purpose
Community/Minority Business Development	\$60,000.00	1st Execution of the PSA RFP #26-2022
	\$60,000.00	2nd Execution of the PSA RFP #26-2022
Economic Development	\$240,000.00	1st Execution of the PSA RFP #26-2022
	\$240,000.00	2nd Execution of PSA RFP #26-2022
	\$30,000.00	LFUCG Pass Through for Targeted Industry Study
	\$18,500.00	LFUCG Add'l support for "Consultant Connect Event"
Total funding for all 2022 -2024	\$648,500.00	

B

History of Organization and Statement of Qualifications

B. History of organization.

OUR HISTORY

Commerce Lexington Inc., established in 2004 through the merger of several organizations, is a vital private, non-profit entity fostering economic development in the Greater Lexington Region. Collaborating with local government and various institutions, Commerce Lexington aims to boost economic growth, job opportunities, and business development. The organization has forged strategic partnerships with key entities such as Lexington-Fayette Urban County Government (LFUCG), University of Kentucky (UK), VisitLEX, Bluegrass Community and Technical College (BCTC), the Kentucky Career Center, Kentucky Cabinet for Economic Development, Bluegrass Alliance, Small Business Development Center of Kentucky (SBDC), World Trade Center Kentucky, WORK-Lexington, and US Commercial Services.

Since its inception, Commerce Lexington has been a steadfast partner with LFUCG in driving economic development initiatives tailored to benefit Lexington. Through a strategic collaboration with LFUCG, Commerce Lexington actively promotes Lexington's economic potential in all endeavors, serving as the go-to source for economic development locally, regionally, statewide, and nationally. By leveraging this partnership, Commerce Lexington positions itself as a trusted entity dedicated to advancing Lexington's economic prosperity and reputation on a broad scale.

A TIMELINE OF HIGHLIGHTS

Access Loan Program surpassed the \$7,000,000 mark in loan facilitation



Fresh Bourbon (dba Edwards Spirit Company) announces plans to build first Black-owned bourbon distillery in Lexington creating 25 new jobs with a \$5.4 million investment



Summit Biosciences, Inc., a pharmaceutical manufacturer, expands creating 78 new jobs with a \$20.4 million investment



Launch Blue an early stage accelerator program for Kentucky tech startups, launches

2020



Mac Conway Award for Excellence in Economic Development was awarded to Commerce Lexington Inc. by *Site Selection Magazine*



NX Development Corp. expands life science company creating 20 new jobs with an investment of more than \$1.2 million

B

History of Organization and Statement of Qualifications

B. History of organization.

A TIMELINE OF HIGHLIGHTS

Coldstream Research Campus
community leaders break ground at The Core, a home for early stage, high-tech companies



Longship
celebrates opening of new 29,000 SF building in Hamburg area



Thoroughbred Aviation Maintenance
opens new headquarters in Lexington creating 47 new jobs

Access Loan program
facilitates over \$24M in loans for small businesses since 2001

2021



Coastal Cloud Partnership
celebrates UK Salesforce Consultancy Incubator Program grand opening

LFUCG Small Business Economic Stimulus & Recovery Grant Programs
administers over \$6.9 million to over 500 businesses

Commerce Lexington Inc.
named to *Site Selection Magazine's* list of Top Economic Development Agencies for 2nd year in a row



Total Quality Logistics
expands, creating 300 new jobs in Lexington

Canadian-owned Vector Corrosion Technologies
locates first US manufacturing facility in Lexington



Galls
expands Lexington headquarters with \$2.7M investment, adding 80 new jobs



2022 Unity Award
presented to Commerce Lexington by Alpha Beta Lambda Chapter Education Foundation



Space Tango expansion of microgravity R&D facility adding 16 jobs and investing \$2.M

Lexington Manufacturing Company
celebrates grand opening of new, more efficient facility

2022



Lexmark International
breaks ground on a \$4 million solar panel array project at Lexington headquarters



Valvoline
expands by opening heavy-duty fleet service center

Commerce Lexington
facilitates the launch of Bluegrass Tech Task Force

Kinetic by Windstream
breaks ground on regional HQ building

Lexair
announces \$8.5 M expansion investment

ElectraMet
marks expansion with ribbon cutting and open house



Commerce Lexington
recognized for Money Smart for Small Business Classes

B

History of Organization and Statement of Qualifications

B.
History of
organization.

A TIMELINE OF HIGHLIGHTS

Legacy Business Park receives \$2M in KPDI funding

Neogen expands Mercer Road Location with \$6M investment, adding 72 new jobs



Webasto announces \$25.6M investment, adding 120 new jobs



Opportunity Exchange Celebrates 10 Years of Accelerator Program



Commerce Lexington facilitates inaugural Global HQ CEO Roundtable

RD1 Spirits locates in Lexington with \$4.8M investment

Commerce Lexington & Mayor Linda Gorton host CEO networking event at VisitLEX

2023



Funai Microfluidic Solutions Relocates Business Unit Headquarters to Lexington



God's Pantry Food Bank breaks ground on expansion and new building

Bespoken Spirits a San Francisco start-up, relocates to Lexington adding 16 high-wage positions

Infineon Technologies expands with \$5.5M investment, adding 54 new high paying jobs

Accelerator Program hits \$50 million in new contracts and revenue since 2013

Commerce Lexington hosts BioTech Network, bringing together 40 industry leaders

SRC of Lexington announces \$15.3 M expansion, adding 60 new jobs



Destination Showcase features Lexington, KY



Tru-Tone Finishing expands with \$13.6 M investment



Commerce Lexington presents Leadership & Management in Economic Development Workshop

2024

Commerce Lexington Partners with Turner-UK Construction Diversity Accelerator for 3rd consecutive year, graduating 28 to date open house

Tech Association of the Bluegrass re-launches



Access Loan Program facilitates over \$25M in loans for small businesses since 2001



Money Smart graduates 80 participants since classes began in 2020

Commerce Lexington hosts Marketing Luncheon for Indianapolis site selection consultants

B

History of Organization and Statement of Qualifications

B.1 – B.3

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OUR TEAM



Bob Quick, IOM CCE
President and CEO

Function: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 2.11

Over 25% of time committed to the project

Bob is the President and Chief Executive Officer for Commerce Lexington, a 1,900-member investor-driven chamber of commerce and economic development organization. He is extremely involved in the Central Kentucky region in matters of public policy; and community, economic, and leadership development. He represents Lexington in the Bluegrass Alliance, a nine-county consortium of regional economic development entities and was a founding partner in the Central Kentucky "Regional Public Policy Group."

Both entities have proven to be 'region builders' by unifying cities, towns, and counties across Central Kentucky. Under his leadership, Commerce Lexington has received numerous industry accolades, including 2020 Top 20 Mac Conway Economic Development Agency by Site Selection Magazine, and 2016 Chamber of the Year by the Association of Chamber of Commerce Executives (ACCE). Throughout his career, Bob has served, and continues to represent Lexington on local, national and international business, educational and industry boards of directors and advisory councils, including his current appointment with the prestigious U.S. Chamber's Chamber of Commerce Committee of 100.

During his 34 years in the chamber profession, he has also served as the President and CEO of the Metropolitan Evansville (IN) Chamber of Commerce and as the Executive Vice President of the Iowa City Area Chamber of Commerce.

Bob is a 1985 graduate of the University of Illinois at Champaign-Urbana.

B

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OUR TEAM (cont.)



Gina Hampton Greathouse

Vice President for Economic Development

Function: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.8, 2.11

75% of time committed to the project

Gina is a highly experienced and respected community and economic development professional with over 30 years of expertise, 25 of which have been dedicated to Lexington and the Bluegrass Region. Currently serving as the Executive Vice President for Economic Development at Commerce Lexington, Gina is known for her dedication, creativity, and proven leadership skills. She oversees the strategy and implementation of Commerce Lexington's economic development mission, including managing the goals of the Lexington Economic Partnership.

In her role, Gina has expanded Commerce Lexington's focus to include supporting existing businesses, fostering industry ecosystems, engaging with minority businesses, marketing Lexington's assets, and building relationships with senior business leaders. She excels in managing the economic development process, attracting major companies to Lexington, and facilitating business relocations.

Gina's efforts have led to the creation of over 12,000 jobs, \$5 billion in capital investment, and \$20 million in payroll tax revenue for Lexington in the last decade. She was instrumental in establishing the Bluegrass Business Development Park, which is home to 7 companies including Big Ass Fans, Webasto Roof Systems, and Tiffany and Co.

Through strategic partnerships with the City of Lexington, the University of Kentucky, Bluegrass Community and Technical College, and key business partners, Gina and her team have secured over \$1 million annually from the private sector to support job creation in Lexington and the Greater Lex region. A graduate of the University of Kentucky's College of Business and Economics, Gina is a long-time resident of Lexington and a passionate advocate for the region's economic development.

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OUR TEAM (cont.)



Tyrone Tyra

Senior Vice President - Community & Minority Business Development

Function: 2.3, 2.5, 2.6, 2.7

100% of time committed to the project

Tyrone Tyra, Senior Vice President of Community & Minority Business Development at Commerce Lexington, is a dedicated professional committed to fostering economic opportunities for entrepreneurs in Central Kentucky, particularly within minority communities. With a focus on business development, Tyrone has dedicated his career to providing crucial support to small businesses, offering lending opportunities, technical assistance, and training programs aimed at promoting growth and sustainability.

In his role at Commerce Lexington, Tyrone manages a wide range of responsibilities, including public and private sector purchasing assistance, minority business recruitment, advocacy, and community outreach. Notably, he spearheaded two LFUCG grant projects that administered \$6.9 million in small business stability grants, highlighting his proactive approach to securing funding for local businesses.

Tyrone's leadership extends beyond his role at Commerce Lexington, as he actively participates in various boards and committees focused on diversity, equity, and inclusion within economic development. His involvement with organizations such as the Lexington-Bluegrass Minority Business Expo Board of Directors and the Kentucky Association of Economic Development's Diversity, Equity & Inclusion Committee underscores his commitment to promoting inclusive economic growth. With a background in LaSalle University and roots in Detroit, Michigan, Tyrone brings a wealth of knowledge and experience to his role, further enhancing his ability to drive positive change and empower entrepreneurs in Central Kentucky.

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OUR TEAM (cont.)



Niki Goldey

Director of New Business Development, Economic Development

Function: 2.1, 2.11

75% of time committed to the project

Niki Goldey joined the Commerce Lexington team in the fall of 2022 as Director of New Business Development and works alongside her team to demonstrate Lexington's best attributes for companies considering locating or expanding to Lexington. Niki's primary focus is on new business attraction, with focus on the recently identified Strategic Target Industries. She regularly attends trade shows, conferences, and economic development events to establish and maintain relationships with site selection consultants, business leaders, state and local government officials, utility, and transportation representatives. Prior to joining Commerce Lexington, Niki was on staff at VisitLEX for 22 years and most recently served as the Director of Communications where she worked to raise awareness of Lexington as a premier travel, conference, and meeting location. Her primary focus was to establish and maintain vital working relationships with journalists and influencers to encourage positive regional, national, and international stories about Lexington's Bluegrass Region. Niki is a graduate of Transylvania University where she earned a bachelor's degree in business administration with an emphasis in marketing.

B

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OUR TEAM (cont.)



Cheryl Klever

Director of Business Retention & Expansion, Economic Development

Function: 2.2, 2.11

100% of time committed to the project

As Director of Business Retention & Expansion on the economic development team at Commerce Lexington, Cheryl works alongside her team to demonstrate Lexington's best attributes for companies considering location or expansion to Lexington. Cheryl's primary focus is business retention and expansion. She regularly meets with existing businesses and various industries within Fayette County to learn about their operations, challenges, and successes. She provides companies with a wealth of resources, programs, and services to support and encourage expansion opportunities. Cheryl nurtures healthy relationships with existing businesses to promote a prosperous ecosystem of economic success in Fayette County. Prior to joining Commerce Lexington's team, Cheryl was the Development Manager for one of Central Kentucky's largest nonprofit organizations, Community Action Council. Her primary focus there was to foster relationships between business and community leaders within the non-profit sector. Cheryl has a bachelor's degree in communications from the University of Kentucky.



Katie Vandegrift

Director of Marketing & Research, Economic Development

Function: 2.1, 2.2, 2.8, 2.11

75% of time committed to the project

Katie Vandegrift is a dynamic professional serving as the Director of Marketing & Research for Commerce Lexington's Economic Development team. She plays a pivotal role in maintaining comprehensive data across various sectors including demographics, economy, labor, taxes, real estate, cost of living, and education. Katie is instrumental in managing marketing materials, advertisements, and updating social media and website content to position Lexington as a prime business destination. Katie's academic journey began at Midway University, where she earned a bachelor's degree in Equine Health and Rehabilitation in 2012. After developing an allergy to horses, she returned to her alma mater and obtained a master's degree in business administration in 2021. Her professional career is diverse, with experience in hospitality, the thoroughbred industry, and banking. Katie is deeply rooted in her community in Midway where she is actively involved, serving in leadership positions on various non-profits and boards including the Woodford County Economic Development Authority. Katie's dedication to economic development and community service makes her a vital asset to her team and her community.

B

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OUR TEAM (cont.)



Falon McFarland

Project Manager, Economic Development

Function: 2.3, 2.5, 2.6, 2.7, 2.8

75% of time committed to the project

Since 2021, Falon McFarland has leveraged her diverse skill set to enhance the Economic Development team. In her role as Project Manager, Falon provides comprehensive administrative support, oversees the Full Stride Capital Campaign, which is over the \$1 million mark, coordinates events for community and minority business development programs, offers technical assistance to both aspiring and established small business owners, and contributes creatively to the marketing efforts of the Community and Minority Business Development programs across our social media platforms and website. Before joining Commerce Lexington, Falon accumulated over 11 years of professional experience in the telecommunications industry, specializing in marketing research, product management, and systems analysis. She is deeply committed to fostering relationships within the local small business community, aiming to ensure that every entrepreneur has the requisite knowledge and access to capital for success in their endeavors. Outside of her professional responsibilities, Falon actively engages with her community in various capacities. She holds memberships in the Beta Gamma Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated®, the Central Kentucky Chapter of Jack and Jill of America, Inc., and serves as the Children and Youth Ministry Leader at First Baptist Church Bracktown. Falon holds dual bachelor's degrees in Computer Information Systems and Marketing from Grambling State University, along with an MBA from the University of Texas at Tyler, specializing in Marketing.

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RESUMES

ROBERT L. QUICK, IOM, CCE

Phone: 859-226-1616 | E-Mail: bquick@commercelexington.com

CURRENT POSITION

Commerce Lexington Inc., President, and Chief Executive Officer, 2001–Current

- 1,900-plus member chamber of commerce & economic development group
- 5+ million-dollar operating budget
- Commerce Lexington Inc. formed on January 11, 2004, when the Greater Lexington Chamber of Commerce, Lexington United (Economic Development Group), and the Lexington Partnership for Workforce Development merged.
- Commerce Lexington Inc. is the lead business organization in Central Kentucky for advancing economic development (entrepreneurial start-ups, expansion, retention, and recruitment), public policy, leadership development, domestic and international benchmarking, minority and small business development.
- In 2016, the organization achieved the highest industry distinction being named the Association of Chamber of Commerce Executives, 2016 Chamber of the Year.
- 2018, 2020, & 2021 TOP Economic Entity.

PAST PROFESSIONAL EXPERIENCES

- Metropolitan Evansville (IN) Chamber of Commerce, President and Chief Executive Officer, 1994- 2001
- Iowa City Area Chamber of Commerce, Executive Vice President, 1989 – 1994
- Iowa City Area Chamber of Commerce, Vice President Membership Development, 1988 - 1989
- World Agricultural Expo, Assistant Manager, 1987-1988 (Top 10 World Agricultural event – 1988)
- Ralston-Purina, Inc., Sales Representative, 1985-1987
- United States Department of Agriculture (U.S.D.A.) Economics Division, Economist Assistant, Washington D.C. 20250. May – August 1983
- United States Department of Agriculture (U.S.D.A.), Office of the Secretary – John R. Block, Public Liaison Office, Administrative Assistant, Washington, D.C. 20250. May – August 1982
- National Secretary, National FFA Organization, Alexandria, Virginia 1980-1981
- State President, Illinois FFA Organization, Roanoke, Illinois 1979–1980

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History of Organization and Statement of Qualifications

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RESUMES | ROBERT L. QUICK (CONT.)

PROFESSIONAL ACTIVITIES

- Commerce Lexington Inc., Board Secretary, 2001 – Current
- Lexington Strides Ahead Foundation, Inc., Board of Directors, 2014 – Current
- Business & Education Network (B.E.N.), Board of Directors, 2004 – Current
- Lexington Industrial Foundation, Board Secretary, 2001 – Current
- Federal Reserve Bank of Cleveland - Cincinnati Branch, Lexington Business Advisory Council, 2009 - Current
- Chamber of Commerce of the United States, Chamber of Commerce Committee of 100, 2004 - Current
- Association of Chamber of Commerce Executives (A.C.C.E.)
 - *Benefit Trust Board, Six-Year Term, 2015 – 2020; Board Chair – 2019, 2020*
 - *Past-Chair, Certified Chamber Executive (C.C.E.) Commission Board*
 - *Past ACCE Board Member*
- Central Kentucky Regional Public Policy Group, Group Co-Founder
- Downtown Lexington Partnership, Advisory Board

COMMUNITY INVOLVEMENT

- YMCA of Central Kentucky, Past Board Member, 2010 - 2014

PROFESSIONAL AFFILIATIONS

- Association Chamber of Commerce Executives (A.C.C.E.)
- Chamber of Commerce of the United States

PERSONAL INFORMATION

- Hometown: Bement, Illinois
- Family: Julie A. Quick – Wife, 3 Adult Children
- Church: St. John's Lutheran Church; Church Leader
- Interests: Sports-Softball, Snow Skiing, Basketball; Reading-Business and Political Leadership Books

Education: University of Illinois, Bachelor of Science, Agricultural Economics, 1985

Professional Certification: Certified Chamber Executive (C.C.E.), 1999–Current

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History of Organization and Statement of Qualifications

B.1 – B.3

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RESUMES (CONT.)

GINA HAMPTON GREATHOUSE

Phone: 859-226-1623 | E-Mail: ggreathouse@commercelexington.com

A dedicated and respected community and economic development professional. Over 30 years of experience in the economic development field, with over 25 of those being focused on improving and promoting the Great Lexington Region. Team leader, creative, energetic, outspoken, outgoing, willing to go the extra mile.

EXPERIENCE

Commerce Lexington Inc. Executive Vice President, Economic Development 2018 - Current

- Manage the economic development team in initiating, developing, and maintaining programs that attract and grow jobs and capital investment to Lexington and the Bluegrass region.
- Manage business attraction efforts focusing on recommended strategic focus areas including, but not limited to Biopharma, Business and Professional Services, AgBio/Agtech, Marketing/Design, Medical Devices, and others.
- Interact with leading national & global site selection consultants, leaders, and real estate brokers.
- Implement economic development goals and objectives for the Lexington and the Bluegrass area and interface and coordinate with clients and various community and regional partners.
- Manage implementation of a \$1,000,000 budget including RFP/ grant writing, fundraising, and building sponsorships.
- Responsible for over 25 years of fundraising for the economic development team via the Full Stride Capital Campaign and City funding. Raised over \$30,000,000.
- Maintain strong relationships with local CEOs to connect to learn trends, needs, and partnerships.
- Direct the Commerce Lexington project management team to achieve the goals for the Lexington Economic Partnership initiatives such as Business Retention and Expansion outreach, new and expanding business project activity, minority business opportunities, and site visits.
- Coordinate the efforts of the regional Bluegrass Alliance (BGA). Organize marketing trips to major cities with site selection consultants for Lexington and the BGA regional partners.
- Represent and share Commerce Lexington's economic development mission at regional, national, and global events. Biotechnology Industry Organization (BIO), Select USA, Area Development Forums, Consultant Connect.

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RESUMES | GINA HAMPTON GREATHOUSE (CONT.)

- Represented the Lexington and the Bluegrass on trade missions to Japan, China, Germany, Dubai, and the United Kingdom. Interfaced with existing businesses with operations in those countries.
- Interact with state, local and federal officials. Governor's Office, Kentucky Cabinet for Economic Development various Kentucky State Agencies, Congressional Offices, and others.

Commerce Lexington Inc., Lexington, KY Senior Vice President, Vice President—Economic Development (2004–2018) Senior Project Manager, Project Manager(1995-2004)

- Worked with economic development team charged with promoting Lexington and Central Kentucky as a profitable place for companies to locate and expand.
- Managed business attraction efforts with focus on strategic targets in technology including data centers, manufacturing, business and professional services, life sciences, and distribution.
- Assisted new and existing clients in the site selection process by providing necessary information, such as financing, taxes, state/local incentives, workforce data and training, real estate, utilities, and local business connections.
- Managed a six-person project management team focused on the core economic development practices.
- Maintained and cultivated relationships with investors, board of directors, elected officials, site selection consultants, and economic development professionals.
- Coordinated regional strategic plan for economic development.
- Managed marketing initiatives in collaboration with team and marketing agency to promote Lexington and Central Kentucky as a place for business.

Kentucky Cabinet for Economic Development Project Manager (1993–1995)

- Responsible for promoting economic development in Kentucky by marketing and recruiting new companies to locate or expand into all areas of Kentucky.
- Responsible for preparing financial proposals used to recruit manufacturing and service companies.
- Assist clients with site selection process through all phases of project.
- Liaison between various state governmental agencies with clients.
- Located over 30 new companies across Kentucky which lead to the creation of over 3,800 jobs.

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RESUMES | GINA HAMPTON GREATHOUSE (CONT.)

Kentucky Cabinet for Economic Development Assistant State Enterprise Zone Coordinator (1990–1993)

- Responsible for promoting economic development in Kentucky by marketing and recruiting new companies to locate or expand into Kentucky's 10 Enterprise Zones.
- Coordinated and presided over monthly meetings of the Kentucky Enterprise Zone Authority.
- Responsible for managing and coordinating various activities of the ten local zone administrators.

Kentucky Governor's Office for Policy and Management Policy Budget Analyst Senior (1990), Policy Analyst (1988–1990)

- Responsible for analysis of Policy and Budgets of Kentucky's Educational System which involved the preparation of biennial budget, reports, briefing documents and other materials for presentation to the State Budget Director, the Governor, Executive Branch Officials and others.
- Instrumental in the preparation of the 1990 Kentucky Education Reform Act.

EDUCATION

University of Kentucky, Lexington, KY

- Bachelor of Business Administration, Graduated May 1988 with Honors

COMMUNITY AND INDUSTRY INVOLVEMENT

- International Economic Development Council, Member
- Industrial Asset Management Council, Member
- Kentucky Association for Economic Development (KAED), Board Member
- Japan America Society of Kentucky
- American Chamber of Commerce Executives
- LexArts, Board of Directors
- Opportunities for Work and Learning (OWL), Board Member
- 2016 KAED Economic Development Professional of the Year
- Member of the 2016 American Chamber of Commerce Executives Chamber of the Year team
- President of Opera House Square Neighborhood Association

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RESUMES (CONT.)

TYRONE TYRA

Phone: 859-223-6233 | E-Mail: ttyra@commercelexington.com

Extensive experience as a senior level administrator in an economic development agency; direct sales for national corporations; business trainer and consultant; entrepreneur; Key manager of Chamber named 2016 American Chamber of Commerce Executives Chamber of the Year; and business manager for the company designated as the 2002, 2001, 2000 Small Business Association's Micro-lender of the Year.

EXPERIENCE

Senior Vice President Community & Minority Business Development, Commerce Lexington, 2016-Present

Vice President Community & Minority Business Development, Commerce Lexington, 2005- 2016

Vice President for Business Development, Community Ventures Corporation (CVC), 1995-2005

ACCOMPLISHMENTS

- Key Contributor to Commerce Lexington's 2016 American Chamber of Commerce Executives National "Chamber of the Year Award"
- Responsible for 57% increase in Ethnic Minority membership in first 15 months with Commerce Lexington
- Created Minority Business Accelerator in 2013
- Coordinated over \$13.5 million in procurement opportunities for Minority Business Enterprises
- Grew Access Loan Program for \$4.2 to \$23 million
- Expanded lending partners from 12-26
- Expanded CVC's client list from 65 to 320 in 6 years
- Managed over \$1 million SBA loan portfolio
- Instrumental in developing networks to supply CVC with expanding markets
- Increased service area from 17 to 31 counties including three satellite offices
- CVC's Business Division named 2002, 2001, & 2000 U.S. Small Business Administration's Micro-lender of the Year

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RESUMES | TYRONE TYRA (CONT.)

RESPONSIBILITIES

Marketing

- Growth of Minority Business Accelerator
- Promotion of Access Loan Program
- One-on-One technical assistance to perspective business owners & entrepreneurs
- Coordinating with other regional supplier diversity firms to grow participation
- Increased client base by building a network via participation in diverse organizations and events
- Support Commerce Lexington with membership in national and regional organizations
- Working with national for-profit corporations to connect local minority business enterprises
- Provide support to small chambers in the region in assisting businesses with access to capital
- Support Commerce Lexington with membership on several community board
- Presented to several community organizations no less than 15 times yearly on CVC's programs and services
- Coordinated and supervised the business division's comprehensive recruitment efforts

Management

- Manage 5-8 Minority Business Accelerator members
- Coordinating consultant activities to assist MBE's
- Management of Minority Business Development Advisory Committee
- Synchronize activities of Access Loan Sub- & Full committees
- Timely reporting to Commerce Lexington Board of Directors
- Technical assistance to start-up & existing small businesses
- Supervised 6-7 Business Development Specialists
- Managed department budget of over \$750,000
- Responsible for training and development of a nationally recognized staff.
- Determined credit potential and liability of clients

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RESUMES | TYRONE TYRA (CONT.)

- Project director for several CDBG and loan funds including partnership grants with Kentucky State University, Small Business Administration Loan Fund and School-to Work grant
- Recruited and serviced 13 in-house incubator clients

Strategic Planning

- Created a business plan and mission statement for CVC's business development division including research, data analysis, and action plans to meet increasing demands for clients
- Executed plan using a multi-tiered continuum of services
- Developed methods and procedures for recovery on defaulted loans

Collections

- Responsible for recovery of defaulted and delinquent loans
- Served as collections' liaison for staff on defaulting clients
- Operated as Legal contact to report to CFO

Business Development Specialist Community Ventures Corporation (CVC), 1995-2002

ACCOMPLISHMENTS

- Successfully managed client portfolios of \$250,000
- Decreased delinquency rate by 12%
- Increased client base by 5%
- Developed training curriculum for Business, Planning and Feasibility program

RESPONSIBILITIES

- Supported entrepreneurial recruitment in 17 Bluegrass counties
- Provided classroom training and technical assistance to new business developers focusing on budget development, market research, basic accounting and inventory management
- Provided ongoing assistance throughout the development of clients' businesses
- Assisted in securing funding for clients
- Determined credit potential and liability of applicants
- Coordinated loan application process from application through disbursement
- Provided post-loan technical assistance

B

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RESUMES | TYRONE TYRA (CONT.)

PROFESSIONAL AFFILIATIONS

Kentucky Chamber of Commerce Small Business Council-2012-Present

American Chamber of Commerce Executives' Diversity Equity & Inclusion Division
Member, Kentucky Supplier Diversity Collaborative

Vice Chair of Mayor's Economic Development Committee Kentucky SBA Lenders
Conference Committee

Member, former Co-Chair Bluegrass Minority Business Expo Committee
Commerce Lexington Access Loan Committee- 2001 to Present Lexington Transit
Authority-2007-2013

Member United Way of the Bluegrass Board of Directors- 2007- 2017

B

History of Organization and Statement of Qualifications

B.1 – B.3

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.

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

RESUMES (CONT.)

NIKI GOLDEY

Phone: 859-226-1622 | E-Mail: NGOLDEY@commercelexington.com

EXPERIENCE

Commerce Lexington, Inc. Director of New Business Development, Economic Development, 9/2022 - current

- Assist the Executive Vice President for Economic Development and team in strategic planning of marketing initiatives to recruit new primary business to the central Kentucky region.
- Attend national forums, conferences, and trade shows to demonstrate central Kentucky's quality of life and opportunities for business development.
- Initiate and manage new business prospect activity and coordinate site visits with state, local, and industry partners as necessary.
- Work alongside internal team to support existing business retention, expansion, and entrepreneurial development.
- Collaborate with regional economic development partners to coordinate meetings, special events, programs, and project updates.
- Demonstrate ability to analyze and communicate data relevant to workforce, wages, tax revenues, capital investment, real estate development and other primary economic development factors as appropriate.
- Coordinate economic development packages with Kentucky Cabinet for Economic Development & Lexington-Fayette Urban County Government to demonstrate central Kentucky's primary assets.
- Assist clients and site selection consultants in obtaining information on environmental regulations, transportation, utilities, real estate options, available incentives, and funding sources, etc.
- Remain current about federal, state, or local legislation/regulation changes, which affect economic development.

Director of Communications, VisitLEX, August 2008-July 2022

- Responsible for attracting media professionals to facilitate travel articles.
- Developed and maintained relationships with editors and freelance journalists.
- Facilitated internal and external communication plans on behalf of leisure, meeting sales and organizational marketing efforts.
- Managed relationship with national PR firm and local agency.
- Planned and executed media events in feeder cities.

B

History of Organization and Statement of Qualifications

B.1 – B.3

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RESUMES | NIKI GOLDEY (CONT.)

- Prepared itineraries and hosted domestic and international journalists.
- Created, prepared, scheduled and distributed e-marketing messages to key leisure travel markets, industry partners, convention sales markets and community leaders.
- Wrote and distributed press releases.
- Maintained media relations and film sections of VisitLEX.com.
- Managed photo/video libraries and delivered assets for internal and external projects.
- Contracted with photographers and collaborated with agency of record to ensure photo/video library contained necessary assets for VisitLEX projects.
- Wrote and edited articles for incoming groups to increase meeting attendance.
- Maintained working knowledge of new developments in Lexington and the region.
- Coordinated with broadcast media, film crews and the KY Film Office/Commission.
- Worked with marketing team on social media outreach and managed influencer relationships.
- Maintained CRM, tracked coverage and sent reports to staff and industry partners.

Media/Communications Manager, Lexington Convention and Visitors Bureau, July 2002-July 2008

- Proactively facilitated editorial opportunities by attending media showcases and developing relationships with editors and freelance journalists.
- Planned all itineraries and entertained all incoming domestic and international media.
- Responded to requests from all media.
- Tracked editorial coverage and maintained communications CRM.
- Managed photography and video assets.
- Produced and maintained marketing/promotional materials.

B

History of Organization and Statement of Qualifications

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RESUMES | NIKI GOLDEY (CONT.)

Marketing/Information Services Assistant, Lexington Convention and Visitors Bureau, August 2000-June 2002

- Responded to requests from media for information on Lexington.
- Tracked editorial coverage and maintained communications CRM.
- Assisted sales team in the development and execution of familiarization programs.
- Updated and maintained internal systems and materials.
- Assisted in development of collateral materials.

EDUCATION

Bachelor of Arts, Business Administration with Marketing Emphasis, 2000, Transylvania University

PROFESSIONAL AND COMMUNITY INVOLVEMENT

2000-2022	Public Relations Society of America, member
2000-2022	Kentucky Tourism Industry Association, member
2020-2022	Kentucky Film and Digital Entertainment Association, Inc., board member
2022-present	Kentucky Association for Economic Development, member
2023-present	International Economic Development Council, member
2024-present	Southern Economic Development Council, member

B

History of Organization and Statement of Qualifications

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

RESUMES (CONT.)

CHERYL L. KLEVER

Phone: 859-227-0911 | E-Mail: cklever@commercelexington.com

EXPERIENCE

Director of Retention & Expansion, Commerce Lexington Economic Development 10/2019–CURRENT

- Collaborates meetings between various organizations and existing business community to support workforce development, provide knowledge on training grants, tax incentives and current business climate in Fayette County and region.
- Connects employers and employees to encourage workforce development.
- Monitors, manages compliance reports and projects pertaining to workforce development in central Kentucky region.
- Develops and initiates industry specific network events to provide best practices, and monitors performance.
- Identifies and reviews funding contracts to ensure compliance.
- Maintains open communication by presenting regular updates on project status to employers, economic development, and executive team members.
- Fosters relationships with existing business community and stakeholders to promote positive working relationships.
- Identifies plans and resources required to meet project goals and objectives.
- Heads team projects specializing in design and launch activities.

Development Manager, Community Action Council 9/2011–9/2019

- Partnered with board of directors, senior management, and department to align project goals with business strategy and define project milestones.
- Managed and coordinated solicitation of private, corporate and foundation gifts to secure unrestricted revenue.
- Identified funding opportunities and lead the planning and implementation of all fundraising opportunities and events to meet annual development goals, including annual giving and planned giving initiatives.
- Recruited and managed tasks, time sheets and coordination of volunteers
- Created and managed annual signature fundraiser event to secure stakeholder commitments and created public awareness for organization.
- Drove departmental performance and achievement of service levels through focused team operational reviews, structured coaching and managing to enterprise targets.

B

History of Organization and Statement of Qualifications

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RESUMES | CHERYL L. KLEVER (CONT.)

EDUCATION & CERTIFICATIONS

August 2011, Bachelor of Science, Communication, University of Kentucky

June 2004, Associate of Science, Liberal Arts and General Studies, Harrisburg Area Community College

SKILLS

- Professional Leadership skills
- Sensitive to diversity
- Passionate about community
- Tenacious spirit to achieve goals
- Distinguished written and verbal communication
- Dedicated to enhancing quality of life

ACTIVITIES

I've been invested in community engagement since 2009 when I volunteered to be a Troop Leader for Girl Scouts of America. Since then, I've discovered ways to stay involved with various committees, organizations, and community driven conversations. During my career at Community Action Council, I joined the Employee Engagement Committee, registered as an Emerging Leader at Commerce Lexington, facilitated, and hosted annual On the Table discussions, joined Lexington Forum as a member, and accepted the nomination as Board member for LFUCG Neighborhood Action Match Board which I am still involved. In 2017, I became a Certified Community Action Professional. Between 2019 and 2021, I was the President for Parent Teacher Student Association and Track & Field Booster Club. To date, my children and I volunteer at the Salvation Army.

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History of Organization and Statement of Qualifications

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RESUMES (CONT.)

KATIE VANDEGRIFT

Phone: 859-226-1621 | E-Mail: kvandegrift@commercelexington.com

EXPERIENCE

Director of Marketing & Research, Commerce Lexington Economic Development, 2020–Current

- Collaborate with the economic development team to drive recruitment, support existing businesses, and foster entrepreneurial growth.
- Maintain comprehensive logs and databases of business interactions, tracking employment trends, wages, and regional company challenges
- Monitor news outlets to stay abreast of client activities and pertinent economic developments.
- Assist in crafting proposals detailing Lexington's corporate climate, encompassing taxes, financing, incentives, labor, and workforce data.
- Provide clients and consultants with crucial information on regulations, transportation, utilities, real estate, and funding sources.
- Manage marketing initiatives and social media promotion to position Lexington as an attractive business destination.
- Write articles for various publications and manage content for the Locate in Lexington website and associated social media.
- Monitor legislative and regulatory changes impacting economic development.
- Participate in recruitment trips, trade shows, and special events as needed to meet prospects and partners.
- Maintain relationships with regional leaders, economic developers, chamber executives, consultants, and staff at the Kentucky Cabinet for Economic Development
- Assist the Executive VP with business briefings, board reports, and preparing metric reports for local government officials
- Respond to RFPs, manage prospect inquiries, and coordinate press releases and business profiles.
- Regularly update and maintain statistical data for chamber publications and the Greater Lexington Business Prospectus
- Conduct quarterly real estate tours, and maintain a comprehensive commercial real estate database for Lexington and the region
- Develop methodologies for analyzing business location trends and supporting recruitment efforts, including arranging community visitations, and preparing local economy overviews.

B

History of Organization and Statement of Qualifications

B.1 – B.3

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RESUMES | KATIE VANDEGRIFT (CONT.)

Marketing & Administrative Manager, Commerce Lexington Economic Development, 2019–2020

- Supported the process for business expansion/relocation in Lexington and the region
- Managed overall office operations for Economic Development Division, including inventory management, telephone inquiries, correspondence assistance, and equipment maintenance.
- Provided administrative support to economic development team and CEO by coordinating meeting set-up, ordering lunches, and maintaining a professional office environment
- Assisted with updates to websites, e-newsletters, and commercial property databases
- Supported Economic Development Department with administrative tasks, event preparation, editing press releases, and delivering department materials.
- Coordinated program logistics, including distribution lists, meeting notices, reservations, billing, and event set-up; updated program website regularly.

Personal Banker, WesBanco/United Bank & Capital Trust Company (merged in 2018), 2018–2019

- Proactive member of the banking center team by being an initial contact for new and existing clients.
- Identified and resolved complex customer service opportunities and issues.
- Supported the retention and growth of profitable client relationships through sale of basic deposit and consumer loan products.
- Analyzed required financial and personal data to cross sell products and services to the customer.

BSA Compliance Analyst, WesBanco/United Bank & Capital Trust Company, 2017–2018

- Provided strategic and comprehensive review of OFAC and 314a cases to ensure compliance with regulatory standards and internal requirements.
- Oversaw the generation of CIP and MOI reporting.
- Held accountable for Subpoena log management.
- Aided in CRA reporting and the performance of SAR research.
- Conducted monthly monitoring of high-risk consumers.
- Performed in various capacities as a BSA Specialist II, Deposit Compliance Specialist and Title Insurance Specialist as needed.

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History of Organization and Statement of Qualifications

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RESUMES | KATIE VANDEGRIFT (CONT.)

- Served as the Compliance Committee Secretary

Risk Support Specialist, WesBanco/United Bank & Capital Trust Company, 2017

- Served in a role providing support to the Enterprise Management Department, aligning performance with organizational objectives.
- Prepared materials utilized in various meetings.
- Purchased and administered supplies and maintained supply storage.
- Analyzed and updated vendor management documents.
- Held accountable for records management specific to Attorney liability insurance, subpoena log, fraud files, after-hours call list, and calendars.
- Approval authority for liability insurance.
- Performed tasks as the Title Insurance Specialist in their absence.

Bank Teller, WesBanco/United Bank & Capital Trust Company, 2015–2017

- Engaged with customers to assess needs, present solutions, and answer banking inquiries.
- Processed monetary transactions including deposits, withdrawals, and payments.
- Presented new and additions solutions to clients.
- Balanced the vault and ATM transactions daily.
- Performed onboarding activities in support of new customers

Office Manager, Lantern Hill Farm 2012–2017

- Managed administrative functions through the oversight and performance of various duties.
- Processed monthly client billing.
- Organized logistics of thoroughbred sale consignments.
- Oversaw records management of farm data.

B

History of Organization and Statement of Qualifications

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RESUMES | KATIE VANDEGRIFT (CONT.)

EDUCATION AND CERTIFICATIONS

Master of Business Administration, 2021, Midway University

Bachelor of Science, Equine Health & Rehabilitation, 2012, Midway University

Kentucky Institute for Economic Development, 2020

Leadership Lexington, 2023

PROFESSIONAL AND COMMUNITY INVOLVEMENT

President - Midway Woman's Club, 2020 – present

Treasurer - Midway Woman's Club, 2012 – 2020

Board Member - Woodford County Economic Development Authority 2017–2019

Chair & Founder - Midway Childcare Task Force, 2017–2019

Campaign Manager / Treasurer - Grayson Vandegrift for Mayor 2014 & 2018

Co-coordinator - Midway Fall Festival, 201

B

History of Organization and Statement of Qualifications

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

RESUMES (CONT.)

FALON MOORE MCFARLAND

Phone: 859-226-1621 | E-Mail: fmcfarland@commercelexington.com

EXPERIENCE

Project Manager, Commerce Lexington Economic Development, 10/2023 – Present

- Manages the Full Stride Capital Campaign approaching \$1 million in investments.
- Manage the facilitation of financial literacy classes sponsored by minority business development from planning to execution.
- Coordinates networking events such as the Opportunity Exchange
- Provides technical support to aspiring and existing small business owners.
- Assists in the marketing management of the Economic Development and Community & Minority Business Development social media platforms.
- Provides editing and production of articles for the Economic Development and Community & Minority Business department in our business publication, press releases, board reports, and newsletters.
- Creates presentations, detailing the program elements of Community & Minority business platform to aspiring and existing business owners.
- Represents Commerce Lexington at networking events and community partnership programs.
- Manages the marketing of Community & Minority Business programs including content creation for financial literacy classes via social media and advertisements; creation of marketing materials used in magazine publications, sponsorship materials, and news journals; co-coordinated, co-wrote and reviewed video content for 10th Anniversary of the Minority Business Accelerator program.
- Assist with Ribbon Cuttings and other Full Stride/Top Investor events.
- Oversees administrative support to the team.
- Assist in the maintenance of commercial real estate databases and community and minority business development website.

Administrative Project Coordinator, Commerce Lexington Economic Development, 7/2021–10/2023

- Coordinate and assist with the activities and special projects of Community & Minority Business Development, such as the Opportunity Exchange, FDIC backed Money Smart for Small Business classes, and the LFUCG Small Business Economic Recovery Grant.

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History of Organization and Statement of Qualifications

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Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.

RESUMES | FALON MOORE MCFARLAND (CONT.)

- Manage new prospect projects for the Economic Development team through assisting clients and site selection consultants in obtaining information on environmental regulations, transportation, utilities, real estate options, available incentives, and funding sources, etc.
- Oversees administrative functions, assist with event preparation and coordination, and supplies for special events including Geeks Night Out, Networking Groups, Ribbon Cuttings, etc. Assist Department with editing and production of press releases, board reports, newsletters, project/client materials, etc.
- Assist in the management of social media platforms and commercial real estate databases.

Lumen Technologies (formerly CenturyLink, Incorporated) – Monroe, LA, 7/2005–11/2016 | Product Manager, Senior/Lead Analyst, Business Systems, Product Integration - Marketing

- SME Analyst for L-Qwest CRIS/ACSR billing systems for HSI Promotions and Prism Product and Promotion set up.
- Cross-functioned with IT, Billing, Process, and Segment partners daily to ensure accurate pricing, front-end rep and Online visibility, accurate scenario availability, and accurate bill formatting.
- Developed specific requirements and delivered to IT, based on the needs of the Product Segment team.
- Assumed Responsibility for L-CTL Ensemble billing system for HOA and MDU Product and Promotions.

Analyst I, Coordinator – Product Support - Marketing

- Consistently achieved high standard of billing code quality for setup in billing, tables, sales, ordering, provisioning and reporting.
- Led, guided, and instructed new hires in daily processes for accurate billing code set up, conversion related tasks such as data querying, early termination fees, quality assurance, and system integration.
- Implemented matrix for HOAs during early phases of price plan setup to assist in quality billing code setup, provisioning documentation. These matrices now serve as a reference for future HOA/MDU setup as well as reference for Customer Service account set up and training documentation.

Market Research Analyst - Marketing

- Researched industry competitors via cold calling techniques, website analysis.
- Created content for small focus groups.

B

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RESUMES | FALON MOORE MCFARLAND (CONT.)

- Wrote surveys targeting consumers and potential consumers in various service markets.

EDUCATION AND CERTIFICATIONS

- 2020 Master of Business Administration, University of Texas at Tyler
- 2005 Bachelor of Science, Computer Information Systems, Grambling State University
- 2005 Bachelor of Science, Marketing, Grambling State University
- 2021 Kentucky Institute for Economic Development – Coursework Completion

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- 2022–Present Central Kentucky Chapter of Jack and Jill of America, Inc.
- 2021–Present Kentucky Association for Economic Development 2021–Present Beta Gamma Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated
- 2021–Present Children & Youth Ministry Leader, First Baptist Church Bracktown
- 2012–2015 Longview (TX) Habitat for Humanity

B

History of Organization and Statement of Qualifications

B.4

Describe why your organization is best suited for selection of the project on behalf of LFUCG.



AREA DEVELOPMENT



HERE'S OUR PROOF

The Lexington-Fayette Urban County Government (LFUCG) has partnered with Commerce Lexington for many years to provide continuity and enhanced focus in the areas of business, economic development, minority business development, and workforce development. This partnership and its funding from the LFUCG have leveraged additional funding from the private sector resulting in a greater than 3 to 1 ratio. The business relationships that come with it are invaluable. We have grown from a small recruiting and marketing organization once known as Lexington United, to a very strong organization that is deeply committed to Lexington and the Bluegrass Region. Here's our proof:

COMMERCE LEXINGTON AWARDS AND RECOGNITIONS

Large Metro Economic Development Organization, *Business Facilities* (2024)
 First-Rate Economic Development Agency, *Southern Business & Development* (2020)
 Unity Award, Alpha Beta Lambda Chapter Education Foundation (2022)
 Mac Conway Award for Excellence in Economic Development, *Site Selection Magazine* (2018, 2020 & 2021)
 #1 Chamber of the Year, *Association of Chamber of Commerce Executives* (2016)
 Economic Professional of the Year, Gina Greathouse, *KAED* (2016)
 ACCE's Grand Award – Communications & Marketing – “Here's our Proof” (2015)
 Marketing Campaign Marketing Slogan of the Year Winner, *fDi Intelligence* (2017)
 Perfect Score, Existing Business Support, *Financial Time-Nikkei* (2022 – 2023)

LEXINGTON AWARDS

#10 Top Metro by Number of Economic Development Projects, *Site Selection Magazine* (2023)
 #7 Top Metro by Number of Economic Development Project per Capita, *Site Selection Magazine* (2023)
 #7 Mid-sized Metro with Best Business Climate, *Business Facilities* (2023)
 Leading Metro Location for Economic Growth, *Area Development* (2023)
 #8 Best Cities for Food Manufacturing, *Global Location Strategies* (2023)
 #3 Friendliest City in the US, *Readers' Choice Awards* (2023)
 #2 Best Run City in America, *WalletHub* (2023)
 Top 100 Best Places to Live in the U.S., *Livability* (2023)
 13th Most Educated City in Advanced Degrees, *U.S. Census* (2023)

STATE AWARDS

Top Five State by Number of Economic Development Projects Per Capita (Kentucky), *Site Selection Magazine* (2019 - 2023)
 Top Ten State by Number of Economic Development Projects (Kentucky), *Site Selection Magazine* (2019 -2020 & 2022)
 Gold Shovel Award (Kentucky), *Area Development* (2022 & 2023)
 Silver Shovel Award (Kentucky), *Area Development* (2019 & 2020)

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS

"I wanted to write a brief note describing the very positive experience we had hosting one of our Destination Summits in Lexington in partnership with the Commerce Lexington team. We do these events all over the Country and it doesn't happen often where we work with a team that is as detail oriented as us! In hosting 9 site consultants and 7 economic developers, the Commerce Lexington left no stone unturned as they rolled out the red carpet for the guests. They really provided a unique experience to those on the ground and the site consultants left Lexington with a very positive updated perception of the region. They also have a very engaged group of partners and stakeholders that really helped to tell the Lexington story. The region has a lot to offer and consultants truly believe it is a region that has a high opportunity for growth!"

–Nick Riashi, Sr. Director, Consultant Connect

"I am just arriving back in Tryon, NC after a wonderful few days in your beautiful city. From my experience it's rare that a city the size of Lexington is able to retain the charm that I discovered during my visit. Thank you as our hosts for making the visit experiential, informative and entertaining. That's a winning combination."

–James Blair, Managing Director, Navigator Consulting

"Thanks again for hosting lunch yesterday. I was really impressed by that three-county collaboration on the development of that new site. I can't say I've even seen that kind of skin-in-the-game collaboration. Let me know if I can ever help you all out. If I get down that way, I'll be sure to let you know."

–Jacon Everett, CECD, Founder, Corsa Strategies

"Thanks so much for hosting lunch yesterday. It was very well done and informative. I hope we have the opportunity to work together in the future."

–Chad Sweeney, Sr. Principal, Ginovus

"I know I'm biased as I do own horses and love the equine industry, but I can say that this is one of the more interesting community visits I've made. We walk through a lot of community colleges and technical schools on these types of visits which is great, but you all took it up a notch by taking us to see the equine hospital. I learned a lot about your community and was glad to participate."

–Kathy Mussio, Partner, Atlas Insights *(phone conversation)*

"I enjoyed attending Commerce Lexington's consultant event at Fasig-Tipton. It was a very unique event mixing area CEOs, government officials, and visiting site selection consultants. Witnessing first-hand how Commerce Lexington works to attract new business to the area was impressive and I look forward to future collaboration."

–Allen Waugerman, President & CEO, Lexmark

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"After almost 40 years as an Economic Developer, I have never been more excited to participate with our partners in Madison, Fayette and Scott Counties to implement a true benchmark regional Business Park. From the time we (the partners) met together with SSG on our site visit and developed our "plan" on how to structure a collaborative and cooperative venture, the process is working. I have always been proud of our teamwork with Fayette County and Commerce Lexington and now truly bringing together the essence of regionalism and it "can and will work."
–Jack Conner, Executive Director, Scott County United

"When assembling the sales team for prospect visits, Commerce Lexington has the RIGHT people at the table. They keep us engaged in the process of RFPs. They know when to ask for assistance. Commerce Lexington's economic development team takes a comprehensive approach to fostering economic growth, staying attuned to trends and emerging technologies, and leveraging industry expertise to position Lexington and the surrounding region for continued success. Columbia Gas proudly supports its dedication to fostering growth and creating opportunities in Lexington and the entire region."
–Tyler Burke, Manager, Large Customer Relations & Economic Development, Columbia Gas

"CLARK, a top 10 global forklift manufacturer with its North America headquarters and manufacturing in Lexington, KY, made a commitment to the region over 40 years ago and continues to enjoy its business relationship with the community, especially in Fayette County. Commerce Lexington provided vital support early on with everything from land development contacts and local land availability to personnel seeking employment. They have always had the pulse of the county, and knew where to turn when we needed local support. Their organization's contact support and credibility have introduced CLARK to the community through various programs, most notably the annual Train the Trainer program during National Forklift Safety Day. CLARK's participation in the Regional Leadership Council has become a critical part of their long-range business planning, providing unparalleled cohesive reporting and dialogue. As a Full Stride Investor, CLARK believes in the power of a strong local Commerce and looks forward to many more years of collaboration with Commerce Lexington."
–Dennis Lawrence, President and C.E.O.

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Commerce Lexington has been instrumental in the following areas and events: Hosting incentive forum for existing BGS businesses. Cultivating growth through incentives for potential businesses at BGS. Providing step by step growth path for KD Analytical, an existing BGS business. Invited and assisted with tours and business plans for potential business, MEOS."

—General Steve Collins, Director, Bluegrass Station, Department of Military Affairs

"I am writing this letter of recommendation on the programs and partnerships that have been created through Commerce Lexington and the Community and Minority Business Development Program. I have had the pleasure of working closely with Tyrone over a number of years. His leadership, dedication, expertise and commitment to fostering community minority business development has significantly enriched the efforts within this Community and region. While altering the landscape of business development and leveling the playing field. It has been nothing short of exceptional. His strategic insights and innovative approach have been instrumental in driving meaningful change towards business development and advancing the cause of Minority and Community Economic Development."

—Edward Holmes, AICP, President, EHI Consultants

Commerce Lexington has been a long-time supporter and partner with the University of Kentucky on many economic development programs and initiatives. While UK has been a general sponsor of many Commerce Lex programs, in recent years, that growth has focused on minority business development. There are a number of innovative programs offered by the Minority Business Development office, such as: Access Loan, Money Smart for Small Business classes, Minority Business Accelerator, Opportunity Exchange, and Black Faith Leaders Collaborative. In 2022, Commerce Lexington became one of the first supporters for the Turner-UK Construction Diversity Accelerator, a 10-week construction development program to upskill minority contractors to be more competitive in the construction industry. That support continues today. The program has graduated nearly 50 contractors who are capable of bidding on projects and winning contracts. Commerce Lexington also participates in other UK events such as: certification events, construction outreach events, veteran-owned business events, and events that support students on campus through diversity and hiring fairs.

—Marilyn Clark, Economic Inclusion Manager, University of Kentucky

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"VisitLex deeply appreciates the collaborative efforts and strategic partnership with CLX in promoting Lexington as a premier destination for business meetings and events. Our ongoing business outreach initiatives, supported by CLX, have been instrumental in attracting a diverse range of companies to host their meetings in Lexington. This partnership not only enhances our city's visibility as a top-tier meeting location but also drives economic growth and fosters a vibrant business community. Together, we continue to set new benchmarks in service excellence and create memorable experiences for all our corporate visitors."

—Mary Quinn Ramer, President, VisitLEX

"Commerce Lexington is a key partner to our economic development efforts at Kentucky Utilities. Their strength for collaboration makes it easy for our team to quickly respond to prospective and importantly existing customers. Commerce Lexington has strong relationships with many of our same stakeholders which make us more effective. They help us stay united to accomplish the same goals of seeing Lexington, the bluegrass region and the Commonwealth, grow and prosper. We at KU are proud to partner with Commerce Lexington."

—Roxann Fry, CECd, Manager, Business & Economic Development, LG&E and KU Energy LLC

"The University of Kentucky (UK) and Commerce Lexington have been working together for many years on economic development projects and marketing the central Kentucky region. It is a strong, mutually beneficial relationship. There are many examples of the good work these entities do together. One of the biggest is a major economic development agreement between UK and the City of Lexington government to create a 200-acre industrial park. This agreement originated in a land task force meeting where Commerce Lexington brought together representatives from government, business, UK, and other landowners. Other examples include:

- Assistance on a Product Development Initiative grant applications where UK received \$500,000 from the state to build laboratory space at the Coldstream Research Campus.
- Marketing UK's Coldstream Research Campus to prospective tenant and site selection consultants.
- Presentations on economic development and site development for visiting chambers of commerce looking at what Lexington has done well.
- Working together to sell the Bluegrass Region by assembling appropriate UK personnel to meet with business prospects.

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

- Revitalizing the Biotech industry affinity group and having a presence at the Biotech Industry Organization's (BIO) International Convention to enhanced research and development efforts at the university.
- We are proud of the work we have done together and appreciate the willingness of the Commerce Lexington Economic Development team to work with UK on mutually beneficial projects."

–George Ward, AVP for Economic Development & Real Estate, University of Kentucky

"Commerce Lexington has been a valuable partner to Belcan for nearly two decades. They have helped us in so many ways. Some examples are, navigating the complexities of government initiatives, real estate deals, event organization, and much more. They are a true partner and a valuable asset for businesses in central Kentucky."

–Ben Marsico, VP, Resource Alignment and Program Manager, Belcan

"University of Kentucky Innovation Connect has been pleased to partner with Commerce Lexington to foster a thriving ecosystem for innovation and economic growth in our region. Our collaboration on place-based federal grant programs such as NSF Engines and EDA Tech Hubs has laid the foundation for establishing robust technology hubs that drive progress and prosperity. The joint effort to create a Kentucky-themed footprint at the BIO International Conference in 2023 and 2024 has significantly elevated our profile in the BIO industry, to aid in attracting investments and spurring growth in life sciences investments and technologies in our region. Additionally, our continued coordination in attracting and nurturing businesses to the Bluegrass Region underscores our commitment to catalyzing sustainable development. Through strategic planning, roundtable discussions, and facilitating access to research and regulatory resources, we are collectively building a dynamic life sciences industry that promises enduring benefits for our region and beyond."

–Landon Borders, Innovation Connect Executive Director, University of Kentucky | Chelsea Ex-Lubeskie, Innovation Connect Manager, University of Kentucky

"The Kentucky Career Center – Bluegrass and Commerce Lexington has had an ever-growing partnership over the last several years. Commerce Lexington's work with the Lexington Economic Partnership has become a testament to their leadership and ability to bring organizations together for the common good and create a

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

positive lasting effect. The connections forged through their work on LEP has assisted workforce in the Bluegrass to create lasting connections with businesses and community partners in Fayette County. In addition, their skills and expertise regarding the Lexington-Fayette County economy have proved invaluable to planning workforce efforts for the county's citizens."

–**Rolando Thacker, Business Services Manager, Bluegrass Area Dev District | Staci May, Planning and Information Manager, Bluegrass Area Development District**

"The strong partnership between Bluegrass Community and Technical College (BCTC) and Commerce Lexington is invaluable as we advance workforce and economic development in Central Kentucky. Commerce Lexington's leadership in this space has greatly assisted BCTC's ability in providing high-quality, responsive workforce training across multiple industry sectors. Through Commerce Lexington's leadership and the LEP Program, BCTC has connected with many businesses and organizations to upskill their current workforce with new and emerging technologies as well as provide needed supports to assist new businesses in securing needed talent. In addition, Commerce Lexington has been a key leader in promoting work-based learning opportunities such as apprenticeships and internships for BCTC students as a mechanism for connecting talent to employers."

–**Erin Tipton, Ed.D., VP of Workforce and Economic Development, Bluegrass Community and Technical College**

"Kentucky American Water is proud to partner with Commerce Lexington and their team of economic development experts to drive growth and prosperity in the Central Kentucky region. Commerce Lexington fosters a thriving business environment that attracts new businesses, creates jobs and enhances the overall economic vitality of our region. Together we can build a strong foundation for a sustainable future that benefits us all."

–**Kathryn Nash, President, Kentucky American Water**

"Commerce Lexington has proven to be a valued partner of KY VALOR over the past few years. From inviting our team to networking opportunities with local businesses, to providing introductions to likeminded programs— we have greatly appreciated their support and ability to connect organizations together. Their knowledge of local industries has served as a helpful resource while we assist military families making Lexington their post-service home."

–**Nicki Stewart, Workforce Development Manager, KY VALOR**

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Kinetic appreciates the partnership and collaboration that we have with Commerce Lexington. Community success requires leadership from government and the business community working together. Commerce Lexington provides communication and the ability for businesses to make a difference in our community. Lexington is a wonderful place to live and work and we all have the responsibility to work together to make it a world class community!"

–Stephanie Bell, VP Government Affairs, Kinetic by Windstream

"Commerce Lexington is vital to the vibrancy and economic growth of the Central Kentucky region. By combining their vast experience and leadership skills with a steadfast commitment to the advancement of the region, Commerce Lexington skillfully navigates the complexities of prospective projects. They unite key stakeholders with a careful assessment of their client's needs to craft a winning package for both their clients and the region. R. J. Corman Railroad Company is proud to partner with Commerce Lexington and support the shared goal of fostering economic growth, attracting investment and creating prosperity that sustains our local communities for years to come."

–April Colyer, Commercial Development Manager, R.J. Corman

"The Office of Employer and Apprenticeship Services, in conjunction with the Kentucky Career Center, is proud to support the efforts of Commerce Lexington. Our inclusion in this vibrant group of community leaders allows us to highlight the services we can provide at the state level in order to support businesses and organizations with resources that are often overlooked. The collaboration with the Lexington Economic Partnership team allows us to collectively work together for the singular purpose of strengthening businesses within the community and following up to ensure the actions achieve the desired results. When organizations work together to achieve a common purpose great things can happen."

–Ben Richardson, Apprenticeship Workforce Consultant, Kentucky Education and Labor Cabinet

B

History of Organization and Statement of Qualifications

B.5

Provide references for completed projects similar to the project you have responded to in your proposal.

ENDORSEMENTS (CONT.)

"Since the early 1990s Lexington United, now folded into Commerce Lexington, has been providing economic development services to Lexington-Fayette County. During those three-plus decades Commerce Lexington has contributed to the team effort of all the notable economic development achievements in Lexington. In doing so, it has developed skills and expertise that make it inextricably linked with economic development in our community."

—Steve Byars, VP and Chief Investment Officer, Moneywatch Advisors / Board Chair, Commerce Lexington

"Commerce Lexington partners with the Kentucky Cabinet for Economic Development to collaborate on marketing new and existing buildings and sites using the ZoomProspector database. The up-to-date property information that Commerce Lexington and other local economic development partners across the state provide is important and crucial information that companies need to make a decision to locate and/or expand their business in Kentucky."

- Amy Mills, Sites & Buildings Specialist, Kentucky Cabinet for Economic Development

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

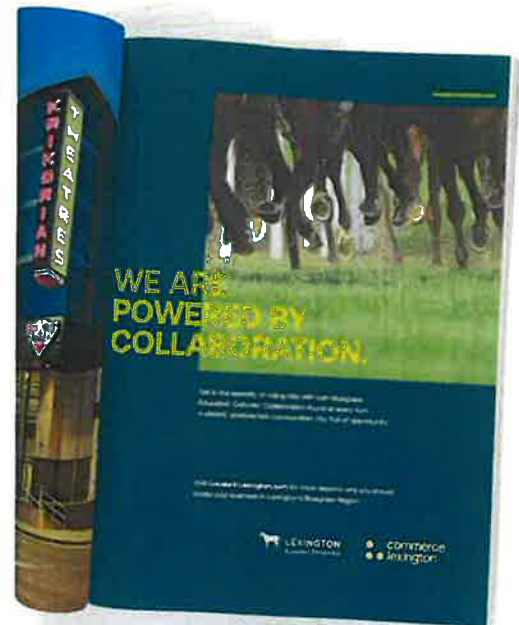
Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT

MARKETING EXAMPLES WITH LEXINGTON ECONOMIC PARTNERSHIP BRANDING

In addition to existing business initiatives, Commerce Lexington leverages the strength and commitment of the partnership to help promote Lexington.



C

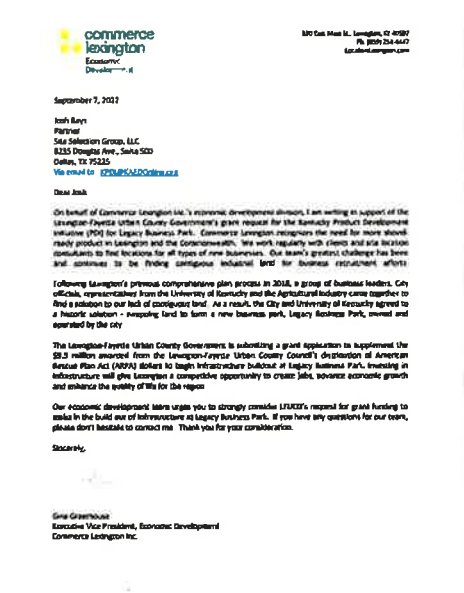
Evidence of Ability to Perform the Requested Tasks

- C.1 – C.3
- Examples of relevant past worked products and successful project examples of documents created.
- Presentation(s).
- Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT KENTUCKY PRODUCT DEVELOPMENT INITIATIVE THE CORE & LEGACY BUSINESS PARK

In 2019, the Commerce Lexington Economic Development team partnered with University of Kentucky officials to help secure a product development initiative (PDI) grant created by the state and the Kentucky Association for Economic Development. This grant enabled the Coldstream Research Campus to receive a \$500,000 matching grant to develop lab space in their new building.

In 2022, Commerce Lexington assisted the Lexington Fayette Urban County Government to help secure a product development initiative (PDI) grant created by the state and the Kentucky Association for Economic Development. This grant provided \$2 million to complete infrastructure build-out for the 200 acre industrial park.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

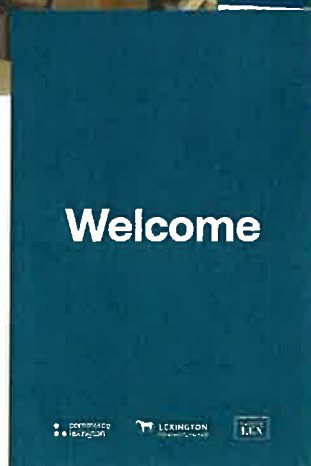
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT CONSULTANT CONNECT

In April of 2024, Commerce Lexington and the Lexington Economic Partnership hosted a group of site selection consultants for a Destination Showcases with Consultant Connect. Site consultants experienced an eye-opening tour at Rood & Riddle Equine Hospital followed by a community update at the American Board of Family Medicine within Coldstream Research Campus. After the update, the consultants attended a reception and mock horse sale at Fasig-Tipton which was also attended by business executives, community leaders, and Bluegrass Alliance economic development officials. The next day featured quality of life experiences including a day at the races with Kinetic by Windstream and a historic walking tour of the Lexington Distillery District. The final morning featured one-on-one meetings with consultants. Guests were enthusiastic about the visit and shared positive feedback about having a deeper knowledge of Greater Lexington's economic development priorities.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

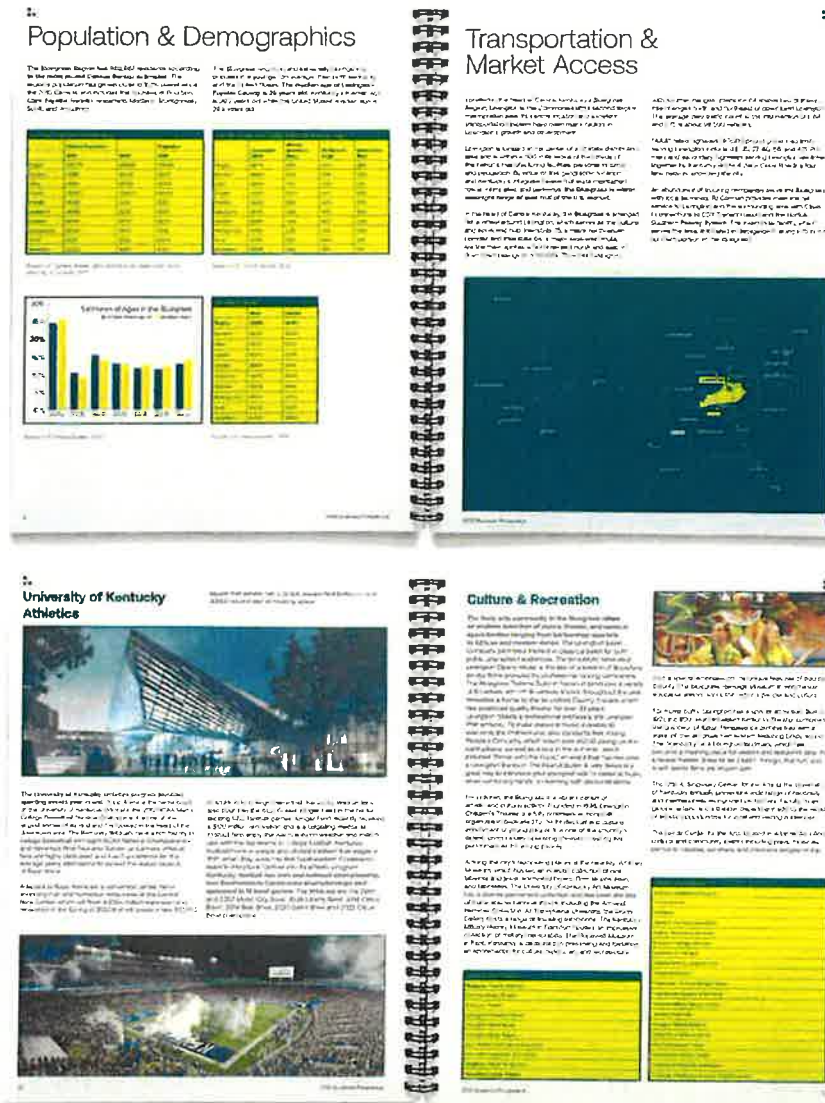
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT BUSINESS PROSPECTUS

Created by Commerce Lexington's Economic Development team, Lexington's Business Prospectus is designed to provide prospective companies and existing businesses with the basic information needed to evaluate the Lexington area as a business location.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.1) NEW BUSINESS DEVELOPMENT TRADE SHOWS / CONSULTANT EVENTS

Commerce Lexington actively participates in a variety of tradeshows and consultant events throughout the year to promote Lexington as an attractive location for business expansion and relocation.



Select USA	
Hotel cost (1)	\$808.88
F&B	\$227.47
Travel	\$798.04
Registration (1)	\$996.00
	\$2,810.39

Women in ED/KY United (Chicago)	
Hotel Cost (1)	\$561.18
Registration	\$1,795.00
Plane Cost + UBER	\$861.70
F&B	\$128.65
KY United Fee	\$1,200.00
	\$4,346.53

Econmix	
Registration (2)	\$3,566.50
Car Rental + UBER	\$475.74
Hotel (2)	\$2,074.38
F&B	\$83.08
	\$6,399.68

IEDC Annual Conference & KY United Event	
Hotel cost (1)	\$635.07
Registration	\$975.00
Plane Travel + UBER	\$711.08
F&B	\$141.59
KY United Fee	\$1,200.00
	\$3,662.74

Chicago Site Selector Event	
United Center Rental	\$12,080.00
Car Rental + Gas + UBER	\$534.90
F&B	\$793.74
Hotel (2)	\$1,038.42
	\$14,427.06

International BIO	
Hotel cost (1)	\$1,299.60
F&B	\$238.32
Travel	\$664.28
Registration (2)	\$5,000.00
	\$7,102.20

Bluegrass Alliance Out of Market Event - ATL	
Hotel cost (1)	\$565.28
Event Cost	\$5,086.07
Gifts	\$1,123.33
Car Rental + gas	\$408.90
Applied Marketing Event Planning	\$6,000.00
	\$12,183.56

Annual Total	
Select USA	\$2,810.39
International BIO	\$7,102.20
BG Alliance Marketing Event	\$12,181.56
Chicago Site Selector Event	\$14,427.06
Econmix	\$6,399.68
IEDC Conference + KY United	\$3,662.74
Women in ED + KY United	\$4,366.53
	\$50,768.16

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.2) EXISTING BUSINESS RETENTION AND EXPANSION

EXISTING BUSINESS MEETINGS

Commerce Lexington serves as Lexington-Fayette Urban County Government's resource for economic development. Our economic development team connects the business community to the Lexington Economic Partnership. The partnership includes a representatives from Commerce Lexington, Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College, and the Bluegrass Workforce Innovation Board.

Retention Survey

RETENTION

Interview date* Interviewer 1* Interviewer 2 Company contact* Survey information notes Type of business ☐ AgBio & AgTech ☐ Automotive/EV ☐ BioPharma & Life Sciences ☐ Business & Financial Services ☐ Food & Beverage Processing ☐ HQ ☐ Healthcare ☐ Marketing & Design Services ☐ Medical Devices & MedTech ☐ Tech ☐ Warehouse & Logistics ☐ Other If Other please specify How long in Lexington? Ownership ☐ LLC ☐ Sole ☐ Minority ☐ Other If Other please specify Sales/Revenue Current business trends Location of customer base/service Suppliers location Any needs? ☐ Yes ☐ No Please specify Lexington only employee count Full-time Remote FTE Part-time Temporary	Wage rates Low High Capital investment ☐ Present ☐ Future How large is the operation? Own or Lease? ☐ Own ☐ Lease Need additional or different space? ☐ Yes ☐ No Growth opportunities ☐ Expansion - real estate ☐ Expansion - number of employees ☐ Modernization ☐ R&D Need a product survey? ☐ Yes ☐ No Utilities Needs ☐ Electric ☐ Water ☐ Gas Challenges/Needs ☐ Financing ☐ Regulatory ☐ Training ☐ Workforce ☐ Other If Other specify LEP needs/opportunities ☐ Bluegrass Area Development District ☐ Bluegrass Community Technical College ☐ Cabinet for Economic Development ☐ KY Innovation ☐ KY Career Center ☐ LFUCG ☐ University of Kentucky ☐ Other If Other specify Financing/funding Legislation Training/Workforce Import/Export opportunities Visit Lex Partnership and/or Opportunities ☐ Yes ☐ No Open discussion Follow up items
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C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

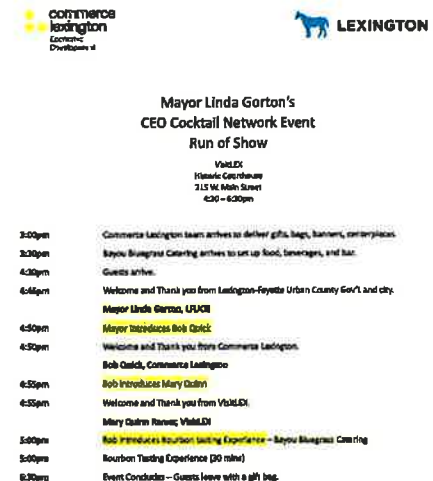
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.2) EXISTING BUSINESS RETENTION AND EXPANSION NETWORKING GROUPS

Commerce Lexington has a proven track record of being the go-to convener for Central Kentucky and Lexington's business community.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.3) SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT

(2.6) WOMEN OWNED BUSINESS DEVELOPMENT

(2.7) VETERAN OWNED BUSINESS DEVELOPMENT OPPORTUNITY EXCHANGE

For over 20 years Commerce Lexington has hosted the Opportunity Exchange, a networking event held twice a year that promotes business opportunities for small, minority, women, and veteran owned businesses. These events have helped countless business owners with procurement representatives from some of the largest companies in the Greater Lexington Region.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT MINORITY BUSINESS ACCELERATOR PROGRAM

The mission of Commerce Lexington's Minority Business Accelerator is to accelerate the development of sizable minority business enterprises (MBEs) that have achieved revenues between \$250,000 and \$6 million, and to strengthen and expand the regional minority entrepreneurial community. The initiative was created from the findings of the 2009 Joint Economic Inclusion Study commissioned by Commerce Lexington and the Lexington-Fayette Urban League. The MBA was launched in June of 2013. The participants have achieved over \$50 million in contracts and procurement since the program's launch.




The mission of the Minority Business Accelerator Program is to accelerate the development of sizable minority business enterprises (MBEs) and to strengthen and expand the regional minority entrepreneurial community. The MBA will actively seek to improve the reach of minority businesses while increasing the recognition of the value of minority-owned businesses as suppliers, customers, and investment opportunities. Since its inception in 2013, this program has provided direct business to the MBA members, achieving over \$50 million in contracts and procurement. Current Accelerator members are listed below.

ELAINE ALLEN LLC. Elaine Allen provides comprehensive construction management services that provide the best results for your specific project needs and requirements. Elaine Allen offers the following construction services: Project Management, Cost Estimating, Scheduling, Contract Administration and Change Order Management. Bishop E. Carter, IV, Owner Bishop.Carter@ElaineAllenLLC.com Phone (859)221-1582 www.elaineallenllc.com	HELPING HAND, LLC. Helping Hand, LLC, provides an array of apartment services that yields comfort for college students and assistance to college housing managers across the country. The upgraded living services provided include Valet Waste Services, Moving Services, Cleaning services, and Apartment Turn Services. Chase Minnifield, Owner info@helpinghandllc.net 2466 Palumbo Drive, Lexington, KY 40509 Phone (859)576-8187 www.helpinghandllc.net
EQUITY SOLUTIONS GROUP A certified MBE with headquarters in Lexington, Kentucky, Equity Solutions Group, LLC (ESG), is a strategic sourcing firm with an emphasis on expense reduction while ensuring competitive participation. Raymond Daniels, Co-Founder, President and CEO support@esgconsultingllc.com Phone: (800) 243-0175 https://esgconsultingllc.com	PATRIOT GROUP, LLC Leveraging over seventy-five years of industry experience, Patriot Group, LLC is Kentucky's premier minority owned independent insurance agency. Patriot Group focuses on providing insurance products and risk management solutions for businesses. Highly skilled in commercial insurance and risk management, they represent clients that operate locally, nationally and internationally. Patriot Group provides their clients with the tools needed to make informed decisions that mitigate risk. Lawrence Herring, Founder & President lherring@patriotinsurance.com 1561 Winchester Rd., Lexington, KY 40505 Phone (502)576-8187 www.patriotinsurance.com
FACILITY MAINTENANCE & SERVICES GROUP, LLC. Facility Maintenance & Services Group, LLC, provides top quality maintenance, janitorial and cleaning services to clients who appreciate professionalism and quality work. They provide employment opportunities to individuals who enjoy working in the field. The company specializes in Commercial Cleaning, Pressure Washing, Construction Cleanup, High Dusting, Residential Cleaning, and Grounds Keeping. Frank Hall, Owner info@facilitymsg.com 2121 Richmond Rd, Lexington, KY 40502 Phone (833)225-3267 www.facilitymsg.com	PRINTCORE, INC. Printcore Inc. is committed to providing top-quality printing and packaging products. With over 20 years of experience in the printing and packaging arena, we are a one-stop shop for our customers. Ray Woods, Owner rayw@printcoreinc.com wooderay2@hotmail.com Phone: (859)351-4566 https://www.printcoreinc.com

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT

(2.6) WOMEN OWNED BUSINESS DEVELOPMENT

(2.7) VETERAN OWNED BUSINESS DEVELOPMENT

ACCESS LOAN PROGRAM

Since its inception in 2001, the innovative Access Loan Program has facilitated over \$25 million dollars in approved loans for small business start-ups and expansions. The program also has partnerships with other chambers and economic development agencies in 19 counties throughout Central Kentucky for a total of 26 participating lenders. The framework of this program was used in 2020 and 2021 when Commerce Lexington managed the city's Small Business Economic Recovery programs, distributing nearly \$6.9 million to local small, minority-owned, women-owned, and veteran-owned businesses.

**commerce
lexington.**

**WANT TO EXPAND YOUR BUSINESS?
NEED TO FUND YOUR START UP?**

The Access Loan Program provides easier access to the financing and helpful business advice that you need to start or grow your business. This program is committed to fostering economic growth and enhancing business opportunities for minorities, women, and small businesses. The Access Loan Program has been responsible for over \$24.9 million in financing for the start or expansion of area small businesses since its inception in 2001.

APPLY NOW

Contact: Tyrone Tyra
Sr. Vice President
Community & Minority Business Development
Commerce Lexington Inc. | 859-226-1621

ACCESS LOAN PROGRAM

OPEN

Visit Our Website
www.commercelexington.com

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.5) MINORITY OWNED BUSINESS DEVELOPMENT

(2.6) WOMEN OWNED BUSINESS DEVELOPMENT

(2.7) VETERAN OWNED BUSINESS DEVELOPMENT

MONEY SMART

Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have grown tremendously, with the largest class to date, averaging twenty-seven participants each week, consisting of both aspiring and existing business owners. To date, the program has had 80 participants receive certification.



Brian T. Ruth
11 years 11

Over the last few weeks, I participated in a program sponsored by Commerce Lexington Inc. called Money Smart for Small Business. The classes were taught by Dale Morgan, the president and CEO of Foundation47 LLC. Dale, along with other special guests, taught a large class about business organization types, tax strategies, cash flow management, and much more. We learned a lot! Plus, this provided an excellent opportunity to network with local small business owners. It was definitely worth the time spent. Big thanks to Dale, the special guests, Commerce Lexington staff, and the amazing cooks that fed the participants delicious meals! I hope this program continues for years to come.

Dale Morgan and 10 others

C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

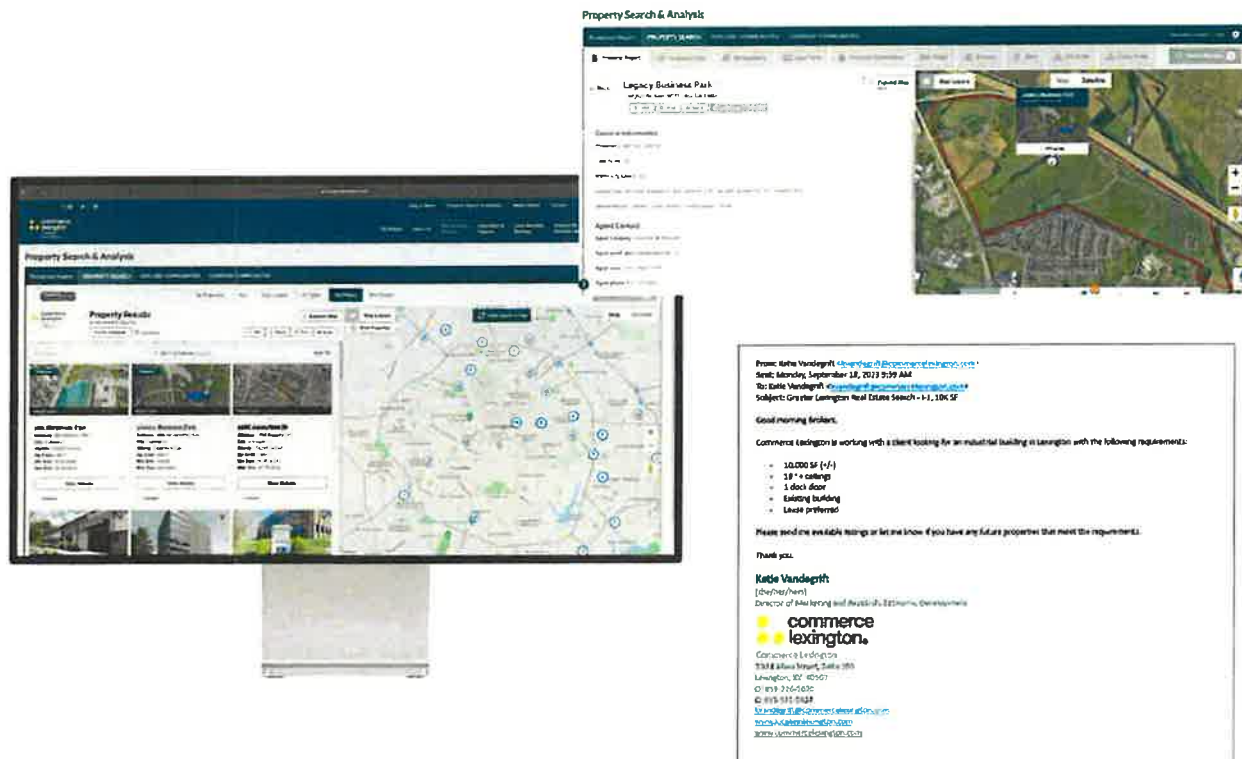
Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

(2.8) AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

Commerce Lexington maintains a comprehensive real estate inventory system for Lexington and the region, providing detailed site and building information for new prospect activity and existing business expansion projects. The team utilizes ZoomProspector to maintain the property database, which serves as an easy-to-use virtual resource for Commerce Lexington, the Lexington Economic Partnership, real estate brokers, and site selection consultants. Having up-to-date property information as well as access to enhanced intelligence components in one location enhances the opportunity for Lexington to be considered during the site selection process.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

Examples of relevant past worked products and successful project examples of documents created.

Presentation(s).

Other work products, etc.

**Jacob Isaac-Lowry, CEO,
FlyWire Cameras**

"The team at Commerce Lexington has been an invaluable resource for our company. Specifically, by connecting us with local organizations able to help meet our immediate business needs such as the World Trade Center - who helped us successfully kick off a new project in Montevideo, Uruguay in January. The Commerce Lex team has also been a great resource for surfacing local funding opportunities such as the Bluegrass AgTech Development Fund!"

(2.11) AG-TECH AND AGRI BUSINESS DEVELOPMENT

Commerce Lexington shares relevant information with the AgTech community, including but not limited to conferences, local, state, and federal grants, networking events, educational opportunities, and more to encourage growth within the AgTech and AgBio sectors. Commerce Lexington attended the launch of the Bluegrass AgTech Development Corp and responded to Lexington-Fayette Urban County Government Mayor's office request to share program details and grant opportunities with the existing Ag industry in Fayette County. Numerous companies responded with interest, leading Commerce Lexington to facilitate meetings with the Development Corp administration team. The meetings encouraged local ag companies to apply for the Challenge Grant. Award announcements are pending the Bluegrass AgTech Development Corp timeline.



C

Evidence of Ability to Perform the Requested Tasks

C.1 – C.3

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Proposed Fee for Each Component/Category

INVEST IN US

For over 30 years, the business community and the Lexington-Fayette Urban County Government have worked to improve the economic vitality of Lexington-Fayette County. With the major loss of IBM jobs in the late 80's, the City's revenue was in jeopardy. Hundreds of jobs were lost, the payroll taxes were in decline. It was a turning point for Lexington. The city and the business community came together to create a plan to market the community for economic development and new job creation. The foundation for new job recreation began in earnest during those years. Together a marketing entity was formed and eventually merged with Commerce Lexington to combine resources, staff, and minds.

To meet the growing needs of Lexington, the marketing strategies evolved. We began robust community/minority business, existing business & workforce programs.

Our team has been nimble and redirected as we saw the community needs change. City funding has fluctuated. Recent decreases in funding for economic development directly impacts the ability of our team to provide services, programs and assistance that will help existing companies' workforce needs and new businesses create jobs, provide much-needed tax revenue for the city, and improve our economy going forward.

Below is our proposed investment—based upon reflection of previous budgets and the necessary funds to provide the services outlined in the RFP.

Scope of Work Proposed fees

Business Development

2.1 New Business Development	\$150,000.00
2.2 Existing Business Retention & Expansion	\$100,000.00
2.3, 2.5-2.7 Minority Business Development	\$81,000.00
2.8 Available Economic Development Property Register	\$50,000.00
2.11 AgTech and Agribusiness Development	\$30,000.00

Total Investment	\$411,000.00
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3.0 REQUIRED PROPOSAL CONTENTS

E

Working Draft Budget

E. Working Budget	
TOTAL	\$411,000.00
2.1 New Business Development	\$150,000.00
Trade Shows and Consultant Events	\$45,000.00
Advertising and Marketing - Print and Digital	\$25,000.00
Direct Business to Business Lead Generation	\$20,000.00
Retainer with European Consulting Group	\$30,000.00
Admin	\$30,000.00
2.2 Existing Business Retention and Expansion	\$100,000.00
Networking Events	\$5,000.00
Admin	\$95,000.00
2.3 Small Business Owner Connections and Networking	\$30,000.00
Networking Events	\$20,950.00
Advertising and Marketing - Print and Digital	\$3,050.00
Admin	\$6,000.00
2.5 Minority Business Development	\$40,000.00
Membership & Dues, Travel	\$6,800.00
Classes	\$9,400.00
Advertising and Marketing - Print and Digital	\$15,800.00
Admin	\$8,000.00
2.6 Women Owned Business Development	\$7,000.00
Membership & Dues	\$1,500.00
Networking Event	\$2,575.00
Advertising and Marketing - Print and Digital	\$1,525.00
Admin	\$1,400.00
2.7 Veteran Owned Business Development	\$4,000.00
Networking Event	\$1,675.00
Advertising and Marketing - Print and Digital	\$1,525.00
Admin	\$800.00
2.8 Available Economic Development Property Register	\$50,000.00
Property Database	\$12,000.00
Educational Memberships (C2ER / CPAL)	\$5,000.00
Website Maintenance	\$23,000.00
Admin	\$10,000.00
2.11 Ag-Tech and Agri Business Development (New and Existing)	\$30,000.00
Trade Shows and Consultant Events	\$10,000.00
Advertising and Marketing - Print and Digital	\$10,000.00
Local Events and Existing Business Outreach	\$4,000.00
Admin	\$6,000.00

F

Conflict of Interest Disclosure

Commerce Lexington does not have a conflict of interest.

THANK YOU

Our team is extremely passionate about Lexington and the success of our business community. We have years of economic development experience, as well as an in-depth knowledge of the people and the culture. We are smart, savvy and strategic thinkers. We are all about progress and we get things done. Lexington is our home, and it is a privilege to be a part of the growth, development and successes of this place that is so personal to us. We have deep-seeded roots here, including long-term professional relationships that we constantly cultivate and use to leverage a multitude of opportunities. We have enjoyed a long and prosperous relationship with our local government and together have achieved great things for Lexington and the Commonwealth. We look forward to continuing our relationship and moving our city forward. We appreciate the opportunity to participate in this RFP and thank you for your consideration.



Gina Greathouse

Executive Vice President, Economic Development

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APPENDIX A



Lexington Economic Partnership Proposed Work Plan

Pending Purchase of Service Agreement Funding

Scope of Work Category	Task	Responsible	Time-Frame	Description	Goal	Status
2.1	Review and refinement of new business recruitment plan and execution of plan	NG/EG	Meet with UPUGC in July 2024 to establish timeline / meeting schedule	Collaborate with Mayor's Office of Development to develop a timeline and tasks for implementation of the plan.	Plan Implementation	
2.1	Coordinate new business prospect activity and site visits for Lexington Economic Partnership.	NG	ongoing	The economic development team will work with the appropriate partners on project activity, as well as arranging site visits (visits from companies outside of Lexington to our city) for our clients. We will coordinate any assistance needed prior to the visit and provide detailed follow-up. Collaborate with ED partners when appropriate for client meetings and special events, programs and projects. Coordinate Economic Development incentive packages with KCED & UPUGC as needed.	75	
2.1	Conduct an internal monthly briefings with Mayor's Chief Development Officer (Deal Day).	CLEX team	monthly	Strategic confidential project/prospect updates from team members including: Gina, Nikh, Cheryl, Kaleb, Fabian and Tyrone. All client activity is considered confidential until the client is ready to disclose. Team members update Executive Pulse database on ongoing basis.	12	
2.1	Work with the UK Office of Technology Commercialization/Novo Ventures and the Small Business Development Center with clients and special projects.	EG/NG/CK	ongoing /	Actively working with UK Tech Transfer with respect to Bio attraction and retention efforts. Collaborating with them to attend the International Bio Show annually highlighting the currently Bio landscape and attracting new business opportunities.	N/A	
2.1	Engage with SITE SELECTION CONSULTANTS	NG/EG	ongoing	Through a variety of events to market Lexington and stay on the short list for projects and IIFIs	125	
2.1	Social media campaign to consultants	KV	ongoing	Post on Facebook, Twitter, and LinkedIn - real estate, notable events, downsidings, etc...	12	
2.1	Send email campaign to consultants - send a "fast fact" about Lexington quarterly to key consultants	NG	Quarterly	Send quarterly email. Emails contain info on new announcements, available real estate, rankings, and other newsworthy events in Lexington.	4	
2.1	Plan one marketing trip to major market with focus on meeting with consultants one-on-one or holding a reception/luceleon event.	NG	May	Use Applied Marketing to assist with making appointments. Chief Development Officer, C-Suite representative from KCED invite Mayor when available.	1	
2.1	Evaluate and attend select trade shows	NG	ongoing	SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States, the Selectors Guide, Medical Device and Design, Biotech Industry Organization, IEDC, and AICE	2	
2.1	Area Development Consultants Forum & Fall Women in Economic Development Conference	NG	March and October	Sponsor and attend the Area Development Workshop Forum. Evaluate sponsorship and attend the Area Development Women's Forum. Both events provide opportunity for professional development whilst amongst 15 - 20 economic development consultants.	2	
2.1	Join Southern Economic Development Council and evaluate attendance at the Annual Conference.	EG/NG	July	The Southern Economic Development Council is North America's oldest and largest regional economic development association. The annual conference brings together 500 economic development professionals and site selection consultants for educational content and networking events.	1	
2.1	Attend Select USA	NG	June	SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States. Assists US EDOs in competing globally for investment opportunities by providing a platform for international marketing	1	
2.1	Participate in KYUnited (KACED Marketing Effort)	EG/NG	KACED is pausing marketing efforts in 2024 while the realign.	KYUnited typically offers 6 tips a year - each cost \$1,200 to participate. We attend key locations as budget is determined. They offered one event in conjunction with Area Development Workshop in Louisville in March before deciding to pause for remainder of 2024.	2	
2.1	Attend Kentucky Association for Economic Development Spring and Fall Conferences	CLEX team	April and November	KAED brings 2 - 4 site selection consultants to each conference so our team has the opportunity to network.	2	
2.1	Evaluate Membership and possibly attend the TMC Annual Conference.	NG	August	Industrial Asset Management Council's fall forum will explore the emerging trends, strategies, and opportunities that will shape the future of industrial real estate.	1	
2.1	Evaluate membership and possibly attend the International Assets Management Council (IAMC) Fall Forum	NG	September	The Fall Forum will explore the emerging trends, strategies, and opportunities that will shape the future of industrial real estate, empowering your department and your company to become leaner, faster, and stronger than ever before.	1	
2.1	Place ads in the Kesselring Magazine twice a year.	KV	April and October	Spring and Fall - Targeting high-level executives.	2	
2.1	Print Advertising	KV	TBD	Place a limited variety of ads/advertisements in site selection magazines. Business Facilities Site Seekers Guide. Directory listings in the Site Selection annual guide. Support the Kentucky Guide to Economic Development. Support of the Equine Industry - Banner Ad during the Land Rover 3 Day event.	2	
2.1	Update and analyze data	KV	ongoing	Ongoing and always in process. Used to promote Lexington as a great place to do business. Use Census data, studies, etc.	as needed	
2.1	Update Business Prospectus to distribute to clients	KV	June/July	Updated gradually as new data is released. Most recent comprehensive edition was done in 2023. Complete reviews/updates happen annually (Summer).	1	
2.1	Update Business Rankings as new rankings are released	KV	ongoing	Updated as new rankings are released. Complete reviews/updates happen annually (Fall).	as needed	
2.1	Organize and compile data for responses to RFI/RFPs - ongoing	KV	ongoing	RFPs are completed as they come to CEX	as needed	
2.1	Promote and update LocalistLexington.com website	KV	ongoing	LocalistLexington.com is promoted regularly through data requests responses, LinkedIn and Facebook. It is additionally promoted in all publications. The Lexington Economic Partnership will have a dedicated page as the new website is built out, with property listings and data specific to Lexington built into the page.	as needed	
2.2	Facilitate meetings of the Lexington Economic Partnership	CK	ongoing	Contact/Outreach 200+ existing businesses annually to identify potential expansions, identify leads for near-sourcing opportunities, potential conversions/meetings for Visitor Industries, workforce and training needs, coordinate incentives with KCED & UPUGC, and assist company to identify best practices.	100	
2.2	Assist existing businesses with expansion, retention, and downscaling activities, coordinate community partners to address ED needs / issues CK (i.e. Mentor Road)	CK	As Needed	We learn about existing and anticipated projects from our existing business visits, through direct contact and/or word of mouth. We work closely with companies on their expansion needs. We also assist companies that may be in dire need or fear closing, with a goal to provide the resource and/or help prevent the closure of that business.	As Needed	

Scope of Work Category	Task	Responsible	Time-Frame	Description	Goal	Status
2.2	Visit existing businesses headquartered in other states (example: Webasto HQ in Michigan)	CK, GG	Annually	Many businesses are headquartered in other states. We visit with these headquarters to ensure they are aware of Lexington's resources that are available for their success in addition to demonstrate our gratitude for their commitment to Lexington.	1	
2.7	Initiate and organize Local Government Days.	CK, GG, AJ	Bi-Annually	The goal of Local Government day is to help council members, and other LFUCGS staff, better know businesses operating in Lexington and to demonstrate the role Commerce Lexington plays with those businesses.	2	
2.2	Manufacturer's Network Group	CK	Bi-Annually	Collaborate with associations and organizations to coordinate networking events that connect the manufacturing industry to share best practices, resources, and other mechanisms to support the sectors growth.	2	
2.3/2.5/2.6/2.7	Inclusion to DEI events and recognition in MBE Resource Guide	TT, FM	ongoing	Available to all minority-owned, women-owned, and veteran-owned business members.	ongoing	
2.3/2.5/2.6/2.7	Seek new opportunities for funding CMBD priorities	TT, FM	ongoing	Begin January 1st annually	as needed	
2.5	Participate in the Minority Business Expo Board of Directors	TT, FM	Quarterly	Board member	4	
2.5/2.6/2.7	Community Partner with FOPS	TT, FM	ongoing	Active involvement in outreach	as needed	
2.5/2.6/2.7	Community Partner with UK Economic Inclusion Team	TT, FM	ongoing	Active involvement in outreach and sponsorship for UK Turner Construction Diversity Accelerator Program and other programming.	ongoing	
2.5/2.6/2.7	Money Smart Classes	TT, FM	October/November	Financial Literacy Classes targeting small and minority business owners (held in the Fall)	12-15 participants	
2.5/2.6/2.7	Money Smart Classes	TT, FM	January /February	Financial Literacy classes targeting small and minority business owners (held in the Winter)	12-15 participants	
2.5	Annual Hispanic-Owned Small Business Outreach	TT, FM	Annually	Partnership with Forcht Bank to grow Hispanic business relationships	as needed	
2.5/2.6/2.7	Introduce new MBE's to LFUCGS Minority Enterprise Business Labors	TT, FM	ongoing		ongoing	
2.6	Implement session for Women-Owned Businesses	TT, FM	Annually	Host targeted women-owned small business event once per year, including local partners and collaborators.	1	
2.7	Implement session for Veteran-Owned Businesses	TT, FM	Annually	Host targeted veteran-owned small business event once per year, including local partners and collaborators.	1	
2.8	Maintain and update building and site database for Industrial and office property in Lexington	KV	ongoing	Maintain Zoom Prospector Property Register on LocalLexington.com website- Updates as new listings are received - Industrial and Office. Updates feed directly to KCED's database and LG&KU databases.	continual awareness of available properties	
2.8	Lexington Property Tour	KV	quarterly	Tour city to learn of new buildings on the market	4	
2.8	Active Listing Tours	KV	monthly	Meet with a commercial real estate broker each month to tour featured active listings	12	
2.8	Participate in CPAL meetings to network with real estate brokers, learn of new properties, and educate real estate community on our database website.	KV	monthly	Attend monthly meetings	12	
2.8	Bluegrass Region Community Engagement Tours	KV	monthly	Meet with economic development partners throughout the year to learn of leads and industry trends. ED partners include: construction, utility companies, real estate professionals, and Bluegrass Alliance members.	12	
2.8	CLER Membership / Conference	KV	Annually	Schedule and conduct a meeting to discuss the current state of the agribusiness environment.	1	
2.11	Meet with the Director of Agriculture Development	CLX team	July/August 2024	Coordinate with Director of Ag Development to create a plan outlining strategies to attract agtech and other agricultural businesses to Lexington-Fayette County.	gather baseline data	
2.11	Develop Recruitment Plan	CLX team	Q3 FY2025	Assist with compiling a list of businesses that meet the criteria for Bluegrass AgTech Development Corp programming.	TBD	
2.11	Connecting Businesses with Bluegrass AgTech Development Corp	CLX team	ongoing		ongoing	
2.11	Connect Businesses with Bluegrass AgTech Development Corp	CLX team	TBD	Help organize meetings between qualifying businesses and Bluegrass AgTech Development Corp representatives.	as needed	
2.11	Development of Marketing Materials	CLX team	TBD	Work with the Director of Ag Development to develop a marketing strategy / plan	TBD	
2.11	Events	CLX team	TBD	Coordinate with the Director of Ag Development to define objectives of in-person events	TBD	
2.11	Business Retention and Support Efforts	CLX team	ongoing	Include AgTech businesses in the Lexington Economic Partnership B&E program	ongoing	

Commerce Lexington will
 Incorporate LFUCG Economic
 Development Partnership Services
 into the Event Planning and
 Preparation tracking document
 (see example below) within 30
 days of new Purchase of Service
 Agreement.



EXAMPLE



MONTH	DATE	EVENT	PLANNING MONTH	MARKET	LOCATION	Team Member	# of Attendees	NOTES
March	15th	Kentucky United Event (opening day of ABC)	January	Lexington	Out at Market	NO - KATD Organized		COMPLETE
April	17-19th	Consultant Connect	January	Lexington/Regional	Lexington	NO - KATD Organized		COMPLETE
April	22-26th	KAED Spring Conference	January	Lexington	Lake Cumberland	NO - KATD Organized		COMPLETE
April	28th	Ted Abernathy Economic Development - Regional Leadership	January	Regional	BCIC - AMC - Georgetown	GO	OK	COMPLETE
April	TBD	Global HQ CEO	January	Lexington	Lexington	CK, GO, KA		3/28 - Convo w/ KA on 3/27
April	5-7th	Example Implement Additional Items as funded by LFUCG / approved RFP	January					
April	12-14th	Lexington Visit	January	Lexington	Salt Lake City, UT	GO, TT		OK - Ticket and hotel booked. KY is agreed to go
April	15-17th	Wash. Updates	January	Lexington	Norfolk, VA	KV		3/23 in progress - Brewery mfg - working on an map
April	22nd	Wash. Business Expo	January	Lexington	Lexington	KV, GO, TT, PA		Monthly meetings
April	30th	Tech Network	January	Lexington	Lexington	CK		COMPLETE
April	8	Bluegrass Alliance Bi-monthly	February	Regional	MT. Sterling	KV	9	COMPLETE
May	1st	Example Implement Additional Items as funded by LFUCG / approved RFP	February					COMPLETE
May	8th	Bluegrass Alliance Out of Market Competitor (Food)	February	Regional	Indianapolis, IN	GO, TT, PA, KY		3/23 - 2/28 event series. 3/28 - Continued seedings
May	15th	Regional Leadership Council	March	Regional	TBD	AL, GO, KY		3/23 - 2/28 event series. 3/28 - Continued seedings
May	TBD	Example Implement Additional Items as funded by LFUCG / approved RFP	March					3/23 - 2/28 event series. 3/28 - Continued seedings
August	7	Regional Leadership - ED Simulation	March	Regional	Lexington (Columbus)	CK, AL		3/23 - 2/28 event series. 3/28 - Continued seedings
June	23-25th	Select USA	March	Regional	Lexington Customer Experience Center	KV		3/28 - Direct event end of April. Save the Date sent by Lexington Version 1.0
July	TBD	Legacy Business Park Development	March	Regional	Washington, DC	NO		3/28 - NO has registered & been accepted. Hotel booked. Need to purchase plane
July	20	Manufacturing Network	March	Lexington	Legacy Business Park	ED Team		3/27 - LFUCG monthly project meeting shared shipping/airfare data
July	TBD	Example Implement Additional Items as funded by LFUCG / approved RFP	March		Lexington Legends	CK		3/27 - CK working with Calonne Scott at KAM to organize event
July	TBD	Regional Network	March	Lexington	Lexington	CK		3/28 - Considering Big Red Race at event of Milton Royer CEO present why Lexington. Goal: Determine Chair of Big Network RFP. CK contact MB for ideas to present
June	20	Bluegrass Alliance	April	Regional	Columbia Gas - Lexington	KV		3/28/2024 - Scheduled. Phyllis B. on radar for presentation Regional Assets Peak, Current Future
June	24	Global HQ CEO	May	Lexington	Denver, CO	TT		3/28/2024 - Update to food night and ticket information
August	TBD	ED and Consultant Visit	May	Lexington	Lexington	CK, GO, PA		June 28 @ Lexington Opera House 5/28/24
August	TBD	Bluegrass Alliance 101	June	Regional	Ovick, OH / Detroit, MI	CK, ED		May - CK had a Out of State Company to Visit. Coordinate information with team
August	TBD	Total Investor Event	June	Regional	Beane	KV		June meeting - 8/1, 8/15, 8/22