

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 26 day of July 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“Government”), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer (“CDO”) and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, (“Organization”) with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of July 1, 2023.

WITNESSETH

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

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

- A. Exhibit “A” – Scope of Work
- B. Exhibit “B” – Quarterly Report Questionnaire
- C. Exhibit “C” – Year-End Report Questionnaire
- A. Exhibit “D” – RFP #26-2022
- B. Exhibit “E” – Organization’s Response to RFP #26-2022

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

2. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the quarterly summary of the Organization's performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the year-end summary of the Organization's performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit C, which is incorporated herein by reference (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2023, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government.

4. Government shall pay the Organization the total sum of Three Hundred Thousand Dollars (\$300,000.00) for services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The first installment, in the amount of One Hundred Fifty Dollars (\$150,000.00), shall be made upon final execution of this Agreement and receipt of an invoice from the Organization. The second installment, in the amount One Hundred Fifty Dollars

(\$150,000.00), shall be made upon full provision of the services required under Exhibit A for the relevant term and receipt and review by the CDO, and acceptance by the Lexington Economic Development Investment Board, of all reports required by this Agreement, to the satisfaction of the Board and the CDO. Total sum of each payment shall be payable within thirty (30) days after receipt of required invoice as required in Paragraph 11 herein, July to June inclusive.

5. Organization agrees that the funds provided under this Agreement shall be used only for local economic development 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 provided under this Agreement in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraph 15 of this Agreement.

6. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder. If the Agreement is terminated prior to the Organization rendering at least half the services required under Exhibit A, as determined by the CDO, Organization shall be required to repay that portion of compensation received for which services were not provided.

7. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at

the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

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

9. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or

by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by the willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not

become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

11. By no later than the 12:00pm (noon) on the last Friday of each quarter (e.g.: Friday, September 29, 2023; Friday, December 29, 2023; Friday, March 29, 2024; and Friday, June 28, 2024), the Organization shall submit electronically a Quarterly Progress Report to the CDO, on such forms as the CDO shall provide, containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter, (a) a description of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to Organization by the Government). Organization shall attend Lexington Economic Development Investment Board meetings scheduled the first Tuesday of each month, and any special meetings, to answer any questions regarding the quarterly report. No later than June 1st, 2024, Organization shall provide a Year-End Report electronically to the CDO containing a year-end report for services enumerated in Exhibit C incorporated herein by reference (or a similar form created and provided to Organization by the Government); and an invoice requesting final compensation for the services provided in accordance with this Agreement. Failure to electronically submit the reports and invoice described herein by the required date shall result in the payment to Organization being withheld until all reports referenced by this Agreement and an invoice are submitted to 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 will be made upon fulfillment of the terms of this Agreement and acceptance of the Organization's year-end report by the CDO and the Lexington Economic Development Investment Board.

12. By March 29, 2024, 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 no less than the 30 largest employers in Lexington/Fayette County.

13. 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.

14. 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.

15. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization related to this Agreement. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable

times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

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

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

18. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations

where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

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

20. 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.

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

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

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

- A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.
- B. Investment Funds Management-- The governing board may elect to either:
 - (1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the

board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

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

C. Investment Policies-- Safety and Prudence.

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

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

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

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

- D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion

as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

24. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

25. 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.

26. 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.

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

For Organization:

Commerce Lexington
330 East Main Street
Lexington, Kentucky 40507
Att: Bob Quick, President & Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Martina Stock
Abigail Allan, Clerk of the Urban County Council
Deputy

COMMERCE LEXINGTON, INC.

BY: Cassidy Rosenthal
CASSIDYROSENTHAL,
CHAIRPERSON

ATTEST:

Ange Milton
WITNESS: Ange Milton
DATE: 6/26/23

EXHIBIT "A"

**Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County**

SCOPE OF WORK – WORK-LEXINGTON

Local Contribution:

Urban League of Lexington-Fayette County will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

1. Serve as a coordinator for WORK-Lexington managed by the Office of the Chief Development Officer/Director of Workforce and Business Engagement. Organization is to be the primary coordinator and point of contact for the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s), and quarterly partner meetings.
2. Coordinate with existing WORK-Lexington partners to provide access to workforce programming in various locations for residents of Lexington.
3. Work with local employers to help connect WORK-Lexington partners to potential jobs placement opportunities.
4. Work with WORK-Lexington partners to promote workforce events related to training and placement.
5. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s).
6. Submit an annual report to the Chief Development Officer/Director of Workforce and Business Engagement and the Economic Development Investment Board by March 31, 2023 and March 31, 2024, detailing the activities of that current year.
7. Work with Office of the Chief Development Officer/Director of Workforce and Business Engagement to utilize current on-line presence of WORK-Lexington webpage.
8. Assist all WORK-Lexington partners with scheduling and promoting their respective services provided to the community. Schedules will be approved by the Office of the Chief Development Officer/Director of Workforce and Business Engagement.
9. Items reflected in following pages of work plan from Urban League of Lexington-Fayette County.

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

SCOPE OF WORK – BUSINESS DEVELOPMENT FOR NEW AND EXISTING BUSINESSES

Local Contribution:

Commerce Lexington (CLEX) will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation:
 - Reviewing and refining of new business recruitment plan for the Lexington Economic Partnership and execution of the plan.
 - Marketing for Lexington Economic Partnership business recruitment efforts which include, but are not limited to, maintaining contact with:
 - Corporate decision makers;
 - Site selection consultants to build awareness of Lexington; and
 - Local executives/management;
 - As well as:
 - Maintaining a website/social media presence for Lexington Economic Partnership;
 - Identifying goals and challenges related to Lexington economic development marketing program; and
 - Providing an annual report of those findings.
2. Existing Business Retention and Expansion:
 - Manage the Lexington Economic Partnership Business Retention and Expansion (BRE) program.
 - Demonstrate understanding of the unique needs of the Lexington business community and assist Lexington companies in the growth of their local workforce and payroll.
 - Assist globally headquartered businesses in their efforts to grow and grow corporate headquarter operations, employment and payroll within Lexington.
 - Work with growing local businesses to maintain and improve their employment diversity.
 - Manage the Lexington Economic Partnership Existing Business Program, with the assistance and coordination of all Lexington economic development partners. The program shall include, but shall not be limited to:
 - Scheduling on-site or virtual Lexington company visits that shall include staff from the Kentucky Cabinet for Economic Development,

- LFUCG Office of the Chief Development Officer, WORK-Lexington representative, University of Kentucky, Bluegrass Community & Technical College, staff of the Bluegrass Workforce Innovation Board, the Kentucky Career Center, and other partners who may be identified. Scheduled visits with companies shall be planned previously and occur at a time that is available for attendance by most, if not all, the partners mentioned above;
- Managing and providing timely response/communication to any needs identified in existing-business visit meetings, which include appropriate follow-up and services identified or required;
 - Developing appropriate sector support networks for businesses and employers within Lexington; and
 - Serving as project manager between the company and appropriate organization/subject matter staff/organizations for solutions toward issues identified as a part of existing business program meetings.
- Schedule monthly in-person project briefing updates for 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 LFUCG 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;
 - Concerns related to LFUCG policies and procedures expressed by businesses during existing business site visits;
 - Issues related to company growth opportunities and challenges in Lexington; and
 - Intention of new job growth in Lexington.
 - Provide the Office of the Chief Development Officer by March 31 of each year an annual updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of all major employers.
3. **Minority Business Development:**
- Assist minority entrepreneurs with identification of financing options and possible sources for investment capital.
 - Assist minority business community by hosting events and other programs to provide connections to other businesses that provide opportunity for growth in their operations.
 - Assist with educational assistance/programs related to starting, running, and operating a minority-owned business.
 - Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
 - Introduce new minority businesses to LFUCG Minority Business Liaison to add to LFUCG procurement registry.
4. **Available Economic Development Property Register Maintenance:**

- Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington.
 - Maintain a database accessible to the LFUCG Office of the Chief Development Officer staff of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
5. Chief Executive Roundtables:
- Establish a roundtable for Chief Executives of Lexington Global headquartered companies that will meet no less than twice per year, with frequency determined by the Chief Executives.
 - The roundtables will be to connect local Chief Executives and create a comradery and stronger environment of support for headquartered companies within Lexington.
 - Roundtable agendas will be determined in coordination with the Chief Executives.
 - Nationally-headquartered companies could be added to the roundtables with agreement of the global company Chief Executives
 - Roundtables shall be scheduled at a time available for the Mayor to attend all sessions.

Notwithstanding any provision to the contrary, CLEX shall not be required to fulfill any service contained in the category described as “Entrepreneur Development/Start-Up Assistance” contained in Exhibit D and E as part of this Agreement, unless the service is described in the Scope of Work above or in another category within Exhibits D and E.

EXHIBIT "B"

**Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington**

**QUARTERLY REPORT QUESTIONNAIRE
(DUE BY NOON SEPTEMBER 29, 2023; DECEMBER 29, 2023; MARCH 29, 2024 &
JUNE 28, 2024**

ORGANIZATIONAL QUARTERLY QUESTIONS

LISTING OF MEMBERS/STAFF ACTIVELY WORKING ON ECONOMIC DEVELOPMENT ON BEHALF OF URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY

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

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TOTAL AND PERCENTAGE FOR EACH CATEGORY/COLUMN

LISTING OF BOARD MEMBERS FOR COMMERCE LEXINGTON			
Name	Race	Sex	Years as Board Member for the Organization
TOTAL FOR EACH COLUMN			

PROGRAM PARTICIPANT QUARTERLY QUESTIONS

New Businesses located in Lexington from the strategic areas (Computer Services/IT, Visitor Industries, Business and Professional Services, Life/Biosciences, Equine/Animal Health, Ag-Tech and Renewable Energy) in the previous quarter

Name of Company	Employment Sector	Number of Employees	Average Wage of All Employees	Total New Payroll Created

Companies Commerce Lexington has represented before the Kentucky Cabinet for Economic Development/Kentucky Economic Development Finance Authority in the previous quarter

Name of Company	Employment Sector	Number of Employees	Average Wage of All Employees	Total New Payroll Created

Business Retention and Expansion (BRE) Existing Business Program visits during the previous quarter on behalf of the Lexington Economic Partnership

Number of Partner Organizations Attending Meetings	Employment Sector	Number of Employees	Average Wage of All Employees	Total New Payroll Created

Main takeaways identified as a result of Business Retention and Expansion (BRE) Existing Business Program visits during the previous quarter

MINORITY BUSINESS DEVELOPMENT:

Describe your work in the previous quarter related to Minority Business Development Assistance. If these activities led to new businesses please let the information below related to each project

Types of services provided during the quarter			
Employment Sector of New Company	Employees at Start of New Company	Total Payroll of New Company (If Known)	Total Investment of New Company (If Known)

AVAILABLE PROPERTY REGISTER

New properties identified/listed during the previous quarter (Do not include residential listings)

New Lexington Properties Listed During the Quarter for Economic Development

X

Types of Zoning Listed During the Quarter for New Properties for Economic Development

X

Acreage of Properties Listing During the Quarter for Economic Development

X

Square Footage of New Buildings/Existing Buildings Listed in the Quarter for Economic Development

X

CHIEF EXECUTIVE ROUNDTABLE

If a Chief Executive/CEO Roundtable was held during the previous quarter, please provide the sector(s) of Lexington companies represented

CHIEF EXECUTIVE ROUNDTABLE ISSUES

If a Chief Executive/CEO Roundtable was held during the previous quarter, please list the main takeaway issues of Lexington companies identified as a result of the meeting

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

**YEAR-END REPORT QUESTIONNAIRE
(DUE BY NOON JUNE 1ST)**

Annual Report for Business Development	
New Businesses Commerce Lexington assisted in locating in Lexington during the year	X
New total investment for those new businesses Commerce Lexington assisted in locating in Lexington during the year	X
New total payroll for those new business Commerce Lexington assisted in locating in Lexington during the year	X
Number of existing Lexington businesses Commerce Lexington assisted in expanding during the year	X
New total investment for those existing Lexington businesses Commerce Lexington assisted in expanding during the year	X
New payroll created for those existing Lexington businesses Commerce Lexington assisted in expanding during the year	X

Annual Report for Existing Business Retention and Expansion Program	
Total Number of Business Retention and Expansion (BRE) Existing Business Program visits during the year	X
Data collected and evaluated as a result of existing business site visits	X
Concerns related to LFUCG policies and procedures that companies expressed during business site visits	X
Issues related to company growth opportunities and challenges expressed by the company during business site visits	X
Number of companies expressing their intention to increase employment or investment in the coming year (please list by sector not company name)	X
Number of companies Commerce Lexington assisted in expanding during the year	X

Annual Report for Minority Business Development	
Number of Lexington firms that were assisted with financing during the year	X
Number of Lexington firms that attended CMBD “Money Smart” business planning classes during the year	X

Annual Report for Available Property Register	
Number of Lexington properties on the available property register at the start of the year (July 1)	X
Number of Lexington properties on the available property register at the end of the year (June 1)	X
Number of Lexington acres available on the register at the start of the year (July 1)	X
Number of Lexington acres available on the register at the end of the year (June 1)	X
Number of existing building sites available on the register at the start of the year (July 1)	X
Number of existing building sites available on the register at the end of the year (June 1)	X

Annual Report for Chief Executive Roundtables	
Number of Lexington Chief Executive Officer Roundtables conducted during the year	X
Number of Lexington Chief Executive Officers attending the roundtable during the year	X
Main items/key takeaways from Lexington Chief Executive Officers as a result of the roundtable meetings during the year	X

ACCOUNTING OF USE OF LFUCG FUNDS DURING THE YEAR	
Budget Category (EX: Marketing, Salaries, Etc)	Amount

FUNDING FOR ECONOMIC DEVELOPMENT BUSINESS DEVELOPMENT SERVICES		
FUNDING SOURCE	AMOUNT OF FUNDING	PERCENTAGE
Lexington-Fayette Urban County Government	\$300,000.00	%
Other Source		%
Other Source		%

EXHIBIT "D"

**Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington**

RFP #26-2022



LEXINGTON

Lexington-Fayette Urban County Government Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #26-2021 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 18, 2022**.

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 Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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 workforce 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See page 48 for scoring criteria

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 addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

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. All submissions should be directed to:

**Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507**

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

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 Central Purchasing 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

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 disability.

- 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 Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 goal for the utilization of Disadvantaged Business Enterprises 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, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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 Businesses 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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 Central Purchasing (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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated 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 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.**

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 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 to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. 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.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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 Central Purchasing
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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<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	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirle Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cyck.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	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 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 Central Purchasing 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 subcontractors listed on this form did submit a quote to participate on this project.

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. In order to measure that goal LFUCG will track spending with MWDDBE vendors 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 Central Purchasing/ 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 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 to participate.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to 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

Company Representative

Date

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, 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. 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.

20. 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.

Signature

Date

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 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 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 classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.
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 American Rescue Plan Act 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 American Rescue Plan Act 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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.

- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000

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. 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. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. 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.
- g. 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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LEXINGTON

Economic Partnership

Request for Proposal

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 term of the agreement shall be for one-year and will commence no sooner than July 1, 2022, assuming funds are budgeted. The award may have an option to renew for one additional year subject to the availability of funds and satisfactory performance in the previous year.

Funds to the successful applicant will be distributed 50% upon execution of a Purchase of Service Agreement (PSA) and 50% at completion of the contract. Qualified respondents shall have the ability to work with prospective new companies and coordinate with local businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

The 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, Kentucky Cabinet for Economic Development, Lexington Economic Development Investment Board, Bluegrass Alliance, University of Kentucky, Bluegrass Community and Technical College, the Kentucky Career Center and other economic development partners to successfully implement the economic development strategy of the Lexington-Fayette Urban County Government. Selected respondents will be required to provide quarterly updates to the Lexington Economic Development Investment Board based on the criteria established in the RFP, a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Successful respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that outlines the success of program efforts and areas requiring improvement in the future. The update 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.

I. General Information

Issuing Office

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

Mr. Todd Slatin, Director of Purchasing
Lexington-Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507
Phone: 859-258-3320
FAX: 859-258-3322
Email: tslatin@lexingtonky.gov

II. 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 under the common brand of the Lexington Economic Partnership and will include, but are not necessarily limited to the following categories. Categories are (A) Business Development including new businesses and existing business retention and expansion, (B) WORK-Lexington, (C) Talent and Workforce Development, and (D) Lexington Opportunity Zone. Respondents may reply to all categories, individual categories or multiple categories.

A. BUSINESS DEVELOPMENT

1. New Business Development/Job Creation:
 - Review and refinement of new business recruitment plan for the Lexington Economic Partnership and execution of the plan
 - Marketing for Lexington Economic Partnership business recruitment efforts which include, but are not limited to, maintaining contact with:
 - Corporate decision makers
 - Site selection consultants to build awareness of Lexington
 - Local executives/management
 - Maintaining a website/social media presence for Lexington Economic Partnership
 - Identification of goals and challenges related to Lexington economic development marketing program and provide annual report to those findings
2. Existing Business Retention and Expansion:

- Manage the Lexington Economic Partnership Business Retention and Expansion (BRE) program
- Demonstrate understanding of the unique needs of the Lexington business community and assist Lexington companies in the growth of their local workforce and payroll
- Assist globally headquartered businesses in their efforts to grow and grow corporate headquarter operations, employment and payroll within Lexington
- Work with growing local businesses to maintain and improve their employment diversity.
- Manage the Lexington Economic Partnership Existing Business Program, with the assistance and coordination of all Lexington economic development partners. The program shall include, but not be limited to:
 - Scheduling on-site or virtual Lexington company visits that shall include staff from the Kentucky Cabinet for Economic Development, LFUCG Office of the Chief Development Officer, University of Kentucky, Bluegrass Community & Technical College, staff of the Bluegrass Workforce Innovation Board, the Kentucky Career Center, and other partners who may be identified. Schedule visits with companies shall be planned ahead of time and occur at a time that is available for attendance by most, if not all, the partners mentioned above.
 - Manage and provide timely response/communication to any needs identified in existing business visit meetings which include appropriate follow-up and services identified or required
 - Develop appropriate sector support networks for businesses and employers within Lexington
 - Serve as project manager between the company and appropriate organization/subject matter staff/organizations for solutions toward issues identified as a part of existing business program meetings
- Schedule monthly in person project briefing updates for 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 LFUCG 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
 - Concerns related to LFUCG policies and procedures expressed by businesses during existing business site visits

- Issues related to company growth opportunities and challenges in Lexington
 - Intention of new job growth in Lexington
- Provide the Office of the Chief Development Officer by March 31 of each year an annual updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of all major employers
- 3. **Entrepreneur Development/Start-Up Assistance:**
 - Assist entrepreneurs with identification of financing options and possible sources for investment capital
 - Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar organizations that could provide assistance. Emphasis should be placed on businesses with revenues of \$500,000 per year or less.
 - Assist entrepreneurs with educational assistance/programs related to starting, running and operating a business
 - Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship
- 4. **Minority Business Development:**
 - Assist minority entrepreneurs with identification of financing options and possible sources for investment capital
 - Assist minority business community by hosting events and other programs to provide connections to other businesses that provide opportunity for growth in their operations
 - Assist with educational assistance/programs related to starting, running and operating a minority owned business
 - Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership
 - Introduce new minority businesses to LFUCG Minority Business Liaison to potentially add to LFUCG procurement registry
- 5. **Available Economic Development Property Register:**
 - Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington
 - Maintain a database accessible to the LFUCG Office of the Chief Development Officer staff of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
- 6. **Chief Executive Roundtables**
 - Establish a roundtable for Chief Executives of Lexington Global headquartered companies that will meet no less than twice per year with frequency determined by the Chief Executives
 - The roundtables will be to connect local Chief Executives and create a comradery and stronger environment of support for headquartered companies within Lexington.

- Roundtable agendas will be determined in coordination with the Chief Executives
- Nationally headquartered companies could be added to the roundtables with agreement of the global company Chief Executives

B. WORK-Lexington

1. Serve as a coordinator with the Office of the Chief Development Officer/Director of Workforce and Business Engagement to be the primary coordinator and point of contact for the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
2. Coordinate with existing WORK-Lexington partners to provide access to workforce programming in various locations for residents of Lexington.
3. Work with local employers to help connect WORK-Lexington partners to potential jobs placement opportunities.
4. Work with WORK-Lexington partners to promote workforce events related to training and placement.
5. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s).
6. An annual report will be submitted to the Chief Development Officer/Director of Workforce and Business Engagement and the Economic Development Investment Board by March 31, 2023 and March 31, 2024 detailing the activities of that current year.

C. TALENT AND WORKFORCE DEVELOPMENT

1. Work with college and university leadership in Lexington related to issues to assist in the development of workforce and growing the Lexington economy.
2. Work with local employers to connect college and university students (graduate level, senior year and junior year students) 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 Economic Development Investment Board by March 31, 2023 and March 31, 2024 detailing the progress of that current year.

D. LEXINGTON OPPORTUNITY ZONE

1. Respondent will serve in the role of manager for the Lexington Opportunity Zone. In role of manager of the zone, the respondent will be responsible for marketing the zone, working with the neighborhoods within the zone, work with businesses and developers to promote the Zone.
2. Work with private and non-profit entities interested in development within the Lexington Opportunity Zone

3. Research mechanisms to encourage self-reporting on Lexington Opportunity Zone activity. Analyze data from resources that may be or become available to determine investments and activity within the zone.
4. Promote and serve as the primary point of inquiry and reference for the Lexington Opportunity Zone.
5. Work with the Kentucky Cabinet for Economic Development to make sure all information related to the Lexington Opportunity Zone is kept updated on the Cabinet website and other resources.
6. Provide an annual report (Due by March 31, 2023 and March 31, 2024) to the Chief Development Officer and the Economic Development Investment Board on the progress of development with the Lexington Opportunity Zone and other items related to the management of the zone.

III. Contents of Proposal

The following items shall constitute the proposal:

1. Letter of intent/Statement of Services including:
 - Description of your knowledge and understanding of Lexington and Lexington economic development
 - Describe how you would carry out completion of the scope of services in which you express an interest.
 - Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan and project deliverables
 - Framework for plan implementation
 - Identification of criteria to measure the success of your proposal
 - 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 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.
2. History of organization and statement of qualifications including:
 - A list of individuals and their resumes that would be involved in the project along with the percentage of their time that will be committed to the project.
 - The list of personnel should indicate the functions that each will perform.
 - Describe the qualification of key staff to achieve the outcomes required under the RFP.
 - Describe why your organization is best suited for selection of the project.
3. Evidence of ability to perform the requested tasks, such as:
 - Examples of relevant past work products and successful project examples of documents created

- Presentation
 - Other work products, etc.
4. 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.
 5. Conflict of Interest Disclosure if applicable

IV. Project Oversight

The Chief Development Officer will be the primary project contact and will facilitate coordination with the Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

V. Evaluation Criteria and Selection Process

1. Evaluation Scoring:
 - Quality of entity and key personnel – 25%
 - Approach to provide the requested scope of work – 25%
 - Innovative and/or creative approach to providing the services that provide additional efficiencies or increase performance capabilities. Provide evidence of past success in providing similar services. – 25%
 - Amount of private or non-LFUCG funds the respondent will put into the project – 15%
 - Price of proposal – 10%
2. The selection committee will make a recommendation to the Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
3. The Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.

VI. Timeline

Notice to proceed anticipated in June 2022 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

VII. Proposal Submissions

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **May 18, 2022**. 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 Central Purchasing 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.

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 – including hard copies and electronic submissions – must arrive on or before the time and date specified. Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the respondent is responsible for the actual delivery of the proposals to the Division of Central Purchasing as of the deadline. 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 responded 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
Urban League of Lexington-Fayette County

**URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY
RFP #26-2022 RESPONSE
WORK PLAN**

1.0

Letter of Intent / Statement of Services

1.2 – 1.5

Describe how you would carry out completion of the scope of services in which you express an interest.

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Framework for plan implementation.

Identification of criteria to measure the success of your proposal.

A. BUSINESS DEVELOPMENT

1. New Business Development/Job Creation

Several years ago, Commerce Lexington contracted an economic development professional to identify strategic target markets that encourage growth and prosperity in Lexington's workforce and community. Since then, our team has focused on attracting and recruiting new companies in:

- Computer Services/IT
- Visitor Industries
- Business and Professional Services
- Life/Biosciences
- Equine/Animal Sciences

Recently, we accomplished the consultant's suggested future goal to incorporate renewable energy. Approaching a new fiscal year, our team anticipates a strategic planning collaboration with the LEP and an independent consultant to **evaluate our current strategic targets**. The goal will be to determine which sectors need refinement for a maximized ROI, and what best serves the City's and region's current and future needs. This initiative will require **reimagining our marketing strategies** to expand our message and target audience. Below, and in **Appendix A**, is a detailed outline of our action plan and future endeavors contingent upon adequate funding.

After analysis and assessment of future target markets, **redesigning marketing and campaign materials** will be necessary to **attract and recruit new business** identified by target industries. Our team will participate in professional development opportunities to **continuously improve our ability to respond to Requests for Information (RFIs)**. Our team will **attend select trade shows and events to showcase Lexington** to corporate decision-makers, and site selection consultants.



1.0

Letter of Intent / Statement of Services

1.2 – 1.5

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1. New Business Development/Job Creation (CONT.)

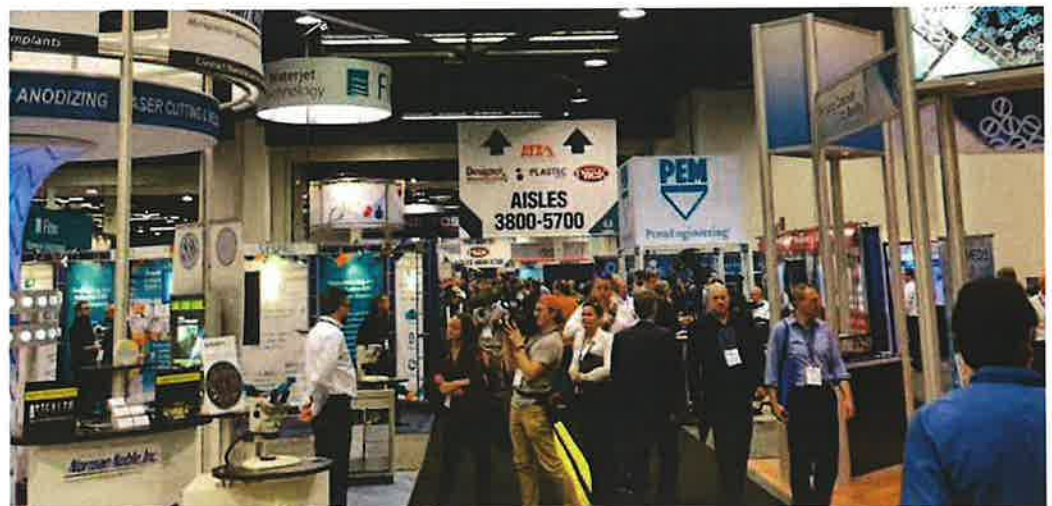
Examples of select trade shows and consultant events:

- SelectUSA Investment Tradeshow, aimed at recruiting foreign direct investment to the United States
- Site Selectors Guild
- Medical Device and Design
- Biotech Industry Organization
- International Economic Development Council (IEDC)
- Association of Chamber of Commerce Executives (ACCE)
- Area Development Consultant Forum
- KYUnited and Kentucky Association for Economic Development efforts
- International Asset Management Council

We will:

- Organize Bluegrass Alliance consultant trips to major cities (Dallas, Chicago, Atlanta)
- Represent Lexington at the Kentucky Cabinet for Economic Development's consultant trips to same cities
- Utilize a market research consulting firm to identify real estate executives and site selection consultants in major cities and arrange meetings
- Meet with 75-100 site selection consultants annually

Our team will continue to coordinate new business project activity and site visits from companies outside of Lexington with Lexington Economic Development Partners. We will also coordinate any assistance needed prior to the visit and provide detailed follow-up.



1.0

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1. New Business Development/Job Creation (CONT.)



We will refresh the LocateinLexington website to incorporate the LEP goals and objectives. Our website will include a section that focuses on the LEP. We will also promote the LEP throughout our existing social media platforms—LinkedIn, Facebook, and Twitter—which are followed by companies and consultants alike. Our team will post important LEP “fast facts” regarding new announcements, available real estate, rankings, and other newsworthy events about Lexington on a regular basis.

We will strategically place advertisements in various industry publications such as *Site Selection Magazine*, *Area Development Magazine*, *Keeneland Magazine*, and *Kentucky's Guide to Economic Development* and will cobrand these advertisements with the LEP logo.



By researching and analyzing data from the latest Census, American Community Study, Bureau of Labor Statistics, Bureau of Economic Analysis, and other sources, we will promote Lexington as a great place to do business. This data is critically important to marketing Lexington and the Bluegrass region. It allows us to showcase diversity, education attainment, and size of our labor force.



In the past, consultants have overlooked Lexington based on the population, size of labor force, and available product (sites/buildings) within Lexington. To counter that narrative, Commerce Lexington markets and manages a nine-county economic development group known as the Bluegrass Alliance. The Bluegrass Alliance was created to promote regional cooperation and enhance economic development efforts in Central Kentucky. We hold regular Bluegrass Alliance meetings to discuss economic development issues and rotate those meetings among each community.

1.0

Letter of Intent / Statement of Services

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Framework for plan implementation.

Identification of criteria to measure the success of your proposal.

2. Existing Business Retention and Expansion

Through our dedication to the existing business community and our partnership with the city, Commerce Lexington contacts over 200 companies annually in an effort to coordinate a meeting with the LEP team. Accepted meetings allow our team to identify potential expansions, network connections to near-source supplies, potential conventions for Visitor Industries with VisitLEX, training opportunities, workforce needs and issues, and more. We will continue to coordinate LEP meetings, which include staff 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 have provided our team insight into the business communities unique needs. Following each meeting, we will continue to coordinate appropriate LEP partner responses to address the issues identified.



We will conduct monthly “Deal Day” project briefing updates with the Chief Development Officer to provide an overview on prospect activity for the previous month. Discussion of project activity, breakdown of leads by industry, potential flight risks, and other topics will be discussed. We will give an overview of current inventory of sites and buildings, and update the Chief Development Officer on significant challenges identified via LEP meetings.

We will reinstate and organize Local Government Days, which help officials better understand businesses in the community and will show officials the role LEP plays.

1.0

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Framework for plan implementation.

Identification of criteria to measure the success of your proposal.

2. Existing Business Retention and Expansion (CONT.)

We will expand upon our network group support by organizing:

- Manufacturer's Networking Group meetings
- Bluegrass Bio Meetings
- Contact Center Consortium Network (C3N)
- Tech Networking Group
- National Horse Center/nationally headquartered equine associations
- A new Global Headquarters Group



3. Entrepreneur Development/Start-Up Assistance

Commerce Lexington will continue to be a community partner and catalyst in support of Lexington's startup ecosystem through various key initiatives and collaborations.

The Kentucky Cabinet for Economic Development contracts with Awesome Inc. and UK Office of Technology Commercialization to provide hands-on mentoring, coaching and support of early-stage entrepreneurs. Our team will work to promote innovation across the region and foster a culture of entrepreneurship by serving as a connecting point for entrepreneurial resources. Today, we work with community partners such as the Small Business Development Center, SBA, Awesome Inc., UK's Office of Technology Commercialization, and the UK Von Allmen Center through joint initiatives that assist the entrepreneurial community.



Launch Blue was formed in 2020 as a collaboration among UK, Commerce Lexington, and numerous partners in the Lexington ecosystem. It is Kentucky's only pre-seed accelerator program that launches nationally competitive high-growth, tech-focused startups.

The ED team plays an important role in the partnership by serving as the fiscal agent and providing board direction. Launch Blue will position Lexington as the statewide leader in building startup ecosystems.



We will support Lexington's Bluegrass Angels (BGA) investor group's mission to provide startup capital and mentorship to Kentucky startups. BGA is the leading angel investor organization in Kentucky. Through its venture funds, BGA sources deals, leads investment rounds, attracts co-investment and non-dilutive capital to KY startups, and helps startups to grow and scale.

1.0

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3. Entrepreneur Development/Start-Up Assistance (CONT.)



We will coordinate and promote the success of the Lexington entrepreneurship ecosystem. In conjunction with the UK Office of Technology Commercialization, we will annually survey and celebrate Lexington's entrepreneurs. We will host the annual "Who Got the Money" (WGT\$) event to recognize and celebrate Lexington entrepreneurs and their impact on the Lexington economy as well as improve upon the digital media presence of those businesses.



We will promote and support the Lexington entrepreneurship ecosystem via StartupLex. The ED team engages with StartupLex, a group formed in 2019 to aggregate, communicate, and drive awareness of Lexington's entrepreneurial ecosystem. StartupLex provides valuable tools in the form of the StartupLex.org website, the StartupLex Slack channel (which allows various members to work in sync and communicate), and the weekly StartupLex News & Events newsletter.



As a founding partner in 5-Across, Commerce Lexington will support and participate in 5-Across events hosted by Awesome Inc. Meeting every other month, 5-Across is Kentucky's largest and most well-known startup pitch competition. Commerce Lexington will support 5-Across through in-kind services and sponsorship funding.

4. Minority Business Development

Commerce Lexington's Community & Minority Business Development (CMBD) program works to promote and sustain the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs; recruits minority-owned businesses into the seven-county Lexington MSA and Commerce Lexington; and provides business referral services to the appropriate minority business assistance agencies.



Since its inception in 2001, the innovative, nationally benchmarked Access Loan Program has facilitated over \$24 million in approved loans for small businesses, start-ups, and expansions. The program has also partnered with other chambers and economic development agencies in 19 counties throughout Central Kentucky with a total of 26 participating lenders. By meeting prospective business owners where they are, the program thrives in providing technical assistance that guides business owners through all facets of business plan and financial development.

The Access Loan Program consists of a core group called the Subcommittee, which meets to review every completed application; and the Full Committee, which comes together only after the Subcommittee moves the request forward. Ninety-seven percent of requests are approved once reaching the full committee. With lending

1.0

Letter of Intent / Statement of Services

1.2 – 1.5

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Identification of criteria to measure the success of your proposal.

4. Minority Business Development (CONT.)

partners comprised of local non-profits, a credit union, and local and national banks, the program has the capability to make commercial loans that range from \$5,000 to several million. We will continue this tried-and-true approach of lending to small businesses and project that we will facilitate at least \$500,000 during the life of this relationship.

Commerce Lexington's CMBD also offers a biannual event called the Opportunity Exchange, usually held in the spring and fall. We offer forums on significant topics directly affecting small and minority businesses and provide networking with procurement professionals from the University of Kentucky, Toyota Kentucky, Messer Construction, and LFUCG, to name a few. The networking portion of the event allows minority businesses to personally introduce themselves and their



businesses to decision-makers for various projects. Commerce Lexington has been and will continue to be a major sponsor in the Lexington Bluegrass Area Minority Business Expo. Our sponsorship helps to bring quality programming, business collaborations, and educational forums to hundreds of entrepreneurs. Workshop attendees leave equipped with business resources to grow their brands. This event is held annually and offers sessions like "Growing Your Business" and "Government Market to Growing Your Business." The two-day event includes speed dating sessions with large companies, and culminates with a nationally-known luncheon speaker who offers best practices and encouragement to emerging and seasoned minority businesses. CMBD is also a community partner with the Turner-UK Construction Diversity Accelerator program. This inaugural

program is designed to help minority-owned, women-owned, and other under-represented construction-related businesses gain access to the tools, resources, and opportunities to be competitive in the construction industry. Additionally, we are a leading partner with Fayette County Public Schools on events like "How to Do Construction," "Meet the Primes," and "Building Intentional Partnerships." CMBD also has other partnerships throughout the year with LFUCG, the University of Kentucky, and Messer Construction on outreach events.



In the winter of 2021 and the spring of 2022, Commerce Lexington CMBD offered business planning classes to 17 entrepreneurs over a total of 11 weeks. This pilot course used the Money Smart for Small Business training program developed jointly by the Federal Deposit Insurance Corporation (FDIC) and the Small Business Administration (SBA).

1.0

Letter of Intent / Statement of Services

1.2 – 1.5

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4. Minority Business Development (CONT.)

We will continue to offer these classes in two 6-week formats. The classes included, but were not limited to, "Is Owning a Small Business Good for You?," "Organizational Types," "Recordkeeping," "Financial Management," "Time Management," and "Managing Cashflow/Insurance." If funded, we will make a slight adjustment by adding "Meet the LFUGG Minority Business Liaison" to one of the classes. We project that with the proper marketing program, this training would attract 15-20 emerging business owners per six-week session. These classes were taught and will continue to be taught by a certified instructor. A weekly meal will continue to be provided, as these classes are offered after normal business hours. Additionally, we will provide one-on-one technical assistance to class members during and after classes end. As a highlight, the FDIC's Acting Chief of Program Development, Ken Worthey, asked CMBD to present in the nationally recognized FDIC Money Smart for Small Business Town Hall webinar. In this town hall, Tyrone Tyra, Senior Vice President of Community & Minority Business Development, was a guest panelist, alongside Mark Madrid, U.S. Small Business Administration Associate Administrator, Office of Entrepreneurial Development.

In 2020 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, formed the Black Faith Leaders Collaborative. This group meets monthly to discuss barriers to entry and RFP/bid opportunities for minority-owned businesses. Since its inception, the collaborative has hosted successful minority business owners and speakers and celebrated the University of Kentucky's winning the INSIGHT Into Diversity Jessie L. Moore 2022 Supplier Diversity Award, which is a national recognition honoring colleges and universities that take proactive steps to support and engage with minority-owned businesses through supplier diversity offices, unique programs, and leading initiatives. Most of the university's application centered on the changes that were proposed and instituted from the Black Faith Leaders Collaborative. This is also proof that these monthly courageous conversations have yielded benefits that will assist minority-owned businesses today and in the future.

Commerce Lexington's CMBD, in partnership with EHI Consultants, recently conducted a Prime Contractors Survey. The overall objective of the analysis was to define where the obstacles and barriers to entry exist in the areas of minority contracting in Lexington. As minority-owned businesses aspire to grow and prosper, it's imperative that they become part of an inclusive and growing economic engine in Lexington. The data and information derived from the survey will help inform the business community on strategies, policies, and programs to enhance minority business development partnerships.

1.0

Letter of Intent / Statement of Services

1.2 – 1.5

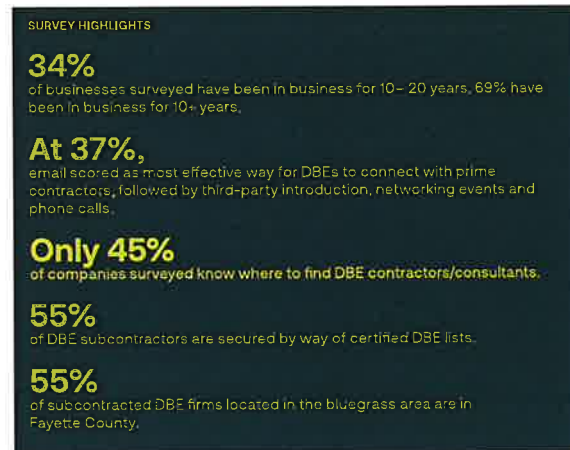
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4. Minority Business Development (CONT.)



The survey process revealed gaps in business opportunities and contracting efforts. As a result, we will target our activities to attack some of the pressing issues for prime contractors and minority businesses, such as identifying the right minority businesses that provide the services prime contractors need. We will utilize our meetings to bring together minority businesses and prime contractors in the same space to break down some of the barriers

and overcome misperceptions through communication and relationship-building. We will leverage our partnerships by identifying qualified minority businesses and increase minority participation.



Commerce Lexington instituted the Minority Business Accelerator in 2013. To date, the Accelerator members have achieved over \$26 million in procurement contracts and opportunities. By request from some members of the Minority Business Accelerator, we are forming a new Minority Business CEO Roundtable.

The group will be formed with current Minority Business Accelerator members and other substantial minority business owners from the community. These business owners are engaged in the community and want to act as a bridge to bring emerging minority businesses out of the shadows, so they can receive training and learn about opportunities that are available to them. The group will meet 3-4 times a year. The roundtable will also concentrate on issues that surround minority businesses at all levels. The results of these meetings will be reported to the Commerce Lexington Board of Directors, where we will ask for solutions when it is possible.

As mentioned above, we would like to add LFUCG's Minority Business Liaison to our Money Smart for Small Business classes. As we have previously done with the Opportunity Exchange and other outreach activities, we will continue to include the Liaison into all our outreach activities where appropriate. Each quarter we will send the Liaison a list of our minority-owned business owners, a free advertisement, and write up in our Minority Business Resource Guide, which is published several times throughout the year.

1.0

Letter of Intent / Statement of Services

1.2 – 1.5

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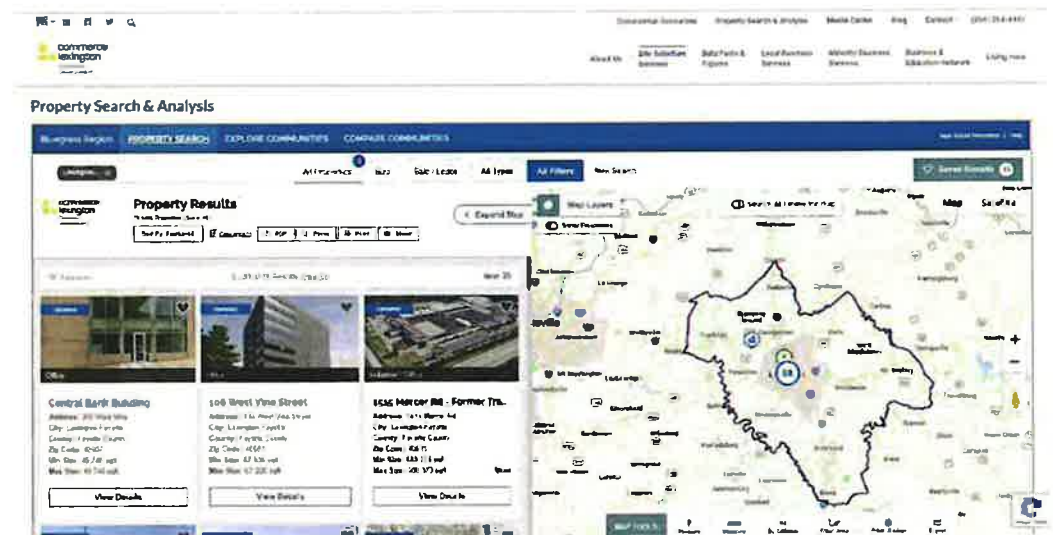
Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan and project deliverables.

Framework for plan implementation.

Identification of criteria to measure the success of your proposal.

5. Available Economic Development Property Register

Commerce Lexington will continue to maintain and update a regional property database. The research team recently overhauled our property register to align with the Kentucky Cabinet for Economic Development's site selection tool in order to enhance efficiency, compatibility and accessibility. Our team ensures the register is revised consistently and receives immediate updates as new listings are received from regional commercial real estate brokers, Kentucky Commercial Real Estate (KCREA) and Loopnet. Our team will reinstate organized 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 LFUCG and the community at large in real time with accurate and up-to-date information. We will 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 have the ability to 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.



1.0

Letter of Intent / Statement of Services

1.2 – 1.5

Describe how you would carry out completion of the scope of services in which you express an interest.

Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan and project deliverables.

Framework for plan implementation.

Identification of criteria to measure the success of your proposal.

6. Chief Executive Roundtables

Lexington is fortunate to be home to globally headquartered businesses, such as Lexmark, A & W Brands, Tempur-Sealy, Florida Tile, Clark Material Handling, and others that are a source of major employment for Lexington. Biannually, we will engage CEOs to network and share best practices to create an environment where they can foster collaboration and find opportunities to make a positive impact in Lexington. We will serve as the liaison and implement agendas as developed by the participants. Topics may include future economic development opportunities; diversity, equity and inclusion; and public policy issues. Our team will encourage and promote capital investment, job growth, and innovation in synchronicity with the realigned target markets.



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