

CENTRAL KENTUCKY BUSINESS PARK AUTHORITY

Request for Proposal Consulting and Real Estate Services

I. INTRODUCTION AND INTENT OF RFP

Central Kentucky Business Park Authority (hereinafter referred to as “CKBPA” or the “Authority”) was formed in 2024 through an Interlocal Cooperation Agreement by and among the Lexington-Fayette Urban County Government, Madison County, Scott County, and the City of Berea to cooperatively pursue economic development opportunities within their tri-county jurisdiction. CKBPA is empowered to acquire, finance, and develop business parks for economic development purposes. Currently, the Authority is tasked with managing a regional business park currently located in Berea, Kentucky, with an aim to support the establishment of new and expanding industries and foster the creation of high-quality jobs.

This Request for Proposal (RFP) is being issued by CKBPA to invite qualified companies to submit proposals for the procurement of comprehensive economic development consulting and real estate services to include board meeting coordination and preparation, site selection and market analysis, oversight of land development including coordination with utility and other service providers, budget development and maintenance, general real estate services, and guidance for strategic growth within CKBPA’s three-county jurisdiction.

II. SCOPE OF SERVICES

Proposers must be able to provide the following services to the Authority, including but not limited to:

- a. Coordinating and overseeing preparation for CKBPA board meetings;
- b. Preparing and submitting required budgets and reports to local, state, and federal agencies;
- c. Working with CKBPA legal counsel as necessary to ensure the Authority’s compliance with grant terms, agreements, and applicable law, regulations, and guidance;
- d. Assessing and providing guidance to CKBPA board on potential economic development sites;
- e. Conducting industrial development market research and analysis;
- f. Analyzing relevant data to assess factors related to economic development sites, including but not limited to demographics, logistics, and utilities;
- g. Identifying and negotiating federal, state, and local tax incentives and benefits for economic development projects;
- h. Identifying and applying for federal, state, and local grants and other funding opportunities, including but not limited to potential foundation grant opportunities;
- i. Providing strategic planning for economic growth in CKBPA’s tri-county jurisdiction; and
- j. Providing commercial and industrial real estate services to CKBPA.

The services to be provided as a result of this RFP will require the execution of a legal agreement between the awarded proposer (also referred to herein as the “contractor”) and

CKBPA for a term of no less than one year, with the option to renew the agreement in one-year increments for no more than five additional years. Annual renewal will be contingent upon CKBPA's satisfaction with the services performed and in CKBPA's sole discretion.

III. MANDATORY QUALIFYING CONDITIONS

Proposers must meet the following qualifications described in this section to submit a proposal:

- a. **Real Estate Broker/Agent:** Proposers shall make available through employment or contract at least one Kentucky licensed real estate agent and/or broker with a record of industrial and commercial real estate experience, and preference will be given to proposers who demonstrate acumen in CKBPA's tri-county region.
- b. **Economic Development Expertise:** Proposers must demonstrate a record of successful Kentucky economic development project analysis and guidance.
- c. **Licensure and Good Standing:** Proposers must provide evidence of at least one member's Kentucky real estate license and a Certificate of Good Standing with the Kentucky Secretary of State.
- d. **Insurance Coverage:** Proposers shall maintain at their own expense the following minimum insurance coverages and shall supply evidence of same to CKBPA if awarded a contract pursuant to this RFP:

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence

IV. PROPOSAL GUIDELINES

- a. **Questions:** Questions regarding this RFP should be submitted prior to the submission deadline stated herein to:

Kevin Atkins, Secretary/Treasurer, Central Kentucky Business Park Authority
200 East Main Street
Lexington, Kentucky 40507
Phone: (859) 258-3110
katkins@lexingtonky.gov

- b. **Submission Deadline and Method:** All submissions shall be submitted by 12:00pm EST July 19, 2025. Submissions shall be submitted via email to Kevin Atkins at katkins@lexingtonky.gov with the subject line "CKBPA – RFP Consulting and Real Estate Services." Any proposals received after this submission deadline will not be considered.
- c. **Modification/Withdrawal:** A proposal may be modified or withdrawn by written notice before the submission deadline stated herein.

- d. **Right to Reject:** The Authority reserves the right to reject any or all proposals. Grounds for the rejection of proposals may include (but are not limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to CKBPA on the contract awarded on the basis of such solicitation.
- Failure of the proposer to sign the RFP.
- Receipt of proposal after the submission date and time specified herein.

CKBPA reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. Further, CKBPA reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of CKBPA.

- e. **Interviews/Presentations:** All proposers whose proposals are judged acceptable for award may be required to be interviewed and/or make a presentation to CKBPA and/or any committee thereof.

f. **Project Timeline:**

RFP Issued:	July 8, 2025
Deadline for Questions:	July 14, 2025 by 4:00pm EST
Deadline for Submissions:	July 19, 2025 by 12:00pm EST
Interviews conducted, if necessary:	July 21, 2025
CKBPA review of RFPs:	July 23, 2025
Proposers notified:	August 4, 2025

- g. **Disclosure:** All information in a proposal may be subject to disclosure under the provisions of the Kentucky Open Records Act, KRS 61.870 to KRS 61.884. The Authority accepts no financial responsibility for costs incurred by any proposer in responding to this RFP. By responding to this RFP, the proposer agrees to hold the Authority harmless in connection with the release of any information contained in its proposal.

- h. **Restrictions on Communications with CKBPA:** From the issue date of this RFP until a proposer is selected and a contract award is made, proposers are not allowed to communicate about the RFP with any CKBPA officer, board member, or contractor (other than the Secretary/Treasurer of CKBPA for the purpose of questions or submissions pursuant to this RFP), or with any official of Madison County, Scott County, Lexington-

Fayette Urban County Government, or the City of Berea contractor (again, other than the Secretary/Treasurer of CKBPA for the purpose of questions or submissions pursuant to this RFP). If violation of this provision occurs, CKBPA reserves the right to reject the proposer's submission.

- i. **Alternate Proposals:** Proposers may submit alternate proposals. If more than one proposal is submitted by a proposer, all proposals must be complete and separate and comply with the instructions set forth herein. Each proposal shall be evaluated on its own merits.

V. PROPOSAL CONTENT AND FORMAT

The following items shall constitute the proposal:

- a. **Cover Letter:** The Cover Letter is to be signed by an officer of the proposer who is authorized to execute a contract with the Authority and provide full contact information for the proposer. The Cover Letter shall specify that the proposal shall remain valid for six months after the submission deadline stated herein. If there is any deviation from or exception to the RFP requirements in the proposer's submission, such deviation/exception shall be stated clearly in the cover letter, with detailed reasoning for the deviation or exception.
- b. **Executive Summary and Proposal Overview:** The Executive Summary and Proposal Overview should condense and highlight the contents of the proposal in such a way as to provide CKBPA with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, the proposer should submit with their response a summarized profile describing the demographic nature of their company or organization as follows:

1. When was your organization established and/or incorporated?
 2. Indicate whether your organization is classified as local, regional, national, or international.
 3. Describe the size of your company in terms of number of employees, gross sales, etc.
 4. Please indicate whether your business is physically located in Kentucky.
- c. **Relevant Experience:** This section should describe the proposer's expertise in real estate and economic development, with a focus on experience working with local quasi-governmental entities, non-profits, or Industrial/Economic Development Authorities.
 - d. **Evidence of Successful Performance:** Provide evidence of i) successful real estate transactions performed by the proposer and ii) economic development projects led, coordinated, and/or assisted by the proposer, along with the schedule of implementation for said projects.

- e. **References:** Please provide two references from local governments, non-profit or quasi-governmental entities, or for-profit businesses which have utilized the proposer's services. An email address and phone number must be provided for each reference.
- f. **Team Information:** Include details of the proposer's team and their individual qualifications and pertinent skills. A primary contact person must be identified to speak on behalf of the team. Identify whether any services included within the proposal will be outsourced to third parties.
- g. **Services:** Detail the services that the proposer is able to offer the Authority within the Scope of Services stated herein.
- h. **Fees:** Provide a proposed fee schedule for the initial one year term of the agreement to be executed as a result of this RFP. The fee schedule shall be on a monthly retainer basis, such that all services to be provided under the agreement are included within one monthly fee.
- i. **Data Security and Privacy:** This section shall describe the proposer's data security and privacy policies to protect the Authority's confidential data. Identify whether the proposer has ever experienced a security breach.
- j. **Compliance with Law and Regulations:** Provide evidence that the proposer is in compliance with applicable law and regulations, including real estate licensing requirements and a Certificate of Good Standing with the Kentucky Secretary of State.
- k. **Key Milestones and Deliverables:** Identify the timeline for onboarding the Authority and provide key deliverables which the proposer anticipates including as part of its services to CKBPA.

The proposal shall be submitted in a single communication pursuant to Article IV herein.

VI. EVALUATION CRITERIA AND SELECTION PROCESS

- a. **Evaluation Scoring:**
 - 1. Proposer Qualifications and Experience – 30%
 - 2. Ability to Provide Scope of Service – 30%
 - 3. Cost Proposal – 20%
 - 4. Data Security and Privacy – 20%

Central Kentucky Business Park Authority is an Equal Opportunity Employer and does not discriminate against any applicant based on any employee, contractor, or agent's race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by applicable law. All qualified applicants will receive consideration without regard to these protected characteristics.

VII. COMPETITIVE NEGOTIATION AND METHOD OF AWARD

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

CKBPA will review all proposals properly submitted and conduct written or oral discussions with all responsible proposers who submit proposals determined in writing to be reasonably susceptible of being awarded the contract under this RFP. However, CKBPA reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the Authority. Proposers selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the proposer's Best and Final Offer. CKBPA also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the Authority. Such a waiver should in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

Likewise, it is the intent of CKBPA to award a contract to the qualified proposer whose proposal, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the Authority, cost and other factors considered. Notwithstanding the above, this RFP does not commit CKBPA to award a contract from this solicitation.

VIII. RECIPROCAL PREFERENCE

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, CKBPA will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above-referenced statute.

IX. CONFLICT OF INTEREST

This RFP and resulting contract are subject to provisions of the Kentucky Revised Statutes regarding conflicts of interest. When submitting and signing a proposal, a proposer certifies that no actual, apparent or potential conflict of interest exists between the interests of CKBPA and the interests of the proposer. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

X. AGREEMENT

CKBPA reserves the right to add, delete, or change related items or services to the contract established from this RFP. The RFP should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the proposer's response accepted by the Authority, should be the entire agreement between the parties. CKBPA may terminate

the contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract.

XI. COPYRIGHT OWNERSHIP

The contractor and CKBPA intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belong to and shall be the sole and exclusive property of the Authority. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the Authority.

XII. GOVERNING LAW

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Authority's tri-county region and/or CKBPA itself. The resulting contract shall be governed by Kentucky law, and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

The contractor shall pay any sales, use, personal property and other tax arising out of the contract resulting from this RFP and the transaction contemplated hereby. Any other taxes levied upon the contract or services delivered pursuant thereto shall be the responsibility of the contractor. The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) social security or annuities. The contractor shall carry workers' compensation insurance to the full amounts as required by applicable Kentucky law. None of the foregoing shall be reimbursed or compensated by CKBPA.

XIII. ASSIGNMENT AND SUBCONTRACTING

The contractor may not assign or delegate its rights or obligations under this RFP or the contract resulting from this RFP without the prior written consent of the Authority.