



ONE LOUISVILLE

In partnership with



Cabinet for Economic Development

REQUEST FOR PROPOSALS

*New Markets Tax Credit (NMTC) Consulting and
Community Development Entity (CDE) Advisory Services*

Issued by: One Louisville
101 South 5th Street, Suite 2300
Louisville, Kentucky 40202

RFP Release Date: August 12, 2026
Proposal Due Date: September 10, 2026 at 2pm ET

RFP Facilitator: Henry Snyder, COO/CFO
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1. Introduction / Purpose

One Louisville ("One Louisville") is seeking a qualified entity or individual ("Company") experienced with the federal New Markets Tax Credit ("NMTC") Program to provide consulting services relating to the formation and operation of a Community Development Entity ("CDE") and the pursuit of NMTC allocations to benefit eligible low-income communities throughout the Louisville metropolitan area. One Louisville anticipates selecting one firm to perform the services described herein. Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposals ("RFP").

2. Schedule of Events

It is the goal of One Louisville to select and retain a Company by approximately Q4 2026. In preparation for that action, the following tentative schedule of events has been prepared:

Event	Date
RFP Released	August 12, 2026
Deadline for Written Questions	August 21, 2026
Responses to Questions Posted	August 26, 2026
Proposals Due	September 10, 2026 at 2pm ET
Proposal Evaluation Period	September 11 – September 18
Interviews (if required)	September 23, 24, 25
Notification of Selection	September 29, 2026
Contract Execution	October 14, 2026
Anticipated Engagement Start	October 19, 2026

One Louisville reserves the right to amend, withdraw, and cancel this RFP. One Louisville reserves the right to request or obtain additional information about any and all submittals before making an award. One Louisville also reserves the right to seek clarification from any Proposer about any statement in its proposal that One Louisville finds ambiguous.

3. Background

One Louisville is the Louisville metropolitan area's primary economic development organization, formed through the combination of Greater Louisville Inc. (GLI) and the Louisville Economic Development Alliance (LEDA) in March 2026. As a 501(c)(6) organization, One Louisville serves as the region's unified voice for business attraction, retention, and expansion, and works in close partnership with Louisville Metro Government, private sector partners, and community stakeholders.

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Louisville is the largest city in Kentucky, with a metropolitan statistical area population exceeding 1.4 million people. The city serves as the economic and cultural center of the tri-state region encompassing Kentucky, Indiana, and southern Ohio. Louisville is home to a diverse and growing economy anchored by healthcare (e.g., Norton Healthcare, UofL Health, Baptist Health), advanced manufacturing (e.g. Ford, GE Appliances), logistics (e.g., UPS Worldport, one of the world's largest air cargo hubs), bourbon and spirits production, and an expanding technology and life sciences sector.

Despite strong overall growth indicators, significant portions of Louisville's urban core and surrounding neighborhoods remain economically distressed and qualify as Low-Income Communities under the NMTC Program. One Louisville seeks to leverage the NMTC program as a catalytic financing tool to drive investment into these communities, supporting projects in areas such as downtown revitalization, manufacturing, healthcare, mixed-use development, food systems, childcare, education, technology, and small business infrastructure.

One Louisville is seeking proposals from qualified consulting organizations who can assist with the set up of a new Louisville-focused CDE and the application for a NMTC allocation for projects within the Louisville metropolitan area. One Louisville anticipates seeking a NMTC allocation during an application round in 2027.

METCO Program

One Louisville has experience managing a revolving loan fund called METCO. This program has existed since the late 1980s and has a current portfolio of over \$17 million in outstanding loans. METCO loans have supported real estate development projects, small business, and brownfield clean up. This history of this program can be leveraged to bolster the reputation of a newly formed CDE (if recommended).

In Q3-4 2026, One Louisville is also launching a Downtown Investment Fund modeled on success stories in other cities such as 3CDC in Cincinnati. This tool can be leveraged as an investment/gap filler for NMTC projects.

4. Scope of Services

The selected Company shall provide consulting, advisory, and transaction support services related to the NMTC Program and the formation and/or operation of a CDE as set forth in detail in Appendix A (Scope of Services). At a high level, the engagement is expected to include general NMTC education and advisory services, CDE formation, project pipeline development, investor and lender identification, CDE outreach and presentations, legal and accounting coordination, NMTC application preparation, transaction closing support, and ongoing NMTC program and compliance management.

5. General Terms and Conditions

By submitting a Proposal, the Company acknowledges and agrees to the terms and conditions set forth in this RFP, including the Sample Professional Consultant Services Agreement attached as Appendix B. The Company further acknowledges that any contract awarded pursuant to this RFP is contingent upon the Company's ability to provide all required insurance coverage (Section 11 of Appendix B, subject to Section 11(g) thereof), execute the form of Agreement without material exceptions, and satisfy all representations made in its Proposal.

One Louisville is a private, non-profit 501(c)(6) organization. Nothing in this RFP shall be construed to create a partnership, joint venture, or employer-employee relationship between One Louisville and the selected Company. The selected Company shall at all times act as an independent contractor.

6. Inquiries

All inquiries regarding this RFP shall be directed to the RFP Facilitator identified on the cover page. Inquiries must be submitted in writing via email by the deadline set forth in Section 2 (Schedule of Events). Responses to written inquiries will be compiled and distributed to all Proposers who have registered as prospective Proposers. To register, a prospective Proposer must email the RFP Facilitator at the address on the cover page with the Company's legal name and a single point of contact, including name, title, email address, and telephone number. Registration is required in order to receive responses to written inquiries and any addenda, and should be completed no later than the deadline for written questions set forth in Section 2. One Louisville is not responsible for a Proposer's failure to receive responses or addenda if it has not registered.

All requests for clarifications, changes, or exceptions must be submitted in writing to the RFP Facilitator identified on the cover page. All communications must be in written format. Any verbal communications will not be considered or responded to. Any communications with One Louisville board members or staff other than the designated RFP Facilitator, prior to award, are strictly prohibited. Any Proposer who violates this provision shall be immediately disqualified from consideration.

7. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains alterations or other irregularities that materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected.

Unauthorized conditions, exemptions, limitations, or qualifications attached to a Proposal will render it non-responsive and may cause its rejection.

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Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to One Louisville. One Louisville shall not be liable for any costs incurred in response to this RFP, including costs for interviews, presentations, or other follow-up information.

8. Delivery / Submission of Proposals

Proposals must be received by One Louisville no later than the date and time stated in Section 2 (Schedule of Events). All proposal documents and supplementary documents must be submitted electronically to the RFP Facilitator at the email address provided on the cover page, unless alternative submission instructions are provided by addendum.

The time and date are fixed, and extensions will not be granted unless specifically stated by One Louisville in an addendum to this RFP. Proposals not received before the deadline will not be accepted.

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein.

9. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all proposals submitted by that Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, provided the new proposal is received before the deadline.

10. Proposal Format and Content

Proposals should be prepared in a straightforward, concise manner and emphasize the Company's demonstrated capability to perform the described work. Emphasis should be concentrated on completeness and clarity. Proposals must address all of the following items and follow the order listed below. Please also include a copy of your company's IRS Form W-9 with your submission.

Proposals shall adhere to the following format:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing
- Disclosures

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a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of the Company's qualifications and its willingness to enter into a contract under the terms and conditions prescribed by this RFP. The letter must identify a single point of contact during the RFP review process, including telephone number and email address. The letter should also include the full legal name, address, type of legal entity, and Federal Employer Identification Number.

b. Statement of Understanding and Approach

This section must demonstrate a clear understanding of the Services. It should describe the general approach, organization, and staffing for the requested Services. The proposal must include:

1. Method for providing each service enumerated in the Scope of Services (Appendix A).
2. Describe the Company's equal employment and affirmative action policies, including the proportion of employees who are minorities and women.
3. Proposed project schedule and key milestones, aligned with One Louisville's anticipated NMTC application cycle.

c. Company Information

Provide a general description of the Company, including year founded, ownership structure, headquarters location, number of employees, office locations serving this engagement, and any relevant affiliations. Include a summary of the Company's NMTC and community development finance practice area, total NMTC allocations facilitated (by dollar value and count), and any CDEs the Company currently manages, operates, or has helped establish.

d. Company Personnel

Identify all personnel who will be assigned to the engagement, including role, level of involvement (percentage of time), and relevant experience. Provide resumes or detailed biographies for each key team member. Identify the lead engagement partner or principal who will serve as the Company's primary point of contact with One Louisville.

e. Experience and References

Provide the following:

1. At least three (3) client references for engagements of similar scope completed within the past five (5) years. Include client name, contact person, telephone number, email address, engagement description, and dates of service.
2. List of CDE clients and services provided over the past five (5) years.
3. Experience working with CDEs created by or affiliated with public or quasi-public agencies, economic development organizations, or chambers of commerce.
4. Experience working in the Appalachian region, the Midwest, or communities with demographic profiles similar to Louisville's distressed neighborhoods (preferred, but not required).
5. NMTC Allocation Statistics: Number of applications submitted, success rate percentage, and amount of allocation awarded.

f. Evidence of Insurance

The Company shall provide evidence of its ability to satisfy the insurance requirements set forth in Section 11 of the Sample Professional Consultant Services Agreement attached as Appendix B.

B. This requirement may be satisfied by submitting either:

1. current certificates of insurance evidencing coverages and limits that meet or exceed those required by Section 11 of Appendix B; or
2. current certificates of insurance for the Company's existing coverages, together with a letter from the Company's insurance broker or carrier confirming that the Company is able to obtain the coverages, limits, and endorsements required by Section 11 of Appendix B upon award of the Agreement.

Additional insured and waiver of subrogation endorsements naming One Louisville are not required at the proposal stage and will be required only following award, as provided in Section 19. If the Company does not presently carry a required coverage, or carries it at limits below those required, the Company shall identify the difference and state how and by when it will be cured.

One Louisville may, in its sole discretion, accept alternative coverage structures or limits in accordance with Section 11(g) of Appendix B. A Company that wishes to be considered for such an accommodation should identify the specific requirement and its proposed alternative in this section of its Proposal.

g. Pricing

All proposals must include a stated fee proposal for providing the services outlined in the Scope of Services. A flat fee for the core services provided is strongly preferred with additional services billed hourly. If billing hourly, provide billing rate ranges for all individuals who will work on the engagement, and an estimated total cost for each service category. Pricing shall be submitted as a separate cost file.

It is requested that the fee structure be broken out by service as outlined in the scope of services (e.g., CDE formation versus pursuing a NMTC application).

h. Disclosures

All proposals must include a response to the Disclosure Questionnaire (Appendix C). Please disclose any and all past or current business or personal relationships with any current One Louisville board member, officer, or employee, or their immediate family members. Any past or current business relationship may not disqualify the firm from consideration; however, Companies must describe how they propose to resolve any such conflict. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

11. Addenda

One Louisville reserves the right to issue addenda during the RFP process which must be acknowledged in writing by the Company. It is the Company's responsibility to ensure it has the most up-to-date information before submitting. Addenda notifications will be provided to Companies that have registered as prospective proposers.

12. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the submission deadline. Submitted proposals may be withdrawn at any time prior to the submission deadline by written notice to the RFP Facilitator.

13. Public Records

All Proposals submitted in response to this RFP become the property of One Louisville. One Louisville is a private, non-profit corporation subject to Kentucky Open Records. One Louisville values transparency and may share Proposal information with its board, staff, advisors, and partner organizations in connection with the evaluation and award process. Proposers must identify in advance any proprietary or confidential materials contained in their Proposal and provide justification for non-disclosure, and One Louisville will use reasonable efforts to maintain the confidentiality of materials so identified.

14. Evaluation of Proposals

One Louisville reserves the right to amend, withdraw, and cancel this RFP at any time prior to agreement execution, and to reject all responses. One Louisville may request additional information about any proposal to assess the Company's competence, staffing, experience, and financial resources.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements stated in this RFP. Proposals that fail to follow the rules, do not meet minimum content and quality standards, or do not provide the required references will be rejected as non-responsive.

Companies will be evaluated on the basis of the following criteria:

Evaluation Criterion	Weight
Company qualifications, experience, and demonstrated track record with NMTC allocations and CDE formation/operation	30%
Qualifications and experience of key personnel assigned to the engagement	20%
Proposed approach, methodology, and project management plan	20%
Relevance of prior work (EDOs, chambers, public-sector CDEs, distressed Appalachian/Midwest communities)	15%
Pricing and overall value	15%

If needed, interviews will be scheduled as stated in Section 2 (Schedule of Events). The highest rated proposers within a competitive range will be invited to participate. Interviews will include a

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presentation portion and a question-and-answer portion. Companies invited to interviews should expect sessions of approximately one (1) hour, and may include a PowerPoint presentation or other materials at the Company's discretion.

Interview scoring criteria:

- Proposal Presentation and Communication Effectiveness (20%)
- Responses to Interview Questions (40%)
- Demonstrated Effective and Innovative Services and Solutions (40%)

The selected Company shall enter into exclusive negotiations with One Louisville to finalize the Scope of Services and Compensation. If One Louisville is unable to reach agreement with the top-ranked Company, it will begin negotiations with the next highest-ranked Company.

15. Rejection of Proposals

One Louisville may reject any or all Proposals and may waive any immaterial deviation in a Proposal. Proposals that include terms and conditions other than One Louisville's terms and conditions may be rejected as non-responsive. One Louisville reserves the right to reject any proposal if the evidence submitted fails to satisfy that the Company is properly qualified to carry out the obligations of the Agreement.

16. Protest Procedures

A Proposer not selected for award of the Contract who wishes to protest One Louisville's selection must submit a written protest to the RFP Facilitator within five (5) business days of notification of the selection decision. The written protest must include a detailed statement of the grounds for protest and all supporting documentation. Protests not submitted within this timeframe or not conforming to this procedure will be rejected as invalid. One Louisville may proceed with contract award and execution of the Agreement notwithstanding a pending protest. One Louisville's determination of the protest shall be final.

17. Contract Term

The initial term of the Agreement shall be 12 months from the date of execution, with the option to extend for up to two (2) additional one-year terms based upon acceptable performance by the Company, acceptable fees, and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the initial contract term. Price modifications for any renewal period shall be negotiated by the parties.

18. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with One Louisville without exceptions to the standard agreement. A copy of the standard agreement is attached as Appendix B. Any exception to the standard agreement may be deemed non-responsive. In the event of a conflict between documents, the following order of precedence shall apply:

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- Agreement;
- One Louisville's Request for Proposals; or
- Company's Response to the Request for Proposals.

19. Execution of Agreement

After contract award, the following shall be signed and returned to One Louisville within fourteen (14) calendar days from the date One Louisville delivers such documents to the Company:

- One (1) original of the Agreement, properly executed by the Company.
- Certificates of Insurance evidencing the coverages required by Section 11 of the Agreement.

Additional Insured and Waiver of Subrogation endorsements required by Section 11(b) of the Agreement shall be delivered within thirty (30) calendar days from the date of award.

20. Failure to Execute the Agreement

Failure to execute the Agreement and furnish required insurance within the required time period shall be just cause for rescission of the award. If the successful Company refuses or fails to execute the Agreement, One Louisville may award the Agreement to the next qualified Company.

21. Cancellation

One Louisville retains the right to cancel this RFP at any time, should it be deemed in the best interest of One Louisville. No obligation, either expressed or implied, exists on the part of One Louisville to make an award based on the submission of any proposals.

APPENDIX A

SCOPE OF SERVICES

At a minimum, the services provided to One Louisville by the selected Company will include the following:

1. **General NMTC Education and Advisory Services.** Provide general consulting services related to the NMTC program, including educating One Louisville staff, board members, and key community and government partners about NMTC program requirements, deal structures, investor relationships, and how to appropriately structure and achieve an allocation of NMTC for eligible projects.
2. **Project Pipeline Development.** Assist with identifying, assessing, and prioritizing potential NMTC-eligible project(s) best qualified to support an application in 2027. This includes conducting initial feasibility reviews, community impact assessments, and project readiness evaluations for candidate projects focused on downtown and adjacent neighborhood revitalization, manufacturing, healthcare, and mixed-use development.
3. **CDE Formation or Partnership Strategy.** Advise One Louisville on the optimal structure for accessing NMTC allocations, including: (a) pursuing an allocation through an existing certified CDE partner; or (b) creating a new certified CDE affiliated with or controlled by One Louisville or a designated affiliate. This includes evaluating existing CDEs, their strengths, and focus areas and whether there is a gap in focus areas that One Louisville may be well positioned to fill. If CDE formation is pursued, assist One Louisville with all steps necessary to achieve CDFI Fund certification as a Community Development Entity, including preparation of all required documentation and organizational structure.
4. **Investor and Lender Identification.** Identify potential NMTC investors (tax credit equity investors) and debt providers, and structure NMTC transactions accordingly with One Louisville's input. Advise on market terms, pricing, and investor due diligence requirements.
5. **CDE Outreach and Presentations [if partnership recommended].** Assist One Louisville in presenting potential project(s) to appropriate CDEs and NMTC investors to obtain commitments of NMTC allocation(s). Support preparation of project presentations, investment memoranda, and community impact documentation.
6. **Legal and Accounting Coordination.** Assist One Louisville in identifying appropriate legal and accounting expertise for CDE set up, if recommended, and NMTC transactions and coordinate with these service providers throughout the process.
7. **NMTC Application Preparation [if CDE formation recommended].** Prepare a competitive application to the CDFI Fund for a NMTC allocation during the applicable application round, with the assistance of One Louisville staff and designated partners. Provide strategic guidance on CDFI Fund scoring criteria, community impact narrative, and project selection.
8. **Transaction Closing Support.** Assist One Louisville in closing a NMTC transaction(s), including advising on all terms, covenants, and agreements contained in NMTC project intake agreements, allocation agreements, indemnifications, guaranties, community benefits agreements, leverage loan documents, and related instruments.

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9. Ongoing NMTC Program Management and Compliance. On an ongoing basis, provide recommendations for the successful continuation of an NMTC program, including optimizing opportunities to receive future NMTC allocations, maintaining compliance with CDFI Fund requirements, and developing long-term CDE strategy for One Louisville.

APPENDIX B

SAMPLE PROFESSIONAL CONSULTANT SERVICES AGREEMENT

This **Professional Consultant Services Agreement** (this “Agreement”) is made as of [Date] (the “Effective Date”) by and between **One Louisville**, a Kentucky nonprofit corporation with offices at 101 South 5th Street, Suite 2300, Louisville, Kentucky 40202 (“One Louisville”), and **[Company legal name]**, a [state] [entity type] (the “Company”). One Louisville issued a Request for Proposals dated August 12, 2026 for New Markets Tax Credit and Community Development Entity advisory services (the “RFP”); the Company submitted a proposal dated [Date] (the “Proposal”); and One Louisville has selected the Company to perform the Services. As used herein, “**Affiliate**” means the One Louisville Foundation and any affiliate, subsidiary, community development entity, or special-purpose entity formed or designated in connection with the Services.

1. Services and Standard of Care

The Company shall perform the services described in Appendix A to the RFP (the “Services”), together with such additional services as the Parties may agree in writing. The Company shall perform the Services in a professional and workmanlike manner, exercising the degree of skill and care ordinarily exercised by consultants performing comparable New Markets Tax Credit (“NMTC”) and community development finance advisory work.

2. Term

The initial term begins on the Effective Date and continues for twelve (12) months thereafter. One Louisville may extend the term for up to two (2) additional one-year terms by written notice delivered not less than thirty (30) days before expiration, on the same terms and at fees agreed by the Parties.

3. Key Personnel

The individuals identified as key personnel in the Proposal shall perform the Services. The Company shall not remove, replace, or materially reduce the involvement of any key person without One Louisville’s prior written consent, except by reason of death, disability, or separation from the Company, in which case the Company shall promptly propose a replacement of comparable qualifications for One Louisville’s approval.

4. Compensation and Expenses

- (a) One Louisville shall pay the Company [a fixed fee of \$_____ for the Services / at the hourly rates set forth in the Proposal, in an amount not to exceed \$_____ without One Louisville’s prior written authorization]. Rates and fees are firm for the initial term.
- (b) The Company shall invoice monthly, with reasonable detail identifying personnel, hours or milestones, and tasks performed. One Louisville shall pay undisputed amounts within thirty (30) days of receipt.
- (c) Reimbursable expenses require prior written approval, are billed at actual cost without markup, and are subject to One Louisville’s travel and expense policy.
- (d) No portion of the Company’s compensation is contingent upon the award of CDE certification or an NMTC allocation unless expressly agreed in writing by the Parties.

5. Independent Contractor

The Company is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship. The Company is solely responsible for its own taxes, withholdings, benefits, and personnel, and has no authority to bind One Louisville or any Affiliate absent written authorization.

6. Conflicts of Interest

The Company represents that the disclosures in its response to Appendix C to the RFP are complete and accurate as of the Effective Date. The Company shall promptly disclose in writing any actual or potential conflict of interest arising during the term, including any engagement to advise or represent (i) another applicant seeking an NMTC allocation in an application round for which the Company is assisting One Louisville, or (ii) any party whose interests are adverse to One Louisville or an Affiliate in a proposed or pending transaction. One Louisville may require reasonable measures to address the conflict and, if it is not resolved to One Louisville's reasonable satisfaction, may terminate under Section 14(c).

7. Confidentiality

The Company shall hold in confidence all nonpublic information of One Louisville, its Affiliates, and project sponsors disclosed in connection with the Services, including pipeline, financial, and borrower information, and shall use it only to perform the Services. This obligation does not apply to information that is or becomes public through no fault of the Company, was lawfully known to the Company without restriction, or is required to be disclosed by law or court order, provided the Company gives One Louisville prompt notice and reasonable opportunity to object. This Section survives for three (3) years after expiration or termination, and indefinitely as to trade secrets and personally identifiable information.

8. Work Product

All deliverables, applications, models, memoranda, analyses, and other materials prepared by the Company for One Louisville under this Agreement ("Work Product") are the property of One Louisville upon payment, and the Company assigns to One Louisville all right, title, and interest in the Work Product. The Company retains ownership of its pre-existing templates, methodologies, and know-how and grants One Louisville a perpetual, nonexclusive, royalty-free license to use them as embedded in the Work Product. Upon request or upon termination, the Company shall deliver the Work Product in usable electronic form, including materials reasonably necessary for a successor consultant or a CDE to continue the work.

9. No Guarantee of Outcome

The Company makes no representation or warranty that One Louisville or any Affiliate will obtain CDE certification or an award of NMTC allocation. Nothing in this Section relieves the Company of its obligations under Section 1.

10. Compliance and Records

The Company shall comply with all applicable federal, state, and local laws, including CDFI Fund program requirements applicable to the Services and applicable equal employment and

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nondiscrimination laws. The Company shall maintain records supporting the Services and its invoices for four (4) years after final payment and shall make them available for review by One Louisville, or by any funder whose funds support the engagement, upon reasonable notice.

11. Insurance

The Company shall maintain, at its own expense, the following insurance for the full term of this Agreement, and shall deliver certificates of insurance and the endorsements described in subsection (b) before commencing the Services and upon each policy renewal.

Coverage	Minimum Limits
Professional Liability (Errors & Omissions)	\$3,000,000 per claim / \$3,000,000 aggregate
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit (owned, hired, and non-owned)
Workers' Compensation and Employer's Liability	Kentucky statutory limits; Employer's Liability \$1,000,000
Umbrella or Excess Liability	\$1,000,000 (following form; may be satisfied by higher primary limits)
Cyber Liability / Network Security and Privacy	\$1,000,000 per claim

Crime or employee dishonesty coverage of \$500,000, including third-party (client) coverage, is required only if the Company will have custody or control of funds belonging to One Louisville or any CDE or NMTC transaction entity.

- (a) Professional Liability. Coverage must extend to tax credit consulting and community development finance advisory services. If written on a claims-made basis, the retroactive date shall be on or before the Effective Date, and the Company shall maintain the coverage, or purchase an extended reporting period endorsement, for three (3) years after expiration or termination of this Agreement.
- (b) Additional insured; waiver of subrogation. One Louisville, its Affiliates, and their directors, officers, employees, and agents shall be named as additional insureds, with waiver of subrogation, on the Commercial General Liability, Automobile Liability, and Umbrella or Excess Liability policies. Neither is required on the Professional Liability or Workers' Compensation policies.
- (c) Primary coverage; retentions. The Company's insurance is primary, and any insurance maintained by One Louisville is excess and non-contributory. The Company is solely responsible for all deductibles and self-insured retentions.
- (d) Insurers. All policies shall be issued by insurers authorized to transact business in the Commonwealth of Kentucky, or by eligible surplus lines insurers, rated not lower than A- VII by A.M. Best Company.
- (e) Notice. The Company shall notify One Louisville in writing within five (5) business days of any cancellation, non-renewal, or material reduction in any required coverage, and shall promptly replace it.

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- (f) Subcontractors. Each subcontractor performing any portion of the Services shall maintain coverage appropriate to its scope of work, or the Company shall confirm in writing that its own policies extend to that work.
- (g) Minimums only. These requirements are minimums and do not limit or satisfy the Company's obligations under Section 12 or any other liability of the Company under this Agreement or at law, subject only to Section 13. One Louisville may, in its sole discretion and by written agreement signed by an authorized representative, accept alternative coverage structures or limits providing substantially comparable protection.

12. Indemnification

The Company shall indemnify, defend, and hold harmless One Louisville, its Affiliates, and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, penalties, and reasonable attorneys' fees to the extent arising out of the Company's negligent acts, errors, or omissions, willful misconduct, breach of this Agreement, or violation of law in the performance of the Services. This Section survives expiration or termination.

13. Limitation of Liability

- (a) Cap. Except as provided in subsection (c), the aggregate liability of each Party to the other arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of (i) two times the total fees paid to the Company under this Agreement, or (ii) \$3,000,000.
- (b) Consequential damages; recapture treated as direct. Except as provided in subsection (c), neither Party shall be liable for indirect, incidental, special, punitive, or consequential damages, or for lost profits. The Parties agree that amounts attributable to the recapture, disallowance, reduction, or unavailability of New Markets Tax Credits, together with related penalties, interest, and reasonable costs of defense, constitute direct damages and are not excluded by this subsection.
- (c) Exclusions. Subsections (a) and (b) do not apply to liability arising out of fraud, willful misconduct, or gross negligence; breach of Section 7 (Confidentiality); infringement or misappropriation of third-party intellectual property; bodily injury, death, or damage to tangible property; or amounts actually covered and paid by the insurance required under Section 11, up to the applicable policy limits.

14. Termination

- (a) One Louisville may terminate this Agreement for convenience upon thirty (30) days' written notice.
- (b) Either Party may terminate for cause upon fifteen (15) days' written notice if the other Party materially breaches and fails to cure within that period.
- (c) One Louisville may terminate immediately upon written notice for an unresolved conflict of interest under Section 6, failure to maintain the insurance required by Section 11, or the debarment or suspension of the Company from any federal, state, or local program.

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- (d) Upon termination, One Louisville shall pay the Company for Services satisfactorily performed and approved expenses incurred through the effective date of termination, and the Company shall promptly deliver all Work Product.

15. Assignment and Subcontracting

The Company shall not assign this Agreement or subcontract any portion of the Services without One Louisville's prior written consent. The Company remains fully responsible for the acts and omissions of any approved subcontractor.

16. Notices

Notices shall be in writing and delivered by hand, nationally recognized overnight courier, or email with confirmation of receipt, to One Louisville at the address above, Attention: COO/CFO, and to the Company at the address set forth beneath its signature.

17. Governing Law and Venue

This Agreement is governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The Parties consent to exclusive jurisdiction and venue in the state courts located in Jefferson County, Kentucky.

18. Order of Precedence

In the event of a conflict, the following order of precedence applies: (i) this Agreement; (ii) the RFP, including its Appendices; and (iii) the Proposal.

19. Miscellaneous

This Agreement, together with the documents identified in Section 18, is the entire agreement of the Parties and supersedes all prior discussions. It may be amended only by a written instrument signed by both Parties. No waiver of any provision is effective unless in writing, and no waiver of one breach waives any other. If any provision is held unenforceable, the remainder continues in effect. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original.

20. Survival

Sections 7, 8, 10, 11(a), 12, 13, 17, and 19 survive expiration or termination of this Agreement.

The Parties have executed this Agreement as of the Effective Date.

ONE LOUISVILLE

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX C

DISCLOSURE QUESTIONNAIRE

The Proposer shall answer each of the following questions. Answers shall be provided in writing and included as part of the Proposal submission. Attach additional pages as needed.

1. Organizational Information

- a) Full legal name of the Company:
- b) Type of legal entity (corporation, LLC, partnership, sole proprietorship, etc.):
- c) State of incorporation or formation:
- d) Federal Employer Identification Number (FEIN):
- e) Year established:

2. Conflicts of Interest

- f) Does the Company, any of its principals or key employees, or any member of their immediate families have any past or current business or personal relationship with a current One Louisville board member, officer, or employee? If yes, describe in detail.
- g) Does the Company currently represent, or has the Company represented within the past three (3) years, any party whose interests may conflict with those of One Louisville in connection with the services described in this RFP? If yes, describe in detail.
- h) Describe how the Company proposes to resolve any actual or potential conflicts of interest identified above.

3. Legal and Administrative Matters

- i) Has the Company, or any of its principals, been the subject of any administrative proceedings, claims, lawsuits, arbitration proceedings, or regulatory investigations within the past five (5) years? If yes, provide a detailed description of each matter and its current status or outcome.
- j) Has the Company, or any of its principals, ever been debarred, suspended, or otherwise disqualified from participating in any federal, state, or local government program? If yes, describe in detail.
- k) Has the Company filed for bankruptcy, reorganization, or similar protection under any business name within the past five (5) years? If yes, describe in detail.

4. Licensing and Certifications

- l) List all professional licenses and certifications held by the Company and its key personnel relevant to the services described in this RFP.
- m) Confirm that the Company and its key personnel hold all licenses and certifications required to perform the services in the jurisdictions where they will be performed.

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5. Certification

By signing below, the undersigned, on behalf of the Proposer, certifies that the information provided in this Disclosure Questionnaire is true, complete, and accurate to the best of their knowledge.

Signature: _____

Printed Name: _____

Title: _____

Date: _____