



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2016 Town Branch Commons Corridor Design Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **August 5, 2016**.

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

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #25-2016 Town Branch Commons Corridor Design Services

If mailed, the envelope must be addressed to:

Todd Slatin - Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

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Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.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 submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and nine (9) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of 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:

1. See scope of work below for complete criteria details

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 _____, 2016.

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

I/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://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier 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
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.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	lavozydeky@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 MWDBE 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 MWDBE 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. 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

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	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Commercial Automobile Liability	combined single, \$1 million per occurrence (Insurance Services Office Form CA0001)
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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.

1. INTRODUCTION TO THE PROJECT

Lexington-Fayette Urban County Government (LFUCG) is seeking qualified firms or teams with appropriate expertise to undertake the following: 1) streetscape design and engineering services for Town Branch Commons Corridor (TBCC), a multi-modal corridor running along portions of Main & Vine Streets (US 25/ US 60/ US 421) and Midland Avenue (US 60) in Downtown Lexington; and 2) professional engineering services related to design and preparation of contract documents for the Midland Avenue Sanitary Trunk Sewer Replacement Project along portions of Midland Avenue, East Short Street, and Eastern Avenue. See **Attachment A** (Project Location Maps) for project location.

The respondent must be prequalified with the Kentucky Transportation Cabinet (KTYC) for the categories in the Scope of Services and all teams must demonstrate competence and experience in areas of expertise outlined in the scope of services, including but not limited to urban roadway design, traffic engineering, landscape architecture, streetscape design, stormwater management, green infrastructure, hydrology/ hydraulic studies, sanitary sewer design and bikeway planning and design. Respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse groups of community stakeholders and building consensus among public and private interest groups related to the project.

Town Branch Commons Corridor will be managed by LFUCG and its selected Program Manager on behalf of partners that include:

Kentucky Transportation Cabinet (KYTC) – a partner in federal project funding, design review, project permitting and roadway maintenance.

Lextran – a recipient of a TAP grant for Zone 2 and operator of the Transit Center within the corridor.

Lexington Downtown Development Authority (LDDA) – liaison to public and private stakeholders within Downtown.

Lexington Center Corporation (LCC) – owner and manager of 46 acres associated with the Rupp District on the project's western end.

Blue Grass Community Foundation (BGCF) – host of current and planned private fundraising activities through the Town Branch Fund and support for public awareness.

2. BACKGROUND

Town Branch Commons

Downtown Lexington is experiencing a renaissance, with dramatic new investment in civic, residential and commercial development. Lexington is also among the many cities that have recently rediscovered its historic origins. In 1775, the City was founded on the banks of Town Branch. Industrialization and development placed the creek in a culvert under the City, where it has long been out of sight and out of mind for most people. In the last ten years, through the efforts of citizen leadership around McConnell Springs and Town Branch Trail amongst others, attention has been directed back at the potential of Town Branch to form the civic spine of the city. Efforts were bolstered in 2012 by Mayor Jim Gray's Arena, Arts & Entertainment District Task Force that highlighted the Lexington Center and Town Branch Commons as the defining public space for a forward-looking University City.

Currently, Town Branch flows underground from its historic springs near the East End to the Manchester Street Lot behind Rupp Arena, where it daylight and travels westward through the Distillery District. It traverses the entire Central Business District underneath Midland Avenue and Vine Street and touches parks, neighborhoods, businesses, and the city's educational anchors: University of Kentucky, Transylvania University and Bluegrass Community & Technical College.

In 2013, the LDDA and LFUCG undertook an international Design Competition to solicit a concept plan for the Town Branch Commons. The winning landscape architectural firm based their design on Karst Geology's natural movement of water for the region and Town Branch itself (see **Reference Document A**). Their entry celebrates Town Branch's historic course through downtown with a multimodal path that establishes and interconnects a series of parks, gathering spaces, improved streetscapes, and the Legacy and Town Branch multi-use trail systems, while highlighting the natural ecology of the region.

More recent efforts have included a conceptual Feasibility Study of alignment, general design and conceptual cost estimates (see **Reference Document C**). Aligned to this vision, LFUCG has secured a variety of funding for the infrastructure of this transformative project, while community leadership is pursuing private funding for the parks and associated operations. Public awareness has been generated by the Town Branch Water Walk and associated podcasts (<http://townbranchwaterwalk.com/>).

Town Branch Commons consists of three separate, distinct but complementary projects led by LFUCG, the Lexington Downtown Development Authority, Lexington Center Corporation and Blue Grass Community Foundation:

(1) Town Branch Commons Corridor (TBCC) Project encompasses the project for this advertised RFP. The project consists of the transportation infrastructure components of the project (i.e. separated bicycle and pedestrian facilities, sustainable storm water infrastructure, enhanced pedestrian crossings, intersection safety improvements and transit center improvements) based on zones as identified on **Attachment B** (Zone 1 – 4).

In addition to the above, the City has applied for a 2016 TIGER grant for a section of Newtown Pike from Manchester Street to 3rd Street, as identified on **Attachment C** (Newtown Pike Trail Extension). If approved, this portion may be added to the scope of services via a contract modification. Notification of the TIGER grant recipients is anticipated in the fall of 2016. For more details, see LFUCG's [TIGER grant application](http://www.townbranchtiger.com) (website address: www.townbranchtiger.com).

NOTE: Projects 2 and 3 below are not part of this project or its scope of work but are included for informational purposes only.

(2) **Town Branch Park Project** consists of transforming a portion of a surface parking lot into a large, world-class public park space at the western edge of the project.

(3) **Existing Parks upgrade Project** consists of reinvesting and upgrading five existing parks along the Corridor (Triangle Park, Phoenix Park, Thoroughbred Park, Charles Young Park, and Isaac Murphy Memorial Art Garden).

Midland Avenue Sanitary Trunk Sewer Replacement Project (Zone 1 Area)

In accordance with Section VII, paragraph G of the Consent Decree, LFUCG Division of Water Quality (DWQ) has prepared and submitted to the Environmental Protection Agency (EPA) and the Kentucky Division of Water (DOW) its [Remedial Measures Plan \(RMP\), Groups 1, 2, and 3](http://www.lexingtonky.gov/index.aspx?page=2725) (website address: <http://www.lexingtonky.gov/index.aspx?page=2725>).

Group 2 RMP calls for construction of the Midland Avenue Sanitary Trunk Sewer (see **Attachment D**). The design and construction for the Midland Avenue Trunk was scheduled for FY 2022-2023. However, to ensure better coordination with TBCC project and avoid costly infrastructure re-work, LFUCG has elected to include a portion of the Midland Avenue Trunk project into TBCC – Zone 1 design and construction projects (see **Attachment A, Page 2** and **Table 1** below).

TABLE 1

SPAN	Approx. Length (feet)	Current Diameter (inches)	Projected Pipe Diameter (inches)
TB3_386 to TB3_373	324.5	15	21
TB3_373 to TB3_373A	49.7	15	21
TB3_373A to TB3_369A	135.2	15	21
TB3_369A to TB3_369B	178.7	15	21
TB3_369B to TB3_369	108.2	15	21
TB3_369 to TB3_368	240.5	15	21
TB3_368 to TB3_367	272.1	15	21
TB3_367 to TB3_366	136.4	15	21
TB3_366 to TB3_349	178.9	15	21
TB3_349 to TB3_348	248.2	15	21
TB3_348 to TB3_347	132.5	15	21
TB3_347 to TB3_346	24.4	15	24
TOTAL	2029.3		

The Projected Pipe Diameter listed in Table 1 is not absolute. During the design phase the selected firm will be required to certify that the hydraulic capacity of the new sanitary sewer provides the Peak Hydraulic Capacity as determined by DWQ's Capacity Assurance Program (CAP). To accomplish this objective, the selected firm will:

- (1) Request and receive from LFUCG a Peak Hydraulic Capacity memorandum that validates the design capacity of the alignment being proposed in the 30% complete drawings.
- (2) Submit final alignment plan and profile Contract Drawings (75% drawings) to LFUCG so that Peak Hydraulic Capacity of the design can be verified by LFUCG's Capacity Assurance Program Management team.
- (3) Provide a written certification letter to DWQ stating that the final design meets the Peak Hydraulic Capacity requirements

Additionally, the design firm will be expected to evaluate alternative pipe alignments in addition to a straightforward dig and replace of the existing pipe within the current alignment. In all cases, the design must align vertically with the undisturbed upstream and downstream pipe inverts and meet the designated Peak Hydraulic Capacity.

3. PROJECT FUNDING

The identified funding for the TBCC project includes a variety of local, state and federal sources, most of which are tied to a specific zone as shown on the map. The general funding sources include:

- LFUCG local and match funding.
- Congestion Mitigation and Air Quality (CMAQ) grant to contribute to the improvement of air quality and relief of congestion along portions of Midland Avenue and Vine Street.
- Transportation Alternatives Program (TAP) for bicycle and pedestrian facilities along portions of Midland Avenue and Vine Street, and improved connections to the Transit Center.
- Lextran local match funding for improved connections to the Transit Center.
- Kentucky Infrastructure Authority (KIA) Water Quality Fund for storm water and sanitary improvements along Midland Avenue. Loan approval expected in summer of 2016.
- Potential federal TIGER grant.

Anticipated Phase I Design fee is \$500,000. Phase II Design fee will be negotiated once Phase I is complete and approved by LFUCG and KYTC.

4. INTERGOVERNMENTAL COORDINATION & REVIEW

As described in the Project Funding section, there are a variety of funding sources on the project. These include grant funding with state and federal agencies, which will require coordination and review during the project. A partial list of agencies includes the Kentucky Transportation Cabinet, Federal Highway Administration, Kentucky Division of Water, Lextran, Lexington Metropolitan Planning Organization and multiple LFUCG Departments. The selected firm may be asked to assist LFUCG or its designated Program Manager in the agency coordination efforts as well as presentations for design reviews. The Program Manager will take on day-to-day management of the design/ engineering team and will facilitate stakeholder and agency involvement tasks, lead ongoing environmental clearance activities, facilitate utility coordination, obtain the necessary right-of-way or easements and provide construction administration. The selected firm will be required to collaborate with LFUCG, its Program Manager, and others to ensure the success of TBC.

The selected firm will be required to adhere to KYTC's established processes and reviews. More information can be found at

<http://transportation.ky.gov/Local-Programs/Pages/default.aspx>

LFUCG anticipates some, if not all, of the Midland Avenue Sanitary Trunk Sewer project design and construction efforts will be funded by a federal Clean Water State Revolving Fund (CWSRF) loan administered by KIA. The selected firm will be required to adhere to KIA's established processes and reviews. More information can be found at

<http://water.ky.gov/Funding/Documents/2015%20SRF%20Handbook.pdf>

5. SCOPE OF SERVICES

Qualified firms or teams will be expected to provide comprehensive professional services for the design of all project elements and preparation of contract documents for construction. The consultant team must be prequalified with KYTC by the date proposals are due in the following areas by the date of this advertisement:

ROADWAY DESIGN

- Urban Roadway Design
- Surveying
- Advanced Traffic Engineering Design & Modeling

TRAFFIC ENGINEERING

- Traffic Engineering Services
- Electrical Engineering Traffic Signal Services
- Electrical Engineering Roadway Lighting Services

STRUCTURE DESIGN

- Structure Design – spans under 500'

GEOTECHNICAL SERVICES

- Drilling Services
- Engineering Services
- Laboratory Testing Services

TRANSPORTATION PLANNING SERVICES

- Planning Services
- Pedestrian and Bicycle Facility Planning & Design

The project will follow the KYTC [Local Public Agency Development Checklist](#) and will be broken into two phases:

- (1) Phase I Design – Preliminary Engineering,
- (2) Phase II Design – Final Engineering and Plan Development

The initial scope will be negotiated for Phase I Design, per standard KYTC methodology. Phase II Design may be negotiated once KYTC and LFUCG approve the Phase I Design plans. Phase I Design will include the preparation of preliminary line and grade plans, conceptual drainage plan, 30 percent sanitary sewer design, preliminary construction cost opinions, schematic design of streetscape elements, pedestrian/ bikeway plans, public involvement, minor survey (if needed), and stakeholder coordination if requested. In an effort to ensure design continuity for downtown, the city's Program Manager will provide the selected firm a design masterplan to which it is expected to adhere. Additional details on expected services to be provided by the selected firm during Phase I Design include:

(1) Kickoff Project Team Meeting to discuss innovative ideas and to evaluate cost and impact of the Town Branch Commons Open Space Feasibility Report Phase 2a (see **Reference Document C**) along the corridor. This meeting will be for the purpose of balancing the vision for the project with the available funding for the project.

(2) Traffic Analysis for the project area in order to evaluate the feasibility of reducing vehicular travel/ turn lanes and storage for turn lanes. The Traffic Analysis must conform to methodology required by both LFUCG and KYTC, including collection of Average Annual Daily Traffic Counts (AADT) and Peak Hour counts and multimodal Levels of Service (LOS) for existing and future conditions, if needed. Preliminary work and analysis has been completed as part of the Downtown Mobility Study completed in 2015 (see **Reference Document B**).

(3) Preliminary design options for the identified portions of TBCC with material specifications adequate for the preparation of a preliminary construction cost opinions. Provide both a digital version as well as two (2) colored renderings of the following:

- Corridor site plan(s) based on the design masterplan provided by the city's Program Manager
- Ground-level perspective view
- Typical section diagram(s)
- Preliminary vertical and horizontal design manuscripts

(4) Preparing a "Concept Design Narrative" appropriate for public dissemination and including the following components:

- Corridor concept(s) based on the design masterplan provided by the city's Program Manager
- Materials to be used based on the design masterplan provided by the city's Program Manager
- Needed easements
- Preliminary cost estimate

- Final Design Standards based on the design masterplan provided by the city's Program Manager

(5) Provide sanitary sewer design and certification that the hydraulic capacity of the new sanitary sewer provides the Peak Hydraulic Capacity requirements.

(6) Public involvement activities, which may include, but not limited to, agency coordination, public meetings, stakeholder meetings and review committees.

In general, streetscape elements for pedestrian/ bike corridor projects include dedicated, separate pedestrian/ bike path, utilities where necessary, street lighting, street trees, street furniture (trash receptacles, bicycle racks, etc.), signage, public art and re-paving of streets as needed. All work is anticipated to occur within the existing public rights-of-way or secured easements.

Town Branch Commons will be the centerpiece of a city-wide trail and linear park system. Therefore, the connection to the existing and planned Legacy Trail and Town Branch Trail should be considered in designing Town Branch Commons Corridor.

The selected firm may be required to submit and/or present selected deliverables—to include, but not limited to, corridor concept(s), material suggestions, and design standards—to a design advisory committee, appointed by LFUCG.

LFUCG will authorize Phase II Design under separate task order(s) only after approval of Phase I Design by LFUCG and KYTC. These services could include innovative drainage design (please refer to **Reference Document C**), geotechnical services, right-of-way plans, final construction plans, erosion prevention and sediment control plans, landscaping plans, traffic control plans, traffic signal design, roadway lighting plans, signing, striping and pavement marking plans, utility coordination and design, final cost opinions, advanced situation folders and structure plans, and quality assurance and quality control plans. This is not a guarantee of future work. LFUCG reserves the right **not** to execute any task order or cancel services at any time in accordance with the general provisions of the contract.

6. DESIGN AND PLANNING SYNOPSIS

Midland Avenue (Zone 1)

The area along Midland Avenue, which is generally bookended by Isaac Murphy Memorial Art Garden Park and Thoroughbred Park, is one of the only portions of the TBCC project which presently operates as a two-way street. Midland Avenue was recently reconfigured to include the addition of a dedicated bike lane, however this zone needs improvement for the expected increase in

pedestrian and bicycle users. There appears to be sufficient right-of-way in this area to achieve the desired typical section of the multi-use trail pending determination of the utilization of the existing utility easement on the west side. The major traffic operation and safety challenges will be at the major intersections of Midland and Main, and Midland and 3rd.

Additionally, LFUCG plans to replace a sanitary trunk sewer line along part of Midland Avenue, as part of the EPA mandated Consent Decree, and introduce new storm water collection and/ or green infrastructure attributes per the Town Branch Commons Open Space Feasibility Study. The requested sanitary sewer design services will ultimately lead to the construction of one section of the Midland Avenue Sanitary Trunk project as identified in LFUCG's RMP. Construction and design of other sanitary sewer sections are not part of the scope of this contract. The design team selected for this section must certify the hydraulic capacity for the new sanitary sewer provides the Peak Hydraulic Capacity requirements.

The design will need to interface with a proposed mixed-use project on the northwestern edge of Midland Avenue. The project should take into account the necessary connection between the East End neighborhood and the potential future connection to Bell Court, which is cut off by a length of unused rail.

Three parks are located along this stretch of Town Branch: Thoroughbred Park, Charles Young, and the recently completed Isaac Murphy Memorial Art Garden. Thoroughbred Park is the most heavily used and has become a popular place for families to bring their children to play in the fountain. As the recent Gehl Studio's Public Space Public Life Study suggested, the use of Thoroughbred Park for unauthorized play in the fountains points out the need for a more family-oriented park in the neighborhood.

Vine Street (Zones 2 & 3)

The portion of Town Branch Commons that runs the length of Vine Street is dominated by cars, both in feel and construction, as it is both a major connector through Downtown and a state road. The biggest challenge faced within this zone is the number of buildings that have their backs turned towards Vine, and the narrow and uninteresting pedestrian zones. This is particularly true from the Transit Center, near the YMCA, and up to Rose Street. This block is a chokepoint in the right-of-way width. The Phoenix Parking Lot is plagued with the same issue of having the majority of the buildings that border it with their back door or no door at all onto what is planned to become the Karst Commons Park. On the opposite side of the street to the future site of the Karst Commons is the Transit Center. The Gehl Study identified this area to be redesigned to change its perception and to make it into a transit hub that invites people, connects to the future park across the street, and does not marginalize its riders.

Other items to consider along Vine are several major intersections along this stretch including Vine and Rose, Vine and Limestone, and Vine and Broadway. There will be a need to coordinate with the YMCA as it embarks on a reinvestment project in the High Street YMCA, to establish a better connection down to the trail and park. The Centerpointe site will be an ongoing challenge on multiple fronts. If the YMCA begins redevelopment in the near future, the design team will be required to closely coordinate with it on Vine Street. This could include shifting the multi-use trail from one side of Vine Street to the other, which has implications all the way to Broadway. A linkage up to Phoenix Park and the Library will also need to be made and will somewhat be determined by what becomes of the Centrepointe site.

Rupp District (Zone 4)

This portion of the project is from Broadway to Tucker Street, which includes Triangle Park, Vine Street yoke, a portion of Main Street, and a logical terminus at Tucker Street. Given the future redevelopment of the Lexington Center, this will be both the most transformative and require the most coordination. The majority of the coordination will be done with the Lexington Center Corporation, which owns most of the land. A plan for the re-envisioned Lexington Center calls for a new Convention Center, the “Cat Walk”, an expanded and renovated Rupp Arena, and a new open space at Lincoln Plaza and the Town Branch Park. Much of the work will be driven and constrained by the architectural redesign of the Convention Center. Another challenge will be connecting the activity around Triangle Park to the trail without breaking the length of continuous fountain. Operationally, the areas requiring the most consideration are the intersection at Broadway, where the trail has to come diagonally to tuck up against the Lexington Center, and how to skirt the trail in the narrow space along Main Street. See **Reference Document D** for additional background in this area.

8. SUBMISSIONS

All responses to the Request for Qualifications must be submitted no later than **2:00 PM**, prevailing local time, on **Friday, 05 AUGUST, 2016** to Lexington-Fayette Urban County Government, Room 338, Government Center, 200 East Main Street, Lexington, KY 40507. Submittals received after this time and date will not be considered. Please address the submittal to the attention of **Mr. Todd Slatin**, Director of Purchasing. The proposer must submit one (1) master (hardcopy), one (1) digital version in pdf format, and nine (9) duplicates (hard copies) of its proposal for evaluation purposes.

Brevity in submitted qualifications is encouraged. Consultant submittals must include the following:

(1) Team Organization – Provide background information on all firms. Identify a Project Manager and describe the person’s relevant qualifications and experience on similar projects. Provide a list of project team members, identifying their geographic location, relevant qualifications and experience and the tasks for which they will be responsible.

(2) Consultant Experience – Demonstrate the ability to perform the work outlined in the scope of services on schedule and within budget. Include a maximum of five (5) examples of similar or related projects successfully completed within the last five years. The similar projects should be ones that the proposed project team has worked on in the past. A preliminary work program and schedule should also be included. Due to the fact that the Town Branch Commons Corridor project will likely span several months, as seen in the Project Schedule section, it is important that respondents confirm the availability of firm personnel and/ or project team members for the duration of the project.

(3) Project Understanding – Demonstrate a clear understanding of the project, including relationships of project elements to adjacent neighborhoods, issues related to adjacent retail and economic development, complete street concepts, green infrastructure, knowledge and understanding of general traffic, transit, and pedestrian circulation issues in the area. LFUCG is committed to reducing the environmental impacts and improving the environmental conditions throughout the City. To that end, the proposal should outline how you intend to incorporate sustainability into the work tasks.

(4) Project Approach – Provide a concise summary of the team’s approach to the project. If your proposal is based upon any variation to the scope of work (reduced or additional services), please outline any clarifications or modifications.

(5) Collaboration and Public Participation – Demonstrate an ability to work collaboratively with and facilitate consensus among a variety of government, neighborhood, non-profit and business interests.

(6) Time Commitment – Proposals should also include the availability and expected time commitment percentage of each staff member.

9. EVALUATION CRITERIA AND SELECTION PROCEDURES

The selection process is based on the qualifications of the consultant to complete the Project on time, within budget, and meeting all study goals. It is LFUCG’s intent to downselect from qualified entries at least two Consultants to conduct phone or personal interviews.

An Evaluation Committee representing LFUCG and its partners will evaluate all submittals. Tentatively, the Selection Members identified for this evaluation process are

- Kevin Stinnett, Council Member At-Large
- Doug Burton, LFUCG
- Charlie Martin, LFUCG
- Keith Lovan, LFUCG
- Will Fortune, LFUCG
- Jonathan Hollinger, LFUCG
- Jeff Fugate, DDA
- Allison Lankford, BGCF
- Shane Tucker, KYTC (Non-voting Member)

The selection team will review the Consultants' submittals in the areas of 8.0 above and will make its selection criteria based on the following:

<u>Evaluation Criteria</u>	<u>Total Score - 100 Points</u>
• Understanding of project scope and approach	20 points
• Past experience with similar bicycle, pedestrian and multi-modal transportation projects as well as KIA and DWQ projects	20 points
• Evidence of design and engineering innovation of multimodal paths, open space and green infrastructure	15 points
• Familiarity with previous planning efforts in Downtown Lexington	10 points
• Abilities and capacity of professional personnel and sub-consultants	10 points
• Experience with KYTC-administered federally funded projects as well as DWQ and KIA funded projects	10 points
• Experience with projects with multiple stakeholders in urban settings	10 points
• Degree of local employment to be provided by the team	5 points

Project Schedule

- 20 JULY 2016 – Pre-Proposal Meeting (Government Center Building, 5th Floor Conference Room, 200 East Main Street, Lexington, KY 40507 at 2:00PM)
- 22 JULY 2016 – Questions due
- 05 AUGUST 2016 – Proposals Due by 2:00 p.m.
- 25 AUGUST 2016 – Interviews (Tentative)
- AUGUST 2016 – Consultant Selection
- SEPTEMBER 2016 – Contract NTP/ Design Kickoff
- 2 weeks after Phase I Design NTP – Kickoff Project Team Meeting
- 7 months after Phase I Design NTP – Preliminary Line and Grade Inspection
- 5 months after Phase II Design NTP – R/ W Plans Submittal
- 12 months after Phase II Design NTP – Final Joint Inspection
- 14 months after Phase II Design NTP – Final Plans Submittal

Attachments:

Attachment A – Project Location Maps

Attachment B – Project Zone Map (Zone 1 – 4)

Attachment C – Newtown Pike Trail Extension Map (Zone 7) per 2016 TIGER Grant Application. For more detail, see LFUCG's [TIGER grant application](#)

(website address: www.townbranchtiger.com)

Attachment D – [EPA and the Kentucky DOW RMP, Group 2](#)

(website address:

<http://www.lexingtonky.gov/index.aspx?page=2725>)

Reference Documents:

All Reference Documents can be found at

<https://next.lexingtonky.gov/town-branch-rfp-information>

Reference Document A – Town Branch Commons Design Competition Winning Entry

Reference Document B – Downtown Lexington Traffic Movement and Revitalization Study

Reference Document C – Town Branch Commons Open Space Feasibility Report

Reference Document D – Rupp Arena Arts & Entertainment District (RAAED) Masterplan

Reference Document E – Town Branch Culvert System Investigation Study Report