

NOMI Design  
1584 Delaware Ave.  
Lexington, KY 40505

859.838.1130  
www.nomi.design

# LFUCG - West Hickman Locker Rooms

**REQUEST FOR PROPOSAL NO. RFP #22-2026**

Request for proposals (RFP) for design services for the  
**West Hickman Locker Rooms Renovation.**



**NOMI Design**  
ARCHITECTURE + FABRICATION

# Cover Letter

**REQUEST FOR PROPOSAL NO. RFP #22-2026**  
**DESIGN SERVICES FOR WEST HICKMAN LOCKER ROOMS**

Dear Members of the Selection Committee,

NOMI respectfully submits this letter of interest for the LFUCG West Hickman Locker Room Renovation and Building MEP Assessment project. We are enthusiastic about the opportunity to partner with Lexington-Fayette Urban County Government and confirm that NOMI is willing to enter into an agreement with LFUCG to provide the professional services required for this important project.

Over the past ten years, the majority of NOMI's portfolio has focused on renovation work—much of it within complex, fully occupied facilities. These projects demand careful coordination, strategic phasing, and a thorough understanding of existing building systems to ensure minimal disruption and maximum long-term value. Our experience in this area positions us well to deliver a thoughtful and efficient renovation of the West Hickman Locker Rooms while supporting a comprehensive evaluation of the building's MEP systems.

We are pleased to collaborate with Paladin Engineering on this effort. Paladin has completed numerous projects for Kentucky state entities that closely parallel the scope and complexity of this assignment. In addition to engineering services directly associated with the locker room renovation, Paladin will evaluate AHU-1 in coordination with the project, recognizing that modifications may have downstream impacts on other building areas served by this system. This proactive systems-based approach reflects Paladin's philosophy, as stated by its President: "We believe in big goal thinking because we've seen it consistently change the trajectory of projects and our built environment."

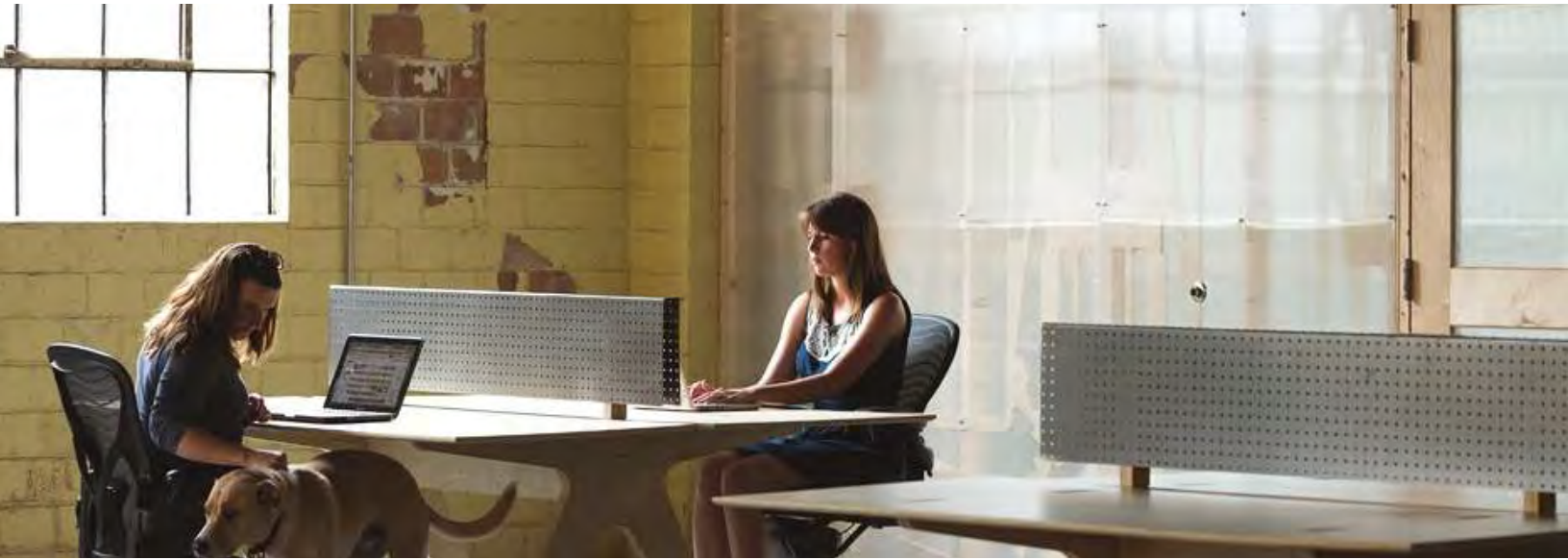
This goal-oriented mindset aligns seamlessly with NOMI's Smart Design concept. We approach every project by looking at the broader context, exploring alternative design solutions, and ensuring that operational, functional, and long-term maintenance needs are fully addressed. By viewing the locker room renovation not as an isolated scope but as part of a larger building ecosystem, our team will help LFUCG make informed decisions that enhance performance, durability, and user experience.

We appreciate your consideration and look forward to the opportunity to contribute to the continued improvement of the West Hickman facilities.

**Matthew Brooks, AIA**  
Owner + Principal Architect  
[matthew@nomi.design](mailto:matthew@nomi.design)



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# **Submittal Requirements**

- 2B. ADDITIONAL COMPANY INFORMATION TO BE PROVIDED SHALL INCLUDE COMPANY HISTORY, KEY MANAGEMENT MEMBERS, MAJOR ACCOMPLISHMENTS, INTER-COMPANY OR THIRD PARTY ALLIANCES OR PARTNERSHIPS, AND ANY MAJOR PENDING LITIGATION AND FACTS OF THE CASE(S).**

See *Architectural Consultant Info* on Page 7. NOMI has no major litigation cases at this time.

- 2C. NARRATIVE ON HOW CUSTOMER SATISFACTION IS TRACKED.**

We pride ourselves on holding long lasting relationships with our clients, project managers, and consultants and we give our clients an opportunity to send us their thoughts.

***“OUR EXPERIENCE WITH NOMI WAS A POSITIVE ONE AND I WOULD RECOMMEND THEM TO ANYONE CONTEMPLATING A PROJECT, ESPECIALLY IF THAT PROJECT REQUIRED INNOVATIVE, ARTISTIC OR INTERACTIVE ELEMENTS INVOLVING PUBLIC VENUES.”***

Jim Akers, C.O.O. - Bluegrass Stockyards

***“THEIR OFFICE(S) ARE LIKE BIG THINK TANKS FULL OF PEOPLE YOU CAN SEE GENUINELY LOVE THEIR WORK...”***

Amy Morgeson, Director - Marion Co. Library

***“THEY INVESTED THE TIME UP FRONT TO LISTEN AND LEARN ABOUT OUR NEEDS AND CHALLENGES...”***

Jim Akers, C.O.O. - Bluegrass Stockyards

***“THEIR STAFF OF ARCHITECTS WAS ENTHUSIASTIC, RESPONSIVE, CREATIVE, AND RESPECTED OUR BUDGETARY CONSTRAINTS. THEY UNDERSTOOD US.”***

Lisa Fryman, Executive Director - International Book Project

- 2D. COPIES OF WRITTEN CONTINUING EDUCATION/PROFESSIONAL TRAINING PROGRAM AND QUALITY CONTROL/QUALITY ASSURANCE PROGRAM.**

See *Architectural Consultant Info* on Page 7.

- 2E. PROVIDE THE CURRENT NUMBER OF EMPLOYEES AND EMPLOYEE TYPES.**

NOMI currently has a team of 9 consisting of:

- 3 Architects
- 2 Fabrication Specialists
- 2 Architectural Interns
- 1 Fabrication Intern
- 1 Admin

**2F. STATEMENT OF GENERAL FIRM QUALIFICATIONS AND CAPACITY THAT SHOULD INCLUDE FIRM LOCATION, WHERE THE WORK WILL BE PERFORMED, AND THE FIRM'S BACKGROUND AND DEMONSTRATED ABILITY TO PERFORM THE REQUIRED SERVICES FOR THIS PROJECT.**

**NOMI Design** is located in Lexington, KY which is where the work regarding this proposal will be performed. See **Architectural Consultant Info** on Page 7. We are **fully committed** to dedicating the staff necessary to complete this job. We have the flexibility to make sure you have not only enough people but those with the skills and experience best-suited to your project. **As the prime consultant** NOMI will be your point of contact for the design team. We will oversee the project communications, budget and schedule in addition to performing planning, programming, architectural and interior design, bidding and construction administration.

**Paladin** has evaluated their current workload and staffing capacity and is well-positioned to complete this project within the proposed schedule.

**2G. PROJECT TEAM LIST INCLUDING SUB CONSULTANTS INDICATING KEY PROFESSIONALS THAT WILL BE SPECIFICALLY ASSIGNED TO WORK ON EACH DISCIPLINE AND PHASE OF THE PROJECT. IDENTIFY PROJECT MANAGER. DETAILED RESUMES FOR THE KEY PROFESSIONALS AND PROJECT MANAGER SHOULD BE INCLUDED WITH THE PROPOSAL. DESCRIBE TEAM MEMBERS' EDUCATIONAL BACKGROUND, RELATED EXPERIENCE, EXPERIENCE IN PROVIDING LIKE SERVICES TO GOVERNMENTAL ENTITIES, AND INDIVIDUAL REFERENCES WITHIN SUCH ENTITIES. DESCRIBE HOW THE TEAM HAS WORKED TOGETHER ON SIMILAR PROJECTS IN THE PAST.**

Our Project Team for this proposal includes:  
Architect

- Matthew Brooks - *NOMI Design* - **Project Manager**  
M.E.P.
- David Burks - *Paladin* - **Principal**
- Dave Stapleton - *Paladin* - **Engineer**
- Ben Clements - *Paladin* - **Engineer**

Detailed resumes for each team member on  
Pages 10-13.

**Paladin** and **NOMI** are currently working together on University of Kentucky's new CAER building, expected to be completed in 2027.

**2H. SUMMARY OF FIRM'S RECENT (5 YEAR) EXPERIENCE IN SIMILAR/ REPRESENTATIVE PROJECTS INCLUDING:**

1. **PHYSICAL PROJECT SIZE**
2. **ESTIMATED AND ACTUAL COST OF THE RESULTING CONSTRUCTION AND/OR RENOVATION WORK**
3. **IDENTIFICATION OF ANY INVOLVED SUB-CONSULTANTS AND/OR JOINT-VENTURE PARTNERS**

PROJECT	SIZE GSF	COST OPINION	TOTAL CONTRACT AWAR	CONSTRUCTION COST	SUB CONSULTANTS
DUNBAR PHASE I	1,300	\$1,584,000.00	\$1,695,309.00	\$1,888,853.00	KFI
DUNBAR PHASE II	1,300	\$1,170,000	\$940,040	\$1,038,431	KFI
JENNY WILEY LODGE	31,250	\$5,000,000	\$3,200,000	N/A, PROJECTED COMPLETION 2027	N3D, B+K
CAMPBELLVILLE MIDDLE SCHOOL	172,800	\$23,524,000	\$25,210,152	\$25,478,588	N3D, B+K
DECA HINDMAN	<10,000	DESIGN BUILD	\$2,600,005	\$2,600,005	N/A

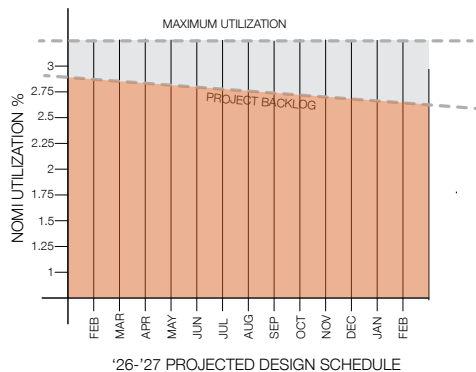
**2I. CONFLICT OF INTEREST STATEMENT CLEARLY STATING THE PROPOSER HAS NO CONFLICTS OF INTEREST IN PROVIDING PROFESSIONAL SERVICES ON THE PROJECT.**

At this time **NOMI Design** has **NO** conflicts of interest in providing professional services on the project.

**2J. A NARRATIVE OF DESIGN APPROACH, PRELIMINARY DESIGN CONCEPTS, APPROACH TO PROJECT INCLUSIVE OF PROPOSED WORK SCOPE, AND RELATED CONSIDERATIONS.**

At the beginning of the design process we will prepare a detailed resourcing plan and project work plan in order to outline a schedule and dedicate the best distribution of resources to your project. The work plan will be updated and shared with you regularly to ensure the project schedule is met. Please see **Project Schedule + Workplan** on Page 14 for more details.

**2K. ABILITY TO MEET REQUIRED DEADLINES (SEE PROJECT SCHEDULE ATTACHMENT C). DEMONSTRATE INTEGRATION OF THIS PROJECT INTO THE FIRM'S PRESENT WORKLOAD THROUGH CURRENT AND PROJECTED STAFF WORKLOAD DATA.**



We are well-situated to take on new work at this time. Our resourcing plan and backlog allow an adequate amount of team-hours to effectively complete your project.

**2L. REFERENCES: NAMES AND CONTACT INFORMATION OF PREVIOUS CLIENTS ON SIMILAR PROJECTS WITHIN THE PAST FIVE (5) YEARS WITH A DESCRIPTION OF THE TYPE OF PROJECT COMPLETED ON SCHEDULE AND ON BUDGET. A MINIMUM OF THREE REFERENCES IS REQUIRED.**

**Dan Graves**  
Graves & Graves Construction  
dan@gravesontheweb.com  
8596213918

**Lisa Fryman, Past Executive Director**  
International Book Project  
lisa@intlbookproject.org  
8596213918

**Kirby Smith, Superintendent**  
Campbellsville Independent Schools  
kirby.smith@cville.kyschools.us  
2704654162

# Architectural Consultant Info

ARCHITECTURE, DESIGN, AND FABRICATION

**NOMI Design**  
ARCHITECTURE + FABRICATION



## FIRM NAME

Nomi Design

## FIRM STRUCTURE

Corporation

## FIRM SIZE

9 Employees

## FIRM ADDRESS

1584 Delaware Ave.  
Lexington, KY 40505

## YEARS IN BUSINESS

10 Years

## PRINCIPAL

Matthew Brooks, AIA

## PRIMARY CONTACT

Matthew Brooks, AIA

Matthew@nomi.design

859-221-5236

Tax ID: 47-5473730

Architect #5679 CID #0392CID

## ORGANIZATIONAL DESCRIPTION

NOMI is a mid-size design firm all about creating environments that bridges the hands of the craftsman and the architect. Originally founded in 1989 as Lucas Schwering Architects, the design firm was re-branded as **NOMI Design** in 2015 with buckets as chairs and pizza boxes.

Nomi Design practices locally, regionally, and nationally with licenses in Kentucky and many other states. Throughout the years, Nomi Design has also received two design awards from the **American Institute of Architects** (AIA) Kentucky Chapter and have been featured in **ARCHITECT Magazine**, the premier trade journal for the design and construction industry in the country.

Nomi Design's mission is to create learning environments that are not only safe and functional but that become learning tools, themselves. During each project they collaborate closely with stakeholders to understand the particular needs of their proposal; to learn about their legacy and imagine their future. Nomi Design catalogs and interprets this information, using it to spatially design what aligns to that the client's groups.

## CONTINUING EDUCATION

Our firm maintains active registration with the American Institute of Architects (AIA) and is fully compliant with all continuing education requirements established by the Commonwealth of Kentucky. In addition to meeting the state's mandatory licensure standards, our licensed architects collectively complete a minimum of six credit hours beyond Kentucky's required continuing education thresholds each reporting cycle. This commitment reflects our dedication to professional excellence, technical competency, and ongoing advancement in areas such as life safety, sustainability, building performance, and emerging technologies. By exceeding baseline requirements, we ensure that our team remains current with evolving codes, best practices, and innovations, providing our clients with informed, forward-thinking architectural services.

# Matthew Brooks

**AIA, PRINCIPAL IN CHARGE**

KENTUCKY: ARCHITECT #5679 CID #0392CID

Indiana: Architect #11600048

Tennessee: Architect #105717

North Carolina: Architect #14592

Texas: Architect #29254

Nevada: Architect #5286

New York: Architect #029593

Missouri: Architect #2022001294

South Carolina: Architect #10663



University of Kentucky  
Bachelor of Architecture

Matthew is the Owner and President of NOMI Design and a registered architect in multiple states. His work spans a wide range of scales and typologies, unified by a commitment to innovation, adaptability, and design excellence. He leads projects that demand inventive and non-traditional approaches, often exploring how architecture can evolve over time through flexible systems and material experimentation.

Driven by a curiosity for spaces that are both performative and transformative, Matthew has expanded the practice to include custom fabrication as an integral part of the design process. As Principal-in-Charge and Architect of Record, he remains deeply engaged in all phases of each project, ensuring continuity of vision from concept through execution. The projects presented below reflect either focused explorations of architectural ideas or commissions requiring sustained, hands-on leadership in close collaboration with project stakeholders.

## NOTABLE PROJECTS

**Dunbar Community Center Phase I & II**  
(Lexington, KY)

Principle in charge, Programming + Planning, SD, DD, CD, B+N, CA

**Ashland Henry Clay Masterplan**  
**Ashland – The Henry Clay Estate** (Lexington, KY)

Principle in charge, project manager for the masterplan of the historic campus.

**Campbellsville Middle/High School**  
(Campbellsville, KY)

Principal in Charge. 105,000 SF Middle School major renovation and addition. Programming & Planning LPC/DFP.

**Providence Montessori Middle School**  
(Lexington, KY)

Principle in Charge of the adaptive re-use of the historic Florence Crittenton Home. Site selection committee, programming, design, fabrication, construction administration. 6-months for property acquisition, design, interior fabrication, bidding and construction administration. Project was on-schedule and under budget for the 2014/15 school year.

**Providence Montessori Toddler House**  
(Lexington, KY)

Principle in Charge of the adaptive re-use of the existing garage. Programming, design, bidding and construction administration.

## PROFESSIONAL AFFILIATIONS

**Blue Grass Trust**

Preservation & Education Committee Member 2008 - 2022,  
Board Member/Treasurer 2019 - 2022

**Leadership Lexington Class 2017-2018**

**UK College of Design**

Adjunct Faculty 2021 - Present  
Advisory Board 2019 - Present

**AIA EKC**

Past President, 2008 - 2009 & Vice President, 2007

**FCPS One to One**

Reader Participant

**Speaking Engagements**

AIA 2017 OVR Convention  
AIA Columbus "New Urban Agenda Symposium" 2017  
AIA Cincinnati - Vision Design Series 2018  
AIA Cincinnati - Vision Design Series 2018

## NOTABLE PROJECTS CONT.

**Ashland Henry Clay Masterplan**  
**Ashland Home of Henry Clay** (Lexington, KY)

Principal in Charge / Project Manager, Masterplan of the Historic Campus

# DAVID BURKS

CXA, BECXP, CXA+BE, CAPM

## Principal

David is a seasoned professional in MEP and Building Envelope commissioning, with a knack for conducting thorough field tests. This proficiency extends to data collection, meticulous analysis, and comprehensive reporting.

Adept in testing equipment, David ensures precision in every project. **He has completed building enclosure testing efforts for over 350 facilities**, helping troubleshoot air barrier and water barrier failures and support teams in rectifying/remediating existing building conditions. David has also completed data cabling installation and verification services for multiple private owner groups. David is a Certified Commissioning Authority with an Electrical Engineering degree and is one of only two ABAA-Certified Air Barrier Specialists in the entire state of Kentucky.

## RELATED EXPERIENCE

Campus-wide Facility Conditions Assessment  
Berea College | Berea, KY

Department of Juvenile Justice Facilities | HVAC Studies  
Commonwealth of Kentucky | Various Locations in Kentucky

Harrison Center | Conditions Assessment  
Chevron Corporation | Corydon, IN

Covered Arena | Conditions Assessment  
Kentucky Horse Park | Lexington, KY

Leitchfield National Guard Base | Conditions Assessment  
Department of Military Affairs | Leitchfield, KY

Somerset National Guard Base | Conditions Assessment  
Department of Military Affairs | Somerset, KY

Wendell H. Ford Regional Training Center | Conditions Assessment  
Department of Military Affairs | Greenville, KY

Monticello National Guard Base | Conditions Assessment  
Department of Military Affairs | Monticello, KY

Bell County Forestry | HVAC Investigations  
Commonwealth of Kentucky

ASHRAE Level One Audit  
Department of Military Affairs | Various Locations in Kentucky

Replacement Fire Station #2 | Design and Warranty Phase Cx  
LFUCG | Lexington, KY



## LICENSURE & CERTIFICATIONS

Certified Commissioning Authority, AABC  
Commissioning Group

ABAA-Certified Air Barrier Specialist

Fenestration Master Professional Certificate

Building Enlosure Commissioning Authority,  
University of Wisconsin

Building Analyst and Building Envelope  
Specialist - Building Performance Institute

Mitsubishi Electric Service - Variable  
Refrigerant Flow Systems

Tridium Ax - Niagara IV Certified

Level II Thermography

## EDUCATION

BACHELOR OF SCIENCE,  
ELECTRICAL ENGINEERING  
Arizona State University

MASTER of ARTS, HISTORY  
Eastern Kentucky University

BACHELOR OF ARTS,  
SECONDARY EDUCATION  
University of Kentucky

## CONTACT

P: 859.252.3047 x8857

E: burksdc@paladin-inc.net

# DAVE STAPLETON

PE

## Engineer

Dave Stapleton is a hands-on problem solver with a strong curiosity for how things work. At Paladin, he focuses on field observations, functional testing, and early issue identification to support coordination, maintenance, and system performance. With more than a decade of experience, Dave has built deep expertise in building systems, from writing and executing functional tests to collaborating with controls contractors. His ability to interpret diverse control sequences and quickly troubleshoot reflects his strength in building logic, programming, and practical problem-solving.

### RELATED EXPERIENCE

Department of Juvenile Justice Facilities | HVAC Studies  
Commonwealth of Kentucky | Various Locations in Kentucky

Campus-wide Facility Conditions Assessment  
Berea College | Berea, KY

Builder™ Conditions Assessment  
Department of Military Affairs | Various Locations in Kentucky

Library and Archives HVAC Replacement | MEP Design  
Commonwealth of Kentucky | Frankfort, KY

Central Lab Chiller | MEP Design  
Commonwealth of Kentucky | Frankfort, KY

Old State Capitol Annex | MEP Design  
Commonwealth of Kentucky | Frankfort, KY

Health Services Building | MEP Design  
Commonwealth of Kentucky | Frankfort, KY

CHR Complex HVAC Replacement | MEP Design  
Department of Mechanical Services | Frankfort, KY

ASHRAE Level One Audit  
Department of Military Affairs | Various Locations in Kentucky

Frederick Douglass High School | MEP and Building Envelope Commissioning  
Fayette County Public Schools | Lexington, KY

HVAC Replacement + Rebuild | MEP Design  
Finance Facilities + Support Services | Frankfort, KY



### LICENSURE & CERTIFICATIONS

Professional Mechanical Engineer:  
Kentucky (#38724)

### EDUCATION

BACHELOR OF SCIENCE,  
MECHANICAL ENGINEERING

University of Kentucky

### CONTACT

P: 859.252.3047 x8868

E: [stapletond@paladin-inc.net](mailto:stapletond@paladin-inc.net)

# BEN CLEMENTS

PE\*, FITWEL AMBASSADOR

## Engineer

Ben is a New York-licensed Professional Engineer with more than 15 years of experience evaluating existing building systems, with a focus on identifying deficiencies and documenting existing conditions. His experience includes performing building enclosure and MEP conditions assessments for laboratories, Kentucky National Guard facilities, and office buildings.

His background includes detailed field investigations, system evaluations, and functional testing of mechanical equipment to understand how systems are operating and where performance gaps exist. He regularly conducts site walkthroughs, reviews available documentation, and develops clear, actionable reports outlining observed conditions and recommended next steps.

His experience spans building enclosure systems, HVAC, plumbing, and electrical infrastructure, with an emphasis on accurately assessing existing conditions.

Ben brings a strong mix of technical insight and practical field experience and is a Fitwel Ambassador and BREEAM Assessor.

### PALADIN BE + MEP CONDITIONS ASSESSMENT EXPERIENCE

Vanderbilt Medical Center Lab | Nashville, TN

Kentucky Department of Military Affairs National Guard Bases

- Leitchfield
- Somerset
- Greenville
- Monitcello

### PREVIOUS FIRM BE + MEP CONDITIONS ASSESSMENT EXPERIENCE

OneAmerica Tower | Indianapolis, IN | Fitwel v3 Multi-Tenant Base Building

20+ Tanger Outlets | Across US | Single Level Commercial and Retail | LEEDv4.1

High Rise Office Tower | 1211 6th Avenue, New York, NY



### LICENSURE & CERTIFICATIONS

Professional Mechanical Engineer:  
\*New York (#091635)

Fitwel Ambassador

BREEAM Assessor

Emerge Development Advisory Board  
Member

### EDUCATION

BACHELOR OF SCIENCE,  
MECHANICAL ENGINEERING

University of Kentucky

### CONTACT

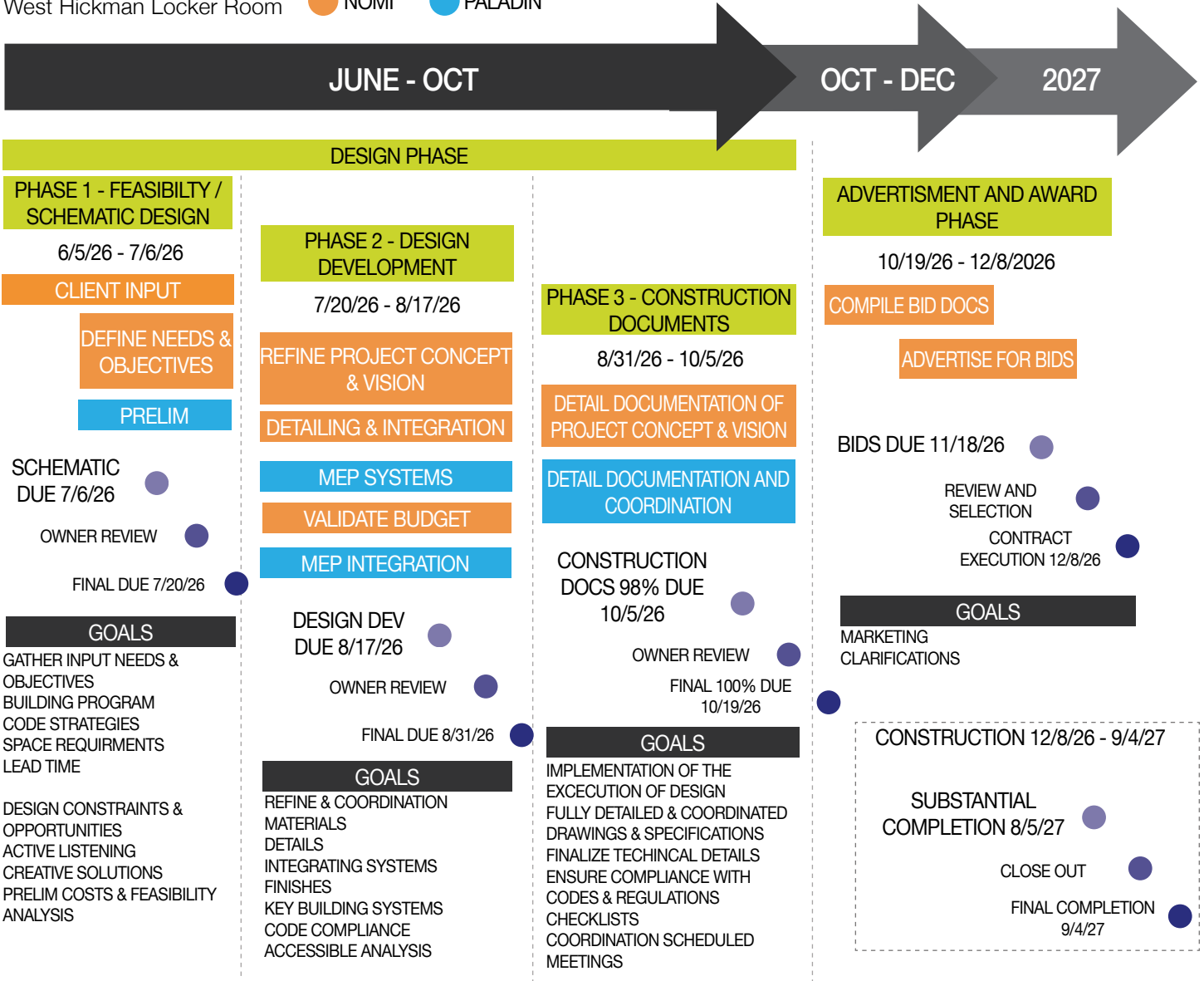
P: 859 252-3047

E: clements@paladin-inc.net

# Project Schedule + Workplan

PROJECT WORKPLAN  
West Hickman Locker Room

● NOMI ● PALADIN



**100% OF WORK BY NOMI  
WILL BE COMPLETED IN  
KENTUCKY**

# Executive Summary

## PRIMARY FIRMS QUALIFICATIONS

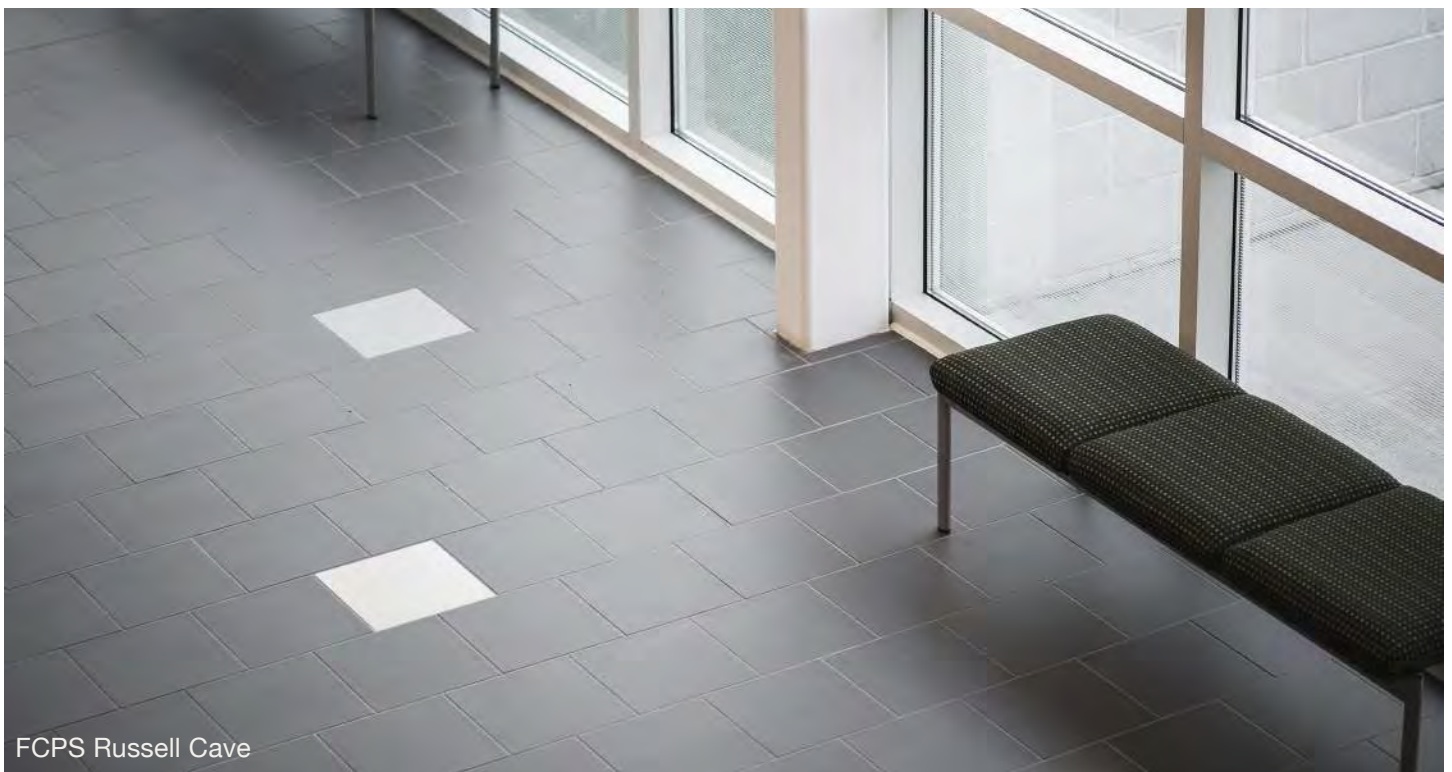
NOMI Design is an architecture, design, and fabrication studio that works on a variety of project types at multiple scales, from large buildings to a custom individual table. The diversity of our work strengthens our practice by challenging us to continue learning, problem-solving, and collaborating with new people. We design in a way that embraces the truth of materials, while also elevating and preserving historic craftsmanship.

Throughout this proposal you will see that we are experts in programming, planning code assessment, building modernization, and innovative spaces.

## TEAMS RELEVANT EXPERIENCE

Our team brings together a diverse range of expertise, encompassing innovative design strategies, comprehensive research and development in workplace flexibility, rigorous code assessment, and building modernization. Below is a selection of our most recent relevant projects:

- Dunbar Phase I & II
- CIS Middle School
- International Book Project
- DECA Hindaman Flood Restoration



FCPS Russell Cave

## PROJECT MANAGERS QUALIFICATIONS

Matthew Brooks has dedicated his career to innovative and non-traditional projects, most of which involve flexible work environments. From his time working in New York for interiors and architecture firms to founding a company that fabricates custom interiors, Matthew and his team are a creative force. Matthew excels at highly challenging projects where there is no previous precedent like the Bluegrass Stockyards or his Private Project #1 and then leveraging those experiences for all other projects. NOMI Design is a company with values and morals that align with those of your company.

*Matthew will be there from the beginning to end, and after, for any reason.*

## EXECUTIVE SUMMARY

Together, our team brings a plethora of knowledge aligned with understanding how to work with you, your standards, and procedures. Our consultant team is well-respected and also familiar with your project needs, which includes Paladin for MEP Engineering.

Collectively, we are the A-Team that will give you reassurance that we serve as knowledgeable stewards of this project.



Hindman School of Craft  
Restoration of fabrication shop

# Who We Are

**NOMI Design** is a leading architectural and fabrication company dedicated to providing comprehensive design services to a diverse clientele. Since our inception in 2015, we have established a reputation for excellence in design, blending creativity with craftsmanship to create unique environments.

We operate locally, regionally, and nationally, holding licenses in Kentucky as well as several other states. Our team of skilled professionals is committed to fostering innovative design solutions that address the needs of our clients while enhancing the spaces we create.

**“ THEIR OFFICE(S) ARE LIKE BIG THINK TANKS FULL OF PEOPLE YOU CAN SEE GENUINELY LOVE THEIR WORK...”**

Amy Morgeson  
Director, Marion Co. Library

Over the years, NOMI Design has been honored with *two prestigious design awards* from the American Institute of Architects (AIA) Kentucky Chapter, recognizing our commitment to architectural excellence. Our work has also been featured in *ARCHITECT Magazine*, the premier trade journal for the design and construction industry in the United States, highlighting our influence and contributions to the field.

At NOMI Design, we believe in creating environments that bridge the talents of both the craftsman and the architect, resulting in spaces that are not only functional but also inspiring. Our mission is to *push* the boundaries of design while ensuring sustainability and quality in every project we undertake.



# What We Do

ARCHITECTURE - FABRICATION - RENOVATIONS - CODE EVALUATION - HISTORIC PRESERVATIONS - INTERIOR DESIGN - FACILITY SURVEYS - VISIONING - STRATEGIC PLANNING + PROGRAMMING - ADAPTIVE REUSE - BRANDED ENVIRONMENTS

## VARIETY

We work successfully on multiple project types of varying scope and scale. This diversity is a cornerstone of our practice; it means we must remain nimble and continue to learn, research and develop. The experience we gain from one type of project often affects others in unexpected and exciting ways. Sharing of knowledge allows us to develop truly innovative solutions for our clients.

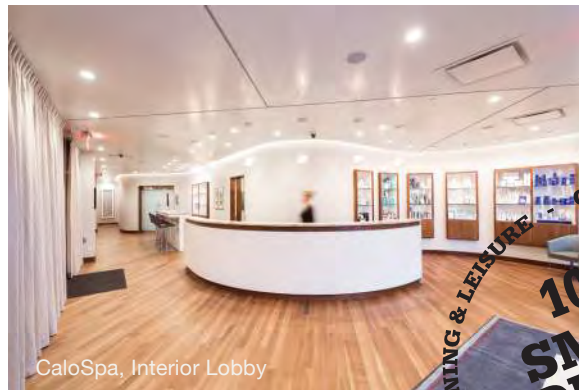
## DESIGN THINKING

Design projects can seem overwhelming. They are huge puzzles filled with moving pieces. Time, space, light, gravity, structure, electricity, function, comfort, cost, legality, psychology, communication, health and safety all come into play and are all equally important components of a successful project.

That's where we come in. Our training and nature as architects and designers enables us to simultaneously envision all of these elements coming together in different ways, creating multiple outcomes. This unique skill set is our most valuable asset. It is our job to not only predict all of these scenarios but to critique and evaluate them, guiding you toward the best possible solution for your needs.

## IT'S ABOUT YOU.

Throughout the process our focus remains on you and the people who will ultimately be using the building or product we are designing. Our job is to be your advocate, guiding you through the design and construction process and delivering a completed project that will help your organization be successful in meeting its goals. For us the health, safety and experience of the user is paramount. It is not enough for our projects to be functional and comfortable, they must also inspire the people who use them.



CLIENT CENTERED SPACES & PRODUCTS THAT IMPROVE LIVING LEARNING & LEISURE  
**100% SMART DESIGN**



### AWARD-WINNING PROJECTS

2016 AIA KY Honor Award CaloSpa Rejuvenation Center

2017 AIA KY Merit Award Luigart Maker Spaces



## FIRM PROFILE

Paladin coined *Game changers in building systems*<sup>™</sup> because of our commitment to your building's potential. Founded in 1986, we built upon engineering roots and now deliver strategic commissioning, sustainability services, and direct-to-owner engineering for new and existing facilities.



### COMMISSIONING

Commissioning supports your specific project outcomes of energy performance, operational stability, risk reduction, and operating cost containment. Our capabilities encompass the entire built environment where we work to ensure seamless performance. When challenges present themselves, we partner with the team to achieve your project goals.

### SUSTAINABILITY SERVICES

As your technical guide through the leading sustainable rating systems (LEED, WELL, Green Globes, Carbon Neutral Design, etc.), we support you and your project team to reach the levels of sustainability you desire. We help unlock why sustainable design is important to your project, then develop the strategy and ensure implementation so we meet those goals in a straight-forward, creative, and earth-improving way. To date, we have 100% success with our sustainability consulting. While that's not a guarantee, it is an indication of how we work to bring about the best outcomes for you.

### DIRECT-TO-OWNER ENGINEERING

We work in existing buildings and on process improvements to address aging infrastructure, identify energy conservation measures, and solve operational deficiencies. We recognize these projects are hard to fund,

Our difference is a team that tells you the truth with good intent allowing you to **leave status quo behind**. We check our egos at the door and focus on your building's working as intended. We are paladins — supporters of your project, defenders of your goals, and champions for your





# DUNBAR COMMUNITY CENTER PHASE I & II

In Phase I of this project NOMI partnered with Dunbar to repurpose a single computer room into ganged restrooms. The restroom included ten plumbing fixtures along with drinking fountains and required floor drains and hose bibbs. Electrical work to support the restroom addition included lighting, power receptacles, and fire alarm work in the restrooms as well as in the remainder of the computer room. HVAC work was included in the new restrooms.

Building upon our firm’s previous work at the Dunbar Community Center, this project represents a continued investment in the revitalization and modernization of the facility. The current phase focused on comprehensive renovations to the first-floor program areas, including upgraded fitness rooms, a conference room, game rooms, sound room, and a dedicated e-sports space. Both primary lobbies and all associated circulation areas were also reimagined to improve wayfinding, accessibility, and overall user experience. The design emphasizes flexibility, durability, and contemporary finishes while supporting the Center’s mission to serve as a vibrant, inclusive hub for community engagement and recreation.

**PROJECT OWNER**

LFUCG  
Josh Ives  
859-258-3930  
jives@lexingtonky.gov

**TOTAL AREA (GSF)**

1,300

**LOCATION**

Lexington, KY

**STATUS**

Phase I Completed 2024  
Phase II Completed 2025

**PROJECT TYPE**

Renovation  
Repurpose

**CONSTRUCTION COST**

\$1,888,853





# CAMPBELLVILLE MIDDLE SCHOOL

The new school is a 142,800-square-foot addition and renovation to the existing Middle/High School Complex, completed to redefine the educational experience. This transformative project included the demolition of the original 1930s structure, renovation of existing school, and the construction of modern facilities designed for project-based learning. With a strong emphasis on technological innovation and adaptability, the new school supports both current educational needs and future growth. It now serves as a dynamic hub for middle school students, fostering creativity, collaboration, and academic excellence. Construction was completed in carefully planned phases over 18 months, ensuring minimal disruption to learning and maintaining a continuous, enriching academic environment throughout the process.

**PROJECT OWNER**

Kirby Smith - CIS  
Superintendent  
270-465-4162  
kirby.smith@cville.kyschools.us

**TOTAL AREA (GSF)**

172,800

**LOCATION**

Campbellville, KY

**STATUS**

Completed 2024

**PROJECT TYPE**

Renovation  
Addition

**CONSTRUCTION COST**

\$40.014 M





# INTERNATIONAL BOOK PROJECT

In 2016 the International Book Project (IBP) developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility. Working closely with IBP, we evaluated their current building and helped them make the difficult decision whether to abandon or renovate their existing location. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property. We hosted a weekend Charrette (aka visioning session) for IBP administrators, staff and board members during which we facilitated a discussion about their operations and environment then translated that information into a working program. Using that program we generated a flexible, open layout that would allow staff and volunteers to operate efficiently now and into the future.

## PROJECT OWNER

International Book Project Inc.  
Lisa Fryman  
859-621-3918  
lisa@intlbookproject.org

## TOTAL AREA (GSF)

7,500

## LOCATION

Lexington, KY

## STATUS

Completed 2018

## PROJECT TYPE

Renovation

## CONSTRUCTION COST

Private Project





# DECA HINDMAN FLOOD RESTORATION

Following the devastating floods in eastern Kentucky in 2022, NOMI was commissioned in 2023 to design the renovation of the Hindman School of Craft. This building holds deep historical and cultural significance. It currently serves as the home of the Troublesome Creek Stringed Instrument Company, a notable nonprofit that runs a recovery program where participants are trained to become luthiers. Originally constructed in 1931 as part of the Works Progress Administration (WPA), the building stands out for its distinctive architecture. As noted in the National Register of Historic Places Nomination, “Of all the WPA buildings built in the county in the 1930s, this is the most ambitious and out-of-place. It was the largest educational facility constructed in the county before the mid-1970s and features three tunneled archways leading into a central courtyard, which is enclosed by classrooms and stone-columned covered walkways.”

**PROJECT OWNER**  
DECA  
Scott Baker  
Scott.Baker2@ky.gov

**TOTAL AREA (GSF)**  
< 10,000

**LOCATION**  
Hindman, KY

**STATUS**  
Completed, 2023

**CONSTRUCTION COST**  
\$2,600,000



# PROJECT EXPERIENCE

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Department of Military Affairs Builder TM Conditions Assessment | Various Locations

The Nest | Lexington, KY | Conditions Assessment

Fire Training Academy | Lexington, KY | Conditions Assessment

Kentucky Horse Park Covered Arena | Lexington, KY | Conditions Assessment

Commonwealth of Kentucky COT Expansion | Frankfort, KY | Electrical Assessment

KDLA State Records Center | Frankfort, KY | Feasibility Assessment

Fazoli's | Richmond, KY | Conditions Assessment

Berea College | Berea, KY | Various Buildings Conditions Assessment

Chevron Corporation Harrison Center | Corydon, IN | Conditions Assessment

Kentucky Department of Military Affairs | Multiple Bases Across Kentucky

768 Barrett Ave for Louisville Metro Government | Conditions Assessment

W Chesnut Office Building for Louisville Metro Government | Conditions Assessment

JCTC Hartford Building | Conditions Assessment

Department of Juvenile Justice Facilities | Various | HVAC Studies

Department of Military Affairs ASHRAE Level One Audit | Various Locations in KY

**ATTACHMENT: A**  
**FORM OF PROPOSAL**

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**Design Services for West Hickman Locker Rooms**  
**Request for Proposal # 22-2026**  
**Form of Proposal**

**Consultant:** NOMI Design  
**Address:** 1584 Delaware Ave, Lexington, KY 40508

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**1. General:**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

**2. Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
    - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
    - iii. Identification of any involved sub-consultants and/or joint-venture partners
  - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
  - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines through the design process.
  - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)
  - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

**Design Stage (Total Services Below)**

**\$ 52,200**

Building Assessment & Schematic Design Phase:  
(percentage of total services) \$ 26,850 \_\_\_\_\_ %

Design Development Phase:  
(percentage of total services) \$ 7,800 \_\_\_\_\_ %

Construction Documents Phase:  
(percentage of total services) \$ 15,600 \_\_\_\_\_ %

Bid Phase:  
(percentage of total services) \$ 1,950 \_\_\_\_\_ %

**Construction Administration Stage**

**\$ 22,600**

(percentage of total services) \_\_\_\_\_ %

**Total Architectural/ Engineering Services**

**\$ 74,800**

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>NOMI Principal</u>	<u>200</u> \$/HR
<u>NOMI Sr. Project Manager Licensed</u>	<u>175</u> \$/HR
<u>NOMI Architectural Intern</u>	<u>125</u> \$/HR
<u>NOMI Administrative</u>	<u>90</u> \$/HR
<u>Paladin Principal/Principal Engineer</u>	<u>210</u> \$/HR
<u>Paladin Sr. Engineer/Project Manager</u>	<u>155</u> \$/HR
<u>Paladin Engineer</u>	<u>130</u> \$/HR
<u>Paladin EIT</u>	<u>115</u> \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

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**Signature**

Matthew Brooks

**Name**

President

**Title**

5/1/2026

**Date**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MANN SUTTON and MCGEE 1353 Leestown Rd.  Lexington KY 40508		<b>CONTACT NAME:</b> Keeley Young <b>PHONE (A/C, No, Ext):</b> (859) 225-3661 <b>E-MAIL ADDRESS:</b> Keeley@msmltdins.com <b>FAX (A/C, No):</b> (859) 225-8351	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Owners Insurance Company	<b>NAIC #</b> 32700
		<b>INSURER B:</b> Auto-Owners Insurance Co	18988
		<b>INSURER C:</b> KY. Employers Mutual Insurance	10320
		<b>INSURER D:</b> Convex Insurance UK Limited	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Nomi Inc 1584 Delaware Ave  Lexington KY 40505-4012			

**COVERAGES**

CERTIFICATE NUMBER: CL2631904457

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			52151333	11/16/2025	11/16/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	<b>AUTOMOBILE LIABILITY</b>			5311297800	11/16/2025	11/16/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> 19							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5311297801	11/16/2025	11/16/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			429292	02/01/2026	02/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	Professional Liability			CAE00264-01	11/16/2025	11/16/2026	General Aggregate	\$2,000,000	
							Each Occurrence	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP #22-2026 West Hickman Locker Rooms Renovation

**CERTIFICATE HOLDER****CANCELLATION**

LFUCG 200 E Main Street  Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## AFFIDAVIT

Comes the Affiant, Matthew Brooks, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Matthew Brooks and he/she is the individual submitting the proposal or is the authorized representative of NOMI Design, 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 \_\_\_\_\_ Kentucky \_\_\_\_\_

COUNTY OF \_\_\_\_\_ Fayette \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Matthew Brooks on this the 30<sup>th</sup> day  
of April, 2016

My Commission expires: 9/26/28

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

## The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*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

NOMI Design  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: NOMI Design

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	1		1														1
Professionals	3	1	2														1 2
Superintendents																	
Supervisors																	
Foremen																	
Technicians	1		1														1
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft	3	3															3
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Matthew Brooks, President Date: 4 / 27 / 26

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

Firm Submitting Proposal: NOMI Design

Complete Address: 1584 Delaware Ave, Lexington, KY 40508  
Street City Zip

Contact Name: Matthew Brooks Title: President

Telephone Number: 8592215236 Fax Number: N/A

Email address: Matthew@nomi.design



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 22-2026

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
Paladin 121 Old Lafayette Ave Lexington, KY 40502 info@paladin.net 8594702798	WBE	MEP Assessment and engineering	\$27,500	37%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

NOMI Design  
**Company**

5/1/2026  
**Date**

Matthew Brooks  
**Company Representative**

President  
**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 22-2026

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.

NOMI Design  
Company

Matthew Brooks  
Company Representative

4/27/2026  
Date

President  
Title



**LEXINGTON**

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>NOMI Design</u>	Date:	<u>4/27/2026</u>
Project Name:	<u>#22-2026 West Hickman</u>	Project Number:	<u>#22-2026</u>
Contact Name:	<u>Matthew Brooks</u>	Telephone:	<u>8592215236</u>
Email:	<u>matthew@nomi.design</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

Paladin Engineering

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

Selecting local MEP firm that we have successfully worked with on other LFUCG projects.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

See next page for copy of email communications.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

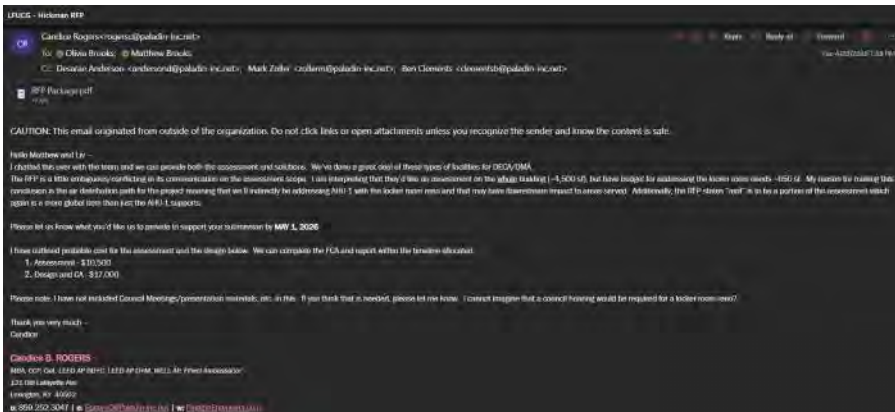
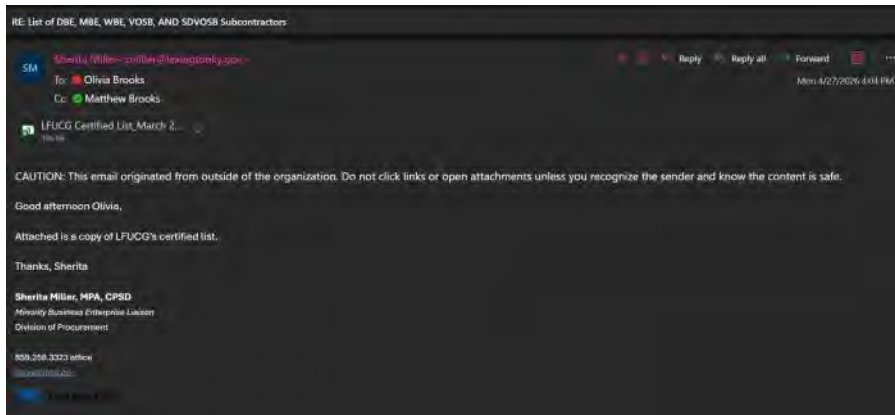
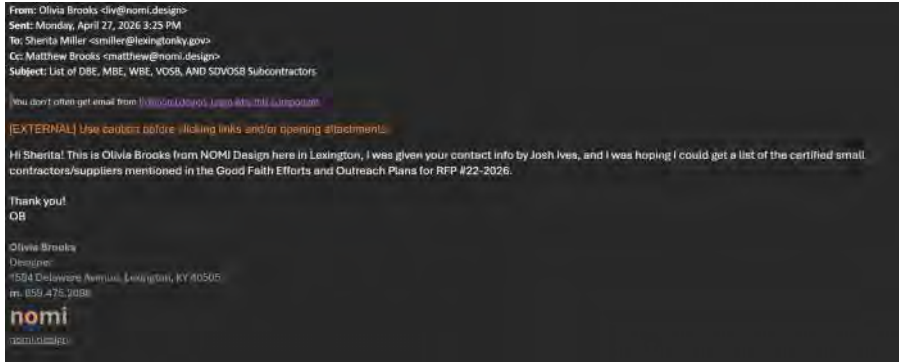
**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

NOMI Design  
\_\_\_\_\_  
**Company**  
4/27/2026  
\_\_\_\_\_  
**Date**

Matthew Brooks  
\_\_\_\_\_  
**Company Representative**  
President  
\_\_\_\_\_  
**Title**



## **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

4/27/2026

Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

## Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.