

EXHIBIT A - RFP 2-2025



Lexington-Fayette Urban County Government Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2025 Blue Sky Small Area Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 14, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG’s Selection Committee shall consider the following factors when it evaluates the proposals received:

| CRITERIA | SCORE |
|---|------------------|
| Specialized qualifications, experience and technical competence of the person or firm regarding the services requested. | 30 Points |
| Familiarity with the details of the project and proposed approaches for providing required services. | 15 Points |
| The professionalism of the written proposal. | 20 Points |
| The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. | 10 Points |
| The capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response. | 10 Points |
| Cost of services. | 15 Points |

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|-------|-----------------------------------|---|--------------------|---|---|---|--|---|--------------------------------|---|---|---|---|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | | |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | | | | | | |

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF 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
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



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
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.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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 |
|---|-------------------------|----------------------|--------------------------------|---------------------------|
| 1. | | | | |
| 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.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.

Company

Company Representative

Date

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: | _____ | Date: | _____ |
| Project Name: | _____ | Project Number: | _____ |
| Contact Name: | _____ | Telephone: | _____ |
| Email: | _____ | | |

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.

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. (Click or tap here to enter text.)

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.

 Click or tap here to enter text.

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.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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:

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| 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 |
| Excess/Umbrella Liability | \$1 million per occurrence |

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.

Lexington-Fayette Urban County Government

2025 Blue Sky Small Area Plan

Request for Proposals

RFP Issue Date: January 24, 2025

Proposal Due: February 14, 2025, by 2:00 p.m. EST

Division of Planning
101 E. Vine St.
Lexington, KY 40507



PROJECT PURPOSE

The Lexington-Fayette Urban County Government's (LFUCG) Division of Planning is requesting proposals from qualified professional planning and urban design firms to develop a Small Area Plan (SAP) for the Blue Sky area, located off Athens Boonesboro Road in Lexington-Fayette County, Kentucky.

LFUCG's Comprehensive Plan, *Imagine Lexington 2045*, was adopted in November 2023. At the request of the Urban County Council, the plan identified approximately 2,800 additional acres to be added to the Lexington-Fayette County Urban Service Area (USA), including the 301-acre site known as the Blue Sky Activity Center. In October 2024, the Urban County Planning Commission approved the [Urban Growth Master Plan](#) (UGMP) to guide future development of the new growth areas, except for Blue Sky. Due to its existing industrial land uses, the Planning Commission requested a small area plan for the site to provide an analysis of existing conditions and to identify opportunities for Blue Sky to help Lexington-Fayette County meet its current and future industrial land use needs and economic development goals.

The selected consultant will be responsible for developing an SAP to guide future development at Blue Sky. The SAP will evaluate the existing conditions of infrastructure and the built environment as well as the natural features, resources, and physical constraints that affect the area. The SAP will specify future land-use designations, how to integrate and connect Blue Sky with other portions of the USA, and economic redevelopment opportunities.

The small area planning process will require robust engagement with the public, property owners, tenants, and business owners. The plan should provide a cohesive framework for future development that is guided by the goals, objectives, and policies of [Imagine Lexington 2045](#) and the Urban Growth Master Plan. The SAP should prioritize sustainable development practices and identify infrastructure needs and potential funding mechanisms to support economic development, employment growth, and access to jobs.

CONSULTANT RESPONSIBILITIES

Consulting firms or teams should be led by a planning/design firm and must also include community engagement support, qualified engineering support, and expertise in economic development/market analysis.

Development of the SAP will require the consultant to serve as project manager, coordinate any related planning work performed by subcontractors, and work closely with LFUCG staff, existing businesses, neighborhood liaisons, area residents, and other stakeholders. As part of community outreach, the property owners and tenants in the Blue Sky area should be consulted about their needs and preferences.

The consultant will be responsible for all public information including meeting notices, arrangements, and summaries. The consultant will handle day-to-day contact with the designated Division of Planning staff and should specify the individual responsible for this in their proposal. Proven success by the firm and lead personnel managing highly visible public projects is desirable.

There will be an advisory committee that will guide the planning work. The committee will be comprised of approximately 10 persons and will have a designated LFUCG staff person to coordinate all committee

activities. In consultation with the committee, some meetings and tasks may be combined as determined to be useful and appropriate.

The selected consultant will be responsible for the following, however, other tasks may be added or modified upon mutual agreement:

- Develop Lexington-specific objectives and strategies to guide future development in the Blue Sky activity center.
- Develop recommendations for appropriate industrial and other land uses that are tailored to the unique characteristics and needs of the City of Lexington.
- Develop a land use spatial framework and transportation network that supports freight movement and multimodal access to employment opportunities.
- Assess and identify necessary site infrastructure and funding mechanisms for any public infrastructure, facility, and service needs.
- Facilitate public engagement and stakeholder outreach to build consensus and incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.
- Suggest any necessary ordinance, policy, or land subdivision updates to support the goals of the Blue Sky SAP.

STUDY AREA BACKGROUND

Lexington-Fayette County is a growing community of over 320,000 people located in Central Kentucky. It has a widely recognized history of growth management, having adopted its first Comprehensive Plan in 1931. In 1958, Lexington instituted an Urban Service Area to manage growth, which has been recognized by the American Planning Association as the first urban growth boundary instituted in the United States.

In 1999, the first Rural Land Management Plan (RLMP) for the Rural Service Area (RSA) was adopted as an element of the 1996 Comprehensive Plan. The document was the first extensive effort dedicated to the planning and management of land uses in the RSA. The plan presented strategies for preserving rural land including minimum lot sizes, establishing rural land use categories, preserving rural settlements and scenic roads, encouraging infill and redevelopment, buffering the urban edge from agricultural uses, and creating a Purchase of Development Rights program.

The RLMP plan was updated in 2017. It included a comprehensive land capability analysis, specified rural land use categories, and identified four rural activity centers including Avon (Bluegrass Station), Bluegrass Airport, Blue Sky Industrial Park, and Spindletop Research Park. In 2024, the Blue Sky area was moved from a rural activity center to a part of the larger Lexington-Fayette USA during the Urban County Planning Commission's expansion of the Lexington-Fayette County's Urban Service Area (USA).

Located at the intersection of Athens Boonesboro Road and I-75, the Blue Sky planning area totals 301 acres and is the only rural activity center not under public ownership. The 2017 RLMP recommended the area be used primarily for warehousing, light industrial, and interstate commercial. However, many parcels that are zoned industrial are currently surface car lots.

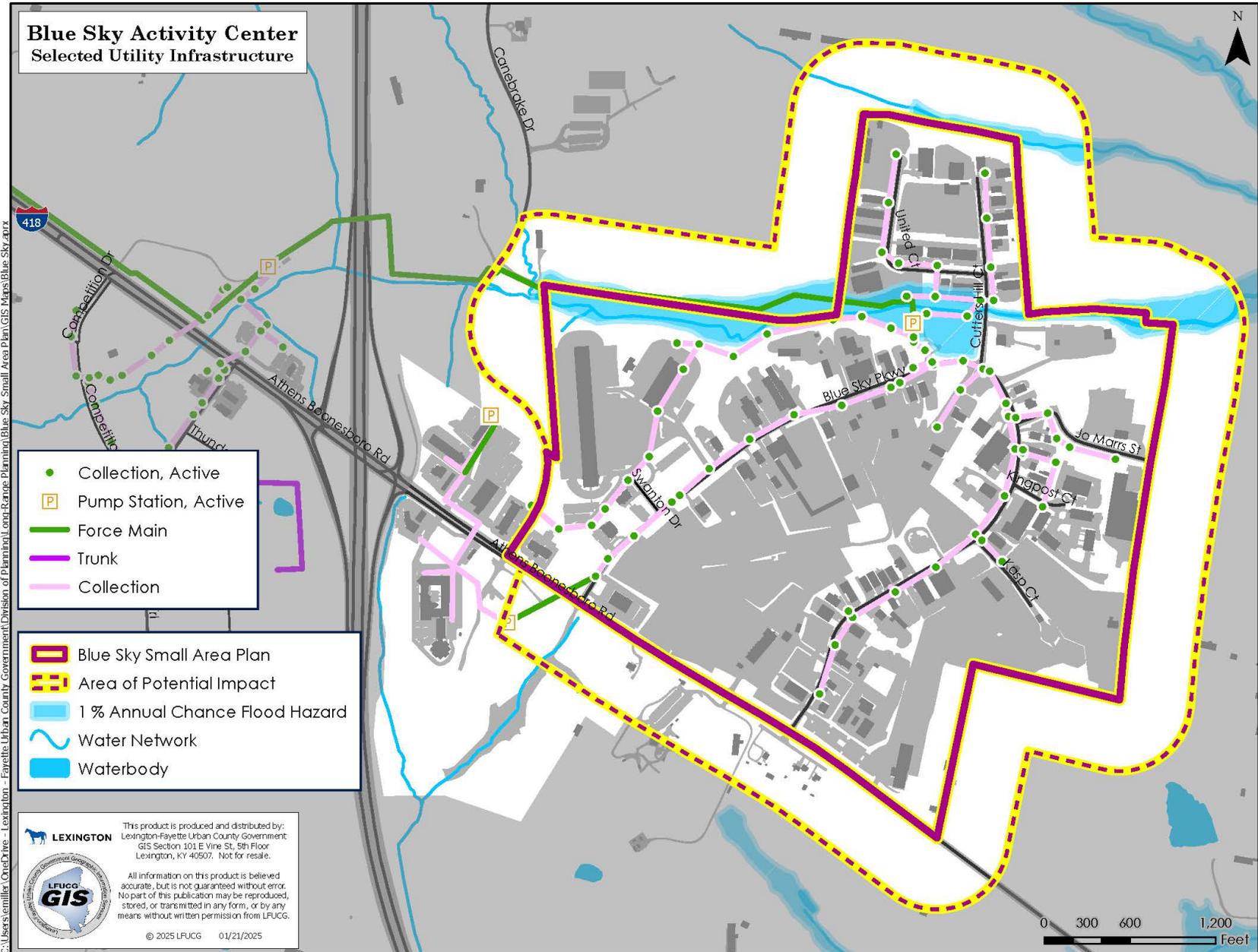
The existing Blue Sky area is dominated by light to heavy industrial zoning. There are 113 parcels zoned I-1, of which 100 parcels are under five acres in size, and 58 parcels are less than one acre. Along with the industrial uses, there are also commercial uses including gas stations, restaurants, hotels, and adult entertainment. Zoning includes Light Industrial (I-1), Corridor Business (B-3) and Professional Office (P-1) zoning.

The Blue Sky area is currently served by two pump stations: Blue Sky pump station on the east side of I-75, off Blue Sky Pkwy, and the Boonesboro Manor pump station on the west side of I-75, off Athens Boonesboro Rd. Previously, this sewer infrastructure was owned and operated privately. In 2011, in response to the city's EPA Consent Decree agreement, LFUCG closed the private sanitary treatment plant at Blue Sky and connected the industrial park to the municipal sanitary sewer system. There is also existing privately-owned pump station south of the Blue Sky Activity Center that serves the hotel, located at 5532 Athens Boonesboro Rd, near Boggs Fork stream. The construction of infrastructure within the Blue Sky Activity Center would provide an opportunity to eliminate this privately-owned pump station.

It is likely Blue Sky's sanitary sewer system will not be able to accommodate increased sanitary sewer flows if industrial uses intensify without infrastructure improvements. The Blue Sky SAP should use the Division of Water Quality's 2023 Sanitary Sewer Capability Report to evaluate the current and future sanitary sewer capacity that is needed to support additional industrial uses.

The Blue Sky area is currently accessed only from Athens-Boonesboro Road (KY 418). Between Blue Sky and Interstate 75, that facility is a 2-lane state highway. Currently there are no infrastructure provisions for bicycles, pedestrians or public transportation either within the Blue Sky area or on Athens-Boonesboro Road. The closest access to public transportation is at the intersection of Richmond Road (US 25/421) and Eagle Creek Drive.

LAND USE STUDY AREA



PROJECT GOALS / OUTCOMES

The primary goal of the small area plan is to provide a cohesive spatial framework for the future economic development of Blue Sky, ensuring that individual development projects align to create a diverse and modern industrial park that serves the needs of our community's industrial sectors for many years to come. The SAP should also identify strategies to advance sustainable development and recommend innovative financing mechanisms for public-private investments and infrastructure improvements. Objectives of the study include:

- Develop Lexington-specific objectives and strategies to guide current redevelopment and future economic development in the activity center that meets the industrial demands of Lexington-Fayette County for the next 30 years.
- Determine Blue Sky's ability to provide employment opportunities that meet the region's economic development needs, while also protecting the environment through sustainable site development and building methods.
- Achieve community consensus and provide clarity on the desired land and industrial uses in the activity center that are tailored to the unique characteristics and needs of Lexington.
- Identify public infrastructure and maintenance needs, including transportation infrastructure and services, sanitary sewer and stormwater infrastructure, waste management, public safety, and emergency services.

TASKS / PRODUCTS

1. Guiding principles:

Conduct a review of the goals, objectives, and policies in Imagine Lexington 2045 and UGMP to develop guiding principles for future development of the Blue Sky area that align with each plan.

2. Existing conditions inventory and market analysis:

Conduct an existing conditions inventory and analysis for the identified area(s) and any relevant adjacent areas including at minimum a review of:

- Existing land uses,
- Existing employment, economic activity, and jobs production, including an estimate of local revenues received (wage, earnings and other relevant data),
- Existing transportation infrastructure and transit services,
- Existing sanitary and stormwater infrastructure and capacity,
- Environmentally sensitive areas,
- Waterways and drainage; and
- Land included in the Purchase of Development Rights program in the vicinity of the Blue Sky study area.

The existing conditions inventory should identify the land within the study area that is suitable for industrial land uses and further development, as well as potential adjacent parcels that are suitable for inclusion into the Blue Sky area. Planning staff will provide GIS and base data as available to help

generate this review/report. The existing conditions may also be informed by targeted stakeholder outreach as determined by the consultant.

The market analysis should determine the land use types and intensities needed within the Blue Sky area to meet the industrial job capacity projections for Lexington-Fayette County for the next 30 years. This will require the consultant to analyze current land uses, zoning regulations, infrastructure capacity, and economic trends, as well as assess the demand for different types of industrial spaces, such as manufacturing, warehousing, and distribution. The consultant will identify areas to address future needs, considering factors such as accessibility and environmental impacts.

3. Public and stakeholder engagement:

A collaborative planning approach will allow the consultant and the city to engage stakeholders to inform and shape flexible zoning solutions that reflect the needs of modern industries and anticipate future demands for the area. The consultant should provide an engagement and outreach plan that includes stakeholders such as property owners, tenants, and neighboring communities. Outreach should include:

- Organize and facilitate public meetings (2 minimum).
- Organize and facilitate other workshops, focus groups, and online platforms as determined by the consultant to gather input, feedback, and recommendations.
- Incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.
- Give two presentations to the Urban County Planning Commission during a regularly scheduled Work Session meeting as well as the project advisory committee (4 total presentations).
- Give a presentation to the Urban County Council during their regularly scheduled General Government and Planning Committee meetings.

4. Land use and transportation spatial framework(s):

Develop an overarching spatial planning framework for future development that reflects the goals of the project and the UGMP. Components should include:

Green Infrastructure

- Utilize the UGMP recommendations to map and integrate areas of open space, greenways and adjacent future trail networks.
- Summarize how modern industrial parks are addressing environmental issues, including but not limited to implementing green building standards, utilizing renewable energy sources, and enhancing waste management practices. Recommend how these practices can be integrated into Blue Sky development.

Urban Development

- Utilize other relevant LFUCG Plans, including the UGMP recommendations and the 2017 Rural Land Management Plan, to determine the best land uses for the activity center (more detailed list in Relevant Plans/Studies section).
- Identify sites internal to the Blue Sky area that could incorporate non-industrial uses to provide more access to goods, services, and other daily amenities to serve the employees and customers of the activity center.

- Identify locations that are suitable for a broader range of industrial uses (light industrial, manufacturing, flex space, etc.) as well as for adaptive reuse.
- Recommend sites, as well as building orientations, that would improve walkability and transit access within the area.
- Identify and recommend appropriate buffers between Blue Sky and the RSA.
- Identify how to better integrate and connect Blue Sky with other portions of the USA, including Areas 3, 4 and 5 of the UGMP.

Transportation

- Identify transportation infrastructure improvements that are required to support additional industrial development and to optimize freight movement in to, out of, and within Blue Sky. Additionally, determine suitable locations for refueling freight vehicles that use alternative fuels.
- Identify roadway improvements external and internal to the site that are necessary to meet [Lexington's Complete Streets policy](#) and provide a range of transportation options.
- Evaluate the I-75 / Athens-Boonesboro Road interchange and recommend design improvements to improve safety for all travel modes.
- Identify transportation improvements needed to better connect Blue Sky with other portions of the USA.
- Develop Complete Street improvement concepts, in coordination with the KY Transportation Cabinet, including proven safety measures, to improve access and safety for all users along Athens-Boonesborough Road between Blue Sky and Areas 3, 4 and 5 of the UGMP.

Infrastructure and Community Facilities

- In coordination with LFUCG staff and the Division of Planning, identify and map the regional infrastructure networks required to enable urban development, including sewer, utilities, etc., resulting in lot configuration options. Provide a comprehensive analysis of the costs associated with construction and maintenance of the public infrastructure to enhance and improve access for economic development.

5. Conceptual plans for catalytic sites:

- Develop preliminary designs and renderings for at least one catalytic site for the Blue Sky area, whether existing or newly identified, with the final choice to be determined by the client.

6. Develop a regulatory framework for implementation:

- Recommend policies, zoning ordinance and land subdivision regulation updates that are needed to achieve the goals of the Blue Sky SAP. Include zoning recommendations and zoning ordinance text that reflects the needs of modern industries while anticipating future demands for industrial areas in Lexington-Fayette County for the next 30 years. Include any recommended criteria that should be provided or considered as part of the development review and zone change process to better evaluate and demonstrate agreement with the SAP.

KEY STAKEHOLDERS

- Property owners, tenants and business operators, and residents within and adjacent to identified area(s).
- At-Large Councilmembers and those representing Council Districts in the chosen area(s).
- Transportation and land use policy makers including the Urban County Planning Commission, project advisory committee, Lexington Area MPO, Lextran and the Kentucky Transportation Cabinet (KYTC).
- LFUCG Division staff including Planning, Housing and Community Development, Economic Development, Parks and Recreation, Environmental Quality and Public Works, and Water Quality.
- Local economic development organizations such as the Lexington-Fayette Urban County Industrial Authority (“Industrial Authority”) and Commerce Lexington.

TIMELINE

Notice to proceed is anticipated on April 24, 2025, with a desired project completion not to exceed one year, inclusive of plan adoption by the Urban County Planning Commission as a component of Imagine Lexington 2045.

PROJECT OVERSIGHT

The Division of Planning will be the primary project contact and will facilitate close coordination with the Urban County Planning Commission and the project advisory committee.

RELEVANT PLANS/STUDIES

Blue Sky Rural Activity Center 2000 Small Area Plan:

https://issuu.com/lexingtonky1/docs/blue_sky_rural_activity_center_2000_sap

City of Lexington 2045 Comprehensive Plan: <https://www.lexingtonky.gov/imaginelexington>

2024 Urban Growth Master Plan: <https://www.imaginelexington.com/ugmp>

Imagine Lexington Growth Trend Reports (Updates to Lexington’s Existing Conditions and Growth Trends Report of the Sustainable Growth project): <https://www.imaginelexington.com/growthreports>

Lexington Area MPO 2050 Metropolitan Transportation Plan (2024): https://lexareampo.org/wp-content/uploads/2024/05/MTP-2050_FINAL_May-15.pdf

Lexington Area MPO Regional Bicycle & Pedestrian Master Plan (2018): <https://lexareampo.org/studiesplans/connectlex/>

Lexington Complete Streets Policy: <https://www.lexingtonky.gov/complete-streets>

2023 Sanitary Sewer Capability Study Report:
https://issuu.com/lexingtonky1/docs/2023_sanitary_sewer_capability_study_report.

2012 Blue Sky Pumping Station & Force Main Technical Memorandum #1 and Rev. 2: https://lexingtonky-my.sharepoint.com/:f/r/personal/chmartin_lexingtonky_gov/Documents/Blue%20Sky%20Historical?csf=1&web=1&e=SCDaN6.

2006 RSA Sewer Capability Study: <https://issuu.com/lexingtonky1/docs/rural-service-area-sanitary-sewer-study>

Rural Land Management Plan (2017) and PDR Protected Land:
<https://www.lexingtonky.gov/boards/rural-land-management-board>

Greenway Master Plan (2002) *currently funded for update*:
<https://drive.google.com/file/d/0B0aBvWAKyfxaNVU1WTZuS21jdjQ/view?resourcekey=0-tlUV2Cj5sdAsJbVK5S0VYQ>

Urban Tree Canopy Assessment and Planting Plan (2022): <https://www.lexingtonky.gov/lexingtons-tree-canopy>

Public Engagement Toolkit: <https://www.imaginelexington.com/PET>

DELIVERABLES

- A final digital report that details the findings and outcomes of each of the tasks set forth in the scope of work.
 - Include the PDF and packaged InDesign file (if used); includes a folder with full resolution maps, diagrams, charts, tables, and all other imagery used in the final report.
- Data sets collected or created during the performance of the study, including GIS files. Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this SAP.
 - All maps and digital mapping products shall be geo-located and referenced in GIS.
 - GIS files shall be distributed to LFUCG in shapefile (shp) or geodatabase (gdb) formats.
- An executed public outreach plan and full resolution digital copies of any public display materials or presentations in relation to the project.
- A total of six (6) project presentations to relevant policy and legislative bodies, including:
 - Two project update presentations to the Urban County Planning Commission and the project advisory committee during their regularly scheduled meetings (4 total presentations).

- One public hearing presentation to the Urban County Planning Commission (1 presentation).
- One presentation to the Urban County Council during their regularly scheduled Committee or Council meetings (1 presentation).

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract.

The LFUCG shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Tasks 1 through 2: **25%**

Tasks 3, 4 & 5: **50%**

Task 6, 7 & draft report: **85%**

Delivery of final report, presentations & data sets: **100%**

SUBMITTAL REQUIREMENTS

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

1. Brief history of the consulting firm or firms on your team.
2. The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.
3. Why is your team best suited to develop the Blue Sky SAP. What unique ideas or experience does your team bring to the table?
4. Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
5. Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale.

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation.

LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to

commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

The following criteria will be used for the evaluation:

| CRITERIA | SCORE |
|---|------------------|
| Specialized qualifications, experience and technical competence of the person or firm regarding the services requested. | 30 Points |
| Familiarity with the details of the project and proposed approaches for providing required services. | 15 Points |
| The professionalism of the written proposal. | 20 Points |
| The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. | 10 Points |
| The capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response. | 10 Points |
| Cost of services. | 15 Points |