



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #48-2023 Downtown City Hall Development** 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 **January 12, 2024**. 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Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will

take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect

to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*
13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
14. *The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*
15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*
 - a. *The undersigned certifies, to the best of his or her knowledge and belief, that:*

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and

subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

Proposal Evaluation	100 Possible Points
Site & Building Design Concept and Schematic Plans	25 Points
Construction and Operation Cost Projection	30 Points
Experience and Qualifications	20 Points
Flexibility for Design Development	10 Points
Timeline/Schedule	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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: <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 Procurement, (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 Procurement 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."

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.

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8. Proposer has not and will not induce, nor attempt to induce, an employee or officer of the LFUCG to use his or her official position to secure inappropriate privileges or advantages for the Proposer or any employee or officer thereof.

9. Proposer has not and will not induce, nor attempt to induce, an employee or officer of the LFUCG to take or refrain from taking any discretionary action related to this proposal or the project being bid.

10. Proposer has not and will not provide any valuable gifts, whether in the form of service, loan, thing, or promise, or honorarium, or promise to provide gifts or honorarium, to employees or officers of the LFUCG during the pendency of this RFP, as well as while providing the goods or services related to the RFP, if selected by the LFUCG.

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11. Proposer has not and will not induce, or attempt to induce, an employee or officer of the LFUCG to disclose information acquired in the course of the employee's or officer's employment that is not otherwise subject to the Kentucky Open Records Act for the purpose of obtaining an advantage toward the Proposer for the purpose of this, or any future, proposal.

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																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Mainten																	
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**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of

the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Procurement Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
 - e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
 - j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of 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 is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE 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 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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.
21. Contractor understands and agrees that the MWDBE goals and requirements of this RFP will apply to development, design and construction of this project.

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) (Includes X C U coverage)	\$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	\$100,000
Excess/Umbrella Liability	\$10 million per occurrence
Professional Liability	\$2 million per claim
Environmental (Pollution) Liability (Includes asbestos coverage)	\$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. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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

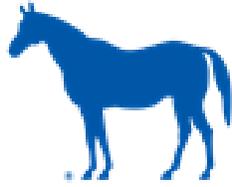
BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

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

Lexington-Fayette Urban County Government (LFUCG)

DOWNTOWN CITY HALL DEVELOPMENT

Request for Proposals (RFP) #48-2023

INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) invites qualified Offerors to submit proposals for the redevelopment of a downtown site for a City Hall. This Project is envisioned to replace three separate buildings with a consolidated, modern, and highly efficient municipal hub. Our goal is to receive proposals for a contemporary City Hall to be situated in downtown. Ideally the Project would not utilize LFUCG owned property but rather an Offeror's property/facility that would leverage strategic partnerships to successfully open the doors to the modern City Hall. A primary objective is to minimize upfront capital costs for the LFUCG while ensuring that we ultimately gain full ownership of both the land and the structure(s) within an agreed upon timeframe. This RFP outlines our preferences and requirements for the envisioned modern City Hall Project. However, we encourage innovative proposals and alternative ideas that creatively align with our goals. Your innovative solutions may hold the key to making this Project a success.

Lexington, Kentucky is a vibrant and growing community with a rich history and a promising future. As our city continues to evolve, it is crucial that our infrastructure evolves with it. The consolidation of our existing Government Center at 200 E. Main Street, along with two additional administrative buildings at 101 E. Vine Street (Phoenix Building) and 212 E. Main Street (SWITOW) (the "Buildings"), into a state-of-the-art facility is a testament to our commitment to improving public services, enhancing accessibility, and fostering a stronger sense of community within our downtown core. The LFUCG will exit the buildings upon completion of a newly renovated, fit-for-purpose City Hall facility at a future downtown location meeting our specifications. Another preference is to be the exclusive tenant within the building. However, if the incorporation of complementary tenants or functions enhances the Project, the LFUCG is open to considering such proposals.

This Request for Proposal (RFP) represents a significant milestone in the development of Lexington. Mayor Linda Gorton, alongside the Urban County Council, stands dedicated and unified in our pursuit for a new City Hall. The LFUCG has already made substantial investments in a comprehensive City Hall Programming and Space Needs Study to clearly identify our space needs. Moreover, we have diligently assessed the downtown market, identifying our desired approach as relocating from our current facilities to a more suitable downtown location tailored to our specific requirements.

We are seeking innovative and experienced Offerors who share our vision for City Hall in downtown Lexington. The selected development team will play a pivotal role in shaping the future of Lexington by transforming this

downtown site into a vibrant civic space that brings our community together and provides a functional and community-centric government facility. The LFUCG envisions a successful City Hall as a multifaceted facility that serves both the community and the LFUCG's staff effectively. Overall, the LFUCG desires a City Hall that is not only functional but also safe, efficient, economical, accessible, inclusive, engaging, identifiable, healthy, and sustainable.

As we embark on this endeavor, we invite experienced and visionary owner/development teams to submit their proposals. We are seeking a partner who can bring creativity, innovation, and a deep understanding of urban design to the table. We are eager to explore proposals that not only fulfill our immediate need for a new City Hall but also contribute to the overall revitalization and prosperity of our downtown area.

GENERAL REQUIREMENTS

Based on the detailed requirements, terms and conditions set forth in this RFP, the LFUCG solicits proposals from Offerors that can demonstrate the necessary capability to finance, design, develop, construct, and thereafter lease and maintain the Project. This means a public private partnership (P3) delivery method (KRS 65.028) of a built-to-suit project in which the LFUCG enters a single procurement and contract award for design, construction, financing, and operation of a capital project over a contractually defined period; and in which the ownership and title of the capital project shall be conveyed at any time to the LFUCG. This method is the anticipated course of action for a project of this nature, but the LFUCG is open to considering alternative financing arrangements if they prove to be more cost-effective.

The selection decision will be based upon the best value to Lexington determined by ability to meet its needs and what is in its best interest, taking into consideration the submitted design, construction, estimated costs, and schedules, as well as other relevant criteria. Price alone shall not be the sole determining factor in the selection process. The final agreement must comply with the provisions of KRS 65.028 and all other applicable laws and LFUCG procurement and debt policies.

The location of the Project is required to be within the zone of Downtown Lexington, Kentucky as shown in the attached Exhibit A. The Failure to meet this requirement will result in the automatic disqualification of the proposal.

The Project can be a newly constructed facility, a renovated facility, or a combination thereof. The LFUCG will not use any of its existing Buildings for this Project and does not own or control other property suitable for a development project of this nature. The Offeror must own or control the primary property utilized for the Project.

The Project must comply with the following criteria:

Site and Access Needs

- Direct access to a major corridor. The LFUCG's strong preference is that the Project be located adjacent to Main Street, Vine Street, Broadway or Midland Avenue as these are the major corridors entering downtown and will yield the best ingress/egress for visitors and employees. Also, wayfinding will be easiest on main corridors.
- Access to parking and its proximity are crucial considerations. The current Government Center accommodates 130 parking spaces on-site or immediately adjacent to the building for key core staff and visitors. It is the strong preference of the LFUCG that at least this minimum number of parking spaces be available either on the Project site or in its immediate direct vicinity. Additional parking is also needed to accommodate 500 vehicles which can be provided utilizing existing nearby parking lots and garages. The preferred walking distance to any parking for City Hall is a maximum walk of approximately 5 minutes or 1/4 mile. This arrangement should ensure that staff and visitors can easily access parking with only short walks to

and from their destinations within the City Hall premises. (Reference the *Programming & Space Needs for City Hall Study*, Exhibit B for full parking needs.)

- Minimal to no negative impact on existing neighbors and adjacent property owners.

Program and Space Needs

In 2023, a comprehensive study was undertaken to assess the space requirements of the downtown Government Center campus, which encompasses our existing Government Center located at 200 E. Main Street, as well as two additional administrative buildings situated at 101 E. Vine Street (Phoenix Building) and 212 E. Main Street (SWITOW). The primary objective of this study was to provide recommendations for the programmatic and spatial necessities essential for the development of a modern City Hall in the future.

The study's findings indicated that a new City Hall would necessitate a minimum of 160,000 gross square feet. This was achieved through a balanced space assignment strategy that has a mix of assigned and unassigned seating, more balanced offices and cubicles, and integration of moderate collaboration space. A modern City Hall would also have key space types that are missing from the LFUCG's downtown buildings today, due to various constraints and limitations over the years. Further details on these specific space types are provided in Exhibit B and are comprehensively outlined in the City Hall Programming & Space Needs Study Final Report, which can be accessed at www.lexingtonky.gov/cityhalldevelopment.

The report also presented several potential approaches for the LFUCG to consider to attain the 160,000 gross square feet of space required. These implementation options encompass:

A. Essential modifications

Demolish the Government Center garage and replace it with surface parking. Renovate the Government Center and Phoenix building. Exit the Switow building. Ensure all functionality is located within two buildings at the Government Center and Phoenix Building.

B. Intensive modifications

Demolish the Government Center garage and build an extension on the garage footprint. Renovate and expand the Government Center building. Exit both Phoenix and Switow buildings. Ensure all functionality is located within one structure at the Government Center.

C. Relocation

Buy an existing office facility and renovate the building. Exit all current facilities. Ensure all functionality is relocated to the new site.

D. Ground-up construction

Identify the best-fit location and build a new Government Center. Exit all current facilities. Ensure all functionality is relocated to the new site.

Subsequent to the completion of this study, the LFUCG Administration and Council collaboratively opted to pursue implementation options C and D. These options entail the acquisition of a downtown property, as elaborated upon in this RFP.

When submitting proposals, design plans should incorporate the estimated programming and space needs as outlined in the Balanced Strategic Scenario recommended as part of the *Programming & Space Needs for City Hall Study*, Exhibit B. This ensures the development aligns with the study's findings and recommendations, ultimately meeting the functional and spatial goals set out in the space study and aligning with Lexington's objectives.

The document summarizes requirements for the City Hall Project, including how different spaces should be arranged and utilized. We strongly encourage Offerors to thoroughly review this document. It's crucial to understand these programmatic needs and our starting point for spatial arrangements as outlined in the study.

PROJECT DEVELOPMENT

A. Project Goals

It is the desire of Lexington to select an Offeror to develop and construct a new City Hall of the size and character indicated in this RFP (see Exhibit B for Program and Space Needs and Exhibit C for Design, Construction and Performance Standards, within the zone of Downtown Lexington, Kentucky as shown in Exhibit A.) The Project can be a newly constructed facility, a renovated facility, or a combination of these options. Offerors may submit multiple and alternative proposals within one proposal document.

B. Design Intent

Lexington encourages and prefers the construction of the Project such that it is:

- **Functional.** The hub for LFUCG services with a building and site that is functional to serve LFUCG staff's needs as they provide quality services to our community; prioritize functionality based on department adjacencies.
- **Safe.** A safe, secure and welcoming space that also provides a great public experience.
- **Efficient.** Facility to support functionality and efficient delivery of municipal services, while retaining flexibility for future changes to services and operations.
- **Economical.** A building that is constructed, operated, and maintained in a fiscally responsible manner.
- **Accessible.** A facility that meets and exceeds requirements for ADA and implements universal design principles ensuring access for all.
- **Inclusive.** A well-organized facility oriented to serving our community and promoting inclusion and belonging for all staff and visitors.
- **Engaging.** A space to allow for more community outreach, public education, and alternate means to engage the public in pursuit of equitable, just, and inclusive decision-making process.
- **Identifiable.** A building that has a clear public identity to our community establishing the civic center of Lexington in the heart of the city.
- **Healthy.** Enhance employee satisfaction and productivity by creating a welcoming workplace to support employee health and wellbeing, and a facility that includes comfortable and shared spaces that promote healthy indoor and outdoor environments.
- **Sustainable.** A facility designed for increased environmental performance and incorporates environmentally friendly materials and products for sustainability and waste reduction.

C. General Project Information

- The structure may be a stand-alone building(s) and it shall adhere to a comprehensive set of standards to ensure safety, inclusivity and accessibility. The structure shall comply with all requirements of the Kentucky Building code, Kentucky Electrical Code, Kentucky Mechanical Code, Kentucky Plumbing Code, and all other applicable state and national codes and also adhere to the principles of the Americans with Disabilities Act (ADA) and Universal Design Standards.
- If the Project is designed such that subdividing and/or adding space can be easily accomplished in the future, please make note of such a condition.
- Exhibit B serves as an initial reference point for the building program and spatial requirements. This encompasses the identified need for parking, workspace standards, spatial adjacencies, and preliminary

stacking plans for a unified City Hall.

- Concepts should be developed to facilitate the identified spatial needs that support our three primary user groups for City Hall: elected officials, employees, and the general public. This may encompass, but is not limited to, space allocation for:
 - Departments, divisions, and employee work environments, focusing on work methods and standardized office spaces, efficient workflows, and adherence to security and confidentiality standards.
 - Council Chambers and associated offices for the Council and Mayor to conduct official business.
 - Alternative spaces for boards and commissions to convene and conduct business when the Council Chambers are occupied and unavailable.
 - Public areas that are essential for engaging the community in civic education initiatives, gathering input, and participating in government decision-making processes.
- Exhibit C identifies essential goals for a modern City Hall building and intended levels of performance. This is not an exhaustive list of highly detailed specifications, but rather performance expectations and goals of a new facility. Offerors are to identify and implement the best strategies to meet those goals.
 - Proposals should incorporate (or exceed) these standards in their entirety in the design and construction of this City Hall. No deviation of these requirements will be granted, without the expressed written consent of the LFUCG.
- Fiber Infrastructure: Facilities must exist to relocate the LFUCG's fiber optic hub for its traffic control center, currently located within 101 E. Vine St (Phoenix Building), as well as points-of-presence for provider fiber rings that serve the LFUCG's campus with internet connectivity.
- Warranty of Suitability: The LFUCG makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the Project will be located. The successful Offeror is expected to have ownership/control of proposed property and facilities or be under contract to do so. Offeror is expected to have examined the property and to have formed their own conclusions as to its suitability for the stated purposes.

LEASE TERMS AND CONDITIONS

A. General

The terms of the final negotiated contract between the LFUCG and the Offeror must comply with the provisions of KRS 65.028 and shall primarily be based upon (1) the Request for Proposals (RFP and any addenda thereto), and (2) the Offeror's proposal submitted ("Submittal") in response to the RFP, any clarifications concerning the Submittal, and the final offer. The final lease is subject to approval by the Urban County Council.

B. Lease Agreement

The final lease agreement entered into by the LFUCG for the Project must comply with the provisions of KRS 65.028. In addition to the provisions contained in the General Terms and Conditions and the Risk Management and Insurance provisions provided as part of this RFP packet, it is the expectation of the LFUCG that the final negotiated lease will contain additional provisions protecting the interests of LFUCG and other standard provisions from similar commercial real property transactions. It should be noted that as an urban county government, LFUCG does not indemnify third parties. It is the intention of the LFUCG that all proposals will have an end result of ownership of the real property and building(s) associated with the Project. Offeror should consider the nature of government funding when proposing financing strategies and clearly make clear any capital investment requests, significant fluctuations in annual investments or end of term considerations. If multiple financing structures are presented, they must be defined and delineated as separate options and component pieces of the proposal which may be optional (i.e.,

facilities maintenance within the lease) should be clearly noted.

The preference is that the entire building(s) be leased exclusively to the LFUCG. However, the LFUCG will consider other options including a shared space with other complementary tenants as long as they enhance the overall Project. As noted above the LFUCG is interested in owning all of the real property and building(s) at the conclusion of the lease term.

The LFUCG expects there is to be no ad valorem real property taxes associated with the Project due to its governmental use. It is the LFUCG's expectation that the Offeror will bear sole responsibility for all other taxes, including but not limited to income and, if applicable, sales and use tax as well as any appropriate local taxes, such as occupational and school taxes.

Any assignment, subletting, transfer or mortgage of the building(s) or underlying real property, the lease, or of the maintenance or operation functions related to the Project will be required to be subject to the written formal approval of the LFUCG.

C. Commencement of Construction

Offeror shall commence the Project immediately upon award of the contract. The successful Offeror shall be required to obtain any and all regulatory approvals, by and at the sole expense of the successful Offeror.

Occupancy shall be no later than 30 months from agreed upon, signed agreement. Substantial Completion [the date upon which the Lexington occupies the building(s)] will be this date, and Final Completion will be an additional 30 days. Substantial and/or Final Completion dates may be adjusted by Lexington for acts of God, such as tornadoes, earthquakes as further agreed to during negotiations with the selected Offeror

- Time for Completion: Offeror shall commence the Work on the Commencement Date based on the Approved Schedule, to be agreed upon by the LFUCG and the selected Offeror following RFP selection, and the Work shall be carried out regularly and without interruption. Estimated construction time is within the time available between the execution of the lease agreement with the LFUCG as outlined in the Approved Schedule. Completion before the date of substantial completion does not require the LFUCG to occupy. Completion after the substantial completion date invokes liquidated damages.
- Offeror shall substantially complete the Work not later than outlined in the Approved Schedule to be agreed upon by the LFUCG and the selected Offeror following RFP selection (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time." Offeror shall achieve Final Completion of the Work as outlined in the Approved Schedule.
- Liquidated Damages For Delay In Substantial Completion: Offeror shall pay the LFUCG a sum to be determined during negotiations based on the proposed Project for each and every calendar day of delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Offeror shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Lexington.

The inability of the Offeror to obtain proper financing, approved in advance by Lexington, by the aforementioned deadlines for submission of a comprehensive work plan and Project timeline, shall not constitute a reasonable reason for an extension of time.

Construction of the Project must be commenced within the Approved Schedule, which shall include review and approval by all appropriate governmental agencies. The Offeror will not be authorized to construct, erect, or place any structure or other facility upon the premises, or to make any major alteration to an existing structure or facility

without the prior written approval of Lexington.

D. Rent Payable to the Lessor/Successful Offeror

The LFUCG is open to a gross or triple net (NNN) lease structure. To the extent that the Offeror can take a more active role in building operations and maintenance is preferred.

E. Performance and Payment Bonds

Pursuant to KRS 65.028 the selected Offeror shall provide or cause to be provided performance and payment bonds on the design and construction portion of the agreement as required under KRS 45A.435 and maintenance bonds as needed. The Offeror shall procure payment and performance bonds in the amount of one hundred percent (100%) of the designated amount of the Project as it may be increased as security for the faithful performance of the construction required, including liquidated damages that may become due as a result of late completion of the Project and the payment of all persons who have and fulfill subcontracts which are directly with the Offeror. Such payment and performance bonds shall be issued by a reputable insurance company, authorized to do business in the Commonwealth of Kentucky. The Offeror shall, before beginning the construction/development of facilities, require of any subcontractor employed by the Offeror to construct said facilities, a surety bond or bonds in form satisfactory to Lexington. These bonds shall protect the leased premises against the imposition of mechanics and materialman's liens and guarantee performance of the construction subcontract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky.

Performance and Payment Bonds Requirements:

- Each bond furnished by the Offeror shall incorporate, by reference, the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event a Change Order(s), executed by the Offeror, adjusts the Contract Sum, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount.
- The Offeror's bond (s) shall include a provision that will guarantee the faithful performance and payment of the prevailing hourly wage as set forth in the schedule incorporated in the Contract.

F. Construction/Development (Plan Approval)

All construction/development plans will be submitted to and must have prior approval of the LFUCG before construction/development is commenced. Such approval will not be unreasonably withheld. Such approval is not intended to verify constructability or conformance with any applicable codes, but rather is intended to ensure that the design meets Lexington's intent and program requirements. The drawings and the specifications shall be stamped with the registration seal of the professional involved in the design.

Plan approval must be obtained through proper procedures. All fees, state and local, shall be the responsibility of the successful Offeror. Applicable local and state regulatory agencies will review drawings for plumbing, fire marshal compliance, ADA accessibility and Kentucky Building Code regulations. Proof of this approval must be provided before commencement of construction and operation. Upon completion, copies of all permits and certificates shall be submitted along with "as built" plans.

The LFUCG may also make compliance inspections to ensure that the facility is being constructed, operated, and furnished in a manner that provides a safe and healthy environment for the public.

G. Maintenance of Development

The successful Offeror, at its sole expense, will comply with the requirements set forth in Exhibit C. The Offeror shall agree to maintain all mechanical equipment, building(s) systems, and fixtures included in the leased premises in safe and good working order. The Offeror shall agree to maintain all structural components (including, but not

limited to roof repair, replacement of HVAC system, repairs to exterior walls, significant repairs to plumbing and electrical systems, elevators) in safe and good condition. Lexington is entitled to inspect the property annually during the lease term in coordination with the successful Offeror. All state inspections will follow existing procedures for Lexington. Offeror will be furnished copies of state inspections such as state fire marshal inspection results.

H. Employment Practices

Refer to the LFUCG's Division of Purchasing requirements.

I. Permits and Licenses

The successful Offeror shall procure respective necessary permits, licenses, and certificates which are required by state laws, and local zoning ordinances, and abide by all applicable laws, regulations, and ordinances of all federal, state, and governments. The Offeror shall conform to operational standards of the LFUCG and to all bona fide rules, procedures pertaining to same as may be promulgated by the LFUCG.

J. Right of Entry

Both parties shall have access to the property, subject to the restrictions contained herein and the policies of the LFUCG.

K. Termination

The final negotiated contract documents, including the Lease Agreement, must contain termination provisions that are satisfactory to the LFUCG and at a minimum protect the LFUCG from a default by, or the wrongful conduct of the Offeror. The LFUCG reserves the right to include a termination for convenience provision.

L. Change or Transfer of Ownership

Any change in or transfer of ownership of a controlling interest in the successful Offeror will be treated as an assignment and must be reported to Lexington for approval.

- Anticipated procurement schedule
- Any site visits
- Process for interested parties to submit questions and LFUCG to answer through addenda. Offerors should only rely on the written information in this RFP, attachments, and addenda and not on any oral responses. By submitting a Proposal, Offerors agree that the LFUCG will not be responsible for any oral responses.
- The RFP Point of Contact named on the Cover Sheet shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the RFP Point of Contact. For violation of this provision, LFUCG shall reserve the right to disqualify the Offeror's Proposal.

SELECTION & NEGOTIATION PROCESS

Upon receipt of submittals, an initial review will take place to ensure that all submissions meet the minimum qualifications and requirements. Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if it is incomplete, contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the information. A Proposal which contains false or misleading statements may be rejected. If, in the opinion of LFUCG, such information was intended to mislead LFUCG in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The LFUCG also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in LFUCG's best interest. Such waiver shall in no way modify the RFP requirements or excuse the Offeror(s) from full compliance with the RFP and applicable law. Statements made by Offerors shall also

be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. The LFUCG reserves the right to reject any and all proposals and no contract is guaranteed.

Following this, proposals will undergo a rigorous evaluation process. The technical feasibility and qualifications of the development teams will be assessed, as well as the conceptual design and innovative features proposed. Financial proposals will also be reviewed at this stage. If a proposal fails to meet the minimum criteria outlined in this RFP it will be eliminated from further consideration.

The LFUCG reserves the right to then conduct oral presentations or interviews of some or all Offerors to further assess proposals. The LFUCG reserves the right to not conduct oral presentations if the presentations will not affect the final rankings. After this stage, the competitive evaluation process will commence, using the comprehensive scoring criteria outlined in this RFP and applying statutorily required preferences. **The LFUCG reserves the right to request additional information or clarification from Offerors during the evaluation process, call references, visit prior project sites, and visit the Offerors' proposed Project sites.**

The best value proposal consistent with the scoring criteria and required preferences will be selected as the Single Negotiating Partner (SNP) for the Project.

The LFUCG will proceed to negotiate the contractual and lease agreement terms and conditions with the selected SNP. If the LFUCG is unable to reach an agreement with the SNP, the LFUCG may select the next highest scoring Offeror as the SNP. Conditional approval will be granted upon reaching an agreement, subject to the LFUCG's Council approval and, if applicable, the Kentucky Local Government Public-Private Partnership Board (the "Local Government P3 Board").

The LFUCG will then finalize its qualitative and quantitative analysis determination required by 200 KAR 5:355 Section 2 and reserves the right to charge the SNP for any costs associated with this analysis.

P3 Agreements with a total contractual value of over thirty percent of LFUCG's general fund revenues the prior fiscal year are subject to approval by the Local Government P3 Board under KRS 65.028(12). The threshold amount using LFUCG's FY23 general fund receipts is \$481,574,432. Upon approval, the Local Government P3 Board will return the P3 Agreement to the LFUCG for final approval by the Council and execution. [The LFUCG may provide a Limited Notice to Proceed authorizing the SNP to begin initial design during the Local Government P3 Board's review and approval process.]

By submitting a proposal the Offeror understands and agrees that it is bearing the risks and costs associated with the Project until such time as the final approval takes place. Costs for developing Proposals or in connection with any presentation or negotiation related to this RFP are entirely the responsibility of the Offeror and shall not be chargeable to LFUCG.

SCORING CRITERIA

Proposals must meet the minimum requirements as identified in questions 1-4 to move to the comprehensive proposal review. The failure of the proposal to meet each of these criteria will result in the project being automatically disqualified and not being considered for additional review.

Question	Yes	No
1. Proposed location is within the Downtown Zone noted in Exhibit A?		
2. Proposed site is or will be owned/controlled by the Offeror? (If Offeror does not have site control, submission must include a Letter of Intent or similar legal document.)		
3. Proposal offers minimum parking requirements?		
4. Proposal offers a minimum of 160,000 SQF?		

COMPREHENSIVE SCORING CRITERIA

The following scoring criteria will be used to evaluate and score proposals submitted by Offeror for the development of a new City Hall on private property. Each criterion is assigned a specific maximum score.

- **Site & Building Design Concept and Schematic Plans**
 - Clarity and Innovation of Design Concept: The creativity, feasibility, and originality of the proposed design concept.
 - Site Integration: How well the design integrates with the surrounding area and the overall cityscape. Including access to the facility and its parking from the identified major corridors.
 - Functionality and Efficiency: The effectiveness of the proposed layout and space allocation to meet programmatic needs.
 - Accessibility and Mobility: The accessibility of the site and how well it accommodates the needs of all users, including individuals with disabilities.
 - Sustainability and Environmental Considerations: The incorporation of sustainable and eco-friendly design principles.

- **Construction and Operation Cost Projection**

The LFUCG's interest in the Project not only considers upfront costs but also prioritizes long-term performance and cost-effectiveness. Proposers should respond to the following:

- Cost per Square Foot and Long-Term Cost Considerations: The cost-effectiveness of the proposed Project, presented as a cost per square foot. Proposals should demonstrate a commitment to long-term cost-effectiveness. This includes the selection of durable materials, energy-efficient systems, and a focus on minimizing ongoing operational and maintenance costs.
- Lease to Own Terms: Outlining of 35 years via a NNN or gross Lease-to-Own schedule: A clear and comprehensive lease-to-own schedule that specifies the duration of the lease, lease payment schedules, and any purchase options. Include financial terms related to the lease-to-own arrangement.
- Budget Transparency: The clarity and transparency of the cost breakdown.

- **Experience and Qualifications**

- Offerors Experience: The Offeror's experience and track record in successfully completing similar projects, particularly in the public sector, and inclusive of the Offeror's experience and capabilities in securing financing and provision of its proposed plan of finance.
- Project Team: The qualifications of all known project team members, including architects, engineers, and consultants. The Offeror will be expected to adhere to LFUCG's WMBE goals.

- **Flexibility for Design Development**

- Flexibility for Design Collaboration: The Offeror's willingness and capacity to collaborate with the LFUCG during the design development process.
- Incorporation of LFUCG Feedback: The extent to which the proposal outlines a process for incorporating the LFUCG's input and adjusting the design and costs based on feedback.

- **Timeline/Schedule**

- Timeliness and Efficiency: The efficiency and timeliness of the proposed design development and construction schedules, including the start and completion dates for various construction phases. Proposals that offer a well-organized and efficient proposed Project timeline will receive higher scores.
 - Submissions must provide the following information related to the anticipated design and construction. The LFUCG acknowledges that the design and construction schedules will be finalized during the negotiation phase:
 - Design Schedule: A detailed design schedule that outlines key milestones, phases, including design approval, and the overall timeline for design development.
 - Construction Schedule: A projected construction schedule that includes proposed start and completion dates for various construction phases, permitting, construction commencement and completion dates, and projected occupancy, as well as strategies for risk mitigation. Proposals that demonstrate a thorough understanding of potential delays and present strategies for risk mitigation will be favored.
- Schedule Rationale: A narrative that explains the rationale behind the proposed schedules, including how they align with Project goals and objectives and any risk mitigation strategies considered.

Proposal Evaluation	100 Possible Points
Site & Building Design Concept and Schematic Plans	25 Points
Construction and Operation Cost Projection	30 Points
Experience and Qualifications	20 Points
Flexibility for Design Development	10 Points
Timeline/Schedule	15 Points

Note: The LFUCG reserves the right to request additional information or clarification from Offeror during the evaluation process, call references, visit prior project sites, and visit the Offeror’s proposed Project site(s).

Statutorily Required Preferences

- **Small Business Preference:** Preference will be given to a plan that includes the involvement of small businesses as subcontractors, to the extent that small businesses can provide services in a competitive manner, unless any preference interferes with the qualification for funds, as required under KRS 65.028(5)(k). Proposals must include a statement in the Project Management section explaining the involvement of small businesses in the delivery of the Project or lack thereof.
- **Reciprocal Resident Bidder Preference:** If required by law, LFUCG will give a preference to resident bidders against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state, equal to the preference given or required by the state of the nonresident bidder. If the LFUCG awards the same score to a resident bidder and a nonresident bidder, preference shall be given to the resident bidder, if applicable. Any Offeror claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2), available at the following link: <https://finance.ky.gov/office-of-the-secretary/FinanceForms/Affidavit%20for%20Claiming%20Resident%20Bidder%20Status.pdf>. Offerors not claiming eligibility for resident bidder status shall indicate their state of residence.
- **Qualified Bidder Preference:** Preference shall be given to qualified bidders, as required under KRS 45A.470. Any Respondent claiming qualified bidder status shall submit a notarized affidavit that affirms that it meets the criteria, available at the following link: <https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>

The LFUCG Required Preference

- The LFUCG has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The LFUCG also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

Submittal Requirements

For each topic indicated, provide as much detail deemed appropriate to present Offeror’s qualifications; to demonstrate understanding of the Project and the surrounding areas of the LFUCG; and, to have the knowledge, experience, staff, and financial strength to deliver the Project on budget and on schedule. Offerors responding to this RFP are required to provide the following information and documents as part of their proposal:

- **Executive Summary:** A brief overview of the proposal, highlighting key points and benefits.

- Design Concept and Schematic Plans & Narrative: Detailed design concept and schematic plans, including floor plans to illustrate programmatic needs are sufficiently accommodated and adjacencies have been considered, site plans, and renderings to adequately illustrate your proposal. Emphasize sustainable design principles, energy efficiency, and accessibility. Ensure compliance with all local zoning regulations and building codes.
 - Narrative: Provide a written summary that explains the design solution in context with the requirements of the Project. With a description of how the proposed design meets programmatic requirements, including space allocation and functionality.
 - Plans: Submit concept drawings that adequately depict the proposed solution and indicate an understanding of the Project and proposed solutions
- Site Access Plan: A plan illustrating site access, transportation options, and parking facilities.
 - Prospective bidders are expected to conduct a comprehensive analysis of the proposed site. This analysis should encompass aspects such as the site's dimensions, location, accessibility, and environmental conditions. Additionally, identify any pre-existing structures or infrastructure that may impact the proposed development, including demolition of existing structures. Costs associated with the demolition of any existing structures will be at the sole cost of the Offeror.
 - What advantages/ disadvantages does the proposed site and existing infrastructure offer, and what services (parking, possible personnel temporary relocation, fiber connectivity, etc.) would require relocation/ modification?
 - In relation to both vehicular and pedestrian traffic, please elaborate on the general movement of the public & LFUCG employees including ADA accessibility.
- Construction & Operational Cost Projections: A cost estimate for the entire Project including everything that is necessary to deliver to the LFUCG a fully completed and operational Project. This should include construction costs, design fees, permits, contingencies, and long-term operational costs where deemed necessary as part of the proposal. Present a cost for each phase and a cost per square foot. The LFUCG would provide a Letter of Intent to selected developer to help support financial terms/negotiations with investors.

Please break down the cost proposal into the following categories, while clarifying elements in your pricing that are truly fixed, and list all items excluded from the fixed pricing.

- a. Project cost for design & construction \$/SF
 - b. Project cost for O&M \$/SF
 - c. Project cost for CIP (roof repair, replacement of HVAC system, repairs to exterior walls, significant repairs to plumbing and electrical systems, elevators) \$/SF
 - e. Property cost \$/acre
 - f. Parking cost \$/SF
- Project Timeline: Develop a proposed Project timeline outlining key milestones, including design approval, permitting, construction commencement and completion dates, and projected occupancy. The timeline should serve as a clear roadmap for the Project's execution.
 - Provide a detailed written and graphic schedule indicating the start, duration, and completion of each phase. Indicate at a minimum the following:
 - Design Development Documents – 50 percent
 - LFUCG's Review
 - Design Development Documents – Final
 - LFUCG's Review
 - Contract Documents – 50 percent

- LFUCG’s Review
- Contract Documents – Final
- LFUCG’s Review
- Contract Documents Update
- Each Construction Phase: Determined by the Design/Build Team and indicating the affected existing and new areas.
- Schedule Inclusions: Provide charts, written narratives, and drawings, as necessary to inform the LFUCG adequately of the details of each separate construction phase.
- Project Management: Define the roles and responsibilities of the Project management team, including the Project manager and any already identified subcontractors, if available. Provide evidence that each team member/firm has the staff capacity in the near future to execute the Project.
- Experience and Qualifications: A summary of the Offeror’s and the Project team’s relevant experience and qualifications.
 - Provide biographies of each key team member including the Offeror, known design and construction teams. Include for each person, their professional education, licenses, certifications, and memberships; and, their experience relevant to this Project.
 - Provide a description of the projects for which the design firms and the construction firm have worked together.
 - Please elaborate on the team’s experience with your proposed delivery method of this P3 Project and identify key advantages to the specific approach as outlined in the proposal.
- Financing Details: Explore and specify potential financing options and outline the proposed funding strategy.
 - *Submit financial capability statement including but not limited to financial statements or any other evidence of financial capacity;*
 - *Including your experience of typical equity commitment in projects of a similar scope and complexity;*
 - *Provide your rent escalations after year 5 of the lease and describe in great detail your approach to cost savings during the design/construction phase as well as the operations and maintenance phase of the Project.*
 - *Provide the LFUCG your financial projections for the Project – how will you deliver and maintain the Project for the full term of the agreement? What is your funding solution, including the impact of term of debt you will assume, to benefit the LFUCG in terms of lowest availability payment?*
 - *Provide a draft lease agreement as part of the proposal. The draft lease agreement should encompass all pertinent terms and conditions relevant to the proposed leasing arrangement.*
- References: Contact information for references from similar projects.
- Flexibility for Design Development: A description of how the Offeror intends to collaborate with the LFUCG during the design development process, including mechanisms for incorporating LFUCG feedback.
- Additional Information: Any additional information, clarifications, or supporting documentation that the Offeror deems relevant to their proposal. Include Offeror applicability for the Reciprocal Resident Bidder Preference, Qualified Bidder Preference, WMBE Goals and any required affidavits.

OPTIONAL VALUE-ADDED PROPOSAL

The LFUCG is willing to consider optional “value added” proposal(s) from any Offeror that would result in a reduction of Lexington’s overall Project costs, with a particular focus on the repurposing of one or more of the following three properties which currently provide workspace for its employees: (1) the Lexington-Fayette Urban County Government Center (200 East Main Street), (2) the Switow Building (218 East Main Street), and (3) the Phoenix Building (101 East Vine Street). LFUCG is receptive to innovative ideas concerning these three existing

buildings to help offset the expenses associated with the new City Hall. Proposals for any of the three properties listed below should not be aimed at constructing a new consolidated City Hall. Instead, all proposed enhancements should serve alternative purposes.

Any such proposal will not be used by the LFUCG as an evaluation factor in the scoring of the award, but may be included in the negotiation of any final contract. The properties are further described below:

Government Center

- Property consists of approximately 153,000 sq. ft. of above-ground space inside the former Lafayette Hotel (1908). The property was converted to office space before purchase by the LFUCG in 1982 as use for their main government building, including the mayor's office and a Council Chamber. The parking structure, constructed in 1970, consists of approximately 76,200 sq. ft. of space across 3 stories. However, the top 2 stories of the structure have been condemned and are no longer useable as a parking facility.
- 200 East Main Street, Lexington, Kentucky 40507
- 153,638 GSF
- *Listed on National Register of Historic Places

Phoenix Building

- This property was purchased by the LFUCG in 2000 and consists of approximately 83,000 sq. ft. of space. The Phoenix Building serves as the home to multiple LFUCG divisions, which can create inefficiencies among staff working with divisions located in the Government Center and confusion among the public not knowing which building to visit.
- 101 East Vine Street, Lexington, Kentucky 40507
- 83,490 GSF

Switow

- This property consists of approximately 15,000 sq. ft. of space. The LFUCG purchased the historic property situated next to the Kentucky Theatre in 1989. This facility hosts LexTV, Lex Serv and business tax collection and is considered one of the LFUCG's main existing outside customer spaces.
- 212 East Main Street, Lexington, Kentucky 40507
- 11,820 GSF
- *Listed on National Register of Historic Places

Disposition of Proposals

All Proposals become the property of the LFUCG. The LFUCG reserves the right to use any and all of the ideas presented in any reply to this RFP. Disposal of unsuccessful Proposals shall be at the LFUCG's discretion.

Exhibit A:
LFUCG New City Hall Downtown Zone

Proposed zone of Downtown
Lexington for development
of a new City Hall

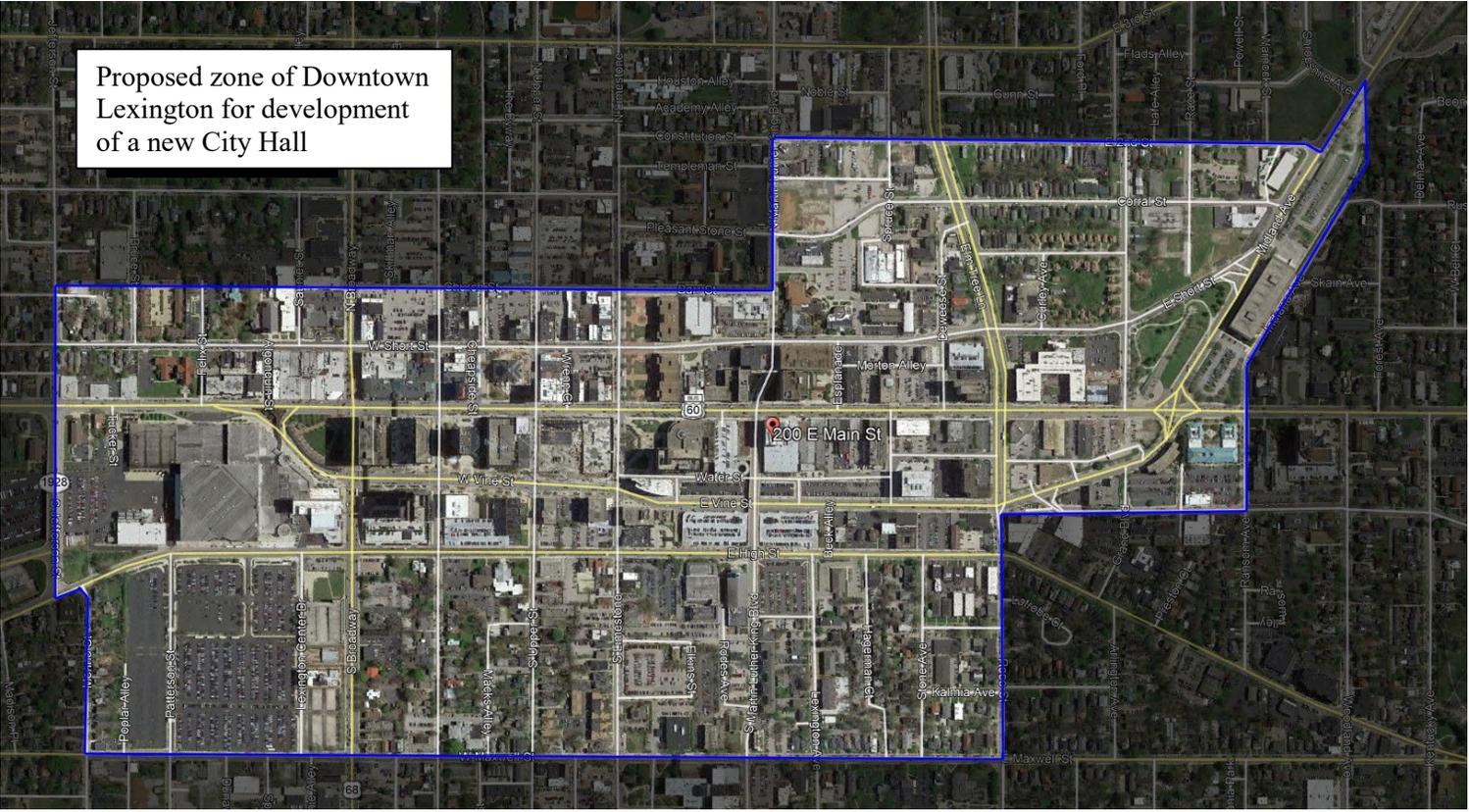


Exhibit B:
Space and Programming Study

This exhibit provides an initial set of guidelines and standards that pertain specifically to the program and space needs of a new city hall facility. It serves as a starting point and framework for proposers of this RFP.

Full Study Available for download at: www.lexingtonky.gov/cityhalldevelopment

SUMMARY

*The space considerations below are based upon the 2023 Programming & Space Needs Study. This is not a comprehensive list of all space needs, but rather key components to consider during the design phase. **Reference the final study for a complete listing of all space needs.** Reference: pages 24-30 for future 'balanced' space needs, pages 90-96 for a breakdown by division/department, pages 41-45 for adjacencies and stacking, and pages 73-89 for space standards.*

- The minimum acceptable building size is 160,000 GSF (133,328 USF with 20% circulation factor)
 - Space to reflect a balanced strategic scenario which applied a 40/60 private office vs workseat sharing. This office type distribution will vary based on division/department's identified needs.
 - Collaboration, small conference rooms, and storage spaces are balanced throughout the footprint
 - Sharing of common spaces where adjacencies allow
 - USF Summary
 - Department Space Needs:
 - 54,496 USF – workseats
 - 13,987 USF – collaboration seats
 - 36,395 USF – storage
 - 3,400 USF – department lobbies
 - Common Space Needs
 - 2,000 USF – lobby
 - 6,000 USF – customer services
 - 17,050 USF – other uses
- Balanced: mix of assigned and unassigned seating; more balanced approach to private offices and cubicles; moderate collaboration space
 - 487 workseats minimum – a mix of assigned / unassigned and office / cubicle
 - Approximately 40 -50% individual private offices
 - Approximately 50-60% open office cubicles; does not include collaboration seats
 - Collaboration Seats approximately 14,000 sf, dispersed throughout the building
 - Space Considerations Public Lobby (1st floor): ~2,000 SF
 - With security check-in
 - Primarily retain all public facing functions on the first two floors
 - Badge-access required to enter higher floors between public and employee spaces
 - De-escalation space off the main lobby and/or customer service areas to provide private space to address needs or concerns
 - Public Safety (1st & 2nd floors): ~3,000 SF
 - Including Police Downtown Entertainment District storage and offices to facilitate bike patrol
 - Community and Customer Service Space (1st & 2nd floors): ~ 6,000 SF

- A consolidation of customer-serving areas to streamline the customer experience and reduce security needs
 - Designated spaces for safely meeting with constituents / members of the public
 - Public engagement space(s) to draw visitors to the buildings for reasons other than official business
 - Located on ground floors, allowing for public access while minimizing the need to escort customers throughout the building
 - Financial Services Center (~2,500 SF) - May include secure payment windows with multiple teller stations, private rooms for confidential matters in-person, mail room, etc.
 - Development Services Center (~3,500 SF)
 - Community Multipurpose Space (~2,500)
 - Council offices co-located with chambers: up to 12,000 SF
 - Council Chambers (~4,100 SF) with Council Offices adjacent to chambers including updated technology, adequate breakout / supporting spaces, and with security infrastructure (badging, physical separation)
 - Central conference Center/Multi-Use Space: ~3,000 SF
 - To include 5-6 meeting rooms
 - An area for trainings, presentations, and meetings; equipped with technology to be reserved by building occupants
 - Employee Hub & Break Areas ~2,000- 3,000 SF
 - Smaller break areas located on multiple floors
 - One large break area “employee hub” for all building occupants to share and gather
 - Alternative Workseats: ~2,500 SF
 - Touchdown space, such as office, team tables, cubicles with docking stations, informal gathering spaces available to a first-come, first-served basis often found in open collaborative areas
 - LexTv Production Studio: ~1,600 SF
- Stacking: While most divisions/sections reported their own departments for primary adjacencies, additional cross-department adjacency benefits have been identified, and should be accommodated in the stacking plans
 - While adjacencies are important, nine Departments indicated that their priority was to locate their own Divisions / Sections within the same space
 - Additional adjacencies noted for:
 - Law, CAO and Mayor’s Office
 - Planning Divisions, Law, HA&CD
 - Finance with CAO, HA&CD

Exhibit C:
Design, Construction, & Performance Standards

This exhibit provides an initial set of guidelines and standards that pertain specifically to the architectural design, construction, and performance expectations of a modern city hall. It serves as a reference and framework to ensure that the building meets the desired functional and aesthetic requirements of the Lexington-Fayette Urban County Government (LFUCG).

The guidelines and standards presented here are not exhaustive, but serve as critical initial benchmarks to spark creativity, innovation, and purposeful collaboration between the Offeror and the LFUCG.

We encourage a collaborative approach between the selected Offeror and LFUCG. As the project progresses, there will be opportunities for negotiation and agreement, ensuring that the final city hall reflects the collective vision and expertise of all stakeholders. The Offeror shall provide continual coordination with the LFUCG and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project.

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25. Facility Management Standards

1. SUSTAINABLE DESIGN

1. LEED certification eligibility is desired as the basis of design.
2. Building envelope and HVAC systems that establish temperature and humidity comfort ranges in accordance with ASHRAE/Kentucky Energy Code are required. Specifics of insulation materials and installation will not

be outlined here but must meet the ASHRAE/Kentucky Energy Code. For existing buildings the building envelope and HVAC systems will be assessed by LFUCG.

3. Meet Energy Star® performance criteria and when applicable, provide Energy Star® rated equipment and appliances.
4. Require zero use of CFC-based refrigerants for new systems; complete a comprehensive CFC phase-out conversion when reusing existing systems. Select refrigerants and HVAC systems that minimize emissions.
5. Design systems that meet or exceed minimum indoor air quality and ventilation requirements as well as optimizing air change effectiveness in accordance with ASHRAE/all applicable Energy Codes.
6. Design structures to maximize daylight and views to the exterior consistent with the required function of interior building spaces. Daylight harvesting is encouraged but not required.
7. Implement a construction waste management plan to minimize landfilling of construction waste in favor of reuse and recycling.
8. If the leased or office premises is accessed directly from the outdoors (uncontrolled air environment), the main entry to the leased or office premises shall be provided with a heated airlock vestibule.
9. The building shall support LFUCG's goals for energy efficiency by seeking ways to minimize utility consumption, lower operating costs and demonstrate environmental stewardship.
10. New construction shall use as its basis of design, ASHRAE Standard 189.1-2020, *Standard for the Design of High-Performance Green Buildings*. Standard 189.1 address site sustainability, water use efficiency, energy use efficiency indoor environmental quality, materials and resources, and construction and plans for operation.
11. For an existing building, the Offeror shall score the energy and water use intensity of the building using ENERGY STAR Portfolio Manager. The latest 36 months of utility data shall be used for scoring and the account shared with LFUCG.
12. The Offeror shall utilize ENERGY STAR Portfolio Manager to quantify energy and water performance during LFUCG occupancy.
13. The Offeror shall improve the efficiency of the building over time such that the facility achieves an ENERGY STAR score no less than 90 prior to transfer of ownership to LFUCG or by 12/31/2045, whichever comes first.

2. ACCESSIBILITY & ADA COMPLIANCE

1. At a minimum follow the accessibility requirements in the current KY Building Code, and apply ADA Standards as issued by the DOJ.
2. All rooms and areas within the Project that are open to the public shall be designed and constructed so that such rooms and areas are accessible to people with disabilities in compliance with the contract standards.
3. All offices and work rooms shall also comply with the FBC Accessibility code.
4. Without limitation, all areas within the Project that are restricted to City and Developer employees shall be designed and constructed to be universally accessible or adaptable to universal accessibility. The following Functional Areas shall be fully accessible by the Occupancy Readiness date:
 5. all Toilet Rooms available and/or restricted to City and Developer employees;
 6. all ramps required for changes in elevation;
 7. all signage required by the Contract Standards; and
 8. All life-safety devices and controls.
9. Additional requirements are outlined within this document.

3. GENERAL BUILDING PLANNING

1. The leased premises shall be designed and constructed to meet or exceed the latest local and state building

- codes, fire codes, and state and national barrier free regulations.
2. The Leased premises shall be designed in such a manner as to ensure an economical and efficient use of space, adequate natural light, ventilation, circulation patterns and code compliance. Existing facilities that are renovated and/or occupied shall be structurally sound (certified by licensed engineer), and meet all minimum design standards of this outline specification. Any concept drawing attached to the Lease is only one acceptable schematic design solution. The building in which the tenant space is to be located will be assessed against the requirements of this section.
 3. The Leased premises square footage shall be all adjacent, with no other tenants interspersed or separating the Lessee/Tenant Agency's space.
 4. If an existing facility or building is used, testing and/or inspection and investigation shall determine if any hazardous materials exist. If it is determined that remediation is required, the facility or building must be rendered free of hazards. This includes but is not limited to asbestos, lead, mold/mildew and PCB's.
 5. All existing buildings shall be structurally sound (certified by licensed engineer), and meet all minimum design standards of this outline specification. All unsafe conditions are to be corrected prior to LFUCG staff occupying the space, including any and all fire/life safety code violations. The Leased premises shall meet all the requirements for new construction for the current building code with respect to floor load bearing capacity.
 6. If an existing facility or building is used, all existing architectural, electrical, plumbing, and HVAC components no longer being used shall be completely removed and not abandoned in place. All openings in existing walls, floors, and shafts shall be properly firestopped after the removal of old components and piping.
 7. Structural bay sizing is to be commensurate with building configuration, architectural expression, seismic zone, structural framing material and cost.
 8. When possible, stack all electrical closets, communications/data closets and toilets vertically.
 9. Use fixed windows in environmentally controlled buildings. If operable windows are used they must be lockable, screened, and must be washable on both sides from the building interior. Window framing must be thermally broken.
 10. Use double or triple pane glazing according to climate conditions and to meet energy efficiency requirements. Reflective glazing may be used if glare is not at issue.
 11. Roofs shall be sloped to prohibit snow and ice slide off onto entry doors. Flat roofs shall have overflow scuppers or overflow roof drains.
 12. Provide fall protection as required by OSHA. Integrate all protection into the design of the facility.
 13. Drywall interior partitions are preferred over demountable partitions.
 14. The total number of passenger elevators provided is to be coordinated and approved by LFUCG.
 15. Do not locate fresh-air intakes adjacent to discharge air vents, vehicle drop-off areas, parking areas, truck docks or emergency generators.

4. SECURITY DESIGN

1. Building configuration, material assemblies, lighting, and building technology shall provide a reasonable level of safety and security per the building typology.
2. A security camera system, access control system, and an intrusion detection system are to be included in the design.
 - a. Noted systems are required to use a wired connection, have the ability to be in their own isolated network. If the vendor supplies a system that is cloud based there needs to be a requirement that there is an alternative means to connect to the solution should the primary access be unavailable. Storage of the data can be cloud based or on premise but should include the ability to store limited amount data capabilities on device.

3. At a minimum, the design shall include interior door locks and considerations to support Active Shooter protection and a system to lock down the building if there is an outside threat.
4. Have limited employee access where employees check in and out in order to maintain a current building occupancy count in case of an emergency
5. Limit visitor access to one main entry only & provide secure check-in within lobby
6. Restrict visitor access to full building. Provide access to public facing service counters to be located on the first 2-3 floors of the building, council chamber, and provide a visitor lobby that includes ample space for the public to converse with divisions within the government to handle business in private meeting spaces within the lobby areas of a new building as opposed to allowing people into the skeleton of our building
7. Provide restricted access to certain floors and requiring badges for access to non-public floors
8. Controlled access is required to the entire building and to each individual floor. Provide conduit and power for a card access management system matching the existing LFUCG's security and access system. The access system is to be capable of tracking the issuing and revocation of access cards along with generating reports of all access into the building. Provide these readers and locking/operation devices at all building entrances, loading docks, and interior doors as defined in the detailed program.
9. Central data base computer is to connect all access locations, equipped for stand-alone operation upon power failure, programmed for automatic locking/unlocking of building doors.
10. Provide conduit and power for security cameras covering all access points.
11. Any transaction windows shall have pre-manufactured transaction window(s) with a speaker ports, pass through opening and counter. Glass shall be bullet resistant. Walls adjacent and below transaction windows shall have bullet resistant construction.

5. OFFICE AREAS

1. If possible, avoid locating private offices along building perimeter wall and window locations. Dedicate building perimeter to circulation space in order to maximize natural light.
2. Coordinate interior wall partitions with window mullion locations.
3. Doors should swing against a wall whenever possible.
4. In office areas, stagger office/conference room doors so that they are not directly across from each other, especially in a corridor.
5. Coordinate electrical outlet locations with furniture panels in order to allow access.

6. ENTRANCES, VESTIBULES AND LOBBIES

1. At office suites provide one entrance for staff, visitors, and the public. Where possible, provide an additional employee-only entrance with card access.
 2. Divide the major lobby into secure/non-secure areas with provisions for card access turnstiles.
 3. Provide a heated vestibule with recessed floor mat at main entry. Provide 10 feet of walk-off carpet immediately inside entrances and vestibules.
 4. Provide power operated doors. Power operated sliding doors are preferred to power operated swing doors. Provide push plate and motion sensors.
 5. Provide overhangs at all public and employee entrances to reduce snow accumulation and protect occupants.
 6. Provide a security station at main lobby. Provide adequate power, phone, data and security equipment provisions.
 7. Provide directional graphics, electronic directories.
-

7. LOADING DOCKS

1. Provide loading dock(s) separate from main entrance and locate convenient to freight elevator.
2. Provide hydraulic dock leveler, dock bumpers, dock lock, dock seals and edge guards.
3. Loading dock doors are to be insulated overhead coiling type, with push button controls.
4. Provide an adjacent man door to the dock door.
5. Provide a separate area for a trash compactor.

8. SUPPORT SPACES

1. Locate toilet rooms, janitor closets, electrical and telecom closets central to the building or tenant space.
2. As a minimum provide one men's and one women's toilet room per floor. If a cafeteria or food service area is part of the program, provide one men's and one women's toilet room adjacent. These rooms may serve the entire floor, if well-located. Some building programs may require separate employee and separate public toilet rooms.
 - a. The restrooms design shall incorporate consideration of sight lines that do not compromise privacy, including the placement of mirrors, when the entry door to the restroom is in the open position.
 - b. Restrooms intended for the public shall have automatic door operators. Automatic door operators are to be ADA compliant, electronically operated, surface mounted with aluminum housing. Operator is to be provided with an adjustable time delay. Provide 6-inch diameter push plate for activation.
3. Allow for vending areas, break rooms and lunch rooms.
4. Lactation Room: provide one per building and consistent with Federal law. The lactation room shall be private, free from intrusion, sized to contain a table, chair, shall contain a grounded electrical outlet, and is preferred to contain a sink. A toilet room may not be used as a lactation room.
5. "Safe Room" - When possible, provide an interior "safe room" to meet FEMA 320 Standards. The "safe room" may be a conference, toilet room, or office. Provide signage for the "safe room".
6. Trash and Recycling Rooms - Provide adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, platforms, or secondary entrances. Provide space for paper, glass and metal recyclable containers (6'x 10' minimum) in the trash room as well as in break rooms and copy areas.
7. Mechanical Equipment Room: Ceiling height to be a minimum 12'. Control noise transmission to adjacent spaces. Refer to Mechanical Design Requirements for additional descriptions.
8. Locate and centralize all mechanical equipment in a penthouse as much as possible. Avoid scattering miscellaneous condensing units, exhaust fans and equipment on the roof. Locate equipment behind a screen wall and integrate into the building design. Provide roof walkway pads compatible to the roofing system to roof top equipment with either tie-offs or roof edge protection for workers.
9. Locate vertical shafts adjacent to core areas with no offsets allowing for maintenance accessibility and additions for future utilities.
10. Switchgear and electrical rooms located in basement areas must have provisions for removing water with a back-up emergency electrical power source.

9. SITE PLANNING/DESIGN

1. The building shall be sited in accordance with all codes, zoning, and applicable regulations.
2. The building should be oriented to facilitate easy and safe public access from a major corridor. Site entrances/ exits shall account for pedestrian right-of-way and access, proper sightlines, and appropriate alignment & distances from existing intersections.
3. Direct access from a major corridor is desired - Main Street, Vine Street, Broadway or Midland Avenue. As

- these are the major corridors entering downtown providing more through-lanes for traffic, these roads will yield the best ingress/egress for visitors and employees. Also, wayfinding will be easiest on main corridors.
4. Designs should result in minimal to no negative impact on existing neighbors and adjacent property owners.
 5. Site improvements shall be designed using Universal Design principles as required to accommodate all new design elements. The site design shall also include evaluation and design of necessary modifications to site utilities including site lighting, new dumpster pad with enclosure, ADA compliant parking and paths as required.
 6. The LFUCG desires the City Hall site to include a minimum of 130 parking spaces designed to minimize foot traffic that crosses drive aisles. On-site parking may be a surface lot, structured garage, or combination of the two.
 7. City Hall site should be located in close proximity to up to an additional 500 spaces located in nearby parking lots and garages to ensure that staff and visitors can easily access parking with only short walks to and from their destinations within the City Hall premises. (reference the *Programming & Space Needs for City Hall Study*, Exhibit B for full parking needs)
 8. Offeror should consider permeable surfaces and landscaping options when evaluating storm water management.
 9. A site should include an inventory of the existing tree canopy, along with plans to preserve and protect the canopy to the greatest extent possible. If tree loss is unavoidable, we would request the inclusion of a sufficient number of trees to be installed on the property to mitigate the loss.
 10. The Offeror shall be responsible for incorporation of access drives to the road network. A preliminary traffic study may be included in the Offeror's proposal, and by and at the expense of the Offeror.
 - a. The Offeror may be responsible for any traffic study necessary due to the size of the proposed building and to obtain any permits that may be required for the increased traffic flow. The Offeror may need to include an allowance for any traffic related work (for minor improvements such as signalization, etc.) in the cost of work.
 11. A site survey, environmental and geotechnical investigations must be provided for review by the LFUCG. These items are required and are the responsibility of the Lessor.
 12. Minimize site disturbances when determining building, parking, site circulation and utility locations.
 13. Where setback requirements allow, sites shall be attractively landscaped. Maximize the use of native plantings, drought resistant plantings and low maintenance plantings. Irrigation is to be provided in select areas only. Retention ponds on the property shall be secured from trespass.
 14. Provide a designated smoking area located outside of the facility away from main paths of building ingress/egress; at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash.
 15. Building exterior and parking area shall be well lit to provide for safe use of the facility. Exterior lights should be resistant to vandalism and be energy efficient

10. SITE CIRCULATION

1. Public and employee entrances to the building shall comply at a minimum with the ADA requirements. Designs should implement Universal Design beyond ADA compliance, life safety, egress paths, exit signage, exit lighting, etc. shall be evaluated for compliance with the latest guidance.
2. Provide sufficient concrete sidewalks from parking areas for easy and ADA-compliant access to building. Sidewalks shall be sized so that if vehicles overhang sidewalks there is sufficient passage width per the ADA.
3. The parking lot shall be striped and signed to designate "No Parking" areas and to accommodate the minimum number of motor vehicle parking spaces required in the Lease.

4. Provide the following as a minimum at parking lots: stall size 9' x 20'. If used, pre-cast concrete curbs must be anchored to the paved surface.
5. Provide handicapped parking and signage per building code and ADA requirements. A minimum of one of the handicapper spaces shall be "van accessible" per ADA.
6. Provide guardrails, curb cuts and wheel stops to meet ADA requirements.
7. Service drives are to be accessed from site circulation drives, screened as much as possible, separate from parking access and be of one way design.
8. Provide reinforced concrete slab at dumpster locations, 15-foot long x width of garbage vehicle. Provide screen wall with lockable gate and pipe bollards at dumpster pad per local ordinance requirements. Incinerators are not allowed. Trash dumpsters and receptacles shall be screened.
9. Gradients:
 - a. Turf area gradients shall be between 3:1 and 1 percent (2 percent desirable); steeper than 3:1 requires ground cover or other erosion control. Steeper gradients than 2:1 are not acceptable. Terracing is acceptable if access for lawn equipment is provided.
 - b. Walkway gradients shall be less than or equal to 5 percent with cross slopes less than or equal to 2 percent.
 - c. Parking area or entry plaza gradients shall be between one and five percent. Steps are discouraged.

11. STRUCTURAL COMPONENTS

1. Live loads: Entire office floor loading shall provide 100 pounds per square foot (minimum) live loads. Limit floor deflection to L/360. Do not reduce live load for horizontal framing members/columns or load bearing walls supporting top floor or roof.
2. Where required, provide special floor loading requirements for computer room loads, special equipment loads and storage loads.
3. Design 1 bay per floor for high density storage systems.
4. Non-structural, rigid partitions shall be adequately supported so as not to become load bearing.
5. Masonry walls are to be isolated from floor above by a gap and restrained by either an intermittent or continuous steel angle on both sides at top of wall or steel straps extending in the wall grout.
6. Top of stud in full height walls is to be separated from the track. Use deflection tracks.
7. Building expansion is to be carried through crossing partitions.
8. Design Procedures:
 - a. Load Resistance Factor Design (LRFD): Use for small or large building structures.
 - b. Allowable Stress Design (ASD): Use for small building structures only.
9. Progressive Collapse:
 - a. Building is not to be subject to progressive collapse as defined by the building code.
 - b. Beam or slab failure shall not affect system below or in adjacent bays.
 - c. Column failure shall affect only the bays supported by that column
10. Drift: Lateral deflection of building under lateral load is to be limited to wind and earthquake requirements. Wind induced motion and sway must also be limited. Design roof massing and roof structure to prevent excessive drift and potential collapse.
11. Transient vibration induced by passing traffic or foot fall is to be minimized.
12. Corrosion Protection: Steel exposed to elements is to have a protective coating. For small isolated steel elements use either hot dipped galvanized zinc coating or coal tar epoxy. For larger exposed steel elements use a 2-coat system:
 - a. Coat 1: organic zinc rich urethane or epoxy primer shop applied over blast cleaned surfaces.
 - b. Coat 2: field applied finish coat.
13. For concrete in parking structures use corrosion inhibiting additives and cathodic protection or epoxy

coated reinforcing bars and surface sealers.

14. Attachment of exterior cladding:
 - a. Provide connections and joints that provide movement between stories
 - b. Connections to have sufficient ductility and rotation capacity to preclude brittle failure in connection welds or concrete fractures
 - c. Concrete inserts are to be attached to or hooked around reinforcing steel
 - d. Positively anchor window frames to resist lateral loads
 - e. Provide clearance and flexible mountings at window frames to permit thermal movement
15. Attachment of partitions:
 - a. Adequately support non-structural, rigid partitions so as to not to become load bearing
 - b. Isolate masonry walls from floor above by a gap and restrain by either an intermittent or continuous steel angle on both sides at top of wall or steel straps extending in the wall grout
 - c. Metal stud partitions do not require in-plane lateral isolation from structure if the design story drift ratio multiplied by 3(R/8) is less than 0.0025.
 - d. Top of stud in full height walls is to be separated from the track. Use deflection tracks.
16. Building expansion is to be carried through crossing partitions.

12. BUILDING ENVELOPE COMPONENTS

- A. A building envelope being proposed shall present a professional and permanent appearance, using durable materials in sound, weathertight, and code-compliant condition. Design of the exterior envelope shall not rely on caulking and sealants for moisture exclusion.
 1. Acceptable exterior wall materials include:
 - a) Brick masonry and brick veneer
 - b) Split-face, glazed, or honed concrete masonry units. Painted concrete masonry is not acceptable except at the rear or non-public elevations of the building.
 - c) Insulated architectural metal panels
 - d) Stone masonry and stone veneer
 - e) Exterior insulating finish systems
 - f) Redwood or cedar exterior wood siding and trim
 2. Acceptable roofing materials include:
 - a) Fiberglass or asphalt dimensional or 3-tab self-sealing shingles
 - b) Built-up or single-ply membrane roof systems
 - c) Metal roof panels
- B. Concrete
 1. All foundation walls below grade shall be poured reinforced concrete or concrete block with reinforcing.
 2. All concrete shall have a minimum compressive strength of 3,000 PSI in 28 days.
 3. Concrete slabs on grade shall be four (4) inches thick with wire mesh reinforcing. Pour slab on four (4) inch sand bed, firmly tamped by mechanical means to insure a solid base with no voids or hollows.
- C. Masonry
 1. Face Brick: grade "SW", severe weather type, special shapes as required by building configuration.
 2. Concrete Masonry Units: Hollow load-bearing concrete masonry units, normal weight.
 3. Masonry Accessories: horizontal and vertical joint reinforcement, ties, straps and weeps to meet design parameters.
- D. Metals
 1. ASTM grade for structural steel shapes, plates and bars as determined to meet project conditions

- and design parameters.
2. Miscellaneous metals items shall use the best commercial quality for the purpose of items specified, free of defects impairing strength, durability, finish or appearance. Materials shall be formed truly and uniformly to required shape, size, sharp lines, and smooth surfaces.
 3. Separate dissimilar materials with caulking, bituminous paint or gasket as approved.
 4. Shop prime all exposed steel surfaces except where fire proofing is provided.
 5. All steel decking must be galvanized or be provided with a rust prohibitive coating, shop applied.
- E. Wood
1. Wall Sills: Foundation grade pressure-treated southern pine or Douglas fir.
 2. Dimensional lumber for light framing: Stud, 2 x 4 or 2 x 6, No. 2 or standard grade.
 3. Dimensional lumber for structural framing: Southern pine No 1 dense KD 2050 Douglas fir select structural 1900f.
 4. Concealed sheathing: Standard exterior grade with exterior glue APA CDX, plywood or OSB.
 5. Exterior Wood Siding and Trim: Redwood or cedar, heart grade, rough-sawn.
 6. Wood preservative: Ammonical copper arsenite (ACA) for Douglas fir or chromated copper arsenite (CCA) for southern pine.
- F. Metal Wall Panels: Factory assembled manufactured wall panel insulated with isocyanurate foam-core, double tongue and groove joinery with factory applied air and vapor sealing with a minimum "R" value of 15. 26-gage minimum face and backer sheet steel with Kynar 500 finishing consisting of 1-color coat and 1-primer coat (both faces).
- G. Roof
1. Built-up and Single-Ply Roof Systems: Provide either a 4-ply built-up hot applied or single ply membrane roof system depending upon design parameters. The selected roof system must have a 20-year full system warranty which is to include insulation, fasteners, flashings, and roof systems accessories. Roof system manufacturer is to provide a roof inspection and roof report, with copies, to both the Lessor and Lessee at project completion. Single-ply roof membrane may be either reinforced or non-reinforced and have the equivalent in performance of a 60-mil non-reinforced membrane. A white reflective membrane system is preferred. Roof insulation is to comply with the Kentucky Energy Code and be installed in 2 layers, joints staggered.
 2. Metal roof panels: Manufactured roof panels comprised of polyisocyanurate insulations sandwiched between 24-gage aluminum coated sheet steel with a Kynar 500 finish. Provide continuous snow fencing to prohibit snow slide-off on all sloped metal roof applications. Manufacturer is to provide a 20-year full systems warranty.
 3. Roof specialties: Provide factory assembled/fabricated roof components compatible to roof systems manufacturer's warranty. Field fabricated roof specialties are not permitted.
 4. Manufacturer's roof systems and accessories submittals are to be reviewed and approved by both the Offeror and LFUCG.
- H. Caulking, Sealants
1. Design of the exterior envelope shall not rely on caulking and sealants for moisture exclusion. Select caulking materials per manufacturer's recommendation. Preferred material for exterior use is butyl rubber or single-component polysulfide base compound. Butyl rubber caulking compound for exterior use shall be 1-part polymerized rubber compound, gun consistency, conforming to federal specification TT-C 598 grade one.
 2. Polysulfide base compound for exterior use shall be a 1-component sealing compound complying with the requirements of USIA A116.1, Class B (non-sagging) and federal specification TT-S227B, Types I and II.
 3. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency.

4. Maximum joint size is ¼-inch; backer rods are required per manufacturer's recommendation.

13. INTERIOR COMPONENT CONSTRUCTION

1. Gypsum Board and Non-Structural Framing
 - a. Metal framing members: 20 gauge minimum, corrosion resistant steel, 3-5/8", channel type at 16" on center; 24" on center is not acceptable. Verify gauge size with actual span and loading conditions. Provide pre-manufactured deflection track at full height wall construction extending to either a floor or roof deck.
 - b. Wood framing members: nominal, grade 1 and 2, 2" x 4" at 16-inches on center.
2. Gypsum board: Minimum 5/8-inch typical thickness attached with 1-1/4" long drywall screws and finished per installation standards below. Provide 5/8-inch cementitious board at ceramic tile finish surfaces susceptible to water contact. Provide 5/8-inch water resistant gypsum board at areas subject to high humidity/moisture exposure or to water damage. Exterior wall insulation is to be covered from floor to roof deck with 5/8" gypsum board as noted above. Gypsum board above the acoustic ceiling line may be unfinished.
 - a. Installation: Gypsum board shall be installed and finished per United States Gypsum Co. levels of gypsum board finishing as follows:
 - Level 1 finish: when above finished ceilings and concealed from view.
 - Level 2 finish: as a substrate for tile.
 - Level 3 finish: when scheduled to receive a heavy or medium textured finish.
 - Level 4 finish: in offices and other areas that receive lower public traffic and visibility.
 - Level 5 finish: for all walls and ceilings to receive a painted finish, lightly textured finish and/or wall coverings. Use in corridors and other high public traffic areas.
 - b. Trim and accessories: Use metal or plastic trim. Provide fire treated wood or 20-gage metal wall reinforcement for toilet room accessories, wall mounted mechanical and electrical equipment, wall mounted cabinets, and other miscellaneous wall supported accessory items.
3. Gypsum Plastering: Portland cement plaster consisting of 3 coats over metal lath and/or 3 coats over concrete masonry units, float finish.
4. Applied Fireproofing: High density cementitious, cement-fiber or mineral fiber formulations. Fireproofing materials and applications shall comply with the Kentucky Building Code, local fire marshal directives and UL requirements. Applied fireproofing component materials are to be from a single manufacturer. Surfaces are to be cleaned and prepared per manufacturer's recommendations. Repair and patch fireproofing material at areas subject to damage from pipe hangers, and equipment installation.
5. Fire and Smoke Resistive Joint Systems: Fire and smoke resistive joint systems including through-penetration firestopping of fire-rated construction. Components are to be from a single manufacturer complying with the Kentucky Building Code, local fire marshal directives and U.L. requirements. The selected system must conform to the construction type, type of material penetrating the surface, and the type of space in which the penetration is located.
6. Joint Sealants: Provide either silicone or polysulfide elastomeric joint sealants at gaps between dissimilar materials, offsets, areas of expansion movement, areas of water and air penetration, and where visual appearance is critical. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency. Maximum joint size is ¼-inch.
7. Rough Hardware : Furnish all necessary nails and screws and all items generally classed as "rough hardware" including bolts, washers, anchors, straps, etc. that are required for proper assembly.

14. OPENINGS

1. Aluminum Entrances, Storefronts and Curtainwall: Standard extruded aluminum and glazed systems with a minimum 1-3/4" member width, equal to systems by Kawneer, Tubelite, or Wausau. Finishes shall be either clear anodized, electronically deposited color, or fluoropolymer.
 - a. Doors are to have, at minimum, medium stiles and rails, with a 10" bottom stile meeting ADA requirements. Framing members are to be configured to accept insulated glazed units. All *exterior* doors shall be weather-stripped, have commercial quality ADA compliant aluminum threshold.
 - b. Automatic door operators are to be ADA compliant, electronically operated, surface mounted with weather tight aluminum housing. Operator is to be provided with an adjustable time delay. Provide 6-inch diameter push plate for activation.
 - c. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
2. Glazed Aluminum Curtain Walls: Glazed aluminum curtain wall systems components include extruded aluminum framing, thermally broken with internal reinforcement, insulated spandrel panels, trim, filler units and gaskets. Glass units are to be low "E" insulated either tinted or reflective. Anchor clips and accessories are to be aluminum, nonmagnetic stainless steel or galvanized steel.
 - a. Curtainwall finish shall be either clear anodized, electronically deposited color, or fluoropolymer. Fluoropolymer shall be Kynar 500, 2-coat for exterior applications and fluoropolymer, Kynar 500, 2-coat or baked enamel for interior applications.
 - b. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
3. Structural Sealant Glazed Curtain Walls: Structural sealant glazed curtain wall systems components include extruded aluminum framing, thermally broken, with internal reinforcement, insulated spandrel panels, trim, filler units and gaskets. Glass units are to be low "E" insulated either tinted or reflective. Anchor clips and accessories are to be aluminum, nonmagnetic stainless steel or galvanized steel. Structural sealant must meet systems manufacturer's specifications.
 - a. Curtainwall finish shall be either clear anodized, electronically deposited color, or fluoropolymer. Fluoropolymer shall be Kynar 500, 2-coat for exterior applications and fluoropolymer, Kynar 500, 2-coat or baked enamel for interior applications.
 - b. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
4. Exterior Doors and Frames:
 - a. Insulated Metal Doors: Other *exterior* doors, not at the main entrance, shall be custom insulated metal construction, heavy duty commercial quality. Door face sheets shall be commercial quality, roller leveled, cold rolled, 16 gauge steel with 18 gauge stiffeners at 6" on center and polystyrene or urethane insulation core filler.
 - b. Frames shall be prefabricated combination buck, frame, and trim type. Mitered joints shall have locking tabs at frame rabbets and backboards.
 - c. All *exterior* doors shall be weather-stripped and have a commercial quality ADA and MBF compliant aluminum threshold. All exposed steel surfaces shall be cleaned, bonded and coated with a baked on zinc chromate based prime paint.
5. Overhead coiling doors are to be galvanized steel, with manufacturer's standard paint finish. At exterior locations provide insulated polyurethane cores with jamb and sill weather stripping. Lift mechanism shall be torsion spring on cross head shaft with steel lift cables. Doors shall be electronically operated with standard three button open-close-stop type controls. Each door is to have separated controls.

6. Upward-Acting Sectional Doors (Garage Doors): Galvanized sheet steel with polyurethane insulation bonded to facing sheets with manufacturer's standard finish paint. Provide weather stripping. Provide torsion spring lift mechanism on cross head shaft with braided steel cables, Provide NEMA Type 1 electric operated motor, side mounted on cross head shaft, adjustable safety friction clutch, gear driven limit switch, magnetic cross line reversing starter, mounting brackets and hardware. Surface mounted control station is to be a standard three button open-close-stop type; separate controls for each electric door operator. All upward acting sectional doors shall have an electric eye type safety override.
7. Windows: Provide window openings around at least two sides of the perimeter of the premises, on each floor at grade level. At least 15% of the wall surface on each level of the 3 sides shall be glazing to admit natural light. Glazing shall be 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
8. Interior Glazing: Tempered or laminated, or wire glazing as required by code.
9. Bullet Resistant Glass: at Level 3 per UL 752. Provide at transaction windows.
10. Observation Windows: One-way mirror glazing in hollow metal or wood frame.
11. Interior Doors and Openings: Use standard height and width doors where ever possible to avoid custom fabrication. Doors are to swing against a wall whenever possible. Doors and frames shall bear UL labels as required by code. Vertical rod panic devices are not permitted.
 - a. Hollow metal steel doors are to be flush with composite construction Grade II, heavy-duty, 18 gage cold-rolled, 1-3/4-inches thick at interior locations and Grade III, extra-heavy duty, 16 gage galvanized steel 1-3/4-inches thick at exterior locations. Core types shall be as required for the fire rating required by code.
 - b. Interior steel frames may be welded or knock-down type, 16 gage steel. Exterior steel frames must be welded type 16 gage galvanized steel. Door frames shall be anchored with three anchors minimum per jamb. All door frames are to have door silencers and plaster guards.
 - c. Wood doors at interior locations are to be 1-3/4" premium grade, solid core, hardwood faced, with either a field or factory applied finish. Hollow core doors are not acceptable. Face veneer shall be select grade hardwood, of standard commercial thickness not less than 1/28" before sanding.
 - d. Similar commercial plastic laminate faced or hollow metal may also be provided if approved by LFUCG.
12. Access doors are to be fabricated with 16 gage steel frames with 14 gage steel doors, primed with a cylinder lock.
13. Hardware: Hardware shall be detailed, handled, supplied and serviced through an architectural hardware consultant. The BEST hardware system should be the basis of design. Where required, provide an electronic access BEST control card operated system compatible with LFUCG's current system. Lessor's existing card operated system may be used if approved by LFUCG.
 - a. Individual offices, storage rooms, individual restrooms, conference and hearings rooms shall be lockable by a twist button on room side, and unlockable by key on corridor side or untwist of room side locking button. All toilet room doors shall be provided with door closers and ball bearing type hinges. Security room door and frame shall be steel with heavy-duty hardware to include interior hinges, or hinges with non-removable pins, and be separately keyed with no master key control. Offeror/Lessor to supply two (2) keys.
 - b. Hardware shall conform to applicable requirements of the building code, and for fire rated doors and frames, with appropriate sections of Chapter 5 of ANSI/NFPA 101. Hardware shall be made to blueprint template and be furnished to door and frame manufacturer.
 - c. For all other conditions comply with the following:
 - i. Quality level: Heavy duty commercial. All door handles shall be of heavy duty ADA-compliant lever type, except those on doors to hazardous areas. Brass keys, interchangeable cores,

- weatherproof if exterior.
- ii. Exterior: Weatherproof, heavy-duty cylindrical lockset type with a minimum 2-3/4" back set and 9/16" throw latchbolt. Knob handles are not acceptable. All entry doors shall be equipped with electric push button operators for the handicapped. Operator push switch plates shall be of 6-1/4" diameter with embossed wheelchair symbol. All double doors at entrances shall be equipped with a tamper-proof astragal, and have vertical deadbolts at the top and bottom of each door (verify with local fire marshal requirements).
- iii. Interior: Cylindrical lockset with heavy duty lever handle. Knob handles are not acceptable.
- iv. Exit devices: Outside trim shall be fastened by means of concealed lugs and through-bolts to the active case. Interior vestibule exit doors shall be equipped with door locking hardware.
- v. Closers: All exterior doors shall be equipped with high frequency, ADA compliant closers. Door closers shall have key valves for back check, speed, and latching. Degree of opening shall be maximum possible without causing interference or damage to door or trim. Exterior closers shall be lockable in the full- open position. Closers shall be fastened to doors with sex bolts.
- vi. Keying: Provide and install construction locks in cylinder cores on all exterior doors. Convert to cores for LFUCG use within 1 day after building control has been turned over to the LFUCG. A keying plan for interior door locks will be furnished by LFUCG with the systems furnishings block plan. Cylinder cores and keys shall be provided by the Offeror/ Lessor. The Offeror/Lessor shall supply 2 keys per lock, and 4 master keys.
- vii. Hinges and butts: Full-mortise type with non-removable pins at exterior doors. Hinges shall be provided with stainless steel pins, oil impregnated bronze bushings, or concealed ball bearing units. Provide 1-1/2 pair of hinges for each door.
- viii. Hinged exterior doors, except fire doors, shall require no more than 8.5 lbs of force for operation; hinged interior doors shall require no more than 5 lbs. of force for operation. Fire doors shall have the minimum opening force required by the fire marshal.
- ix. Push/pull units: Through-bolted type.
- x. Door stops: Wall mounted, with wood blocking.
- xi. Weatherstripping: At all exterior hollow metal and aluminum doors provide perimeter door seals, door sweeps and barrier free aluminum thresholds.

15. FINISHES

1. All exterior & interior finish materials should be long lasting, durable, easily maintained, safe, and aesthetically pleasing. Budget conscious, standard finish materials are preferred
2. Offeror shall coordinate all colors and finishes with the LFUCG & PIO graphics. Sample boards for interior and exterior finishes shall be submitted and reviewed with the LFUCG for approval.
3. Tile:
 - a. All toilet room wall surfaces are to have glazed ceramic tile extending a minimum of 6'-0" above finish floor, thinset with colored latex-cement grout. Tile is to be plain faced with cushion edges, ¼-inch thickness.
 - b. All toilet room floors are to have unglazed ceramic tile with integral coved base, thin-set with colored latex-cement gout and 2-coats of sealer. Tile to be porcelain, flat, with abrasive admixture, ¼-inch thickness with patterned face and cushion edges, with all special shapes required for one-piece inside and outside corners.
 - c. Other tile finishes may include porcelain, quarry, or glazed ceramic, with non-slip surfaces.
4. Acoustical Panel Ceilings:
 - a. Minimum ceiling height shall be not less than 9'-0" above finished floor, except in small rooms or limited areas, such as mechanical or janitorial rooms, which may have ceiling heights of 8'-0".

- b. Ceiling panels are to be mineral base panels, wet formed, standard fissured, white, with reveal edge profile. Size to be 2' x 2' x 3/4-inch, unless approved by DTMB-RED or DTMB- DCD. Minimum panel size at walls shall be no smaller than 6-inches.
 - c. Ceiling suspension systems are to be equal to Armstrong Contract Interiors Prelude XL, 15/16-inch, white direct hung heavy duty double-web exposed tee system (or approved equal). Provide all necessary attachment devices, hold-down clips, wall angle, acoustical sealant and hangers per manufacturer's recommendations. Do not hang suspension system off of pipe, conduit or ductwork. Suspend lighting fixtures independently of the ceiling suspension.
 - d. Provide unfaced sound attenuation blankets over ceiling systems to meet room to room sound transmission requirements.
5. Gypsum Board Ceilings: Provide painted, 5/8" gypsum board ceilings in airlock entry vestibules, janitor's closets and secure rooms. Provide means of access to ceiling systems for maintenance of equipment or repair of system.
6. Resilient Flooring:
- a. Resilient tile flooring to be vinyl composition tile, Composition I, non-asbestos formulated, Class 2, 12-inch x 12-inch x 1/8-inch thick.
 - b. Vinyl wall base shall be 4-inches in height x 1/8-inch thick. Provide cove base at vinyl composition tile locations and straight base at carpet locations. Provide vinyl or rubber treads at all stair treads locations. Provide vinyl edge strips at terminations and transitions.
7. Access Flooring – Where required, access flooring panels shall be lightweight concrete filled zinc-coated steel pans with a rigid bolted pedestal understructure secured to the concrete floor.
- a. Minimum design load for access flooring system shall be 1250 lbs. minimum with a minimum uniform load of 400 lbs./s.f. Facing material shall be carpet in office areas and plastic laminate in data rooms. Provide all ramps, steps, aluminum guard rail accessories.
 - b. At office areas provide flush electrical/telephone/data outlet boxes with hinged cover and with adjustable air supply dampers. At data room locations all cutouts for data cable are to be grommeted with nylon brush closures. Provide perforated tiles for air supply.
8. Carpet Flooring – Tile high traffic type.
9. Painting: Painted surfaces shall receive 1 coat of primer and 2 coats of finish. A complete room finish schedule shall be submitted for approval by the Lessee prior to construction. Colors shall be selected and/or approved by LFUCG. Use only first-line commercial products for all coating systems similar to Sherwin-Williams, Benjamin-Moore, Pratt & Lambert or PPG.

EXTERIOR	PAINT/COATINGS
Concrete and Stucco	2 coats exterior polyvinyl emulsion
Concrete Masonry Units	1 coat latex block filler, 2 coats exterior acrylic
Ferrous Metal	1 coat synthetic rust-inhibiting primer, 2 coats full-gloss alkyd enamel
Zinc-Coated Metal	1 coat galvanized metal primer, 2 coats full-gloss alkyd enamel
INTERIOR	
Concrete Walls	2 coats latex interior flat
Concrete Masonry Units	1 coat latex block filler, 1 coat interior enamel undercoat, 1 coat interior semi-gloss
Gypsum Drywall Ceiling	1 coat latex interior primer, 1 coat latex flat
Gypsum Drywall Wall	1 coat latex interior primer, 2 coats interior semi-gloss odorless alkyd enamel

Gypsum Drywall to Receive Wall Covering	1 coat latex interior primer
Woodwork and Hardboard (Painted)	1 coat interior enamel undercoat, 2 coats alkyd gloss enamel
Woodwork, and Millwork (Stained)	1 application wood filler, 1 coat oil based interior wood stain, 1 coat shellac, 2 coats oil rubbing varnish
Ferrous Metal	1 coat synthetic rust-inhibiting primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd gloss enamel
Zinc-Coated Metal	1 coat galvanized metal primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd enamel

- a. All exposed piping, conduit mechanical and electrical components in finish areas are to be either field painted or pre-painted by the manufacturer.
 - b. Provide odorless paint when painting in areas occupied by personnel regardless if painting operations are conducted during or after business hours.
10. Chair Rail: Provide 1" x 4" HDPE, solid-surface, bamboo, or hardwood chair rail routed at top and bottom edge for a finished appearance, mounted 32" above finished floor in the lobby, break room, offices, and all public spaces at minimum. HDPE is preferred in lobbies and waiting rooms. Softwood chair rail is not acceptable. Additional areas will be identified by LFUCG on preliminary drawings provided by the Offeror/Lessor.
 11. Interior window sills shall be durable water and moisture resistant materials such as HDPE, finished hardwoods, solid surfacing, natural stone, or artificial stone. Gypsum board or softwood window sills are not acceptable. Provide 1" x 6" interior window sills at all interior sliding windows.
 12. Plywood Backboards and Wall Blocking: Provide one 4' x 8' x 3/4" telephone equipment backboard mounted to wall in the telephone closet. Plywood backboard will be finished with 2 coats of white enamel paint.
 13. Wood blocking: Provide 2" x 10" wood blocking in wall cavities where door swing motion could cause door lever hardware to pierce gypsum drywall board, for the installation of wall-mounted door stops. Provide 2" x 6" wood blocking in wall cavities to support handrails in accessible restroom stalls.

16. SPECIALTIES

1. Directories: provide a building directory at the main entry point. The directory shall be metal or wood framed consistent with the décor of the building, glass enclosed and lockable, sized not less than 36" high x 24" wide. If the Lessee/Tenant Agency is part of a multi-tenant building, provide space within the existing building directory of not less than 3 lines.
2. Interior Signage: Interior signage shall meet LFUCG standard interior signage design standards, easy to read, and changeable. The design is available on request. Locate signs as required by ADA and building code requirements, and on rooms and spaces intended for public use such as conference, meeting, and hearing rooms.
3. Exterior signage: Should be easility visible and vandal resistant. Exterior Post, Panel and Pylon Signage: provide an illuminated exterior sign, mounted on a post or pylon. Design of the sign shall be approved by LFUCG..
4. Toilet Compartments: At public or employee use toilet room locations, toilet compartments, urinal screen and privacy panels are to be fabricated from HDPE or other solid surfacing material.

5. Toilet compartments are to be ceiling hung with security over-ride latching devices. Urinal screens are to be wall hung. Any miscellaneous partitions are to be wall hung or floor supported. All fasteners and hardware are to be tamperproof.
6. Toilet Room Shelving: At employee toilet rooms provide a minimum 12" x 36" parcel shelf adjacent to entry door.
7. Toilet and Bath Accessories: All toilet accessories are to be ADA compliant. Use recessed or semi-recessed as required to maintain clear pathway.
8. Operable Partitions: Should be explored between large spaces, such as at a conference center, to allow for greater capacity and flexible program use. As required by LFUCG, provide an electrically operated, folding panel partition system, ceiling suspended with overhead track. Panels are to be vinyl faced and side stacked with a minimum 50 STC rating. Provide all necessary steel support framing. Verify existing structural framing capacity with operable partition loads. Manual operation acceptable for small partitions only.
9. Fire Extinguishers and Cabinets: Fire extinguishers are to be provided per the requirements of the Kentucky Building Code. Fire extinguishers shall be multipurpose dry chemical type sized and rated for project requirements. Provide flush mounted in recessed wall cabinets in public, office and work areas and provide surfaced mounted on metal brackets at warehouse and storage areas. Cabinets are to be recessed trimless type with aluminum baked enamel finish. Doors are to have glass panels with flush type opening device.
10. Built-in Projection Screens: If required by LFUCG, provide electrically operated, recessed, ceiling mounted screens. Viewing surface is to be matte white and edge treatment is to be without black masking borders.
11. Window Treatments: Provide commercial grade prefinished horizontal aluminum blinds or shade fabric roller blinds at all exterior windows. Slats are to be a minimum 1 inch wide and white or off-white in color, with chain and cord for manual operation. Shade fabric roller blinds shall use a minimum 6 oz/yd fabric in a color selected or approved by the LFUCG, with chain and cord for manual operation.
12. Millwork/Casework:
 - a. All casework for break rooms, conference rooms and work areas is to be at a minimum - plastic laminate on particle board with frameless construction and full overlay doors. Laminated plastic shall be high pressure plastic laminate complying with NEMA Standards Specifications for General Purpose Grade (HGS/Grade-10 .050") with selection from standard selections, solid colors or wood grains.
 - b. Cabinets shall be complete with hardware, drawers, dividers, and adjustable shelves. Drawers shall be suspended on steel slides with ball bearing type nylon rollers for ease of operation. Drawer slides shall have a 100 lb. Load rating. Provide wire pulls or simple knobs compliant with the ADA.
 - c. All millwork and installation shall conform to the performance standards of the Architectural Millwork Institute. Finish wood materials to receive stain or transparent finish shall be "Custom" grade.
 - d. At all areas other than toilet rooms, countertops are to be at a minimum - plastic laminate on particle board substrate with rolled front profile and square edge backsplash.
 - e. At public use and employee toilet rooms all counter and lavatory surfaces are to be fabricated from HDPE.
 - f. All furniture and casework to be coordinated with LFUCG to ensure proper power, data, and blocking locations. Power & data shall be located to allow for flexible use and arrangements.
13. Bullet-Resistant Panels: Fiberglass ballistic panels shall be 5/16-inch thickness with UL-200, level-2 rating. Face bullet resistant panels with gypsum board.
14. Shelving: Provide solid wood or metal shelving in the janitor closet for storage of cleaning and paper supplies.
15. Entrance Floor Grilles: At all public and employee exterior entrances provide recessed entrance floor grilles. Floor grilles and frames are to be extruded aluminum. Floor grilles are to have top-surfaced tread rails with nylon carpet inserts.

17. CONVEYING SYSTEMS

1. Passenger Elevators: Compliance with the requirements of the ADA and Kentucky Building Code will provide the minimum determination for provision of a passenger elevator, unless specified by LFUCG.
 - a. Depending on building size and use, multiple elevators, larger elevator platform size, speed and weight capacity will be required. Elevator cabs are to have plastic laminate or stainless steel side walls, protective bumpers and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads.
2. Freight Elevator:
 - a. A freight elevator, at minimum, shall be Class A, hydraulically operated, with a minimum of 5000 pound loading capacity. The minimum clear cab floor size shall be provided by LFUCG.
 - b. Freight elevator ceiling height should be a minimum of 12'-0" to facilitate moving equipment and furnishings. Elevator cabs are to have plastic laminate side walls, protective bumpers and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads.
 - c. Elevator shaft way, electrical, and mechanical, emergency function, and elevator components are to be designed, manufactured and installed to comply with the latest edition of the State of Kentucky Elevator Code as well as meet ADA requirements. No building HVAC or plumbing system piping shall be allowed in the elevator shaft or machine. If HVAC or piping is specifically required for the elevator system the design and installation shall be coordinated with the elevator manufacture.

18. FIRE SUPPRESSION

1. Fire Protection and Fire Detection/Alarm Systems shall be provided. Fire protection systems are to conform to all NFPA, state and local codes.
2. Sprinkler piping shall be schedule 40, schedule 10, or copper.
3. Concealed type sprinkler heads shall be used in all occupied areas. In existing buildings, sprinkler heads shall be replaced if they have been recalled.
4. A chemical based fire suppression system is needed for all server and data rooms.

19. MECHANICAL, PLUMBING & HVAC

1. Mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. An overall mechanical systems evaluation must be made available to the project team before a final decision on the mechanical system is made.
2. Meet or exceed all State of Kentucky and Local code and regulation requirements for the mechanical systems.
3. Review latest editions of State of Kentucky energy codes and requirements, American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards 15, 55, 62. Follow the more stringent requirements.
4. Coordinate additional amenities and requirements with the building program.
5. Ensure the mechanical systems can be serviced and maintained by locally available trades-people. The system must be accessible for maintenance and repair. If the mechanical system is at ground level, adequate security must be provided.
6. An overall mechanical systems evaluation must be made available to the LFUCG before a final decision on the mechanical system is made

7. The building design should incorporate a photovoltaic system or incorporate elements to make the building 'solar ready' for the possible inclusion of photovoltaics in the future if value engineering is necessary. Offeror shall explore, make design recommendations, and provide a cost analysis for proposed systems (e.g. roof-mount, ground-mount, parking lot canopy, etc.). At a minimum the design shall include orientation and layout for a solar panel system; reserved areas for modules and inverters; reserved capacity for interconnection in electrical panel; and, if applicable, method of attaching to the roof and calculation of structural load capacity available for the solar system.
8. Existing mechanical and HVAC equipment and components intended for reuse shall be in clean, operable, and efficient condition. All existing piping which is re-used shall be labeled. The existing piping and ductwork, including connections and diffusers, shall be thoroughly inspected for size, condition, and suitability for re-use. All existing duct work to be thoroughly cleaned and sealed prior to occupancy by LFUCG.
9. Gas Service Entrance: If existing, gas piping entering the building must be protected from accidental damage by vehicles, foundation settlement or vibration. Where practical, the entrance should be above grade and provided with a self-tightening swing joint prior to entering the building.
10. Mechanical/HVAC Design and Planning
 - a. The Offeror shall make recommendations and provide cost analysis for infection risk management strategies in the HVAC design, which may include additional specifications for air exchange, filtration, and/or disinfection.
 - a. Energy savings should be a primary component and part of the selection of HVAC equipment. The facility or building design shall comply with both the mandatory and prescriptive provisions of latest ASHRAE standards. The proposed building performance rating compared to baseline building performance rating per ASHRAE standards (without amendments) by building simulation method is to be 14% higher on new buildings and 7% higher on existing buildings.
 - b. Design systems that require zero use of CFC-based refrigerants for new systems; complete a comprehensive CFC phase-out conversion when reusing existing systems.
 - c. Design HVAC and refrigeration systems with refrigerants with no or very little ozone depleting potential. Projects shall comply with current LEED guide lines and standards for certification eligibility.
 - d. Establish temperature and humidity comfort ranges and design the HVAC system to maintain the comfort ranges in accordance with ASHRAE as noted in table MEP-1.
 - e. Require an assessment of tenant space or building thermal comfort within a period of 8 to 12 months after occupancy. Based on the assessment, a corrective action plan is to be developed if Table M1 requirements are not maintained. This plan shall include measurement of relevant environmental variables in problem areas in accordance with ASHRAE.
 - f. Duct sizing and velocities shall be designed to minimize air noise.
 - g. Kitchen or other exhaust hoods shall meet NFPA regulations and local health department requirements.
 - h. Provide a building automation system to monitor and control lighting, ventilation, heating and air conditioning systems. The Lessor shall provide the latest technology and technology integration for building automation systems.
 - i. Fire alarm and security system must function as stand-alone systems with an interface to the building automation system.
 - j. Vertical zoning: Layer components in the ceiling space with the plumbing and sprinkler piping zone near the underside of the structure, the HVAC duct zone in the middle and the lighting zone immediately above the ceiling system. Sufficient space must be provided to accommodate future lighting relocations and changes without the need for moving HVAC or other components.
 - k. Valves are to be located in accessible ceiling and wall areas where possible. Provide access panels in

gypsum board ceilings and wall locations. Coordinate with furniture plans.

- l. Mechanical systems are to be designed with future expansion in mind. Provide valves, controls etc. at locations where future equipment tie-ins would be likely and where systems isolation seems prudent.
- m. Catwalks with access ladders are to be provided for all equipment that cannot be maintained at floor level.
- n. Documentation of all the building systems is to be provided for the guidance of the building engineering staff. Documentation is to indicate actual elements that have been installed, how they performed during testing and how they operate as a system in the completed facility.
- o. The building staff is to be provided with the following: 3 copies of prints identifying HVAC zones, record drawings and specifications (both hard copy and on CD), operating manuals with schematic diagrams, sequence of operation and system operational criteria for each system installed and maintenance manuals with complete information of all major components in the facility.
- p. Provide posted operation instructions for manually operated mechanical systems. They are to consist of simplified instructions and diagrams for equipment, controls and operations of the systems, including boilers, refrigeration equipment, HVAC controls, hot and chilled water distribution and hot and cold water domestic water. Instructions are to be framed and posted adjacent to the major piece of equipment of the system. The amount of instruction time provided is to be commensurate with the complexity of each system.
- q. Allow adequate space for maintenance access to coils, pumps, filters etc.
- r. HVAC equipment shall not be placed in ceiling spaces above computer rooms, server rooms, electrical rooms, telephone rooms etc.
- s. All mechanical rooms and kitchens shall have floor drains.

11. Plumbing Systems

- a. Sanitary and Storm system piping shall be separated and discharged per code and local regulations. Sewage ejectors are only to be used where gravity drainage is not possible.
- b. Booster pumps for domestic water service are to be provided when required to maintain system design pressures.
- c. Recirculation piping is to be provided for all domestic hot water systems.
- d. Reduce water-filled plumbing on outside walls, above ornamental ceilings or in unheated areas.
- e. *Plumbing fixtures:*
 - i. Commercial grade and based upon American Standard or Kohler.
 - ii. Low-flow water closets, urinals, faucets for sinks and lavatories are required for all locations. Do not use waterless urinals without approval by the LFUCG during the schematic design phase of a project.
 - iii. Fixtures designated for use by the handicapped must comply with the requirements of Federal Standard 795; Uniform Federal Accessibility Standards and the requirements of the Title III Standards for the ADA.
 - iv. At sink locations with exposed piping provide ADA compliant jacketed prefabricated piping insulation. Color to be chosen by LFUCG.
- f. *Drinking fountains* are to supply 55°F water, from standard packaged electric water coolers. Provide bottle filler type with drinking cup dispenser.
- g. *Dishwashers:* Dishwashers shall have dedicated booster heat units that meet all code requirements.
- h. *Valves and Shut-offs*
 - i. Provide isolation valves at all pieces of equipment and at each restroom fixture for both hot and cold water. Each restroom facility is to have separate water shut-off.
 - ii. Locate valves where they can be reached for service in hallways and public spaces where possible.

- iii. Valves and other operable fittings must be tagged. A valve tag schedule shall be provided as part of project closeout documentation. Properly identify all valves and locations.
- i. *Pumping Systems*
 - i. Primary/secondary systems are recommended. If minimum flows are required, use separate, constant flow primary water pumps and variable flow secondary systems.
 - ii. Pumps used in closed loop hydronic piping are to be designed to operate to the left of the peak efficiency point on their curves (high head, less flow) to compensate for variances in pressure drop between calculated and actual valves without causing pump overloading. Do not use pumps with steep curves due to limiting of system flow rates. Pumps are to operate at no less than 75% efficiency for their performance curve.
 - iii. Packaged variable flow pumping may be used. However, pumps and their controls are to be supplied by the same manufacturer.
 - iv. All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.
- j. *Piping Systems*
 - i. Provide cathodic protection or other means of preventing pipe corrosion.
 - ii. Isolation valves, shut off valves, by-pass circuits and unions are to be provided as necessary for piping at equipment to facilitate equipment repair and replacement. Equipment requiring isolation includes boilers, chillers, pumps, coils, terminal units and heat exchangers. Valves are to be provided for zones off vertical risers.
 - iii. All pipe is to be labeled and color-coded according to ANSI Z535.1-1991 Safety Color Code and ANSI A13.1-1981 Scheme for Identification of piping Systems. Pipe markings must effectively communicate the contents of the pipes and give additional information if special hazards (such as extreme temperatures or pressures) exist, i.e. "Steam 110PSIG". Arrows shall indicate direction of flow. Label placement shall insure that labels can be easily read based upon label elevation and viewing angle of individual. Labels, at a minimum, shall be placed within six feet of valves, where change in direction occurs, on entry/re-entry points thru wall and floors and on straight segments with spacing between labels that allows for easy identification.
 - iv. Valves and other operable fittings must be tagged. A valve tag schedule shall be provided as part of project closeout documentation. Properly identify all valves and locations.
 - v. Copper piping shall be used on all domestic and hydronic piping systems.
 - vi. All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.

12. HVAC Systems

- a. HVAC air distribution requires the establishment of minimum Indoor Air Quality (IAQ) performance to enhance indoor air quality in building by complying with minimum requirements of ASHRAE.
- b. Provide properly installed condensate drains to prevent build-up of condensate in air handling unit or other equipment drain pans.
- c. All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.
- d. For HVAC piping systems, provide isolation valves at all pieces of equipment and coils for maintenance and service. Locate the valves where they can be reached for service.
- e. HVAC piping insulation shall be installed on all piping, valves, terminal units and all section.
- f. Do not leave un-insulated gaps between components that can cause condensation.
- g. Location of temperature sensors and thermostats shall be coordinated with furniture, equipment and window locations.
- h. Kitchen hood design must meet NFPA regulations as well as all local health department requirements.
- i. Air filters are to be changed at the time of occupancy.
- j. Provide acoustical sound boots at ceiling return air grilles at offices, meeting rooms and conference rooms if walls do not extend to the roof/floor deck above or if a separate return air duct system is not provided.

- k. Air handlers are to be equipped with variable frequency drives to control fan motor speed.
- l. Vibration and Acoustical Isolation
 - i. Isolate all moving equipment in the building under dynamic loading.
 - ii. Use flexible connections for piping/ductwork terminations.
 - iii. All wall/floor openings for ducts and piping are to be sealed except at shafts dedicated to gas piping which must be ventilated.
 - iv. Reduce fan vibrations immediately outside of all mechanical room walls by acoustically coating or wrapping the duct.
 - v. Provide spring and rubber isolators for piping 2-inches and larger hung below noise sensitive spaces.
- m. *Layout of Mechanical Spaces*: Mechanical rooms are to be laid out with clear aisles and access to all equipment. Lighting is to be laid out so as not to interfere with equipment. Housekeeping pads are to be 3-inches wider than the mounted equipment on all sides.
- n. *Building Mechanical Specialties*
 - i. Electrical Generators: If required in the RFP, fuel systems, capacity and system components being supplied with backup emergency generator shall be clearly defined and specified in the Lease or Specification requirements.
 - ii. Computer Data Centers Server Rooms: Provide special HVAC equipment required for any Computer Data Centers or Server Rooms.

TABLE MEP-1 – General Office Mechanical Space requirements

<i>Mechanical Minimum Design Requirements for General Office Space</i>		
Temperature	73°F ± 4°F	
Humidity	30-50%	
Ventilation	Office Space: 20 cfm per person or 0.2 cfm / sq. ft. (whichever is greater) Break Room: 30 cfm per person Waiting Area: 15 cfm per person Kitchen/Toilet/Janitor's Closet: 10 air changes per hour and 100% exhaust	
Air Conditioning	Equipment: 3 watts / sq. ft. Lighting: 2 watts / sq. ft.	
Ductwork	Supply and Return air shall be ducted (except at raised floor systems). Return air plenums are not acceptable. Duct insulation shall be external wrap only; no internally lined duct will be accepted. Flex duct allowed within 10 of ceiling diffusers.	
Miscellaneous	Provide a minimum of 1 electric water cooler and drinking fountain combination unit. Locate adjacent to restrooms.	
Standard Piping Material	Use	Comments
ASTM Schedule 40	Chilled water up to 12-inch diameter. Condenser water up to 12-inch diameter.	150 psi fittings. Standard weight pipe over 12-inch diameter. 150% of working pressure
	Hot water	Test to 300 psig.
	Natural gas	Weld and test to 300 psig
ASTM schedule 80	Steam over 15 psig	Test to 500 psig, 150% of working pressure
Copper tubing	Chilled water, Condenser water	Builder option. Use type K below ground and type L above ground.
	Domestic water	Lead free solder connections
	Refrigeration	Type ACR
Cast Iron	Sanitary, waste and vent	
PVC	Storm	Below grade only

20. ELECTRICAL

1. Meet or exceed all State of Kentucky and local vicinity code and regulation requirements for the electrical systems in all leased, owned, or operated facilities by LFUCG. Some of the requirements of this standard exceed code requirements.
2. When an existing facility or building is being used, all existing circuits (including wiring, connections, and disconnects), proposed for reuse shall be thoroughly inspected for size, condition, and suitability for re-use, and labeled. All existing wiring, conduit, and devices no longer being used shall be completely removed and not abandoned in place. All existing unused power supply wiring or cabling shall be completely removed back to supply distribution panel and circuit breakers relabeled as "Spare" or with the new circuit title.
3. **Electrical Site Design and Planning:**
 - a. Spare conduits shall be provided at all primary, secondary, and panelboard feeders for future use.
 - b. Electrical metering locations and metering sockets must be acceptable to the local utility company.
 - c. New transformers shall be free of any hazardous materials (PCB's, asbestos, etc.), and dry type transformers are preferred.
 - d. Exterior lighting design and layout shall meet the latest requirements of the LEED standards established for the project and conform to Dark Skies requirements.
 - e. All underground conduit and duct banks shall be watertight and sloped to manholes or junction boxes with a sump.
 - f. All underground conduit/wiring shall be buried with a marker/tracing wire and a plastic warning tape approximately one foot above the conduit/wire.
 - g. Lightning protection shall be provided for all buildings and associated structures per NFPA and any other code requirements.
4. **Electrical Building Design/Planning**
 - a. Circuit Planning: Planning shall include locations of copier, microwaves, coffee machines, and vending machines. Provide as a minimum 20-amp dedicated circuits with isolated grounds to all copy machines. Provide as a minimum a separate 20-amp circuit for each device.
 - i. Provide as a minimum isolated ground 20-amp circuits with surge protected receptacles for all main computer hub network equipment and audio-visual equipment.
 - ii. Provide a minimum of a twenty-five (25%) percent spare capacity above maximum demand for future growth of the electrical system.
 - iii. Dedicated isolated-grounded circuits are not required for computer receptacles.
 - iv. Provide a minimum of one (1) 120-volt duplex receptacle in all building entrance vestibules.
 - b. General:
 - i. Planning shall take into consideration LFUCG's Phone and Data systems, security system components including; cameras, card access systems, door monitoring systems, and any other components included in the security system.
 - ii. If a Fire Alarm system is required place annunciation panels in a location coordinated with the Lessee/Tenant Agency. If a connection to the local fire

- department is required it shall be included.
- iii. All electrical panels, control panels, and disconnect panels shall be lockable and within the building all be keyed alike. (Lock hasps are acceptable).
 - iv. Provide concrete housekeeping pads for all floor mounted electrical equipment. Pads are to be a minimum height of 3 ½ inches and extend a minimum of 6 inches beyond the perimeter of each piece of equipment.
- c. Electrical Power Requirements
- i. Full Height Offices: Provide 4 standard 120-volt, 20-amp duplex receptacles supplied by a 20-amp general service circuit. One of the four shall be an orange isolated circuit receptacle.
 - ii. Conference Rooms: Provide 4, 120-volt, 20-amp duplex receptacles.
 - iii. Conference, Lunch, and Break Rooms: Provide 1, 120-volt, 20-amp GFI duplex outlet near the counter/sink.
 - iv. Furniture Systems: Provide for each grouping of 4 cubicles or less, a wiring assembly consisting of 8 conductors back to the circuit breaker panel, to yield at the systems furnishings 3 hot, 3 neutral, 1 common ground and 1 isolated ground (either three 15- amp or three 20-amp breakers.) Power may come through the ceiling, floor or wall but may not exceed the ratio stated above.
 - v. Connections to systems furniture: Base Feed is preferred. Each group of 4 workstations will require a power pole or a base feed. Provide 90-degree elbows for power and communications at connection to exposed wall and floor boxes. Installation of base feed or power poles is by Lessor. Direct, final and complete connection to the modular furniture system shall be the responsibility of the Lessor, including cutting ceiling tiles to accommodate installation of Lessee supplied power poles. All work shall be coordinated with electrical contractor.
- d. Firestopping: Provide U.L. listed firestopping assemblies for all openings and sleeves through floors and firewalls. Telephone, data, or other communications cable sleeves shall be firestopped after the respective contractor's work is complete.
- e. Cabling:
- i. Whenever possible, below grade electrical, telephone, and data cabling are to be installed in concrete encased duct banks. Telephone and data are to be separated from electrical power with independent conduit systems.
 - ii. All telecommunications cabling shall be kept in trays and/or conduit separate from primary or secondary power cabling.
 - iii. All cabling to be labeled.
- f. Lighting
- i. Lighting controls used in public areas are to comply with ANSI/ASHRAE/IESNA regulations.
 - ii. Lighting fixtures shall be located where practical, so scaffolding is not required for lamp replacement.
 - iii. Where ever possible, lighting in all occupied rooms will be controlled by an automatic sensor with a manual wall switch override. Locate sensors to avoid nuisance triggering.
 - iv. All lighting shall be LED type, with a color range between 3500 and 4000K. Lighting levels shall meet or exceed the recommendations of the IESNA Handbook for the use of each space. Daylight harvesting is encouraged but not required.

- v. All electrical system components and devices shall be independently supported from the building structural framing members and supported per manufacturer's recommendations.
 - vi. Provide adequate LED lighting, including emergency lighting, to service all equipment in mechanical rooms. Provide GFI service outlets for supplemental lighting in mechanical spaces. Provide GFI outlets within six (6) feet of Control Panels.
 - vii. Provide emergency lighting as required by code or if required by LFUCG. Emergency lighting shall be tied to an emergency generator, provided with battery back-up, or dual-feed electrical supply.
- g. Wiring:
- i. All building electrical systems wiring smaller than AWG # 10 shall be copper.
 - ii. All electrical home run circuits or main feeders shall be solid tubular (Non-flexible) type conduit.
 - iii. All receptacles and switches shall be a minimum of specification grade quality.
 - iv. Emergency circuit receptacles, switches, or devices shall have color RED bodies.
 - v. If surface mounted raceway is required and non-exposed conduit is not feasible then painted "Wiremold" is required.
 - vi. All wiring to be labeled.
- h. Building Electrical Specialties
- i. Electrical Generators: If required by the RFP, provide emergency electrical generator with required switching for the capacity and system components determined in the RFP. Alternatively, provide an external portable generator hookup and transfer switch.
 - ii. Elevators – meet all code requirements, including ADA requirements. All elevators shall be equipped a battery backup device that allows for exit of any persons trapped in elevator when building or local power is lost.

21. TECHNOLOGY

1. Audio Visual System with built-in enhanced listening technology, IT components, security camera system, access control system, and an intrusion detection system shall be incorporated into designs.
2. Facility to house a Main Distribution Frame (MDF) to house network gear connecting to the existing LFUCG campus network with redundant links, as well as print operations and limited compute for building automation and security solutions. This room should be equipped with a key card entry system, two (2) redundant 208v x 30 amp power circuits with generator backup, fire suppression system, and adequate cooling/ventilation for the equipment contained within.
3. Facilities to house Intermediate Distribution Frames (IDF, i.e. network closets) on each floor with adequate space for uninterrupted power supplies (UPS) and generator backup. These rooms should be equipped with key card entry systems, and other physical plant equipment should not be co-housed.
4. Facilities to house fiber optic cables and conduit between and throughout building floors.
5. Interior constructed from materials that are highly penetrable by WiFi signals (plywood, drywall, glass, lumber, masonry block, brick) is preferred.
6. A mid-sized (approx. 400 sq ft) room co-located with the Division of Computer Services with 8-10 120v power outlets for staging of equipment.

22. SITE UTILITIES

1. Lessor or Lessor's A/E Design Professional is to contact local utility companies to determine system capacities and obtain utility service, easements, etc. Site utilities must comply with codes, regulations, and local ordinances.
2. Locate all utility lines behind curbs and in unpaved areas if possible. Do not locate water lines under foundations, streets, drives, parking areas or other inaccessible areas.
3. Fire hydrants are to be placed less than 300 feet from all points of the building façade, within 5 feet of fire truck access road and within 100 feet of the building siamese connection.
4. Locate sanitary sewer lines in unpaved areas, at least 10 feet from potable water lines.
5. Provide manholes at all intersections, changes in pipe size and changes in gradient.
6. Manhole spacing: pipe < 18": 300 feet and pipe ≥ 18": 400 feet.
7. Provide cleanouts at service lines 5 feet from building and at all bends where manholes are not used.
8. Provide separate storm system even if connected to a dual service main.
9. Use a minimum 10 year storm frequency for design of parking lots. Use piped gravity flow system (no open ditches). Permeable paving is allowed, however, Lessor must maintain and clear the paving pores.

23. EXTERIOR IMPROVEMENTS

1. Paving Design: new paving shall be asphaltic concrete paving or Portland cement concrete
2. Existing paving shall be in a "like new" condition. Areas deemed not acceptable by LFUCG will be repaired to be in "like new" condition. Existing paving must meet codes requirements for slopes, cross-slopes, and condition; deteriorated paving, potholes, and large cracks constitute a walking hazard.
3. Provide slip resistant finishes at exterior concrete surfaces subject to foot traffic. Parking lot drives shall not be crowned. Provide areas for piling of snow.
4. Site Amenities
 - a. Parking lot lighting, landscape lighting, site amenities and site signage design are to have similar design features to complement each other and the facility.
 - b. Provide 10 space bike rack permanently affixed to the pavement, no less than 25' from entry and visible from entry.
 - c. If required, provide a flag pole(s) with simple access.
 - d. Provide concrete filled pipe bollards at exterior locations subject to damage, i.e. dumpster pads, electrical transformers, mechanical devices.
 - e. Dumpsters shall be screened from public view
 - f. Provide windproof trash containers outside each outside entrance.
 - g. Exterior building street numbers and signs: Building numbers and letters shall be not less than 12" high with a minimum 2" stroke shall be provided and installed, identifying the address, "Lexington-Fayette Urban County Government" and the name of the office or function. These signs will be visible from two directions on main thoroughfares.
 - h. Cigarette disposal bin(s) and "No Smoking" signs to be provided at the employee and customer entrance(s).
 - i. If required in the RFP, install any specialized signs provided by the Tenant Agency.

24. CONSTRUCTION STANDARDS

Construction will be performed by and at the sole expense of the successful Offeror. This work includes:

1. Site and Access:

- a. Notice of Intent (NOI) for storm water management/erosion control/best management practices. NOTE on Erosion Control Measures: the successful Offeror will be responsible for providing and maintain erosion control measures resulting from building project construction activities. All existing erosion control measures found on the site before building construction begins will be maintained and if disturbed will be repaired or modified as needed.
- b. Grading - excavation for cuts, placement of fill and compaction to bring site up to the required finished elevation.
- c. General site drainage swales, ditches, culverts and a detention basin will be constructed to manage water runoff from the site.
- d. General topographic information showing building finished floor elevations
- e. Successful Offeror will apply seed and straw on all disturbed areas of the site to prevent erosion.
- f. Construction entrance - planned to also be the permanent site access drive.
- g. Disposal of all excess excavated materials (for footings, ditches, etc. not needed for proper drainage) off-site at Offeror's expense.
- h. Procurement of engineering consulting services for geotechnical subsurface exploration reports deemed necessary by the Offeror to construct the building foundations and infrastructure shall be included in the Offeror's proposal, and by and at the expense of the Offeror.
- i. All staging areas required for construction shall be on the project site; alternate arrangements may be made by prior written request by Offeror and approval by City if a city-owned property is redeveloped for the Project.
- j. The construction site shall be policed daily and ALL debris shall be removed and containerized. All building materials, tools, portable equipment and other related items shall be secured daily to prevent any opportunity for those objects becoming airborne. Open dumpsters shall not be allowed.
- k. Keep roadways leading to and from the site free and clear of mud and debris.
- l. The Offeror shall work with the City to obtain and designate adequate access to accommodate construction traffic to and from the building project site. The cost of such access, if any, shall be borne by the Offeror.
- m. The successful Offeror will provide fence, if required.
- n. The parking is to be constructed in accordance with the requirements of any applicable ordinances and shall take into consideration the design criteria indicated in the geotechnical report. The construction of either concrete parking pavement, or bituminous parking pavement is at the option of the Offeror for surface lots. Structured parking is encouraged.

2. Utilities

- a. The Offeror is responsible for its own utilities throughout construction without reimbursement by the City.
- b. The Offeror shall secure temporary power on a temporary electrical service. This service shall be metered in the manner prescribed by the Utility. Existing utility

infrastructure components (water, electric, sanitary sewer, natural gas, telephone, and internet) shall be extended to the project site by and at the expense of the Offeror. Specific utility requirements, easements, tap-ons, etc. shall be coordinated and the cost of such borne by the Offeror.

- c. Portable sanitary facilities shall be by and at the expense of the Offeror. These portable sanitary facilities shall be maintained in proper conditions at all times by the Offeror
 - d. Temporary heat, as necessary, to maintain required temperatures for installation of finish materials and protection of construction that is affected by low temperatures or temperature swings shall be by and at the sole expense of the Offeror.
 - e. Design of adequate water service for the Project shall be by and at the sole expense of the Offeror.
 - f. Demand on the sanitary sewer service will require an assessment by and at the sole expense of the successful Offeror to determine available capacity in the system. Based on the magnitude of the additional demand, the City will determine the extent of the downstream analysis, at the successful Offeror's request and expense.
 - g. Storm water management will be designed and constructed as part of the site and topography and be acceptable to the appropriate and proper authorities, including federal, state, and local governments.
 - h. Natural gas services may be designed and constructed as part of the utility service, and will be available for the project upon request and coordination of the Offeror to Columbia Gas of Kentucky.
 - i. Permanent electrical power will be designed and constructed as part of the utility service, and will be available for the project upon request and coordination of the Offeror. The services are desired to be built underground, as is possible. Above ground services may be considered if it is keeping with other development in the area.
 - j. Communications will be designed and constructed as part of the utility service, and connection will be available for the project upon request and coordination of the Offeror.
 - k. Backup emergency generator the size of coverage above and beyond IT services and emergency lighting to be determined (including but not limited to elevators, wall plugs, HVAC, hot water)
3. Building Code Requirements and Compliance:
- a. As indicated previously, all constructed elements of the Project shall comply with the current edition of 'The Kentucky Building Code' (KBC) and all supplements including all other referenced applicable code requirements, and the General Requirements defined within.
 - b. The project shall also be constructed in accordance with contract documents prepared by architects and engineers registered to do business in Lexington, Kentucky.
 - c. Completion of the project shall be based on acceptance by LFUCG and the receipt of a "Certificate of Occupancy". Complete compliance with the Americans with Disabilities Act compliance is required. Installation of a 100% coverage sprinkler system in accordance with the current NFPA guidelines. All other applicable regulatory requirements issued by the authorities having jurisdiction shall be met.
 - d. The design and construction of the project will be coordinated with the City of Lexington and in accordance with the Restriction on Communications section within this RFP.
4. Waste Handling and Garbage Disposal
- a. The Offeror, at its own expense, shall be responsible for providing for all construction

trash and garbage disposal and removal from the entire project area. All waste handling, storage, and removal shall comply with state and national health and environmental requirements.

5. Proposed Lease/Construction Site and Subsurface Conditions
 - a. The Offeror is responsible for all other due diligence investigations, including sub-surface conditions, and all costs associated therewith, at the designated site.

25. FACILITY MANAGEMENT STANDARDS

If gross or modified gross lease structure is being proposed the below FM standards should be accounted for in bid

1. Maintenance: Offeror to provide the management and coordination of all maintenance activities of Tenants, Buildings and Grounds. Maintenance activities include:
 - a. Preventative Maintenance
 - b. Predictive Maintenance
 - c. Minor Repair Maintenance
 - d. Major Repair Maintenance (will be added to contract per event)
 - e. Monitoring of Equipment/Systems working condition, performance and status;
 - f. Procurement of parts associated with the maintenance activities;
 - g. Scheduling
 - h. Tracking
 - i. Reporting

2. Repair and Maintenance Work Plan

The Offeror will be expected to manage the status, repair and preventive maintenance of the following:

- a. Day-to-day operations of all building Mechanical, Electrical, CMMS systems and process support equipment as necessary to meet Tenant's performance standards. Operational activities include the management coordination of the automated building management system to optimize effectiveness and reducing energy consumption, Manage the validated status of the current system.
- b. Preventive/predictive maintenance on an as-scheduled based on manufacturer's recommendation.
- c. HVAC equipment in accordance with Tenant's procedures and any other site-specific inspection and monitoring procedures as provided. Indoor air quality issues and concerns will be reported to Tenants. All HVAC maintenance, repair and replacement work will be performed in accordance with applicable local, state and federal building codes, and the manufacturer's recommendation and system's useful life (UL).
- d. Plumbing systems and equipment, in accordance with Tenant's procedures and any other site-specific inspection and monitoring procedures as provided. Water quality issues and concerns will be reported immediately to Tenant's.
- e. Periodic inspection, servicing and repair to fire sprinkler and standpipe systems, gas suppressions systems, fire detection alarm and related systems and perform inspection, service repair or replacement of portable fire extinguishers. Inspections must satisfy all code and municipal requirements, and must properly maintain the systems, including compliance with NFPA 25 or latest revision. All fire prevention systems maintenance, repair and replacement work will be performed in accordance with applicable local, state and federal building costs.
- f. Energy management initiatives oriented toward utility conservation and purchasing

- efficiency as approved by the Tenant.
- g. Electrical distribution systems and equipment in accordance with Tenant's procedures and any other site-specific inspection, testing and monitoring procedures as provided. All electrical maintenance, repair and replacement work to be performed in accordance with applicable local, state and federal building codes.
 - h. Building UPS systems in accordance with Tenant's and any on site-specific inspection, testing and monitoring procedures as provided.
 - i. Building emergency and standby generators in accordance with Tenant's procedures and any other site-specific procedures.
 - j. Manage unforeseen services that are required for the sustained quality operation of the facility. Such services include, but are not necessarily limited to: a. Repair of small instances of vandalism and accidental damage b. Indoor air and water quality. Remediation as required c. Activation of fire alarm, fire sprinkler and gas suppression systems Items that require substantial repair costs due fatigue or failure will be deemed episodic events and will be compensated using the authorization process.
 - k. Building exteriors and roofing systems through annual condition surveys, preventative maintenance and repairs.
 - l. Coordinate all warranties extended directly to Tenants by manufacturers or service providers and ensure adherence to warranty stipulations.
 - m. Coordinate spot repair on all roads, general access roads, all parking lots, including cleaning, and striping.
 - n. Landscaping services per site-specific specifications. Grounds services include, but are not limited to, landscaping, lawn care and the operation and maintenance of exterior lighting fixtures, automatic parking controls gates, fencing, signage, pavement, striping and curbing.
 - o. Professional pest control services which will maintain a pest-free work environment at appropriate all buildings assigned locations. All pest control services shall conform to federal, state and local laws, ordinances and regulations, and shall be performed using the utmost precaution. Comply with Tenant's procedures and submit all MSDS forms for approval.
 - p. Preventative maintenance and repairs for in plant Mobile equipment, Mobile Grounds Maintenance equipment and Stationary equipment.
 - q. Establish parts, materials and supply inventories (and related inventory controls) essential for operation and repair/maintenance services and for assurance of uninterrupted services to facilities tenants. Such inventories shall be owned by Tenants. Inventory levels subject to site approval.
3. Janitorial Services to be provided by Offeror. A baseline service schedule is outlined within. See following page for additional information and chart.

Extent of Service	5 x/Wk	3 x/Wk	Weekly	2 x /Month	Monthly	Quarterly	Annually
Floors – Public Areas							
Mop, wax, and buff hard floors						X	
Vacuum carpet		X					
Dust from floor level above				X			
Spot clean carpets					X		
Clean door mats and landing		X					
Sweep, empty ashtray & trash containers		X					
Dust and damp mop hard floors		X					
Floors – Private Areas							
Mop, wax, and buff hard floors						X	
Vacuum carpet				X			
Dust from floor level above					X		
Spot clean carpets						X	
Dust and damp mop hard floors				X			
Restrooms Trash and Recycling							
Refill all soap dispensers	X						
Empty and clean waste containers, insert liners	X						
Clean and sanitize all fixtures	X						
Damp mop floor and baseboards with germicidal solution	X						
Clean and polish all metal and mirrors	X						
Spot clean walls, areas around fixtures, doors	X						
Dust all surfaces and ledges, including vents	X						
Wash and sanitize walls and partitions			X				
Replenish toilet tissue, paper towels, toilet seat liners, and feminine hygiene dispensers	X						
Report defective soap dispensers to manager	X						
Empty all master and public trash containers in hallways, insert new liners	X						
Empty private trash – Not Included							
Pick up full recycle bags, deposit in outside bins	X						
Replace recycle bags	X						
Miscellaneous							
Clean and sanitize drinking fountains	X						
Clean interior windows (inside exterior walls)							X
Clean smudge marks on the Figueroa Division transaction windows using only the supplied cleaner and towels	X						
Clean entire Figueroa Division transaction windows using only the supplied cleaner and towels			X				
Spot clean interior and exterior glass doors	X						
Spot clean doors, door frames, counters, handles and railings		X					
Clean and sanitize sink and counter in staff break areas			X				
Floors							
Extract “steam clean” carpet							X
Shampoo carpet							X
Strip, seal, refinish, machine polish hard surface							X
Customer Service							
Customer service visits					X		
Formal customer review and written report						X	
Review/check communication log	X						