



Professional Parking Structure Restoration and Engineering Consulting Services

REQUEST FOR PROPOSALS

LEXINGTON & FAYETTE COUNTY PARKING AUTHORITY (LFCPA)

FOUR (4) PARKING GARAGES

Lexington, Kentucky

Section 1: Instructions To Respondents

Introduction

The Lexington & Fayette County Parking Authority (“LFCPA”) is accepting Proposals for Professional Parking Structure Restoration and Engineering Consulting Services.

The process of accepting Proposals and choosing the successful proposer shall be by emailed receipt of proposals as define in Proposal Submission section of this document. LFCPA shall award based on the most advantageous proposal based upon the Evaluation Criteria set forth herein which may not be based on the lowest bid price of lowest evaluated bid price.

Objective

The Lexington & Fayette County Parking Authority (LFCPA) is requesting proposals for an initial term of a four-years of a contractual agreement to provide professional consulting services for the structural restoration of LFCPA’s four parking structures. The initial term will have an option of three (3) one-year contract extensions. Notice to be provided by LFCPA no less than sixty days in advance of contract expiration if LFCPA will or will not extend the contract. Nothing herein shall obligate LFCPA to renew the contract for any of the optional three (3) one-year extensions.

It is expressly understood no employer/employee relationship is created by the Agreement.

Scope of Professional Services

Services will include assisting the Executive Director and/or Senior Facilities Manager of LFCPA in review of existing Capital Asset Management Plan (“CAMP”), preparation and review of construction documentation for restoration, cost estimation for repairs, creation and execution of bids for repairs, to provide construction administration, consultation and other relevant services for the duration of the contract along with additional services as necessary.

PROPOSAL SUBMISSION

All Proposals are due and must be electronically delivered to the Senior Facilities Manager of the Lexington-Fayette County Parking Authority on or before August 30th of 2024 by 2:00 P.M. (EST). There is no web-based portal for submission. Proposals cannot be submitted after 2:00P.M. on August 30th of 2024 (EST).

All Proposals must be signed by a duly authorized officer, agent or employee of the Bidder. The bidder certifies that the individual signing the Proposal document for the Bidder has the authority to fully bind the Bidder.

Proposal submitted must be marked:

2024 Professional Parking Structure Restoration and Engineering Consulting Services

Proposals must be addressed to:

Jared Daugherty, LFCPA Senior Facilities Manager

Jdaugherty@LEXPARK.ORG

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when LFCPA determines circumstances warrant.

Changes/Alterations

The Proposer may change or withdraw its Proposal at any time prior to Proposal closing date and time. The Proposer must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive.

Once this Proposal has been officially submitted to LFCPA, Proposer will not be allowed to alter or withdraw its Proposal after August 30th 2024.

Addenda: LFCPA may issue an addendum, or addenda, changing some aspect of the Proposal. All addenda, if any, shall be considered in making the Proposal, and such addenda shall be made a part of this Proposal. 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 Proposal any such addenda may result in disqualification of that Proposal.

Information will be provided to the Bidder of addendum, or addenda by email to Bidder representative of record.

LFCPA shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.

QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP must be submitted via email. Emailed questions and inquiries will be accepted from all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions or requests for clarification shall be submitted on or before August 9th of 2024 by 5:00 P.M. and should be addressed to:

Jared Daugherty, LFCPA Senior Facilities Manager – Jdaugherty@LEXPARK.ORG

PROPOSAL TERMS AND REQUIREMENTS

The Lexington-Fayette County Parking Authority reserves the right to reject any proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by LFCPA to be in the best interest of LFCPA. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

In the event it becomes necessary to revise any part of the RFP, Addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. The proposal shall be no more than 40 pages in total, including addenda or addendums printed in a double-sized format.

The selected Respondent will be required to provide LFCPA a W-9 IRS form before a payment order can be issued.

LFCPA is tax exempt. The Respondent, if awarded a contract for this work, shall be responsible for all "sales taxes" and "use taxes" as applicable to this work.

SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, described in Section 3. The evaluation will be completed by a Selection Committee composed of LFCPA members and others.

After receipt of proposals, LFCPA shall evaluate all responses based on criteria noted. During that evaluation, LFCPA shall rank all responses based on criteria noted. Once responses are ranked, LFCPA will determine which responses are selected for the next stage of an interview, in person or virtual. The initial evaluation is to determine which, if any, Respondents are to be interviewed. Communication on initial evaluation selection will be via email.

During interviews, selected Respondent(s) will have the opportunity to discuss in more detail their qualifications, experience, proposed work plan, and fee proposal during the interview process. LFCPA further reserves the right to interview the key personnel anticipated to be assigned if the firm is selected. To decide the most qualified, capable, and cost-effective Respondent, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3 of this RFP.

Per KRS 45A.370(5) selection will not be solely based on lowest bid price or evaluated bid price.

INTERVIEW

LFCPA has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal. The interview may include the project team members expected to complete most of the work on the project, but no more than six in total. The interview shall consist of a presentation by the Respondent, preferably including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team. If LFCPA chooses to interview any respondents, the interviews will be held September 9th of 2024. Respondents selected for interview will be expected to be available that week. LFCPA will work with Respondents to utilize interview in person or electronically.

CONTRACT FOR SERVICES- PROFESSIONAL SERVICE AGREEMENT

Consultants selected to do business with the LFCPA will be required to execute a standard Professional Services Agreement with LFCPA. LFCPA will work with the successful bidder on PSA however reserves the right to not entertain requests to materially revise, amend, or change the preferred language of the standard Professional Services Agreement. Respondents must base their proposal on the assumption that, if selected, they will execute a Professional Services Agreement.

COST LIABILITY

The Lexington-Fayette County Parking Authority assumes no responsibility or liability for costs incurred by a Respondent prior to the execution of a Professional Services Agreement. The liability of LFCPA is limited to the

terms and conditions outlined in the Agreement. By submitting a proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

SCHEDULE

The following is the solicitation schedule for this procurement:

Event	Date
Release RFP To Consulting Firms	24 July 2024
Consulting Firm Questions (If Any) Due	9 Aug 2024
Proposal Responses Due (By 2:00PM E.S.T.)	30 Aug 2024
Consulting Firm Selected, Awarded, PSA Execution	12 Sep 2024

**These dates are estimates and are subject to change at the LFCPA’s discretion.

DEBARMENT

Submission of a Proposal in response to this RFP is certification the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also an agreement the LFCPA will be notified of any changes in this status.

RESERVATION OF RIGHTS

1. The Lexington-Fayette County Parking Authority reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the LFCPA.
2. The LFCPA reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
3. The LFCPA reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

Section 2: Scope Of Work

INTRODUCTION

LF CPA is requesting proposals from professional parking structure restoration and engineering firms able to provide a variety of engineering services required by LF CPA and to assist the Senior Facilities Manager as needed. The structural services desired include, but are not limited to review of CAMP, preparation of plans, specifications and estimates of costs for construction projects, detailed studies on specific items, conducting investigations, preparation of reports, surveying activities, construction inspection, and construction contract administration.

Services of Consultant shall include the following –

- Providing of professional parking and engineering consulting services
- Providing expertise in overseeing, renovation and improvements in accordance with the comprehensive 2023 Capital Asset Management Plan (“CAMP”)

Utilization of the document “2023 Capital Assessment Management Plan prepared by Bennett & Pless, Inc.” is highly recommended but not required. This document will be distributed upon request. These services should be guided by the Capital Asset Management Plan (CAMP) but not strictly beholden to it as other needs may arise during the contract.

DESCRIPTION

Services to be provided may include:

1. Preparation of plans and specifications for construction projects varying in complexity, for a portion or the entire project. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, bid preparation and assistance, construction inspection, and project management.
2. Preparation of specialized engineering studies on a variety of subjects including, but not limited to concrete slab condition assessment, drainage studies, and construction feasibility studies.
3. Coordinate, facilitate and/or attend project-related meetings, such as pre-bid, preconstruction and project progress meetings.
4. Construction administration and engineering include review and approval of material submittals, construction observation and documentation, coordinating contractor’s work and preparing Engineer’s Certificates.
5. Coordinate construction bid packages as necessary.
6. Review of existing CAMP and properties as necessary.

REQUIREMENTS

1. Ability to work effectively with the LF CPA staff with respect to any of these services.
2. Ability to work effectively with the public and regulatory agencies.
3. The ability to function in a support role to the Senior Facilities Manager. The consultant’s services may be utilized for engineering activities that exceed the staffing level or expertise of the Senior Facilities Manager.

TASKS

1. Construction Projects

Engineering or project management services as requested on projects including, but not limited to sidewalks, bridges, drainage projects, stairwells and parking facility repairs in accordance with local construction and procedures.

2. Plans and Specifications

Preparation of plans and specifications shall include preliminary reports, identification of alternatives, cost estimates and contract documents. The consultant shall secure all necessary permits from any necessary Federal, State or Local agency.

3. Supervision and Administration

Contract administration shall require the performance of all general field services required on construction projects such as construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

4. Supervision and Inspection

Engineering supervision and inspection services shall be provided on all appropriate construction work on which this task is assigned to the consulting engineer. Sufficient personnel, as agreed upon by the LFCPA shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications.

Section 3: Minimum Information Required Evaluation Criteria

Respondents should organize Proposals into the following Sections:

- A. Professional / Firm Qualifications and Experience
- B. Key Personnel Qualifications and Experience
- C. References and Key Projects
- D. Proposed Work Plan
- E. Proposed Consultant Cost
- F. Appendices

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional/Firm Qualifications and Experience – 25 points

- State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder.
- Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated.
- Describe your firm's background and history, number of years in business and scope of service provided.
- Include a list of specific experience in the project area and indicate proven ability in developing and implementing similar projects; describe ability to complete projects within the budgeted amounts.
- A summary of related projects, scope and scale, with the original deadline and cost estimate versus the actual completion date and final cost of the design is to be included in this section.
- Describe the workload capacity of your firm and include any limitation you foresee in your organization's ability to handle certain types of work.

B. Key Personnel Qualifications and Experience – 20 points

- Include the number of executive and professional personnel by skill(s) and qualification employed in the work. Identify only individuals who will be key in completing the requirements.
- Define where these personnel will be physically located while they are engaged in the work. If this individual is remote from key physical office, describe how effective this arrangement will be and protocols in place to assure support of full organization.
- Resumes or CV requested for proposed key project personnel assigned to the project.
- Qualifications and capabilities of any sub-consultants should also be included. Any non-professional service sub-contractors may be required to provide bonding.
- State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.

C. References and Key Projects -20 points

- Provide a list of no less than three organizations where services are currently being provided or have been provided in the past 18 months, including project name and location. Note specific client contact, name and brief description of project.

- Describe the challenges of these noted projects and your ability to resolve issues, complete them on budget and on schedule.

D. Proposed Work Plan - 20 points

- A detailed work plan is presented which lists all tasks determined to be necessary to accomplish the project's work.
- The work plan shall include, but not limited to, the objectives/tasks listed in Section 2 of this RFP. The work plan shall define resources needed for each task (title and person hours) and the staff persons completing the project element tasks.
- In addition, the work plan shall include an estimated timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.
- The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables) are to be completed.
- Additional project elements suggested by the Respondent that are thought to be necessary for the completion of the project are to be included in the work plan and identified as Respondent-suggested elements.
- Identify all of those professional services and otherwise, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main respondent.
- Include any other information that you believe to be pertinent, but not specifically asked for elsewhere.

E. Proposed Consultation Cost - 15 points (this section to be submitted in separate email)

- The proposal is to include a cost summary and any details by which the overall and project element costs have been derived.
- The proposal cost is to relate in detail to each item or categories of the proposed work plan, including the Respondent suggested project elements and respondent suggested contingencies, if any.
- The total proposal cost summary may be adjusted after negotiations with the LFCPA and prior to signing the Professional Services Agreement, if justified.
- Proposed total estimate of cost of professional services based on the scope of services and work, per Section 2 of this RFP, inclusive of all travel, testing and miscellaneous expenses for repair work.
- LFCPA reserves the right to alter the planned scope of work if necessary. While previous repair cycles have focused on a \$1M annual repair and maintenance budget, LFCPA will not commit to a predetermined budget for the upcoming repair cycles and requests that proposals present fee structures based on the completion of:
 - ✓ 100% of planned repair and maintenance items as prescribed in existing capital asset management plan.
 - ✓ 75% of planned repair and maintenance items as prescribed in existing capital asset management plan.
 - ✓ 50% of planned repair and maintenance items as prescribed in existing capital asset management plan.

- ✓ 25% of planned repair and maintenance items as prescribed in existing capital asset management plan.

Proposal Evaluation

1. The Selection Committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short list of firms for further consideration. A proposal with all the requested information does not guarantee the proposed firm to be a candidate for an interview. The Selection Committee may contact references to verify material submitted by the Respondents. The LFCPA will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.
2. If needed, the Selection Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete most of the work on the project, but no more than 6 members total. The interview shall consist of a presentation of approximately thirty (30) minutes by the Respondent, preferably including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded.
3. The firms interviewed will then be re-evaluated by the described criteria (A through E) and adjustments to scoring will be made as appropriate after evaluation of the proposals.
4. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the Selection Committee, if suitable proposals are received.

The Lexington-Fayette County Parking Authority reserves the right to not consider any proposal determined to be unresponsive and deficient in any of the information requested for evaluation. The LFCPA also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

The LFCPA will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

SECTION 4: APPENDICES

Appendix A – General Description of Parking Garage Structures

Appendix B – General Provisions

Appendix C –Insurance Requirements

Appendix A

General Description of Parking Garage Structures--Note that the data presented, such as, number of spaces, square footage, number of levels, is our estimate. It is strongly suggested the consultant visit each parking garage to obtain the necessary data to assist them in response to RFP.

A. Helix Garage

- Located at 156 E. Main Street, between the Fayette County Clerk’s Office and the Division of Police on East Main Street in downtown Lexington.
- Constructed in 1966.
- It has 6 levels and approximately 389 parking spaces. There is one entrance ramp into the garage and one spiral ramp for exiting. Total square feet = approximately 190,000
- The structural system is a cast in place, conventionally reinforced slab and beam system utilizing regular weight concrete and steel rebar.
- Used mainly for Urban County Government employee parking and paid patron parking to conduct business with the Urban County Government, County Clerk, and Division of Police.
- Included in the 2013 restoration project were partial and full depth concrete repairs, expansion joints and the installation of a waterproof elastomeric membrane on Levels 2 through 6.
- Existing metal halide lighting fixtures replaced with fluorescent fixtures in 2013.
- Fluorescent lighting fixtures were retrofitted with LED tubes in 2016.
- Restoration work was performed in 2018-2019 including partial depth concrete repairs and waterproof elastomeric membrane repairs on level 6.
- MEP restoration work was performed in 2018-2019 including installation of emergency egress signage and emergency lighting and installation of additional interior garage lighting.
- Restoration work was performed in 2020-2021 including partial depth concrete repairs, beam and column repairs and the complete replacement of the waterproof elastomeric membrane on level 6 and a portion of level 2.
- New PARCS equipment was installed in 2020.
- Drawings of the garage are available for the selected consultant’s use.

B. Victorian Square Garage

- Located at 350 West Short Street in downtown Lexington.

- Constructed in 1984. The garage has a pedway which crosses over Broadway Street to a retail complex known as Victorian Square Shops. The scope of services to be performed will include review and possible repair of this pedway structure.
- It has 6 levels and approximately 381 parking spaces. Total square feet = approximately 130,000
- Used for monthly control card parking, transient and event parking. Garage mainly serves downtown office complexes entertainment venues and retail businesses.
- This garage is a post tensioned structure.
- Existing HPS lighting fixtures replaced with fluorescent fixtures with sensors in 2013.
- Fluorescent lighting fixtures were retrofitted with LED tubes in 2016.
- Restoration work was performed in 2018-2019 including partial and full depth concrete repairs and post tension cable repairs.
- MEP restoration work was performed in 2018-2019 including replacement of elevator lobby heaters, replacement of mechanical room exhaust fans, upgrade and replacement of existing emergency egress signage and installation of programmable HVAC thermostats in the Broadway shoppes tenant spaces.
- Restoration work was performed in 2020 including partial and full depth concrete repairs, post tension cable condition assessments and the replacement of the waterproof elastomeric membrane on Levels 2 and 6.
- A façade enhancement project involving a programmable LED lighting system and Live Wall planter system was installed in 2020.
- New PARCS equipment was installed in 2020.
- Drawings of the garage are available for the selected consultant's use.

C. Transit Center Garage

- Located at 150 East Vine Street, between S. Limestone and Beck Alley. Alternate entrances on High Street between Beck Alley and S. Limestone.
- Constructed in 1992
- The garage consists of 7 levels and 777 parking spaces. Total square feet = approximately 280,000
- Used mainly for Lextran Bus Depot, LFUCG, Gray Construction, Kentucky Utilities, United States Post Office, YMCA, and the University of Kentucky.
- The structural system is cast-in-place, post-tensioned slabs supported by cast-in-place, post-tensioned beams and cast-in-place, conventionally reinforced columns.
- The garage is a closed facility requiring mechanical ventilation.
- Existing HPS lighting fixtures replaced with fluorescent fixtures in 2013.
- Restoration work was performed in 2014, including partial and full depth concrete repairs, post-tension cable repairs, expansion joint replacement and the installation of a waterproof elastomeric membrane on Levels 6 and 7.
- Fluorescent lighting fixtures were retrofitted with LED tubes in 2016.
- Restoration work was performed in 2018-2019 including partial and full depth concrete repairs and post tension cable deck repairs, post tension cable beam repairs and repairs to the waterproof elastomeric membrane on levels 6 and 7.
- MEP restoration work was performed in 2018-2019 including replacement of mechanical room exhaust fans, upgrade and replacement of existing emergency egress signage, replacement of existing generator

related to sump pumps located on level 1, replacement of HID lighting on Lextran bus platform with sensor activated LED fixtures and replacement of existing garage exhaust fans with sensor activated system.

- The garage was converted to a gateless system in 2018, utilizing LPR cameras for access control and enforcement.
- An access control system is currently being installed throughout the facility, projected to be completed in Fall 2024
- Drawings of the garage are available for the selected consultant's use.

D. Courthouse Garage

- Located at 105 Barr Street between N. Limestone and Martin Luther King Blvd.
- Constructed in 1999.
- This garage consists of 9 levels and contains 530 parking spaces.
- The structural system is cast-in-place, post-tensioned concrete slabs supported by cast-in-place, post-tensioned concrete beams and cast-in-place, conventionally reinforced concrete columns.
- Used mainly for the Circuit and District Courthouses, Fayette County Sheriff's Office, U.S. Post Office, and Courthouse, and located conveniently near Windstream Communication, AAA Insurance, St. Peter and Paul Academy, Sayre Private Schools.
- Existing metal halide lighting fixtures replaced with fluorescent fixtures in 2013.
- Restoration work was performed in 2016, including partial depth concrete repairs, the installation of a waterproof concrete healer-sealer on Levels 1 through 6 and the installation of a waterproof elastomeric membrane on Levels 7 and 8.
- Fluorescent lighting fixtures were retrofitted with LED tubes in 2016.
- Restoration work was performed in 2018-2019 including partial depth concrete repairs and post tension cable condition assessments and replacement of existing masonry joint sealants.
- MEP restoration work was performed in 2018-2019 including the upgrade of elevator control system, installation of heat detectors in the elevator lobby areas and an assessment of the garage exhaust fan system.
- Restoration work was performed in 2020-2021 including partial depth and overhead concrete repairs, replacement of masonry joint sealants on facades.
- New PARCS equipment was installed in 2020.
- Drawings of the garage are available for the selected consultant's use.

Appendix B

General Provisions

The Proposer 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.

Termination for Cause - LFCPA may terminate a contract because a contractor fails to perform its contractual duties.

If a contractor is determined to be in default, LFCPA shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. LFCPA may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:

- Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract.
- Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376;
- Failure to diligently advance the work.
- The filing of a bankruptcy petition; or
- Actions that endanger the health, safety or welfare of LFCPA or its citizens.

At Will Termination - Notwithstanding the above provisions, LFCPA 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 LFCPA provided those goods or services were provided in a manner acceptable to LFCPA. Payment for those goods and services shall not be unreasonably withheld.

Assignment of Contract - The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of LFCPA. Any purported assignment or subcontract without the written consent by LFCPA shall be void. Proposer agrees that LFCPA shall consent to any request for assignment or subcontract in its sole discretion. If ownership of Proposer changes, Proposer or its successor firm shall notify LFCPA in writing within 30 days of the Proposer's receiving notice that its ownership is changing.

The Proposer must be duly organized and authorized to do business under the laws of Kentucky -Proposer must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary rights and lawful authority to enter this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter this Contract. The Proposer will provide LFCPA 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.

Governing Law - The Contract shall be governed by and construed in accordance with the laws of the State/Commonwealth of Kentucky. In the event of any proceedings regarding the Contract, the Parties agree that venue shall be the state courts of Kentucky. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to the Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

Ability to Meet Obligations - Proposer affirms there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer 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 Proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

Conflict of Interest - It shall be a breach of ethical standards for any employee of Respondent to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other matter pertaining to any contract, or subcontract, and any solicitation or Proposal therefore, in which to their knowledge -

- The RFP they, or any member of his immediate family has a financial interest therein; or
- A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract of Respondent as an inducement for the award of RFP.

Discrimination - The Respondent and any sub-contractors agrees that in the performance of this agreement they will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination.

Appendix C

Insurance Requirements

INSURANCE REQUIREMENTS

Insurance Requirements Insurance Requirements - Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040).

It is agreed Respondent shall always maintain in force during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by LFCPA -

COMMERCIAL GENERAL LIABILITY: via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations.

WORKERS' COMPENSATION (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

PROFESSIONAL LIABILITY (Architects and Engineers [A&E] coverage insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by LFCPA.