



University of Kentucky
Capital Project Management

222 Peterson Service Building
Lexington, KY 40506-0005
P: 859-257-5911
F: 859-323-1017
www.uky.edu/cpm

May 23, 2019

Capital Projects and Bond Oversight Committee
State Capitol Annex
702 Capital Annex, Room 34
Frankfort, KY 40601

Re: Request for Proposal – UK-1947-19

This letter is to inform you that we intend to utilize the “Construction Manager at Risk” project delivery method for the *Improve Good Samaritan Hospital Facilities*. We are submitting a copy of the RFP along with this letter.

We will be happy to provide any additional information or answer any questions you have regarding this RFP.

Sincerely,

A handwritten signature in cursive script that reads "Dall Clark".

Dall Clark, Associate Vice President
For Capital Planning, Design and Construction

Enclosures

cc: Brian Hoerr
Mike Mudd
Sandy Redmon
Business Office
File

see blue.



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-1947-19

Proposal Due Date – 4-16-19

Construction Management Services to
Improve Good Samaritan Hospital Facilities

Project No. 2501.0 - Magnetic Resonance Imaging

Project No. 2517.0 - Interventional Radiology



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	UK-1947-19	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	3-25-19	UNIVERSITY OF KENTUCKY
Title:	CM Services to Improve Good Samaritan	PURCHASING DIVISION
Purchasing Officer:	Hospital Facilities – MRI and IR	411 S LIMESTONE
Phone:	Mike Mudd	ROOM 322 PETERSON SERVICE BLDG.
	859-257-5409	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 4-16-2019 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	8
2.3 University Information.....	8
3.0 PROPOSAL REQUIREMENTS.....	10
3.1 Key Event Dates.....	10
3.2 Offeror Communication	10
3.3 Pre-Proposal Conference	11
3.4 Offeror Presentations	11
3.5 Preparation of Offers	12
3.6 Proposed Deviations from the RFP	12
3.7 Proposal Submission and Deadline	13
3.8 Modification or Withdrawal of Offer.....	13
3.9 Acceptance or Rejection and Award of Proposal	13
3.10 Rejection	14
3.11 Addenda.....	14
3.12 Disclosure of Offeror's Response	14
3.13 Restrictions on Communications with University Staff	14
3.14 Cost of Preparing Proposal.....	15
3.15 Disposition of Proposals	15
3.16 Alternate Proposals	15
3.17 Questions	15
3.18 Section Titles in the RFP	15
3.19 No Contingent Fees.....	15
3.20 Proposal Addenda and Rules for Withdrawal.....	15
4.0 PROPOSAL FORMAT AND CONTENT	17
4.1 Proposal Information and Criteria	17
4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	17
4.3 Transmittal Letter	17
4.4 Executive Summary and Proposal Overview	18
4.5 Criteria 1 - Offeror Qualifications	18

4.6	Criteria 2 – Project Team Qualifications.....	18
4.7	Criteria 3 – Services Defined	19
4.8	Criteria 4 – Scheduling Ability	19
4.9	Criteria 5 – Constructability and Interdisciplinary Coordination Review.....	19
5.0	EVALUATION CRITERIA PROCESS.....	20
6.0	SPECIAL CONDITIONS.....	22
6.1	Terms and Conditions	22
6.2	Contract.....	22
6.3	Special Conditions.....	22
6.4	Bonding.....	22
6.5	Additions, Deletions or Contract Changes	22
6.6	Competitive Negotiation	23
6.7	Appearance Before Committee	23
6.8	Construction Manager Cooperation in Related Efforts.....	23
6.9	Construction Manager Responsibility	23
6.10	Method of Award	23
6.11	Reciprocal Preference	24
6.12	Confidentiality.....	24
6.13	Conflict of Interest	24
6.14	University Brand Standards	25
7.0	SCOPE OF SERVICES	26
7.1	Construction Manager Services Defined – Project 2501.0 MRI and 2517.0 IR	26
7.2	Detailed Services Defined	27
7.3	Bid And Award Phase Services	28
7.4	Construction Phase Services.....	28
7.5	Post Construction Phase Services.....	30
7.6	Compliance With State Laws.....	30
8.0	FINANCIAL OFFER SUMMARY FORM.....	31
	Attachment "A" General Conditions for CM at Risk	
	Attachment "B" Contract Agreement between the University of Kentucky and C M At Risk	
	Attachment "C" Special Conditions for CM at Risk	
	Attachment "D" Current Schedule	
	Attachment "E" Staffing Matrix	
	Attachment "F" Medical Center Project Manual	
	Attachment "G" Bonds and Affidavit	

Attachment "H" MBE/WBE Participation Goals

1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky desires the services of an experienced and highly qualified construction management firm to provide "FULL SERVICE" construction management on the proposed projects. The Construction Manager (CM) selected will become a responsible, cooperative and contributing member of the Owner's professional team for the design and construction of the project. The Construction Manager (CM) will provide assistance and advice and provide management services to the Owner and design consultants to assure the project is completed within defined budget, program and schedule.

There are two (2) facility improvement projects to be completed at Good Samaritan Hospital:

- Project No. 2501.0 - UK HealthCare Good Samaritan Magnetic Resonance Imaging (MRI)
- Project No. 2517.0 – UK HealthCare Good Samaritan Interventional Radiology (IR)

Project 2501.0 UKGS MRI – The scope of this project is currently \$5.0 million with a total maximum construction budget of approximately \$2,125,000, to include costs for Construction Management Services as well as for the award of trade contracts.

Project 2517.0 UKGS IR – The scope of this project is currently \$5.4 million with a total maximum construction budget of approximately \$2,000,000, to include costs for Construction Management Services as well as for the award of trade contracts.

Each of the above projects will have their own budgets and must be managed as separate cost centers. However, the same CM Project Team shall manage both projects. During the construction phase each project will have a superintendent or superintendents dedicated exclusively to that project.

The contracts established for construction management services will be of a pure agency relationship through Phase 4 Bidding, and then convert to a "LUMP SUM, AT RISK" contract.

The Construction Manager (CM) will not be allowed to self-perform work or bid on any of the proposed work categories. The Construction Manager will hold all construction contracts.

The CM shall break the trade packages down such that there are no fewer than 7 trade contracts.

A Pre-Proposal Conference will be held @ 11:00 AM on April 1, 2019. Please see Section 3.3 for additional information.

The Scope of Services is further defined in Section 7.0 of this Request for Proposal (RFP).

In addition, the following Attachments apply to this RFP:

Attachment "A" General Conditions for CM at Risk

Attachment "B" Contract Agreement between the University of Kentucky and Construction Manager At Risk

Attachment "C" Special Conditions for CM at Risk

Attachment "D" Current Schedule

Attachment "E" Staffing Matrix

Attachment "F" Medical Center Project Manual

Attachment "G" Bonds and Affidavit

Attachment "H" MBE/WBE Participation Goals

2.2 **Background Information**

The patient volume at UKGS continues to grow and expand. Current UKGS patients who need IR services are transported to the main UK Healthcare Chandler hospital for necessary procedures. As a result of the forecasted needs of this hospital, expanded IR capabilities are necessary within the hospital facility. Expanded onsite services will decrease the current inefficiencies and timing factors related to the coordination and transportation of inpatients offsite for these services and gain operational efficiencies by supporting both inpatient and outpatient population within the main UKGS facility.

The projects will be phased as all functions of the hospital must remain operational throughout the duration of the renovation.

Project 2517.0 IR - The University of Kentucky Good Samaritan Interventional Radiology project will address the needed expansion of clinical services by renovating the current 18,820 GSF Diagnostic Imaging department located on the second floor. This area has a number of unused and minimally utilized spaces within the Radiology Department that can be repurposed to enhance operations of the clinical space.

Project 2501.0 MRI - The University of Kentucky project encompasses approximately 4,170 sf of renovations to the Medical Records Department on the First Floor of Good Samaritan Hospital to accommodate one new 1.5T MRI and one future 3T MRI, including support areas. The renovation is space above the Clean Sterile located in the Basement and below the Surgery Department located on the Second Floor.

2.3 **University Information**

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship Research University. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing;

Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens

can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

PHASE 1	
Release of RFP	3-25-2019
Pre-Proposal Conference (Optional)	4-01-2019 11 AM
Deadline for Written Questions	4/04/2019
RFP Proposals Due	3 p.m. Eastern Time on 4/16/2019
Evaluation of Proposals	4/22/2019
PHASE 2	
Notifications of Phase 2	4/23/2019
Deadline for written questions	4/25/2019
Offeror Presentations	5-07-2019
Contract Award*	Week of 5/13/2019

* Projected Date

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Mike Mudd
Purchasing Division
University of Kentucky
322 Peterson Service Building

Lexington, KY 40506-0005
Phone: (859) 257-5409
E-mail: mikemudd2@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 Pre-Proposal Conference

A pre-proposal conference will be held on 4-01-19 at 11:00 a.m. at Good Samaritan Hospital, room C010, conference room M, 310 S. Limestone, Lexington, Kentucky 40508 to allow prospective construction managers an opportunity to ask questions and clarify the University's expectations.

This conference provides offerors an opportunity for oral questions.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is optional. At this conference, the sites will be available for inspection.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to all questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

All Phase 2 Finalists shall be required to make a presentation to the evaluation committee. The interviews are scheduled to be held the week of 5/6/19. Actual interview times for the Phase 2 finalist will be scheduled at a later time. Also, an agenda for the Phase 2 finalist will be issued prior to the interviews.

The Financial Proposal shall be submitted only by the Offerors that are selected as Phase 2 Finalist for performing the Work. The Financial Proposal shall be a lump sum proposal to include all costs through warranty. Phase 2 Finalists must provide one (1) copy of the Financial Proposal at the interview presentation and addressed to:

Mr. Mike Mudd
Purchasing Division
University of Kentucky
411 South Limestone St.
322 Peterson Service Building
Lexington, KY 40506-0005

Financial Proposals shall be enclosed in envelopes to the above referenced address and shall show the solicitation number and the name and address of the Offeror on the face of the envelope.

The fee shall include no less than the services requested in the RFP, and as listed below:

- a. All pre-construction services and expenses
- b. All field office expenses
- c. All field staff expenses
- d. All office equipment and supplies
- e. All office maintenance and furnishings
- f. All communications services including phone and internet services
- g. All job-site computers, software and printers, including electronic submittals
- h. All project transportation costs including vehicles and travel
- i. All miscellaneous printing and photo costs for documents printed for the use of the CM's staff
- j. Costs for a thorough constructability and interdisciplinary coordination review of the Construction Documents. The Construction Manager will work with the University and the Designer of Record in identifying and preparing Bid Packages for soliciting trade representation. The University requires a minimum of seven (7) trade contracts, with more provided as appropriate.
- k. Detailed cost estimates at each design phase of the project, plus a final cost estimate broken down to correspond to the respective trade contracts to be bid.
- l. All overhead and profit
- m. Premium from performance and payment bonds shall assume a **\$2,125,000** construction cost for Project 2501.0 MRI and for Project 2517.0 IR **\$2,000,000** (construction costs will be the sum total of all trade contracts and the Construction Manager contract and will be adjusted after procurement of all trades).
- n) Premium for General Liability insurance shall assume a **\$2,125,000** construction cost for Project 2501.0 MRI and for Project 2517.0 IR **\$2,000,000** construction cost (construction costs will be the sum total of all trade contracts and the Construction Manager contract and will be adjusted after procurement of all trades)

3.5 Preparation of Offers

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: www.uky.edu/purchasing/bidlist.htm

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations

shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and six (6) printed copies in a single package, separate from the Financial Proposal.
- **Financial Proposal:** One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and six (6) printed copies in a single package, separate from the Technical Proposal.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to

make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any

University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 Questions

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1. Please address e-mail to mikemudd2@uky.edu or sbowlin@uky.edu.

3.18 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the

offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 – Project Team Qualifications
- Criteria 3 – Services Defined
- Criteria 4 – Scheduling Ability
- Criteria 5 – Constructability and interdisciplinary Coordination Review

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

- a) Please provide a brief narrative describing of the history of your firm. Identify the number of employees in your firm, and the ownership.
- b) Please provide an executive summary profile of your firm indicating the total annual volume of work; an overview of the firms resources; the approximate percentage of University related work versus other project types; a breakdown of your firms volume relative to CM @ Risk, CM Agency, Lump-sum negotiated, Lump- sum hard bid, design-build, etc.; Indicate whether your firm routinely self performs any trade work and if so the relative amount of self-performed work to the total volume. Indicate what resources, if any, your firm has regarding self-performed trade work. Provide any other information necessary to describe your core business parameters.
- c) Provide an organizational chart of your firm indicating the lines of authority for the senior personnel involved in performance of this contract and relationships of this staff to other programs or functions of the firm. This chart should show lines of authority to the next senior level of management beyond the project team level.
- d) Has your firm had a contract terminated for default in the last five years? If so, describe such incident.
- e) Indicate any other experience that demonstrates the qualifications of your firm for the performance of this contract.

4.6 Criteria 2 – Project Team Qualifications

- a) Please provide an organization chart, resumes of key team members, and brief description of roles and responsibilities. **Please provide a detailed staffing chart for construction indicating the on-site staffing that you recommend to adequately provide the construction management services requested. (Attachment E)**

- b) Please describe at least 5 projects of similar scale and complexity that members of the team have been involved and the level of their involvement.
- c) The CM must commit that staff identified in your proposal will actually perform the assigned work and be committed for the duration. Describe the level of commitment and the ability your firm has regarding this assurance and the stability of the proposed team.

4.7 Criteria 3 – Services Defined

- a) The CM should provide documentation of their understanding of the services requested in the RFP and contract documents.
- b) Your proposal must provide for the completion of all work necessary to accomplish the scope of work defined in this RFP. Include a complete description of the proposed approach and methodology to accomplish the work described. The plan must be in sufficient detail to convey to the evaluation team the CM's knowledge of projects of similar scale and complexity and the CM's knowledge of the requirements, demands, and constraints of this project.
- c) Explain how your firm/team approaches budgeting and budget maintenance to assure a successful completion within budget.
- d) Describe your firm's Disadvantaged Business Enterprise program and strategy for achieving DBE participation as well as your strategy to promote local trade, contractor, and vendor participation this project.

4.8 Criteria 4 – Scheduling Ability

- a) Explain how your firm/team approaches scheduling and schedule maintenance to assure a successful on time completion of the design and construction phases.
- b) Provide examples of schedules your firm has generated in support of projects of the size and complexity of this project.

4.9 Criteria 5 – Constructability and Interdisciplinary Coordination Review

- a) Describe the process your firm will undertake to accomplish a comprehensive constructability and interdisciplinary coordination review of the final construction documents for Bid Packages. Confirm this process will identify constructability problems and document related conflicts which will be corrected and incorporated into bidding documents to reduce RFI's and minimize change orders.
- b) Provide examples of the final products of such reviews and describe how their results can be productively incorporated into the construction documents.

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The University of Kentucky will use a multi-phase evaluation process as outlined below.

The evaluation will be based upon the information provided in the proposal, the Financial Proposal, additional information requested by the University for Clarification, information obtained from references and independent sources, and oral presentations, if requested.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.1 through 4.9. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in the Transmittal Letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The evaluation of responsive proposals shall then be completed by an evaluation committee and will be evaluated strictly in accordance with the requirements set forth in this RFP, including any addenda that are issued.

Phase 1 Evaluation Process and Scoring

The evaluation committee shall review proposals and each committee member shall independently score each proposal based on the Phase 1 Evaluation Criteria contained in this document. The score as determined by each evaluation committee member will be averaged to determine the Phase 1 committee composite score for each Offeror. Insofar as it is practical, no less than two (2) Offerors will be selected to participate in Phase 2.

A minimum score to proceed to Phase 2 is 75.

The relative weight and available points/score of the criteria for Phase 1 is defined below:

Qualifications - Firm	20 Points
Project Team Qualifications	30 Points
Services Defined	30 Points
Scheduling Ability	10 Points
<u>Constructability and Interdisciplinary Coordination Review</u>	<u>10 Points</u>
Maximum Points available for Phase 1	100 Points

Phase 2 Evaluation Process and Scoring

Each Offeror selected to participate in Phase 2 shall be required to participate in a Presentation before the evaluation committee and shall submit a Financial Proposal. Phase 2 finalist may also be required to submit additional information as requested by the University.

Phase 2 Step 1 - The Phase 2 Presentations and any additional information supplied by the finalist shall be evaluated and ranked by the evaluation committee members, who shall not have knowledge of the Financial Proposal component. Each evaluator shall independently evaluate the Phase 2 non price offers and indicate a ranking (1st, 2nd, 3rd, etc...).

The evaluation committee shall then discuss and determine the ranking for each Offeror. The relative weight and available points/score of the criteria for Phase 2 Step 1 is defined below:

<u>Rank</u>	<u>Points/Score</u>
1st	100 Points
2nd	75 Points
3rd	50 Points
4th or below	25 Points

The total maximum points/scores available for the Non Price committee composite score for Phase 2 Step 1 will be 100 points/score.

Phase 2 Step 2 - A total average Non-Price score for Phase 1 and for Phase 2 Step 1 shall be calculated for each Offeror taking part in Phase 2. The maximum points/score available for Non-Price Score will be 200. The Offerors shall have their Non-Price Score determined by applying the following formula:

$$\text{Phase 1} + \text{Phase 2 Step 1} = \text{Phase 2 Step 2 Non-Price Score}$$

Phase 2 Step 3 - The Financial Proposals are evaluated in Phase 2 Step 3. The maximum points/score available for Offeror’s Financial Score will be 200. The Offeror proposing the lowest price/score shall receive the maximum price/score of 200 points. The Offerors shall have their price/score determined by applying the following formula:

$$\frac{\text{Lowest price}}{\text{Offeror’s price}} \times 200 = \text{Offeror’s Financial Score}$$

Phase 2 Step 4 - The Offeror with the highest point total from Phase 2 Step 2 plus Phase 2 Step 3 shall receive the award unless the Financial Proposal is in excess of the authorized budget. If two or more of the Offerors achieve the same highest point total at the end of the final phase scoring, the purchasing officer shall request best and final proposals from each Offeror. The Offerors shall have their price/score determined by applying the following formula:

$$\text{Non Price Score (Phase 1 and Phase 2)} + \text{Offeror’s Financial Score} = \text{Offeror’s Total Score}$$

The financial evaluation of this work will be based on the total lump sum for the two projects.

Total Evaluation Scoring

The relative importance and available points/score of the criteria for Phase 2 is defined below:

Maximum Financial Proposal Point/Score	200 (50%)
Maximum Non Price Points/Score for Phase 1 and Phase 2	200 (50%)
Maximum Points available for Financial and Non Price Score	400 Points

The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

6.0 SPECIAL CONDITIONS

6.1 Terms and Conditions

The General Conditions of the Contract for Construction by a Construction Manager at Risk are attached as Attachment "A".

6.2 Contract

The Contract between University of Kentucky and Construction Manager at Risk are attached as Attachment "B".

The proposal shall include pricing for all phases as described herein.

6.3 Special Conditions

The Special Conditions of the Contract for Construction by a Construction Manager are attached as Attachment "C"

6.4 Bonding

Only Phase 2 Offerors shall submit a bid guarantee of not less than five (5%) percent of the amount of the base bid.

A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the RFP and/or General Conditions.

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond as defined in the Agreement, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void.

The Construction Manager shall provide a Performance and Payment Bond initially in the amount of the Construction Management Service fee and, subsequently, the Construction Manager shall provide performance and payment bonds for each phase of the Work to be performed under the Contract at such time the phase of the Work is awarded, each in a penal amount equal to the dollar amount for the Work included in the applicable phase.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Director

of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.7 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.8 Construction Manager Cooperation in Related Efforts

The University of Kentucky reserves the right to undertake or award other contracts for additional or related work. The Construction Manager shall fully cooperate with such other Contractors and University employees and carefully fit their work to such additional work. The Construction Manager shall not commit or permit any act, which will interfere with the performance of work by any other Contractor(s) or by University employees. This clause shall be included in the contracts of all parties with whom this Construction Manager will be required to cooperate. The University shall equitably enforce this clause to all parties, to prevent the imposition of unreasonable burdens on any Construction Manager

6.9 Construction Manager Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.10 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.11 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.12 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.13 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or

relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.14 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/pmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ourbrand.ukhealthcare.org>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

7.0 SCOPE OF SERVICES

7.1 Construction Manager Services Defined – Project 2501.0 MRI and 2517.0 IR

The Construction Manager (CM) will provide the following services:

- Design Phase (Estimating, Budget Reconciliation, and Constructability Reviews for each phase, Schematic through Construction Documents)
- Bid and Award
- Construction, including Acceptance
- Post Construction, including Warranty.

The CM, in consultation with the Designer of Record for each project and the University will recommend the deliverables of project schedule consistent with Bid Packages necessary to complete the construction within the specified time. The Designer of Record for Project 2501 is Stengel Hill Architects. The Designer of Record for Project 2517.0 should be selected on or about March 27, 2019. Subject to the approval by both the Designer of Record, and University, the CM will assume the lead in maintaining the project schedule, bidding, construction progress, facility acceptance, and all post construction activities.

A. Preliminary Project Schedule for Project 2501.0 MRI:

The proposed schedule for this project is as follows:

Design Development Complete	March 28, 2019
Construction Documents complete	May 10, 2019
Bid and award trade contracts	July 10, 2019
Begin construction	July 23, 2019
Substantial Completion – All Project Phases	March 23, 2020

B. Preliminary Project Schedule for Project 2517.0 IR:

The proposed schedule for this project is as follows:

Schematic Design Complete	May 21, 2019
Design Development Complete	July 16, 2019
Construction Documents complete	September 3, 2019
Bid and award trade contracts	October 15, 2019
Begin construction	November 4, 2019
Substantial Completion	August 6, 2020

C. Proposal Submittal Requirement

Each Offeror shall provide information, documentation and other necessary materials that best demonstrates and informs the University of the firm's abilities, professional competence, experience and expertise that will enable the firm to provide the construction management services desired. Demonstrated experience and success in promoting and achieving project MBE/WBE participation is desirable. Each Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.

D. Construction Management Team

The ultimate success of the project is dependent on the skills and expertise of the CM Project Manager and the individuals assigned to provide the services required. The proposal shall provide detailed information on the key personnel and support staff proposed to be assigned on this project. The CM Project Manager is the individual who is assigned to the project to provide overall management during both design and construction and who has the total responsibility for the successful completion of the project. **The CM Project Manager and all Superintendents shall have at least five (5) years experience, within the past 10 years, managing projects within an operational hospital.** This submittal should include responsibilities of each team member along with resume and qualifications of each member proposed. The individuals named shall be available for assignment to this project. Team members proposed and/or assigned must be available for the duration of the project and cannot be changed or reassigned without the approval of the University of Kentucky. The University of Kentucky may request team members be replaced at any time.

Please complete the attached matrix entitled "Construction Phase Staffing Matrix", Attachment "E" providing the staffing level you would recommend for the duration of construction activities.

E. Construction Management Experience

The proposal submittal shall include projects completed or that are still under construction that demonstrates your experience in supplying construction management services on projects of similar size, type and complexity as the University of Kentucky's Good Samaritan Hospital Facilities MRI and IR projects. The Owner's and the design consultant's contact person(s) on each of the projects listed shall be provided along with current telephone numbers. The submittal should include a written narrative on how your organization managed the design and construction process on these projects. Select relevant projects. The projects selected should be projects completed by the personnel that will supply management services for this project.

7.2 Detailed Services Defined

F. Design Phase Services

The University intends to retain the Design Team for Project 2517.0 on or about March 27, 2019. Stengel Hill Architects has been contracted to provide design and conventional architectural contract

administration services for the Project 2501.0. The CM, in consultation with Design Teams and the University, will take the lead and develop the remainder of the project schedule, subject to approval by the University.

The CM shall:

1. Provide all construction scheduling as defined above, including the development of a CPM type master schedule for all significant activities during the pre-construction period. Also, prepare a CPM type master construction schedule for inclusion in the construction contract documents.
2. Assist the University and the design consultant in determining the best practice for bidding the project. This may be to bid the entire project (all phases) at one time or may require issuing smaller bid packages at different times to coincide with phasing of construction. The goal would be to accelerate delivery and minimize project cost.
3. Prepare required detailed construction cost estimates to support the design process.
4. Prepare a report containing detailed value engineering assessments at the end of each phase of design. The report shall consider cost estimates, value engineering estimates, constructability, materials and construction techniques, sequencing of construction, separation of contracts, etc. Recommend action, if required, to maintain project budgets and schedule.
5. Participate in design development phases and progress review sessions for the purpose of providing input with respect to constructability, contractability, value engineering, scheduling, and document development. In addition the Construction manager will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
6. Provide Special Conditions for approval by the Design teams and the University and for inclusion in bidding and contract documents.
7. Identify and recommend the most cost effective work categories, and provide the methods and means to clearly identify and define these cost effective construction categories, and their responsibilities to be included in the specifications and drawings.

7.3 Bid And Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to insure that all bidding activities result in qualified contractors for the lowest possible costs.
- 2) Bids will be solicited by the University in accordance with the Commonwealth of Kentucky Model Procurement Code (KRS 045A). The CM will participate in the post bid evaluation and verification of the qualifications of the firms submitting apparent low bids for each of the bid packages for the project to assist in the determination of the proposals representing the best value to the University.
- 3) As each trade contract and/or purchase order is executed by the CM, the contract between the CM and the University shall be adjusted by an equal amount so that the total contract sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus the base fee for CM Services previously established during Phase II of the CM selection process.

7.4 Construction Phase Services

The CM shall:

- 1) Enter into direct contracts with all Trade Contractors and Suppliers.

- 2) Assume the responsibility for the overall administration of construction contracts.
- 3) Provide full-time staff throughout construction for the purpose of monitoring, managing, inspecting, scheduling, and coordinating the timely progress, performance, quality and contract compliance of the trade contractors and suppliers.
- 4) Schedule and conduct meetings, as necessary, and prepare and distribute meeting minutes.
- 5) Develop and maintain a detailed master construction schedule in a format compatible with Primavera P6 scheduling software.
- 6) Develop an equipment delivery schedule (spreadsheet) to include all medical equipment shown on the design documents. This schedule will define all equipment delivery (ROJ) dates and serve to guide equipment purchasing activity throughout the project.
- 7) Request pricing, review and negotiate costs, and make recommendations on all necessary changes to the contracts and/or purchase orders. The contract between the CM and the University shall be amended by change order so that the total sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus approved change orders to the trade contracts and purchase orders, plus the base fee previously established and described in Section 7.3.2, Par. 4, Bid and Award Phase Services, above.
- 8) Coordinate construction interfaces, methods, techniques, and sequences. The Design Team is utilizing Building Imaging Modeling (B.I.M.) to coordinate building systems and to help minimize space conflicts. To that end, the selected Construction Management Firm shall also use B.I.M. for coordination of the construction work, for conflict resolution and in conjunction with the design consultants. Any B.I.M. application used must be compatible with Revit Architecture as manufactured by Autodesk.
- 9) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 10) Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc.. Prepare Budget Cost Summary Reports as required but no less frequently than monthly.
- 11) Coordinate all requirements of project commissioning and close-out procedures including but not limited to: inspections, Owner's orientation and familiarization, training of Owner's personnel, and collection of all electronic close-out documents. Develop with Owner an occupancy schedule.
- 12) Represent the owner, moderate, seek solutions, make recommendations or take other appropriate actions in matters relating in disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of this project.
- 13) Develop and maintain electronic systems for reporting and retrieval of project information.

Note: Construction Phase Services as noted above should assume the durations listed in the enclosed schedule (Attachment "D") as well as the staffing levels dictated by the Staffing Matrix.

The University intends to conduct a reassessment of the schedule with full participation and agreement of the entire team. Should that effort alter these durations then the CM's Construction Phase Services will be amended accordingly and agreed to prior to start of the construction phase.

7.5 Post Construction Phase Services

The CM shall:

- 1) Warrant to the Owner and the Consultant that all materials and equipment furnished under the Trade Contracts and Purchase Orders shall be new and in accordance with the requirements of the contract documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents
- 2) Guarantee that labor, material, and equipment shall be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract.
- 3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents.

7.6 Compliance With State Laws

Any contract resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41CFR, Part 60). The successful firm will be required to provide certificates of insurance showing proof of general, vehicle liability and Worker's Compensation insurance and a 100% Performance and Payment Bond for the full amount of the fee negotiated during Phase II of the selection process, adjusted to equal the total contract sum as described above. The CM fee should reflect bonding and insuring each project for the full stipulated amount of **\$2,125,000 for Project 2501.0 MRI and \$2,000,000 for Project 2517.0 IR**, however the actual bonds will not be required until the trade/work categories are awarded. For example, if the CM fee is \$1 million, then the University requires a bond for \$1 million and as each trade/work category is awarded the bonds shall be increased to cover the awarded amount up to the stipulated amount.

8.0 FINANCIAL OFFER SUMMARY FORM

The Financial Offers are not required with the first Phase submittal. It will be requested from the firms that are moved to Phase 2 of the process based on the Evaluation Criteria Process defined in Section 5.0 of this RFP.

Please provide a lump sum firm fixed fee quotation to perform the Construction Management services required for the design, bidding, construction and post construction phases of the project.

The “Financial Score” used in the selection process will be based on the “Total Cost for the Project” (see below). Bidding, construction and post-construction phase services will later be added by amendment to the initial contract (also ref. Article 5.0, EVALUATION CRITERIA PROCESS, Phase 2 Step 3).

A. Financial Offer for Project No. 2501.0 - Magnetic Resonance Imaging (MRI)

Design Phase Services (to include detailed cost estimates, constructability and interdisciplinary coordination reviews for each design phase).

\$ _____

Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)

\$ _____

Construction Phase Staffing Services
(based on the Construction Staffing Matrix)

\$ _____

Construction Phase jobsite general conditions

\$ _____

Bonds

\$ _____

Insurance

\$ _____

Overhead & Profit

\$ _____

Post Construction Phase Services

\$ _____

Total Cost for the Project

\$ _____

B. Financial Offer for Project 2517.0 Interventional Radiology (IR):

Design Phase Services (to include detailed cost estimates, constructability and interdisciplinary coordination reviews for each design phase).

\$ _____

Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)

\$ _____

Construction Phase Staffing Services
(based on the Construction Staffing Matrix)

\$ _____

Construction Phase jobsite general conditions

\$ _____

Bonds

\$ _____

Insurance

\$ _____

Overhead & Profit

\$ _____

Post Construction Phase Services

\$ _____

Total Cost for the Project

\$ _____

The financial evaluation of this work will be based on the total lump sum for both projects.