

March 3, 2021

Senator Rick Girdler, Co-Chair
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Room 34, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601

Subject: Mobile Testing and Vaccination Clinic Vehicle and Refrigerated Trailer

Dear Senator Girdler and Representative Freeland:

Pursuant to KRS 45.760(5), the University of Kentucky hereby reports the purchase of medical equipment in excess of \$200,000. Money specifically budgeted and appropriated by the General Assembly for another purpose or program is not being used to acquire this item.

The purchase of the mobile testing and vaccination clinic vehicle and refrigeration lab trailer will allow UK to provide medical testing and vaccinations to under-represented communities in Lexington and the Commonwealth. The mobile refrigeration trailer will ensure medical supplies, like vaccines, are protected until used. This equipment will be located at a secure UK Police Department storage area when not in use. The total cost is \$447,532 (\$365,550 vaccination clinic vehicle and \$81,982 refrigerated trailer) and was acquired with restricted agency funds.

Please advise if you have questions or if you would like additional information.

Sincerely,



Angela S. Martin, CPA
Vice President for Financial Planning and Chief Budget Officer

cc: Elizabeth Baker
Anthony Beatty
William Coleman

see blue.



February 11, 2021

Ms. Katherine Halloran
700 Capitol Ave
Frankfort, Kentucky 40601

Re: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight
Committee ("Bond Oversight Committee")

Dear Ms. Halloran:

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$40,640,000 (est.)
Fayette County
School District Finance Corporation
School Building Revenue Bonds,
Series of 2021

Please be advised that the enclosed costs are estimated. Actual costs will not be known until the bonds are sold. Please be advised that no tax increases are necessary to support this financing.

We hereby request that the above bond issue be considered by the Bond Oversight Committee at its next meeting.

If you need any additional information, please do not hesitate to call me at 502.588.1829.

Sincerely,

/s/ Alex Perdue

Alex Perdue
Analyst

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$40,640,000
Issue Name:	Fayette County School District Finance Corporation School Building Revenue Bonds, Series of 2021
Purpose:	Construction of a new middle school at Polo Club Blvd.
Projected Sale Date of Bonds:	September 7, 2021
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "A1" – Moody's
Bond Counsel:	Rubin & Hayes
Fiscal Agent:	Baird

Date Received by SFCC:

/ /
/ /

To be filled in by SFCC

Date Scheduled for Committee Review:

/ /
/ /

To be filled in by SFCC

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$40,640,000	\$40,640,000
% Share of total Bonds:	0%	100%	100%
Estimated average annual debt service:	0	2,342,161.14	2,342,161.14
Estimated debt service reserve:	0	0	0
Estimated Costs of Issuance (1):			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	0	158,650	158,650
Special Tax Counsel	0	0	0
Number Verifications	0	0	0
Bond Rating	0	62,500	62,500
Underwriter's Discount	0	812,800	812,800
Paying Agent/Escrow Agent Bank	0	3,500	3,500
Total Cost of Issuance:	0	1,037,450	1,037,450

Anticipated Interest Rates:

1 Years: 0.31%	5 Years: 0.48%	
10 Years: 1.14%	20 Years: 2.03%	

(1) Actual costs will not be known until the bonds are sold.

Memo

To: LRC
From: Lincoln Theinert
Subject: Bond Payee Disclosure Form Johnson County School District Series 2021
Date: February 22, 2021
cc: File

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing for the Johnson County School District.

If you should have any questions or require any additional information, please do not hesitate to contact our office.

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$ 2,220,000
Issue Name:	Johnson County School District Finance Corporation Energy Conservation Revenue Bonds, Series 2021
Purpose:	District Wide Energy Conservation Improvements
Projected Sale Date of Bonds:	30-Mar-21
First Call Date:	3/01/28 @ 100
Method of Sale:	Competitive Bids
Place/time of sale:	PARITY/SFCC
Bond Rating:	Moody's: "A1"
Bond Counsel:	Step toe & Johnson, Louisville, KY
Fiscal Agent:	Ross, Sinclair & Associates, Lexington, Kentucky
Date received by SFCC:	<input type="text"/> To be filled in by SFCC
Date scheduled for Committee review:	<input type="text"/> To be filled in by SFCC

Month Day Year

Estimated par amount of Bonds:
 % Share of total Bonds:
 Estimated average annual debt service:
 Estimated debt service reserve:

General Fund Portion	Local Portion	Total
\$ 1,276,756	\$ 943,244	\$ 2,220,000
57.51%	42.49%	
\$ 85,984	\$ 63,523	\$ 149,507
\$ 0	\$ 0	\$ 0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc.
 Special Tax Counsel
 Number verifications
 Bond Rating
 Underwriter's Discount
 Bank Fee
 Total Cost of Issuance:

\$ 121,093	\$ 89,462	\$ 210,555
\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0
\$ 5,464	\$ 4,036	\$ 9,500
\$ 25,535	\$ 18,865	\$ 44,400
\$ 2,157	\$ 1,593	\$ 3,750
\$ 154,249	\$ 113,956	\$ 268,205

Anticipated Interest Rates:

5 Years: 2.00% 10 Years: 2.40% 15 Years: 2.70%
 20 Years: 3.30%

Note: No Local Tax increase is required.



February 17, 2021

Ms. Katherine Halloran
700 Capitol Ave
Frankfort, Kentucky 40601

Re: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight
Committee ("Bond Oversight Committee")

Dear Ms. Halloran:

Enclosed please find a Bond Payee Disclosure form for the following bond issue:

\$1,310,000 (est.)
Marshall County
School District Finance Corporation
School Building Revenue Bonds,
Series of 2021

Please be advised that the enclosed costs are estimated. Actual costs will not be known until the bonds are sold. Please be advised that no tax increases are necessary to support this financing.

We hereby request that the above bond issue be considered by the Bond Oversight Committee at its next meeting.

If you need any additional information, please do not hesitate to call me at 502.588.1829.

Sincerely,

/s/ Alex Perdue

Alex Perdue
Analyst

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$1,310,000
Issue Name:	Marshall County School District Finance Corporation School Building Revenue Bonds, Series of 2021
Purpose:	Roof renovations at various elementary schools and a tech center as well as the construction of two FMD rooms at Marshall County High School.
Projected Sale Date of Bonds:	May 10, 2021
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "A1" – Moody's
Bond Counsel:	Rubin & Hays
Fiscal Agent:	Baird

Date Received by SFCC:

/ /
/ /

To be filled in by SFCC

Date Scheduled for Committee Review:

/ /
/ /

To be filled in by SFCC

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$1,310,000	\$1,310,000
% Share of total Bonds:	0%	100%	100%
Estimated average annual debt service:	0	84,201.65	84,201.65
Estimated debt service reserve:	0	0	0
Estimated Costs of Issuance (1):			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	0	14,100	14,100
Special Tax Counsel	0	0	0
Number Verifications	0	0	0
Bond Rating	0	10,000	10,000
Underwriter's Discount	0	26,200	26,200
Paying Agent/Escrow Agent Bank	0	4,000	4,000
Total Cost of Issuance:	0	54,300	54,300

Anticipated Interest Rates:

1 Years: 1.05%	5 Years: 1.40%	
10 Years: 2.35%	20 Years: 2.83%	

(1) Actual costs will not be known until the bonds are sold.



**University of Kentucky
Purchasing Division
Capital Construction
Procurement**

373 Peterson Service Building
411 South Limestone Street
Lexington, KY 40506
P: 859-257-9102
F: 859-257-1951
www.uky.edu

February 25, 2021

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

Re: Request for Proposal -UK-2147-21

This letter is to inform you that the University of Kentucky - Construction Procurement, intends to utilize the "Construction Manager at Risk" project delivery method for the Renew/Modernize Delta Gamma Greek Housing. We are submitting a copy of the Request for Proposals (RFP) along with this letter.

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

Sincerely,

Ken Scott
Ken Scott
Purchasing Division
University of Kentucky
373 Peterson Service Building
411 South Limestone
Lexington, KY 40506-0005

cc: Angela Walton
Matt Spalding
CPMD Business Office

see blue.

An Equal Opportunity University



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2147-21

Proposal Due Date - 03/04/2021

Construction Management Services for
Construct/Improve Greek Housing (Delta Gamma
Renovation/Addition)

Project 2555.0



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-2147-21	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	2/18/2021	UNIVERSITY OF KENTUCKY
Title:	Construct/Improve Greek Housing (Delta Gamma Renovation/Addition)	PURCHASING DIVISION
Purchasing Officer:	Ken Scott	411 S LIMESTONE
Phone:	(859) 257-9102	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 03/04/2021 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:

Table of Contents

1.0 DEFINITIONS	5
2.0 GENERAL OVERVIEW.....	6
2.1 Intent and Scope	6
2.2 Background Information	7
2.3 University Information.....	7
2.4 Supplier Diversity and Procurement.....	9
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	13
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.....	14
3.15 Disposition of Proposals	14
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.....	Error! Bookmark not defined.
4.0 PROPOSAL FORMAT AND CONTENT	15
4.1 Proposal Information and Criteria	15
4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	16

4.3	Transmittal Letter	16
4.4	Executive Summary and Proposal Overview	16
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.....	19
6.0	SUPPLEMENTAL 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	23
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	24
6.10	Method of Award	24
6.11	Confidentiality.....	24
6.12	Conflict of Interest	25
6.13	University Brand Standards	25
7.0	SCOPE OF SERVICES	26
7.1	Preliminary Project Schedule:.....	26
7.2	Proposal Submittal Requirement	26
7.3	Construction Management Team.....	27
7.4	Construction Management Experience	27
7.5	Design Phase Services	27
7.6	Bid and Award Phase Services.....	28
7.7	Construction Phase Services.....	28
7.8	Post Construction Phase Services.....	30
7.9	Compliance with State Laws.....	30
8.0	FINANCIAL OFFER SUMMARY FORM.....	31

8.1 Additional Cost to Complete..... 31

Attachments:

- Attachment "A" General Conditions for CM at Risk
- Attachment "B" Contract Agreement between the University of Kentucky and CM at Risk
- Attachment "C" Special Conditions for CM at Risk
- Attachment "D" Current Schedule
- Attachment "E" Staffing Matrix
- Attachment "F" Bonds and Affidavit
- Attachment "G" DBE Participation Goals
- Attachment "H" Tree Protection Standards

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/offerors' 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.

This project currently has a total maximum construction budget of approximately \$4,400,000, to include costs for Construction Management Services as well as for the award of trade contracts, including all CM related activities. Project will include an early abatement and demolition package to be completed Summer 2021 after residents vacate the property. Renovation of existing building includes (11,380 GSF) and new Addition (2,500 GSF +/-). Interior modernization includes building systems upgrades, accessibility upgrades, reconfiguration of interior spaces, and interior finish material upgrades. Addition will include expanded useable programmatic space along with a new elevator for the building.

The University of Kentucky will only be awarding Pre-Construction Services at the onset, until the project is fully funded.

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 12 trade contracts.

A Pre-Proposal Conference will be held on 02/22/2021 at 3:00 PM on Zoom. 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 CM at Risk
- Attachment "C" Special Conditions for CM at Risk
- Attachment "D" Current Schedule
- Attachment "E" Staffing Matrix
- Attachment "F" Bonds and Affidavit
- Attachment "G" DBE Participation Goals
- Attachment "H" Tree Protection Standards

2.2 Background Information

The building was constructed in 1963 and while there have been minor interior improvements in select areas previously, there have not been any major modifications to the building or its systems so that it functions for today's standards. This project seeks to update the building to provide for the sorority's current needs, display who they are as an organization and create an aesthetic that fits within the surrounding context of the recently improved Greek Housing Block.

Updating the Delta Gamma House ensures the future of the chapter on UK's campus by appealing to past, present and potential members of Delta Gamma and by engaging with the campus and demonstrating the chapter's continued vitality on the corner of Pennsylvania Court and Columbia Ave.

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.

2.4 Supplier Diversity and Procurement

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors
- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	02/18/2021
Pre-Proposal Conference	02/22/2021
Deadline for Written Questions (Phase 1)	3 p.m. Eastern Time on 02/25/2021
RFP Proposals Due	3 p.m. Eastern Time on 03/04/2021
Evaluation of Phase 1 Proposals	03/05/2021
Phase 2 Finalist Notification:	03/08/2021
Deadline for Written Questions (Phase 2)	03/11/2021
Offeror Presentations*	03/24/2021
Offeror Financial Proposal	03/24/2021
Contract Award*	03/31/2021

*projected dates

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. Ken Scott
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9102
Fax: (859) 257-1951
E-mail: Kenneth.Scott@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 in Lexington, Kentucky on 02/22/2021 on Zoom to allow prospective contractors 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 scope of services will be discussed in detail and copies of prior year financial reports will be distributed.
- 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.

Join from PC, Mac, Linux, or mobile device: <https://uky.zoom.us/j/87289594019>

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 on **Wednesday, March 24, 2021**. 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. Ken Scott
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. There will be an early abatement and Demolition Trade package for construction services to be provided after residents vacate the space summer 2021.
- k. Detailed, independent cost estimates at the Construction Document phase of the project, plus a final cost estimate broken down to correspond to the respective trade contracts to be bid. A joint effort cost estimate with Design Team will be created at the Design Development Phase.
- l. All overhead and profit
- m. Premium from performance and payment bonds shall assume a **\$4,400,000** 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).
- n) Premium for General Liability insurance shall assume a **\$4,400,000** 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 (1) printed copy and two (2) digital (pdf) copies of each technical proposal under a sealed cover, prior to **3:00 P.M. Lexington, KY. time on Thursday, March 4, 2021** and addressed to:

Mr. Ken Scott
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005

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.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

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.

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 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.

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.

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.

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.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?

5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company’s commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80
	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

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.
- b) **Complete and provide the detailed staffing chart for construction indicating the on-site staffing that you recommend to adequately provide the construction management services requested.** Refer to Attachment (“E”) Staffing Matrix.
- c) Please describe at least 5 projects of similar scale and complexity to which project members of the team have been involved and the level of their involvement. Provide the project name, size, cost, date, firm role, team member role, and owner contact information.
- d) 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 SUPPLEMENTAL 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 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.

6.12 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.

6.13 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 follow all applicable Federal disability's 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

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

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

The CM, in consultation with the Designer of Record (Lord Aeck Sargent) and the University, will recommend the deliverables of project schedule consistent with Bid Packages necessary to complete the construction within the specified time. Subject to the approval by both the Designer of Record (Lord Aeck Sargent) and University the CM will assume the lead in maintaining the project schedule, bidding, construction progress, facility acceptance, and all post construction activities.

7.1 Preliminary Project Schedule:

The proposed schedule for this project is as follows:

Early Abatement and Demo Bid Package Final Construction Documents presented to CPMD	4/23/2021
Early Abatement and Demo Bid Package Final Construction Begins	5/24/2021*
Phase III Final Construction Documents presented to CPMD	06/17/2021
Phase III Project Advertised for Bids	07/14/2021
Phase III Bid Date	08/10/2021
Phase III Post Bid Reviews	08/11/2021
Phase III Contracts Awarded	08/13/2021
Phase III Construction Begins	08/16/2021
Substantial Completion - All Trade Contracts	07/20/2022
Final Completion - All Trade Contracts	08/03/2022

* Contingent upon review by CM and house being unoccupied.

7.2 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.

The submittal response should be focused with straight forward concise descriptions of the firm's capabilities. In keeping with this requirement, the Offeror's response to this request should be no more than (50) fifty pages, not including any preprinted firm information and brochures. Broad scope of services that may be required on this project include, but not necessarily be limited to those described below:

7.3 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. 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 "Staffing Matrix", Attachment "E" providing the staffing level you would recommend for the duration of construction activities.

7.4 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. 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.

7.5 Design Phase Services

- The University has retained the firm of Lord Aeck Sargent, Lexington, KY to provide design and conventional architectural contract administration services for the project. The CM, in consultation with Lord Aeck Sargent and the University, will take the lead and develop the remainder of the project schedule, subject to approval by both Lord Aeck Sargent and the university.

The CM shall:

1. Provide all project 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 feasibility of issuing of early bid packages or phasing of construction.
3. Prepare required detailed construction cost estimates to support the design process. Each estimate will be reconciled with an estimate compiled by the design team's cost consultant.

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 Phase II Design Development and Phase III Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, 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 Lord Aeck Sargent 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.
8. Coordinate with Design Team for development of the scope packages to ensure all scopes are clearly outlined and involve the Design Team in the Post Bid Scope Reviews between the Construction Manager and the apparent low bidders.

7.6 Bid and Award Phase Services

- 1) The CM shall assist the Owner's Capital Construction Procurement Division to ensure 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.

7.7 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) 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.
- 7) 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.
- 8) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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 "E") 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.

7.8 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.

7.9 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 the project for the full stipulated amount of **\$4,400,000**, 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 Offer is 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) although an initial contract will be awarded for Design Phase Services only. 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).

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 Standardization Matrix)

\$ _____

Construction Phase jobsite general conditions

\$ _____

Bonds

\$ _____

Insurance

\$ _____

Overhead & Profit

\$ _____

Post Construction Phase Services

\$ _____

Total Cost for the Project

\$ _____

8.1 Additional Cost to Complete

Additional fees for work the Owner requires on the part of the Construction Manager beyond the scope of services of this Request for Proposal shall be negotiated based on the additional services required.