

April 29, 2022

Senator Rick Girdler, Co-Chair,
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 34
702 Capitol Avenue
Frankfort, Kentucky 40601

Subject: Sundry Medical and Research Equipment

Dear Senator Girdler and Representative Freeland and Honorable Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §45.760(5), the University of Kentucky hereby reports the purchase of the following item of research 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.

A HIL Real-Time Simulator has been purchased from Opal-RT Technologies for use by the College of Engineering. The HIL system is a real-time hardware-in-the-loop simulator that will be employed for research studies with particular emphasis on transmission and distribution electric power systems, integration of variable, distributed, and renewable energy resources, power electronic converters, and components and systems for the electrification of transportation. The total cost of the research equipment was \$206,534.25 and the equipment was purchased with private funds. This item will be located at the College of Engineering's SPARK Laboratory in the Grehan Building in Lexington, Kentucky.

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

Sincerely,



Angela Martin
Vice President for Financial Planning and Chief Budget Officer

cc: Elizabeth Baker
Kristin Cheser

May 2, 2022

Senator Rick Girdler
Representative Chris Freeland
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capital Annex Room 34
Frankfort, KY 40601

RE: Equipment – NextSeq 2000 Sequencing System

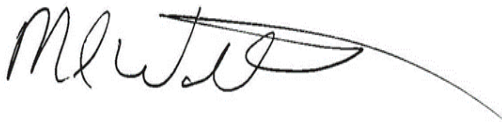
Dear Senator Girdler and Representative Freeland:

In accordance with provisions of KRS 45.760(5), I am writing to report a new equipment purchase. The equipment purchase is a NextSeq 2000 sequencing system for the University of Louisville's Genomics Technology Facility in the amount of \$445,471.

This purchase will upgrade an existing system and be used by numerous research departments on our Health Sciences Campus. The upgrade will drastically increase the data generated and allow for the sequencing of many more samples per run. The purchase funding is part of the KY-INBRE program, and will not use general funds or affect any existing programs.

Please contact Kim Noltemeyer at 852-5699, if you have any questions regarding the equipment purchase. Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Watkins', with a long, sweeping horizontal line extending to the right.

Mark Watkins
Chief Operating Officer
University of Louisville

cc: Interim President Lori Gonzalez
Dan Durbin, CFO
Sabine Waigel
Shaun McKiernan (CPE)
Carla Wright (OSBD)

May 2, 2022

Senator Rick Girdler
Representative Chris Freeland
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capital Annex Room 34
Frankfort, KY 40601

RE: Equipment – Agilent Cytation C10 Confocal Imaging Reader

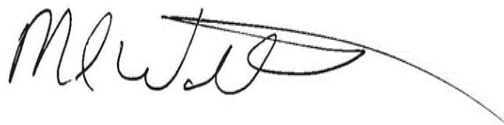
Dear Senator Girdler and Representative Freeland:

In accordance with provisions of KRS 45.760(5), I am writing to report a new equipment purchase. The equipment purchase is the Agilent Cytation C10 Confocal Imaging Reader for the University of Louisville BSL3 research facility in the amount of \$374,795.

The equipment purchase will be located in the Center for Predictive Medicine (CPM) facility on our Shelby Campus. Since the CPM is a BSL3 facility, research will remain within the CDC-regulated lab space. The new reader will significantly increase the throughput of data acquisition. A Federal Award will provide equipment funding from the National Institutes of Health, National Institute of Allergy, and Infectious Diseases. The equipment purchase will not use general funds or affect any existing programs.

Please contact Kim Noltemeyer at 852-5699, if you have any questions regarding the equipment purchase. Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Watkins', with a long, sweeping horizontal line extending to the right.

Mark Watkins
Chief Operating Officer
University of Louisville

cc: Interim President Lori Gonzalez
Dan Durbin, CFO
Marlene Steffen
Shaun McKiernan (CPE)
Carla Wright (OSBD)

SENATE MEMBERS

Robert Stivers
President, LRC Co-Chair
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President Pro Tempore
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Majority Whip
Dennis Parrett
Minority Whip



LEGISLATIVE RESEARCH COMMISSION

State Capitol 700 Capital Avenue Frankfort KY 40601

502-564-8100

Capitol Fax 502-564-2922

Annex Fax 502-564-6543

legislature.ky.gov

Jay D. Hartz
Director

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Majority Whip
Angie Hatton
Minority Whip

April 14, 2022

Barry D. Poynter
Senior Vice President and Treasurer
Office of Finance and Administration
Eastern Kentucky University
Coates Box 35A, 113 Coates Building
521 Lancaster Avenue
Richmond, Kentucky 40475-3102

Dear Mr. Poynter:

Pursuant to KRS 45.800(2), this letter is to notify you that the Capital Projects and Bond Oversight Committee did not approve the Upgrade Building Management System Controls capital project at its April 13, 2022 meeting yesterday since there was no quorum. The present committee members did not voice any objections during yesterday's testimony. Therefore, the committee understands that you may provide notification under KRS 45.800(4) of proceeding with the capital project rather than resubmitting it for the committee's May meeting.

If you have any questions, then please contact Katherine Halloran, Committee Staff Administrator, (502) 564-8100, extension 59124.

Sincerely,

Senator Rick Girdler, Co-Chair
Capital Projects and Bond Oversight Committee

Sincerely,

Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee

C: Members, Capital Projects and Bond Oversight Committee
President David T. McFaddin, Ed.D., Eastern Kentucky University
Ryan D. Green, Eastern Kentucky University
Dr. Bryan Makinen, Eastern Kentucky University
Shaun McKiernan, Council on Postsecondary Education
W. Ethan Witt, Eastern Kentucky University
Carla Wright, Office of State Budget Director



DAVID T. McFADDIN
PRESIDENT

April 15, 2022

The Honorable Rick Girdler, Co-Chair
The Honorable Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building
700 Capitol Avenue
Frankfort, KY 40601

Dear Senator Girdler, Representative Freeland and members of the Capital Projects and Bond Oversight Committee,

In accordance with provisions of KRS 45.800(4) and as referenced in the April 14, 2022, letter from the Committee, as President of Eastern Kentucky University, I, David T. McFaddin, Ed.D., hereby elect to proceed with the Upgrade Building Management System Controls Project appropriated for \$1,150,000 with 100% federal funds per KRS 45.750(1)(f)(6), KRS 45.760(6)(a)(1) and (7)(c) and KRS 164A.600. In order to ensure obligated federal funds are fully expended prior to federal expenditure deadlines, it is not feasible to defer the project to the May Committee meeting timeframe.

As referenced in the April 14, 2022, letter from the Committee, members present for the April 13, 2022, Committee meeting did not voice any objections during testimony and the matter was not acted upon due to lack of a quorum.

If you have any questions, please contact Ryan D. Green, Executive Director for Budget & Financial Planning at (859) 622-6931.

Sincerely,

A handwritten signature in red ink, reading "David T. McFaddin".

David T. McFaddin, Ed.D.
President

c: Barry D. Poynter, Eastern Kentucky University
Ryan D. Green, Eastern Kentucky University
Dr. Bryan Makinen, Eastern Kentucky University
W. Ethan Witt, Eastern Kentucky University
Shaun McKiernan, Council on Postsecondary Education
Carla Wright, Office of State Budget Director

SENATE MEMBERS

Robert Stivers
President, LRC Co-Chair
David Givens
President Pro Tempore
Damon Thayer
Majority Floor Leader
Morgan McGarvey
Minority Floor Leader
Julie Raque Adams
Majority Caucus Chair
Reginald Thomas
Minority Caucus Chair
Mike Wilson
Majority Whip
Dennis Parrett
Minority Whip



LEGISLATIVE RESEARCH COMMISSION

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Jay D. Hartz
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Majority Floor Leader
Joni L. Jenkins
Minority Floor Leader
Suzanne Miles
Majority Caucus Chair
Derrick Graham
Minority Caucus Chair
Chad McCoy
Majority Whip
Angie Hatton
Minority Whip

April 14, 2022

Holly M. Johnson, Secretary
Finance and Administration Cabinet
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

Dear Secretary Johnson:

Pursuant to KRS 45.800(2) and KRS 45.810(3), this letter is to notify you that the Capital Projects and Bond Oversight Committee did not approve transactions transmitted by the Office of State Budget Director, Division of Real Properties, and the Office of Financial Management; including the Kentucky Infrastructure Authority, Cabinet for Economic Development, and School Facilities Construction Commission, at its April 13, 2022 meeting since there was no quorum. Agency representatives provided testimony regarding the submittals and the present committee members did not voice any objections. Therefore, the committee understands that you may provide notification under KRS 45.800(4) and KRS 45.810(4) of proceeding with the transactions rather than resubmitting them for the committee's May meeting. The submittals requiring committee approval were as follows:

1. Office of State Budget Director
 - a. Agenda Item 5.A.1.: New Project - General Government Cabinet, Department of Military Affairs - DMA Construct Burlington Field Maintenance Shop
 - b. Agenda Item 5.A.2.: New Project - General Government Cabinet, Department of Military Affairs - DMA Bowman Field Annex RC Interior Restoration
2. Division of Real Properties, Department for Facilities and Support Services - Agenda Item 6.A.1.: Lease Modification Over \$50,000 - Justice and Public Safety Cabinet, Department of Corrections, Division of Probation and Parole, Boyd County, PR-4815
3. Office of Financial Management
 - a. Kentucky Infrastructure Authority
 - i. Agenda Item 7.A.1.: Infrastructure Revolving Fund (Fund B) Program Loan - City of Catlettsburg, Boyd County, B22-001
 - ii. Agenda Item 7.A.2.a.: Cleaner Water Program Grants, Sewer
 - iii. Agenda Item 7.A.2.b.: Cleaner Water Program Grants, Water

- b. Cabinet for Economic Development
 - i. Agenda Item 7.B.1.: Economic Development Fund Grant – Graves County Fiscal Court on behalf of Graves County Economic Development
 - ii. Agenda Item 7.B.2.: Economic Development Fund Grant – Shelby County Fiscal Court on behalf of Wieland North America Recycling
 - iii. Agenda Item 7.B.3.: Economic Development Fund Grant – City of Bowling Green on behalf of Inter-Modal Transportation Authority
- c. Office of Financial Management
 - i. Agenda Item 7.C.1.: New Kentucky Housing Corporation Conduit Debt Issue - Kentucky Housing Corporation Conduit Multifamily Housing Revenue Bonds, Series 2022 (Carl D. Perkins)
 - ii. Agenda Item 7.C.2.: New Kentucky Housing Corporation Conduit Debt Issue - Kentucky Housing Corporation Conduit Multifamily Housing Revenue Bonds, Series 2022 (Eclipse in Russell)
- d. School Facilities Construction Commission
 - i. Agenda Item 7.D.1.: School District Debt Issues with SFCC Debt Service Participation – New Project - Caldwell County
 - ii. Agenda Item 7.D.2.: School District Debt Issues with SFCC Debt Service Participation – New Project - Owen County

If you have any questions, then please contact Katherine Halloran, Committee Staff Administrator, (502) 564-8100, extension 59124.

Sincerely,



Senator Rick Girdler, Co-Chair
Capital Projects and Bond Oversight Committee

Sincerely,



Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee

- C: Members, Capital Projects and Bond Oversight Committee
John Hicks, State Budget Director, Office of State Budget Director
Katie Smith, Deputy Secretary and Commissioner, Department for Financial Services, Cabinet for Economic Development
Sandy Williams, Executive Director, Kentucky Infrastructure Authority
Ryan Barrow, Executive Director, Office of Financial Management, Finance and Administration Cabinet
Chelsey Couch, Executive Director, School Facilities Construction Commission
Scott Aubrey, Director, Division of Real Properties, Department for Facilities and Support Services, Finance and Administration Cabinet



Andy Beshear
GOVERNOR

FINANCE AND ADMINISTRATION CABINET OFFICE OF THE CONTROLLER

Holly M. Johnson
SECRETARY

200 Mero Street, 5th Floor
Frankfort, Kentucky 40622
Phone: (502) 564-2210
Fax: (502) 564-6597

May 4, 2022

The Honorable Rick Girdler, Co-Chairman
The Honorable Chris Freeland, Co-Chairman
Members of the Capital Projects and Bond Oversight Committee
Legislative Research Commission
Frankfort, Kentucky 40601

Re: Capital Projects and Bond Oversight Committee
Meeting Held April 13, 2022

Dear Senator Girdler, Representative Freeland, and
Members of the Capital Projects and Bond Oversight Committee:

I have received notification that no action was taken by the Capital Projects and Bond Oversight Committee due to the lack of a quorum at the April 13, 2022, meeting. Please accept this letter as notification of the determination to proceed with the transfers and actions necessary for the projects listed below:

- 1) Division of Real Properties, Department for Facilities and Support Services
 - a. Justice and Public Safety Cabinet, Department of Corrections, Division of Probation and Parole, Boyd County (Lease Modification)
- 2) Kentucky Infrastructure Authority
 - a. Fund B Loan – City of Catlettsburg
 - b. Cleaner Water Program Grants, Sewer (46)
 - c. Cleaner Water Program Grants, Water (102)
- 3) Cabinet for Economic Development
 - a. Economic Development Fund Grant - Graves County Fiscal Court on behalf of Graves County Economic Development, Inc.
 - b. Economic Development Fund Grant - Shelby County Fiscal Court on behalf of Wieland North America Recycling, LLC
 - c. Economic Development Fund Grant - City of Bowling Green on behalf of the Inter-Modal Transportation Authority, Inc.



- 4) Office of Financial Management
 - a. Kentucky Housing Corporation Multifamily Housing Revenue Bonds, Series 2022 (Carl D Perkins)
 - b. Kentucky Housing Corporation Multifamily Housing Revenue Bonds, Series 2022 (Eclipse in Russell Project)
- 5) School District Debt Issues with School Facilities Construction Commission Debt Service Participation
 - a. Caldwell County (New Project)
 - b. Owen County (New Project)

Sincerely,

A handwritten signature in blue ink, reading "Holly M. Johnson", followed by a horizontal line.

Holly M. Johnson, Secretary
Finance and Administration Cabinet

Attachments

- C: Ryan Barrow, Executive Director, Office of Financial Management
John Hicks, State Budget Director
Katie Smith, Deputy Secretary and Commissioner Economic Development Cabinet
Sandy Williams, Executive Director Kentucky Infrastructure Authority
Chelsey Couch, Executive Director, School Facilities Construction Commission
Scott Aubrey, Director, Division of Real Properties



April 26, 2022

VIA ELECTRONIC MAIL

Capital Projects and Bond Oversight Committee
Frankfort, Kentucky 40601

RE: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight Committee

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

\$6,750,000 (estimated)
Covington Independent (Kentucky) School District Finance Corporation
Energy Conservation Revenue Bonds, Series 2022

Please be advised that the enclosed costs are estimates. Actual costs will not be known until the bonds have been sold. A tax increase will not be necessary to support debt service on this financing.

We hereby request that the above bond issue be reported to the Bond Oversight Committee at its next regularly scheduled meeting.

If you need any additional information, please do not hesitate to call me at (859) 368-9622.

Sincerely,

Michael George
Managing Director

A handwritten signature in blue ink that reads "Michael George".

Enclosure

cc: Mark Franklin
Alvin Garrison

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$6,750,000 (estimated)
Issue Name:	Covington Independent School District Finance Corporation
Purpose:	Energy Conservation Project
Projected Sale Date of Bonds:	6/23/22
First Call Date:	6/1/32 @ 100%
Method of Sale:	Competitive
Place/Time of Sale:	SFCC/11:00 AM ET
Bond Rating:	"A1" – Moody's (Enhanced), Underlying Rating (TDB)
Bond Counsel:	Dinsmore & Shohl
Fiscal Agent:	Compass Municipal Advisors, LLC

Date Received by SFCC:	/ /	<i>To be filled in by SFCC</i>
Date Scheduled for Committee Review:	/ /	<i>To be filled in by SFCC</i>

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	\$0	\$6,750,000	\$6,750,000
% Share of total Bonds:	0%	100%	100%
Est. average annual debt service:		\$512,337	\$512,337
Estimated debt service reserve:		-0-	-0-
Estimated Cost of Issuance ¹			
Fiscal Agent, Bond Counsel:		\$25,000	\$25,000
Advertisements, Printing, etc.		\$500	\$500
Special Tax Counsel		-0-	-0-
Paying Agent		\$3,500	\$3,500
Bond Rating		\$17,500	\$17,500
Escrow Verification		-0-	-0-
Underwriter's Discount		\$101,250	\$101,250
Credit Enhancement		\$0.00	\$0
Total Cost of Issuance:	\$0	\$147,750	\$147,750

Anticipated Interest Rates:	5 Year - 3.00%	10 Year - 3.50%	15 Year - 4.00%
	20 Year - 4.00%		

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



April 25, 2022

VIA ELECTRONIC MAIL

Capital Projects and Bond Oversight Committee
Frankfort, Kentucky 40601

RE: Reporting of Bond Issuance Costs to the Capital Projects and Bond Oversight Committee

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

\$2,500,000 (estimated)
Dayton Independent (Kentucky) School District Finance Corporation
School Building Revenue Bonds, Series 2022

Please be advised that the enclosed costs are estimates. Actual costs will not be known until the bonds have been sold. A tax increase will not be necessary to support debt service on this financing. The Bonds may be issued in one or more Series.

We hereby request that the above bond issue be reported to the Bond Oversight Committee at its next regularly scheduled meeting.

If you need any additional information, please do not hesitate to call me at (859) 368-9622.

Sincerely,

Michael George
Managing Director

A handwritten signature in blue ink that reads "Michael George".

Enclosure
cc: Mark Franklin
Jay Brewer

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$2,500,000 (estimated)
Issue Name:	Dayton Independent School District Finance Corporation
Purpose:	Property Acquisition, Demolition and Gym Renovation
Projected Sale Date of Bonds:	7/13/22
First Call Date:	3/1/32 @ 100%
Method of Sale:	Competitive
Place/Time of Sale:	SFCC/11:00 AM ET
Bond Rating:	"A1" – Moody's (Enhanced)
Bond Counsel:	Dinsmore & Shohl
Fiscal Agent:	Compass Municipal Advisors, LLC

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	\$2,500,000	\$2,500,000
% Share of total Bonds:	0%	100%	100%
Est. average annual debt service:		\$180,206	\$180,206
Estimated debt service reserve:		-0-	-0-
Estimated Cost of Issuance ¹			
Fiscal Agent, Bond Counsel:		\$14,000	\$14,000
Advertisements, Printing, etc.		\$500	\$500
Special Tax Counsel		-0-	-0-
Paying Agent		\$3,500	\$3,500
Bond Rating		\$14,500	\$14,500
Escrow Verification		-0-	-0-
Underwriter's Discount		\$37,500	\$37,500
Credit Enhancement		\$0.00	\$0
Total Cost of Issuance:	\$0	\$70,000	\$70,000

Anticipated Interest Rates: 5 Year - 3.00% 10 Year - 3.50% 15 Year - 4.00%

20 Year - 4.00%

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



April 26, 2022

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

RE: \$3,400,000 Franklin County School District Finance Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used to finance construction of a new board office.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dwight Salsbury'.

Dwight G. Salsbury

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$3,400,000

Issue Name:

Franklin County School District Finance Corporation School Building Revenue Bonds, Series of 2022

Purpose:

Construction of a new board office

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity /SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Steptoe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	Local Portion	Total
\$0	\$3,400,000	\$3,400,000
0.00%	100.00%	100.00%
\$0	\$264,497	\$264,497
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$26,600	\$26,600
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$14,850	\$14,850
\$0	\$68,000	\$68,000
\$0	\$0	\$0
\$0	\$109,450	\$109,450

Anticipated Interest Rates:

5 Years: 3.400% 10 Years: 3.700% 15 Years: 3.900%
20 Years: 4.125%

Notes: No tax Increase required



April 26, 2022

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

RE: \$4,190,000 Hart County School District Finance Corporation
Energy Conservation Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used finance district-wide energy conservation measures.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% General Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$4,190,000

Issue Name:

Hart County School District Finance Corporation Energy Conservation Revenue Bonds, Series of 2022

Purpose:

Energy Conservation Measures throughout the district

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity /SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Steptoe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	General Fund Portion	Total
\$0	\$4,190,000	\$4,190,000
0.00%	100.00%	100.00%
\$0	\$317,432	\$317,432
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$29,760	\$29,760
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$14,850	\$14,850
\$0	\$83,800	\$83,800
\$0	\$0	\$0
\$0	\$128,410	\$128,410

Anticipated Interest Rates:

5 Years: 3.900% 10 Years: 3.900% 15 Years: 3.900%
20 Years: 3.900%

Notes: No tax Increase required



April 28, 2022

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

RE: \$2,485,000 Kenton County School District Finance Corporation
School Building Revenue Bonds, Series of 2022B

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used to finance acquisition of the Crescent Springs bus lot.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$2,485,000

Issue Name:

Kenton County School District Finance Corporation School Building Revenue Bonds, Series of 2022B

Purpose:

Acquisition of Crescent Springs bus lot

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity/SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Steptoe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	Local Portion	Total
\$0	\$2,485,000	\$2,485,000
0.00%	100.00%	100.00%
\$0	\$178,854	\$178,854
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$22,940	\$22,940
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$10,850	\$10,850
\$0	\$49,700	\$49,700
\$0	\$0	\$0
\$0	\$83,490	\$83,490

Anticipated Interest Rates:

5 Years: 3.400% 10 Years: 3.700% 15 Years: 3.900%
20 Years: 4.125%

Notes: No tax Increase required



April 29, 2022

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

RE: \$2,200,000 Knox County School District Finance Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used to finance improvements at Knox Central (50%) and Lynn Camp High School (50%).

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$2,200,000

Issue Name:

Knox County School District Finance Corporation School Building Revenue Bonds, Series of 2022

Purpose:

Improvements at Knox Central (50%) and Lynn Camp High School (50%)

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity/SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Step toe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	Local Portion	Total
\$0	\$2,200,000	\$2,200,000
0.00%	100.00%	100.00%
\$0	\$152,473	\$152,473
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$21,800	\$21,800
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$10,850	\$10,850
\$0	\$44,000	\$44,000
\$0	\$0	\$0
\$0	\$76,650	\$76,650

Anticipated Interest Rates:

5 Years: 3.400% 10 Years: 3.700% 15 Years: 3.900%
20 Years: 4.125%

Notes: No Tax Increase required



April 26, 2022

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

RE: \$5,000,000 Mercer County School District Finance Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used to finance improvements at Mercer County High School.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$5,000,000

Issue Name:

Mercer County School District Finance Corporation School Building Revenue Bonds, Series of 2022

Purpose:

Improvements at Mercer County High School

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity/SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Steptoe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	Local Portion	Total
\$0	\$5,000,000	\$5,000,000
0.00%	100.00%	100.00%
\$0	\$347,061	\$347,061
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$33,000	\$33,000
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$17,850	\$17,850
\$0	\$100,000	\$100,000
\$0	\$0	\$0
\$0	\$150,850	\$150,850

Anticipated Interest Rates:

5 Years: 3.400% 10 Years: 3.700% 15 Years: 3.900%
20 Years: 4.125%

Notes: No tax Increase required



May 11, 2022

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

RE: \$850,000 Raceland-Worthington Ind. School District Finance
Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used to finance improvements to high school athletic facilities.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

147 East Third Street
Lexington, KY
40508

Enclosures

859/977-6600
fax: 859/381-1357
www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$850,000

Issue Name:

Raceland-Worthington Independent School District Finance Corporation School Building Revenue Bonds, Series of 2022

Purpose:

Improvements to high school athletic facilities

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity/SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Step toe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	Local Portion	Total
\$0	\$850,000	\$850,000
0.00%	100.00%	100.00%
\$0	\$102,524	\$102,524
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$9,350	\$9,350
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$7,700	\$7,700
\$0	\$17,000	\$17,000
\$0	\$0	\$0
\$0	\$34,050	\$34,050

Anticipated Interest Rates:

5 Years: 3.400% 10 Years: 3.700% 15 Years:
20 Years:

Notes: No tax Increase required



May 10, 2022

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

RE: \$7,000,000 Russell County School District Finance Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used finance improvements at Russell County High School.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600
fax: 859/381-1357
www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:

\$7,000,000

Issue Name:

Russell County School District Finance Corporation School Building Revenue Bonds, Series of 2022

Purpose:

High School Improvements

Projected Sale Date of Bonds:

Summer 2022

First Call Date:

8 Years at par

Method of Sale:

Competitive Bids

Place/time of sale:

Parity/SFCC, Frankfort, Ky. / TBD

Bond Rating:

Moodys: "A1"

Bond Counsel:

Steptoe and Johnson, Louisville, KY

Fiscal Agent:

RSA Advisors LLC, Lexington, Kentucky

Date received by SFCC:

/ / To be filled in by SFCC

Date scheduled for Committee review:

/ / 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:

SFCC Portion	Local Portion	Total
\$0	\$7,000,000	\$7,000,000
0.00%	100.00%	100.00%
\$0	\$485,928	\$485,928
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, Advertisements, Printing, Etc)

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$41,000	\$41,000
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$17,850	\$17,850
\$0	\$140,000	\$140,000
\$0	\$0	\$0
\$0	\$198,850	\$198,850

Anticipated Interest Rates:

5 Years: 3.400% 10 Years: 3.700% 15 Years: 3.900%
20 Years: 4.250%

Notes: No tax Increase required



April 25, 2022

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

RE: \$2,015,000 Trigg County School District Finance Corporation
School Building Revenue Bonds, Series of 2022

Please find enclosed a Bond Payee Disclosure Form and Plan of Financing related to the above-referenced series of Bonds. The Bonds will be used finance construction of a multi-purpose facility.

We would like to go ahead and submit the plan to Bond Oversight so that we will be ready to proceed with the bond sale shortly. The Bonds will be funded with 100% Local Funds.

Please process this bond disclosure form for review by the Bond Oversight Committee at the next meeting. Should you have any questions or require any additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, reading 'Dwight G. Salsbury'.

Dwight G. Salsbury

Enclosures

147 East Third Street
Lexington, KY
40508

859/977-6600

fax: 859/381-1357

www.rsamuni.com

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$2,015,000
Issue Name:	Trigg County School District Finance Corporation School Building Revenue Bonds, Series of 2022
Purpose:	Construction of a multi-purpose building
Projected Sale Date of Bonds:	June 2022
First Call Date:	8 Years at par
Method of Sale:	Competitive Bids
Place/time of sale:	Parity /SFCC, Frankfort, Ky. / TBD
Bond Rating:	Moodys: "A1"
Bond Counsel:	Steptoe and Johnson, Louisville, KY
Fiscal Agent:	RSA Advisors LLC, Lexington, Kentucky
Date received by SFCC:	<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;"> / / </div> To be filled in by SFCC
Date scheduled for Committee review:	<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;"> / / </div> 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:

SFCC Portion	Local Portion	Total
\$0	\$2,015,000	\$2,015,000
0.00%	100.00%	100.00%
\$0	\$157,644	\$157,644
\$0	\$0	\$0

Estimated Cost of Issuance:

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

\$0	\$21,060	\$21,060
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$10,850	\$10,850
\$0	\$40,300	\$40,300
\$0	\$0	\$0
\$0	\$72,210	\$72,210

Anticipated Interest Rates:

5 Years: 2.900% 10 Years: 3.200% 15 Years: 3.400%
 20 Years: 3.625%

Notes: No tax Increase required

May 4, 2022

Ms. Katherine Halloran
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Room 34
Frankfort, KY 40601

Re: Alternative Method of Construction Management

Dear Ms. Halloran:

In accordance with provisions of KRS 45A.180, I am writing to inform you that we plan to utilize the "Construction Manager – Agency" project delivery method for the project listed below. The RFP is located at the link next to the project. Once the contract is executed, we will forward a copy to the Government Contract Review Committee.

Construction Management as Advisor (CMa)
<https://louisville.edu/purchasing/bids/RP-051-22>

Please notify Kim Noltemeyer at 502-852-5699 or kanolt01@louisville.edu for any questions regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Watkins', with a long, sweeping horizontal line extending to the right.

Mark Watkins
Chief Operating Officer
University of Louisville

cc: Evan Riddell
Amber Horn
Meg Campbell



UNIVERSITY OF
LOUISVILLE
PROCUREMENT SERVICES

Request for Proposal
RP-051-22

Construction Management as Advisor

Proposal Due Date
05/25/2022 by 2:00PM, EST

UNIVERSITY OF LOUISVILLE

PROCUREMENT SERVICES

Request for Proposal (RFP)

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

Proposal Number: RP-051-22	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: 05/03/2022	UNIVERSITY OF LOUISVILLE
Title: Construction Management as Advisor	PROCUREMENT SERVICES
Contract Administrator: Evan Riddell	2215 S. BROOK ST., STE. 107
Contact Email: evan.riddell@louisville.edu	LOUISVILLE, KY 40208

IMPORTANT: PROPOSALS MUST BE RECEIVED BY 05/25/2022 at 2:00PM, EST

NOTICE OF REQUIREMENT

1. The University's General Terms and Conditions, viewable at [Purchase Order Terms](#), apply to this RFP. No other terms should be included.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. 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, otherwise, is prohibited.
4. Any person who violates any provision 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](#):

1. 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).
2. 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.
3. 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.
4. That the offeror is legally entitled to enter into contracts with the University of Louisville 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](#), [KRS 45A.335](#), [KRS 45A.340](#), and [KRS 164.390](#);
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#) to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the subject of the statements made above and all such statements are true and accurate.

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 an offeror 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 [KRS 45A.485](#) to submit final determination 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 [Title 41 CFR 60-1.8\(b\)](#) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal may not be considered valid unless signed and dated below by an authorized agent of the offeror. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has previously been furnished to the issuing office.

	NAME OF COMPANY:	DUNS#:
PROPOSAL FIRM THROUGH:	ADDRESS:	PHONE/FAX#:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: FOB DESTINATION	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO:	SIGNATURE:	DATE:

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1. DEFINITIONS

The term “University” means University of Louisville, University of Louisville Athletics and University of Louisville Research Foundation.

The term “addenda” means written or graphic instructions issued by the University 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 term “Contractor” means the entity receiving a contract award.

The terms “offer” or “proposal” mean the offeror’s/offers’ response to this RFP.

The term “offeror” means the entity or contracting group submitting the proposal.

The term “purchasing agency” means the University of Louisville, Procurement Services Department, Room 107, Service Complex Building, Louisville, KY 40208.

The term “purchasing official” means the University’s appointed contract administrator.

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; judgement; 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.

2. GENERAL OVERVIEW

a. EXECUTIVE SUMMARY

The University of Louisville desires the services of an experienced and highly qualified Construction Manager as Adviser (CMa) to provide early preconstruction through prime contract award collaboration, serving as a third-party adviser to the owner and provide recommendations on all major aspects of the project development including:

- Pre-development examination & feasibility analysis
- Budget review and cost estimating
- Project selection, prioritization, and scheduling
- Constructability guidance
- Design consultant selection
- Project scope development
- Review of design and construction documents
- Project deployment for bid packages, procurement and evaluating bids

The “Project” is a portfolio of approximately one hundred Capital Asset Preservation projects totaling an estimated **\$103,000,000** (see **Exhibit A** – List of current project candidates). Approximately \$24,000,000 of these funds are anticipated to be spent in FY23 (July 2022 – June 2023). The remaining funds spent equally over the FY24 (July 2023 – June 2024) and FY25 (June 2024 – July 2026) periods. Many of the current project candidates are mechanical, electrical, and plumbing systems focused. These include updates to fire alarm systems, security access control and camera systems, building automation and control systems, and elevators. Architectural focused projects include roof replacements, ADA improvements as well as interior finishes, flooring, ceiling, and branding improvements. The CMa selected will become a responsible, cooperative, and contributing member of the Owner’s professional team for the planning, design, and award of the project’s prime contracts. The CMa will provide assistance, advice and management services to the Owner and the Design Consultants to assure the Project is completed within defined budget, program and schedule.

The Construction Manager as Adviser (CMa) will not be allowed to self-perform work or bid on any of the proposed work categories.

A Pre-Proposal Conference will be held on **05/09/2022 at 3:PM**, via Microsoft Teams invite.

The University anticipates returning to the Board of Trustees for approval to move forward with the bidding and construction phases.

Scope of Services

1. Construction Management as Advisor Team

The ultimate success of the project is dependent on the skills and expertise of the CMA 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 CMA Project Manager is the individual who is assigned to the project to provide overall management during the preconstruction, design, and prime contract award. 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 Louisville. The University of Louisville may request team members be replaced at any time.

2. Construction Management as Advisor Experience

The proposal submittal shall include projects completed or that are still under construction that demonstrates your experience in supplying CMA services on projects of similar size, type and complexity as the University of Louisville. 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.

3. Preconstruction Phase Services

- Preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.
- Pre-development examination & feasibility analysis
- Project selection, prioritization, and scheduling
- Written plan that includes preliminary evaluations, project schedules, cost estimates, recommendations for Project delivery method, and scopes of Work,
- Provide constructability, schedule, site logistics, operational impact planning, and total program budgeting of the proposed project(s).
- Assist the Owner in selecting, retaining, and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the Project.

4. Design Phase Services

- 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.
- Assist the University and the design consultants in determining the feasibility of issuing of early bid packages or phasing of construction.
- 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. Estimates will be submitted at the completion of each design phase, to be reconciled with the equivalent estimate submitted by the Design Team's estimating sub-consultant, Programming (100%), Schematic Design (100%), Design Development (100%), & Construction Documents (80%).

- 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.
- Participate in design progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, scheduling, and document development. In addition, the CMA will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.
- Provide Special Conditions for approval by the University and for inclusion in bidding and contract documents.
- 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.

5. Bid and Award Phase Services

- The CMA shall assist the Owner and Design Team to ensure that all bidding activities result in qualified contractors for the lowest possible costs.
- Bids will be solicited by the University in accordance with the Commonwealth of Louisville Model Procurement Code (KRS 045A). The CMA 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.

University Information

The University is a state-supported research university located in Kentucky's largest metropolitan area. It was a municipally supported public institution for many decades prior to joining the university system in 1970. The University has three campuses. The 287-acre Belknap Campus is three miles from downtown Louisville and houses eight of the university's 12 colleges and schools. The Health Sciences Center is situated in downtown Louisville's medical complex and houses the university's health-related programs and the University Hospital. The 243-acre Shelby Campus is in eastern Jefferson County.

Mission Statement

The University pursues excellence and inclusiveness in its work to educate and serve its community through:

- teaching diverse undergraduate, graduate, and professional students in order to develop engaged citizens, leaders, and scholars,
- practicing and applying research, scholarship, and creative activity, and
- providing engaged service and outreach that improve the quality of life for local and global communities.

The University is committed to achieving preeminence as a premier anti-racist metropolitan research university.

Vision Statement

The University will be recognized as a great place to learn, a great place to work and a great place in which to invest because we celebrate diversity, foster equity, and strive for inclusion.

b. Supplier Diversity and Procurement

The University is committed to serve as an advocate for diverse businesses in their efforts to conduct

business. Minority and Woman-Owned Business Enterprises (MWBE) 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 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. The University expects its suppliers to support and assist in this effort.

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

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

For additional information regarding how diverse suppliers may participate in this RFP, submit any questions to the Contract Administrator as indicated in Section 3.2 by the deadline for written questions date.

3. PROPOSAL REQUIREMENTS

a. Key Event Dates

Release of RFP	05/03/2022
Pre-Proposal Conference	05/09/2022 at 3:00PM, EST.
Deadline for Written Questions	05/16/2022 by 2:00PM, EST.
University Response/Addendum Posted	5/18/2022
RFP Proposals Due	5/25/2022 by 2:00PM, EST.
Short List Announcement	TBD
Offeror Presentations	TBD
Letter of Intent to Negotiate	TBD
Desired Contract Effective Date	TBD

*All dates are subject to change

b. 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 Contract Administrator of record. 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 contacts
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted e-mail to:

Evan Riddell
Procurement Services
University of Louisville
2215 S. Brook St.
Louisville, KY 40208
E-mail: evan.riddell@louisville.edu

All communication with the University regarding this RFP shall **ONLY** be directed to the contracting officer listed above.

c. Pre-Proposal Conference

A pre-proposal conference will be held on **May 9, 2022 at 3:00PM – 4:00PM, EST** via Microsoft Teams: [Click here to join the meeting](#) to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. Please email Amber Horn amber.horn@louisville.edu or call 502/718-2825 if the link provided does not work. 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 service will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in section (3.a).
- Only written questions will constitute an official response from the University and be incorporated into the contract.
- A recorded transcript of the meeting will not be provided.

d. Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

e. 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 Purchasing website found [here](#)

f. 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.c. If accepted by the University, the deviations shall become part of the contract, but such deviations must not 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.

g. Proposal Submission and Deadline

Offeror must provide the following materials prior to 2:00 PM, EST on the date specified in Section 3.a and addressed to the Contract Administrator listed in Section 3.b:

- **Proposal:** Email proposal to Contract Administrator of record in Section 3.b and mail 3 paper copies to the address listed in section 3.b.

Note: Proposals received after the closing date and time will not be considered.

The University accepts deliveries of RFPs Monday through Friday from 8 a.m. to 4:30 p.m. Louisville, KY time. However, RFPs must be received by 2 p.m. Louisville, KY time on the date specified on the RFP to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: (i) the closing time and date specified, (ii) the solicitation number, and (iii) 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 Statutes [45A.085](#), there will be no public opening.

h. 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.

i. 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.

j. 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 based on 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.

k. 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.

l. 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 University's Department of Procurement Services, 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.

m. 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 for: the purchasing office representative, any University contracting official representing the University administration, any other individuals authorized in writing by the Procurement Services office and University representatives during offeror presentations. If this provision is violated, the University reserves the right to reject the offeror's proposal.

n. Cost of Preparing Proposal

The University shall not, in any event, be liable for any pre-contractual expenses incurred by the Offeror in the preparation of their proposal. Offeror shall not include any such expenses as part of their proposal.

Pre-Contractual expenses are defined as:

- All expenses incurred by the Offeror in the preparation of the proposal in response to this RFP.
- All expenses incurred by the Offeror in submitting that proposal to the University.
- All expenses incurred by the Offeror while negotiating with the University any matter related to this proposal (such as travel expenses, etc.).
- Any other expenses incurred by the Offeror prior to the effective date of the contract.

o. Disposition of Proposals

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

p. 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.

q. Questions

All questions should be submitted by e-mail to the Contract Administrator listed in Section 3.b no later than the date listed in Section 3.a.

r. 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.

s. 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. In the event of a 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.

t. Proposal Addenda and Rules for Withdrawal

Amendments to this Request for Proposal may be necessary prior to the closing date and will be furnished in the form of written addenda that will be posted on the University's BID/RFP Purchasing [webpage](#). Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and posted to the University's BID/RFP Purchasing webpage.

When necessary and upon requested, the University will provide supplemental data via files to the Contractor in one of two formats. The first choice will be to use the industry standard of EDI (Electronic Data Interchange) 834. If EDI is not appropriate for the type of information being transmitted, a University standard format will be provided. It will be the Offeror's responsibility to conform the data to fit the needs of their software. Offeror may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information.

Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he/she signs a receipt acknowledging the withdrawal, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. Offers received at the office designated in this RFP after the exact hour and date specified for receipt will not be considered. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Procurement Services.

4. PROPOSAL FORMAT AND CONTENT

a. 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 below, 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
- Bid Bond
- 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
- Criteria 6 – Financial Proposal Lump Sum

b. 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.

c. 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

d. 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 a 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 Contractor employs as well as a description of Contractor's efforts to do business with Minority and Woman-Owned Business Enterprises as they conduct their own business. In addition, please indicate the diverse 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)
	Minority Owned (only)
	Veteran Owned and Small Business
	Minority and Woman and Small Business
	Minority and Woman and Veteran-Owned Business
	Minority and Veteran and Small Business
	Woman and Veteran and Small Business
	Minority and Woman and Veteran-Owned Small Business
	Woman Owned (only)
	Small Business (only)
	Veteran Owned (only)
	Minority and Woman Owned
	Minority and Small Business
	Minority and Veteran-Owned
	Woman Owned and Small Business
	Woman and Veteran-Owned

	Diversity not indicated
--	-------------------------

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

e. 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.

1. Please provide a brief narrative describing of the history of your firm. Identify the number of employees in your firm, and the ownership.
2. 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, CMa 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.
3. 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.
4. Has your firm had a contract terminated for default in the last five years? If so, describe such incident.
5. Indicate any other experience that demonstrates the qualifications of your firm for the performance of this contract.

f. Criteria 2 – Project Team Qualifications

1. Please provide an organization chart, resumes of key team members, and brief description of roles and responsibilities.
2. Complete and provide the detailed staffing chart for construction indicating the on-site staffing that you recommend to adequately provide the CMa services requested.
3. 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.

4. The CMA must commit that staff identified in your proposal will 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.

g. Criteria 3 – Services Defined

1. The CMA should provide documentation of their understanding of the services requested in the RFP and contract documents.
2. 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 CMA's knowledge of projects of similar scale and complexity and the CMA's knowledge of the requirements, demands, and constraints of this project.
3. Explain how your firm/team approaches budgeting and budget maintenance to assure a successful completion within budget.
4. 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.

h. Criteria 4 – Scheduling Ability

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

i. Criteria 5 – Constructability

1. 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 Request for Information (RFI's) and minimize change orders.
2. Provide examples of the final products of such reviews and describe how their results can be productively incorporated into the construction documents.

j. Criteria 6 – Financial Proposal

1. The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 7.0.

5. EVALUATION CRITERIA PROCESS

A committee of University officials appointed by Procurement Services will evaluate proposals and make a recommendation to Procurement Services. 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).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

• Offeror Qualifications	10%
• Project Team Qualifications	15%
• Services Defined	15%
• Scheduling Ability	5%
• Constructability and Interdisciplinary Coordination Review	5%
• Financial Lump Sum	50%

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6. SPECIAL CONDITIONS

a. Contract Term

The contract resulting from this RFP shall be effective for one (1) year from date of award and is renewable for up to five (5) additional one-year renewal periods. Annual renewal shall be in writing and contingent upon the University’s satisfaction with the services performed.

b. Competitive Negotiation

It is the intent of the RFP to enter competitive negotiation as authorized by KRS [45A.085](#).

A contract will be awarded to the Offeror whose proposal conforms to the terms, conditions and the scope of this RFP and is deemed by the University as offering the best value to the University, with price and other evaluation factors considered.

Prior to contract award, Procurement Services shall complete a review of the Contractor(s) against appropriate governmental exclusion/debarment/suspension lists. Any Contractors who are identified as potential matches will be reported to the Institutional Compliance Office for verification procedures prior to contract award. Procurement Services will not proceed with a contract award to any Contractor verified as a positive match, without consultation with the Institutional Compliance Office and appropriate University Administration.

The University reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

It is the University's intent to award a single contract. A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party, and all terms and conditions of this Request for Proposal are hereby incorporated into any such contract.

If alternates are accepted, they will be accepted at the time of award and in the sequence of their listing. The prices of the alternates will be added or deducted from the base proposal to arrive at a lump sum figure, which will be the basis of the award.

c. 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.

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

e. Contractor Cooperation in Related Efforts

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

f. Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties

g. Governing Law

The Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards, or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business, or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS [45A.245](#).

h. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

Not Applicable

i. Termination for Convenience or Necessity

The University reserves the right to terminate this contract for its own convenience without cause upon thirty (30) days' written notice to the Contractor. Upon receipt of the University "Notice of Termination," the Contractor shall discontinue all services with respect to the applicable contract by the date stated in the notification. The Contractor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the project which was terminated). Compensation for services provided by the Contractor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination." A fixed fee contract will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract if any policy or procedural changes occur that would warrant discontinued use of the established contract. Additionally, if a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

While it is unlikely, it is possible the University and/or Contractor may need to cancel a contract based on changes to State statute and/or Kentucky's Model Procurement Code for which the University and/or Contractor become unable to comply.

j. Termination for Non-Performance

The Assistant Director of Procurement Services may terminate this contract for non-performance, as determined by the University. Such causes could include, but shall not be limited to:

- Mal-performance, non-performance, substitution of commodities, or failure to comply with specifications given herein in whole or part by the Contractor.
- Failure to provide satisfactory quality of product or service, including failure to maintain adequate personnel, whether arising from labor disputes or otherwise; any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest; or failure to comply with the terms of this contract.
- Failure to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements herein contained.
- Adjudication as voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section of the U.S. Bankruptcy Code, or under any similar law or statute of the United

States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against Contractor thereunder.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.
- Violation by Contractor of any of the following:
 - Commonwealth of Kentucky and University conflict of interest policies
 - Commonwealth of Kentucky campaign finance laws
 - OSHA, Labor and Tax Collection Violations
 - Governmental Program Certification
 - Failure to register firm with the Kentucky Secretary of State
 - Failure to post requested bond if required
 - Failure to maintain required Insurance

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within such ten (10) calendar day period, the University may terminate the contract by giving thirty (30) days' notice, by registered or certified mail, of its intent to cancel this contract.

k. Fiscal Funding Out

The University reserves the right to cancel and/or suspend the established contract if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The University will make all efforts through annual budget requests to meet financial obligations for continuing contractual obligations; however, this does not guarantee that funds will be made available from one fiscal year to the next.

The University also reserves the right to cancel and/or suspend the established contract if changes occur in University policy and/or the way business are conducted regarding contracted services.

l. Prime Contractor 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

m. Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

n. Permits, Licenses, Taxes

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security, or annuities.

o. Attorneys' Fees

If either party deems it necessary to take legal action to enforce any provision of the contract and if the University prevails, the Contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

p. Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, product, or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. The Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages, or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its logos, trademarks, or copyrights, although it may state that it has a Contract with the University without the permission of the University.

q. F.O.B. Destination

All bidders in response to this RFP must be based on F.O.B. to the University, all freight prepaid and included in the unit price. No other terms are acceptable; any bids that do not comply with the above will be rejected. The contractor will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the contractor.

Large scale products may require delivery to specific building locations. Bidders shall be required to make inside building deliveries if required within the bid specifications.

r. Indemnification

Any provision in the terms and conditions or agreement provided by the Contractor that requires or otherwise specifies that the University will indemnify the Contractor or any of its Subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the Contractor or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS [49.010](#) through

[49.180](#)) by the powers and authority vested in the Kentucky Claims Commission and KRS [45A.225](#) through [45A.275](#) (Contract Claims).

The Contractor shall defend, indemnify and hold harmless the University, its affiliated entities, their trustees, officers, employees and agents from and against all costs, losses and expenses (including reasonable cost of attorney's fees) by reason of liability imposed by law upon the Contractor for damages resulting from the Contractor's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting there from, sustained by any person or persons including the Contractor's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the Contractor, provided however, that nothing contained herein shall require the Contractor to indemnify the University for such injuries to persons or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees and agents. Any cap or limitation on the amount of the liability included by Contractor in its response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (e.g., via an amendment signed in writing by the University).

s. Arbitration

Any provision in the Contractor's terms and condition or agreement that specifies binding arbitration to resolve a controversy or claim arising out of or relating to this contract, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

t. Insurance Requirements

The Contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the Contractor employees.

Insurance Requirements for Standard Contracts

Before the selected Offeror becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/contract, Offeror shall have a Certificate of Insurance indicating the organization's in-force insurance for the following policies and limits. Contractor agrees to provide proof of such insurance upon request.

Minimum Coverages

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products, Personal and Advertising Injury Products/Complete Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* <u>(all owned, hired, and non- owned vehicles)</u>	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers' Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers' Liability	\$1,000,000.00 (each employee, each accident and policy limit)
Data Breach Liability (Including response and	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate

remediation)	
Professional Liability	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
Property Insurance	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the Contractor involved procurement on University property.

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees, and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the organization's insurance(s) is PRIMARY. If organization's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by organization and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the organization will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies

u. Builders Risk Insurance

The contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the Contract amount.

v. Bid, Payment, & Performance Bond

Proposals shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid executed by a Surety Company authorized to do business in the State of Kentucky and countersigned by a licensed Kentucky Resident Agent representing the Surety Company. (Certified Check Acceptable)

It is agreed that in the event that this proposal is accepted by the owner and the Contractor shall fail to execute a contract within ten (10) consecutive calendar days from the date of notifications of the Award of Contract, the Owner shall determine that the contractor has abandoned the contract and thereupon, the Proposal shall become null and void, and the bid guarantee, check of bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for such failure and no protest pursuant to such action will be allowed.

The Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment

of all persons performing labor, including payment of all unemployed contributions which become due and payable under the Kentucky Unemployment Insurance Law furnishings materials in connection with this contract.

The contractor is responsible for any costs associated with acquiring the performance and payment bonds.

w. Contract Changes

During the period of the contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University, which will be formally memorialized by way of written contract amendment signed by both parties.

Should the Contractor find at any time that existing conditions make modification of the requirements necessary, they shall promptly report such matter to the University of Louisville, Department of Procurement Services for consideration and decision.

x. Amendments

It is recognized that subsequent written amendments to the awarded contract may be necessary; and all such amendments will require the mutual agreement of the parties.

y. 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.

z. 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.

Forms can be found at: [Kentucky Preference Claim Forms](#).

aa. Reports and Auditing

Contractors are required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diverse Tier 2 or subcontractors affiliated with company. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful Contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful Contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting the quarterly reports.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers shall also be completed with the Contractor's name, contract number, and reporting period. A copy of the reporting template to be submitted can be found on the University's website found [here](#).

Reports can be submitted via email to purchase@louisville.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

If the successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

The University reserves the right to request Audited Financial Statements from all firms submitting proposals to adequately evaluate firm(s) financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the RFP file and will not be subject to open records inspection/requests.

bb. 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 the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

cc. Conflict of Interest

Any Offeror responding to the Request for Proposal is required to disclose any potential conflict of interest. If the owner of your organization is related to a University employee, that relationship must be

disclosed in writing and made part of the bid response.

For purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great-:

- parent
- child or ward
- sibling
- uncle or aunt
- first cousin
- nephew or niece
- spouse, domestic partner, significant other

dd. University Brand Standards

The Contractor must adhere to all University Brand Standards when using University logos, trademarks, or other University intellectual property. University Brand Standards are maintained by the University Office of Communications and Marketing (OCM) and can be viewed [here](#). Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the OCM Director or designee can approve exceptions to the University standards.

ee. Payment Terms

The Contractor shall be paid, upon the submission of proper invoices, to the "Billing Address" shown on the purchase order, at the prices stipulated for items delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

The University reserves the right to make payment for orders via the University corporate Visa procurement card (ProCard).

ff. Taxes

The University is tax exempt from the provision of the Kentucky six percent (6%), sales and/or Use Tax on materials and equipment under this procurement. The University is also entitled to exemption from Federal Excise Tax. Our tax-exempt number is C-102. Exemption certifications shall be furnished upon request to cover exemptions where applicable.

gg. COVID-19 Safety Requirements

Offerors, awardees, their subcontractors, and all associated personnel, while on any University property or University controlled property, must be in full compliance with all current University, state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual's nose and mouth. Further details regarding the University COVID-19 safety procedures can be found here: [University COVID-19 Response](#). Current CDC guidelines can be found here: [CDC Guidelines](#).

hh. Compliance with Executive Order 14042

As the University of Louisville is as a federal contractor, the University is subject to the terms of Executive Order (EO) 14042, "Ensuring Adequate COVID Safety Protocols for Federal Contractors." In accordance with the requirements of EO 14042, vendor agrees that, unless this agreement relates solely to the provision of products or the value of the contract is equal to or less than the simplified acquisition threshold, as that term is defined in section 2.101 of the Federal Acquisition Regulation, vendor shall

comply with all applicable guidance issued by the federal government in connection with EO 14042, including guidance conveyed through Frequently Asked Questions, as amended during the performance of the resulting contract, published by the Safer Federal Workforce Task Force (Task Force Guidance [here](#)).

In the event that the vendor enters into any subcontracts providing services in connection with this agreement, the vendor shall include the substance of the clause above, including this paragraph (including the flow down requirement), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract award, and are for services (not products), including construction, performed in whole or in part within the United States or its outlying areas.

ii. ADA and Related Compliance

Not Applicable

jj. Information Security

Not Applicable

kk. PCI Compliance

Not Applicable

7. FINANCIAL OFFER SUMMARY

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

The “Financial Score” used in the selection process will be based on the “Total Cost for the Project” (see below)

Preconstruction Phase Services \$ _____

Design Phase Services \$ _____

Bid and Award Phase Services \$ _____

Total lump sum \$ _____

Additional Cost to Complete

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

Principle of Firm/professional \$ _____/hr_

Registered Architect (other than principle) \$ _____/hr_

Registered Engineer (other than principle) \$ _____/hr_

Architectural Designer \$ _____/hr_

Engineering Designer \$ _____/hr_

Construction Manager \$ _____/hr_

Project Manager \$ _____/hr_

Project Engineer \$ _____/hr_

Technician/Inspector \$ _____/hr_

CAD Technician/Draftsperson \$ _____/hr_

Administrative/Clerical \$ _____/hr_

8. SUPPLIER CERTIFICATION

The University is committed to conducting its procurement practices in accordance with federal law and regulations and with firms committed to an Equal Employment Opportunity policy. Towards that end, the Contractor is requested to review the attached Supplier Certification document and to complete any applicable information regarding conflict-of-interest requirements in the Supplier Certification. The attached Supplier Certification will be incorporated into the final contract/agreement resulting from this proposal. Awarded Contractors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

The following certifications and acknowledgements are applicable as indicated by the particular provision.

The term “Supplier,” as used in this document, refers to the entity that is supplying the goods or services to the University or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Second Party, Subcontractor, or other similar term.

The term “Contract”, as used in this document, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University or one of its affiliated corporations.

The term “UofL affiliated entity” refers to the University of Louisville, the University of Louisville Research Foundation, Inc., the University of Louisville Athletic Association, or the University of Louisville Foundation.

a. Equal Opportunity Clause

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity in a twelve-month period)

This Contract is subject to the requirements of Executive Orders [11246](#) and [11375](#) and the rules and regulations of the U.S. Secretary of Labor ([41 CFR Chapter 60](#)) in promoting Equal Opportunities. During the performance of this Contract the Supplier agrees as follows:

- Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or Contractor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.¹

b. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.
- The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service.

¹ For federally assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.

- The Supplier shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. If the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- As used in this clause:
 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.
 4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
 5. "Disabled veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
 6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after

August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

c. Certificate of Nonsegregated Facilities

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex, or national origin.

The undersigned Supplier certifies to the University and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, Offeror, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in [18 U.S.C. 1001](#).

d. Employment of Individuals with Disabilities

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Supplier agrees as follows:

- (1) that it will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and

otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures.
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - (iii) Rates of pay or any other form of compensation and changes in compensation.
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - (v) Leaves of absence, sick leave, or any other leave.
 - (vi) Fringe benefits available by virtue of employment, whether administered by the Contractor.
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) that it will include the provisions of this clause in every subcontract or purchase order more than \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

e. Affirmative Action Program Requirement

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order [11758](#), section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

f. Filing Certificate

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

g. Affirmative Action Certificate

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers.²

h. Administrative, Contractual, Legal Remedies

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Supplier acknowledges that the applicable UofL affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the UofL affiliated entity or the federal entity providing the funding. The UofL affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any UofL affiliated entity. In determining the appropriate sanction and/or penalty, the UofL affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have 10 business days from the date of receipt of the notice to submit a written response. The response will be reviewed, and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the UofL affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

² Non-construction Contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction Contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

i. Davis Bacon Act

(Applicable to federally funded construction projects exceeding \$2,000)

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

j. Contract Work Hours and Safety Standards Act

(Applicable to federally funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

k. Clean Air and Federal Water Pollution Control Act

(Applicable to federally funded Contracts exceeding \$150,000)

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the UofL affiliated entity of any such violations.

l. Termination

(Applicable to federally funded Contracts exceeding \$10,000)

The UofL affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The UofL affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular A-21 or 2 CFR Part 200 as applicable.

m. Lobbying / Anti-Kickback

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Supplier agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Supplier certifies to the best of his/her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, , the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the UofL affiliated entity.
- 3) The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

n. Access to Records

(Applicable to any federally funded Contracts)

The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice by the UofL affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by this Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the UofL affiliated entity in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

o. Audits

(Applicable to any federally funded Contracts)

Supplier assures UofL affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the UofL affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours,

Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the Contract / purchase order, acceptance of payment, or other form of acceptance / acknowledgement (e.g., continuing business relationship) with a UofL affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the UofL affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).

Exhibit A – List of current project candidates

* List is subject to change due to feasibility and funding

JB Speed School - Electrical system, switch gear, bare neutrals, and electrical panels replacement.
(Serves J.B. Speed School, W.S. Speed and Sackett Building)

JB Speed- HVAC upgrades (requires electrical upgrades completed first)

Vogt Building – Phase 2 – Replace outdated chillers and piping located under the building making repairs and maintenance impossible.

Life Science – Electrical system replacement (switchgear, generator, ATS electrical panels)

Life Science – HVAC replacement/ upgrades new HVAC systems, lighting and plumbing systems repairs.

Natural Science – Electrical system replacement (switchgear, generator, ATS electrical panels).

Natural Sciences- HVAC upgrades to AHU, ductwork and terminal devices

Chemistry Building - MEP replacement/ upgrades new HVAC systems, fume hoods, lighting, electrical systems and distributions, and plumbing systems repairs.

Lutz Hall - HVAC upgrades to AHU and 3rd floor inclusive of Laboratory areas

Ernst Hall Auditorium (high utilization for exams)- HVAC upgrades, lighting, ceiling and platform ADA accessibility

Natural Science - Fire Alarm replacement

W.S. Speed and Life Sciences Elevators updates

Lab Refreshment - Finishes, ceilings, lights and HVAC vents (recommend after completing with the HVAC scope of work) for Life Sciences, Lutz, Natural Sciences

Building Entries Refreshment - Finishes, lights, branding and signage for Ernst, Life Sciences, Natural Sciences, Lutz, Sacket, Vogt, WS Speed

Corridors Refreshment - Finishes, lighting, branding, signage and water fountains/bottle fillers for Ernst, Life Sciences, Lutz, Natural Sciences, JB Speed, Vogt, WS Speed

Restroom Refreshment - Finishes, ceilings, lights, and ADA compliance work for Ernst, Life Sciences, Lutz, Natural Sciences, Sacket, JB Speed, Vogt, WS Speed

Student Gathering Space Improvements - Finishes, ceilings, lights, branding and kitchenettes for Ernst, Life Sciences, Lutz, Natural Sciences, Sacket, JB Speed, Vogt, WS Speed

Auditorium Refreshment - Finishes, lighting and ADA compliance work for Life Sciences, Natural Sciences, Vogt

ADA Door Hardware Improvements – Door Hardware: Ernst, Life Sciences, Natural Sciences, Sacket, JB Speed, WS Speed

ADA Ramp Access Improvements - Ramps for Natural Sciences, Sacket

Strickler Hall – Phase 2 – Install new return ductwork to help the new AHU run efficiently

Thrust Theatre – Phase 2 upgrade HVAC System

Music School – Phase 2 – upgrade HVAC System

Esktrom Library - Robotic Arm replacement

Esktrom Library - McConnel Center HVAC upgrade

School of Music - upgrade cloud for acoustical/lighting

Education Building - VAV reheat/Envelope

51 Medical Dental Research - Electrical updates (Main switchgear, generator, panelboards, lighting)

51 Medical Dental Research - Plumbing updates (Domestic water, sanitary piping, fixtures)

51 Medical Dental Research - 1st, 2nd and 3rd floor corridors (abatement, flooring, ceiling, lighting, paint)

55A School of Medicine Tower - Electrical updates (Main switchgear, generator, panelboards, lighting)

55A School of Medicine Tower - HVAC updates (Chilled water, steam, condensate, heating water, AHUs, exhaust fans, terminal units, controls)

55A School of Medicine Tower - Plumbing updates (Domestic water, sanitary piping, fixtures)

55B School of Medicine - Gross Anatomy Lab HVAC/Electrical Upgrades

55B School of Medicine - Fresh Tissue and Morgue HVAC/Electrical Upgrades

55B School of Medicine - Electrical updates (Main switchgear, generator, panelboards, lighting)

55E Donald Baxter Building - HVAC /Electrical Upgrades

55F Delia Baxter Building - HVAC/Electrical Upgrades

56 Kentucky Lions Eye Clinic - Electrical updates (Main switchgear, generator, panelboards, lighting)

56 Kentucky Lions Eye Clinic - Plumbing updates (Domestic water, sanitary piping, fixtures)

55D Kornhauser Library - Plumbing updates (Domestic water, sanitary piping, fixtures)

55D Kornhauser Library - HVAC updates (Chilled water, steam, condensate, heating water, AHUs, exhaust fans, terminal units, controls)

57 Research Resource Center - Plumbing updates (Domestic water, sanitary piping, fixtures)

57 Research Resource Center - Electrical updates (Main switchgear, generator, panelboards, lighting)

55E Donald Baxter Building - Basement auditorium Improvements (furniture, finishes, ceilings, lighting, carpet)

Health Science Campus Corridors Refreshment - Finishes, lighting, branding, signage and water fountains/bottle fillers

Health Science Campus Restroom Refreshment - Finishes, ceilings, lights, and ADA compliance work

Health Science Campus ADA Door Hardware Improvements

Health Science Campus Building Entries Refreshment - Finishes, lights, branding and signage

Health Science Campus Building Site Refreshment - Softscape, hardscape, site lighting, site utilities & Irrigation (\$567K/bldg.)

Health Science Campus Student Gathering Space Improvements - Finishes, ceilings, lights, branding and kitchenettes

Belknap and Health Science Campus - Critical Building Automation Control Upgrades Phase 1

Belknap and Health Science Campus - Critical Building Automation Control Upgrades Phase 2

Belknap and Health Science Campus - VFD Replacements Phase 1

Belknap and Health Science Campus - VFD Replacements Phase 2

School of Law`- roof replacement

55B School of Medicine – roof replacement

School of Business – roof replacement

Brigman Hall – roof replacement

Strickler Hall – roof replacement

Ernst Hall – roof replacement

Natural Science – roof replacement

Life Science – roof replacement

Ekstrom Library – roof replacement

55A School of Medicine Tower – roof replacement

HPER Kiln Shed – roof replacement

Belknap Campus Electrical Distribution System located at Grawemeyer Hall

Kentucky Lions Eye (West and East) – elevator upgrade

55B School of Medicine – elevator upgrade

55D Kornhauser Library (Back Elevator) – elevator upgrade

Student Activities Center (Elevator #3) – elevator upgrade

Law School (Elevator #2 East Side) – elevator upgrade

Law School (Elevator #3 West Side) – elevator upgrade

55B K-Wing – elevator upgrade

Ernst Hall – fire alarm system upgrade

Gardiner Hall – fire alarm system upgrade

Law School – fire alarm system upgrade

Gottschalk Hall – fire alarm system upgrade

Miller Information Technology Center – fire alarm system upgrade

WS Speed – fire alarm system upgrade

Urban & Public Affairs (CUER) – fire alarm system upgrade

55C Medical Dental Research – fire alarm system upgrade

55A School of Medicine Tower – fire alarm system upgrade

55B School of Medicine – fire alarm system upgrade

55D Kronhauser Library – fire alarm system upgrade

Kentucky Lions Eye Clinic – fire alarm system upgrade

Donald Baxter Research – fire alarm system upgrade

Delia Baxter Research – fire alarm system upgrade

Centera for Translational Research – fire alarm system upgrade

Research Resource Center – fire alarm system upgrade CII

Center for Predictive Medicine – fire alarm system upgrade

Upgrade existing Belknap Campus Access Control systems

Upgrade existing HSC Campus Access Control systems

Upgrade all Campus Camera Systems Phase 1

Upgrade all Campus Camera Systems Phase 2

Campus Lighting Phase 1

Campus Lighting Phase 2



Andy Beshear
GOVERNOR

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF REAL PROPERTIES**

Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
Phone: (502) 564-2205
Fax: (502) 564-8108


Holly M. Johnson
SECRETARY

Sam Ruth
COMMISSIONER

Scott Aubrey
DIRECTOR

MEMORANDUM

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager 
Division of Real Properties

DATE: May 5, 2022

SUBJECT: Quarterly Leasehold Improvements Report

The following leasehold improvement requests have been processed by the Leased Properties Branch of this Division during the third quarter of Fiscal Year 2022.

Property Identification Number:	PR-5574, Warren County
Tenant Agency:	Transportation Cabinet
Total Cost:	\$6,615.00
Scope of Work:	Renovations associated with installation of an additional door (i.e., designated entry/exit) to resolve recurring congestion.
Property Identification Number:	PR-5348, Simpson County
Tenant Agency:	Department of Corrections
Total Cost:	\$5,692.20
Scope of Work:	Minor security/safety renovations (i.e., replace reception window with a transaction type window).
Property Identification Number:	PR-1705, Simpson County
Tenant Agency:	Cabinet for Health & Family Services
Total Cost:	\$5,020.76
Scope of Work:	Minor security/safety renovations (i.e., replace reception window with a transaction type window).
Property Identification Number:	PR-5134, Bullitt County
Tenant Agency:	Department of Corrections
Total Cost:	\$8,250.00
Scope of Work:	Minor security/safety renovations (i.e., replace reception window with a transaction type window, keypads on reception and employee doors, locking cabinets in the drug testing restroom).

Please advise should you have questions or require additional information.

BSH/bh

CC: Capital Construction Log
BSH



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES**

ANDY BESHEAR
Governor

**Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
(502) 564-2205
Fax: (502) 564-8108**

HOLLY M. JOHNSON
Secretary

SAM RUTH
Commissioner

SCOTT AUBREY
Director

TO: Katherine Halloran, Committee Staff Administrator
Capital Projects and Bond Oversight Committee

FROM: Brien S. Hoover, Leasing Manager *BSH*
Division of Real Properties

DATE: May 5, 2022

SUBJECT: Quarterly Lease Modification Report

The following lease modifications, resulting in annual rent changes, have been processed by the Leased Properties Branch of this Division during the second quarter of Fiscal Year 2022.

PR-5546, Pulaski County, Transportation			
Square Foot Change	Annual Rent Change	Number of Staff	Effective:
From 2,944	From \$23,758.08	Original 10	12/15/2021
To 3,741	To \$30,189.88	Current 12	Expires:
Difference 797	Difference \$6,431.80		6/30/2029
Rental: \$8.07			per sq ft
Program Changes: Supplemental space to accommodate KSP staff.			

PR-5641, Boone County, KYTC			
Square Foot Change	Annual Rent Change	Number of Staff	Effective:
From 5,211	From \$96,403.52	Original 20	2/1/2022
To 5,736	To \$106,116.00	Current 22	Expires:
Difference 525	Difference \$9,712.48		6/30/2029
Rental: \$18.50			per sq ft
Program Changes: Supplemental space to accommodate KSP staff.			

PR-5626, Christian County, KYTC			
Square Foot Change	Annual Rent Change	Number of Staff	Effective:
From 2,059	From \$37,062.00	Original N/A	2/10/2022
To 2,376	To \$42,768.00	Current N/A	Expires:
Difference 317	Difference \$5,706.00		6/30/2029
Rental: \$18.00			per sq ft
Program Changes: Pro-rated portion of shared (reference PR-5650) common space.			

May 3, 2022

Senator Rick Girdler, Co-Chair,
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 34
702 Capitol Avenue
Frankfort, Kentucky 40601

RE: Emergency Replacement of the Grain and Forage Center of Excellence - Design

Dear Senator Girdler and Representative Freeland and Members of the Capital Projects and Bond Oversight Committee:

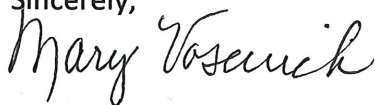
The University of Kentucky is reporting an Emergency Capital Project, Emergency Replacement of the Grain and Forage Center of Excellence – Design pursuant to KRS 45.750(1)(g).

On December 10, 2021, the Grain and Forage Center of Excellence and Princeton Research Farm received a direct hit from an EF04 tornado with sustained winds of an estimated 190 MPH. The devastation included the destruction of most of the research facilities and the Grain and Forage Center building which had just been completed in February of 2020.

The planned new facility will replace the demolished building and will allow the University to continue research on intensive agricultural practices, study water quality issues and help define the environmental footprint of intensive agriculture. The project is planned to include approximately 64,000 square feet for administrative, conference, learning, laboratory, and office areas. Pursuant to KRS 45.750(1)(g), this project qualifies as an Emergency Repair, Maintenance or Replacement Project as it is necessitated by damage resulting from a disaster. The \$3,000,000 Design was approved our Board of Trustees at their April 29, 2022 meeting and will be funded with insurance reimbursement and/or other University resources.

We appreciate the Committee's support of this project. If you should have additional questions, please contact me at the number below or Elizabeth Baker at 859.257.6315.

Sincerely,



Mary Vosevich

Vice President for Facilities Management and Chief Facilities Officer

FCR 9

Office of the President
April 29, 2022

Members, Board of Trustees:

EMERGENCY REPLACEMENT OF THE GRAIN AND FORAGE CENTER OF EXCELLENCE (DESIGN ONLY) CAPITAL PROJECT

Recommendation: that the Board of Trustees approve the initiation of the design phase only of The Grain and Forage Center of Excellence as an emergency project.

Background: Pursuant to Administrative Regulation 8:2, any capital project with an estimated scope of \$1,000,000 or more must be approved by the Board prior to initiation.

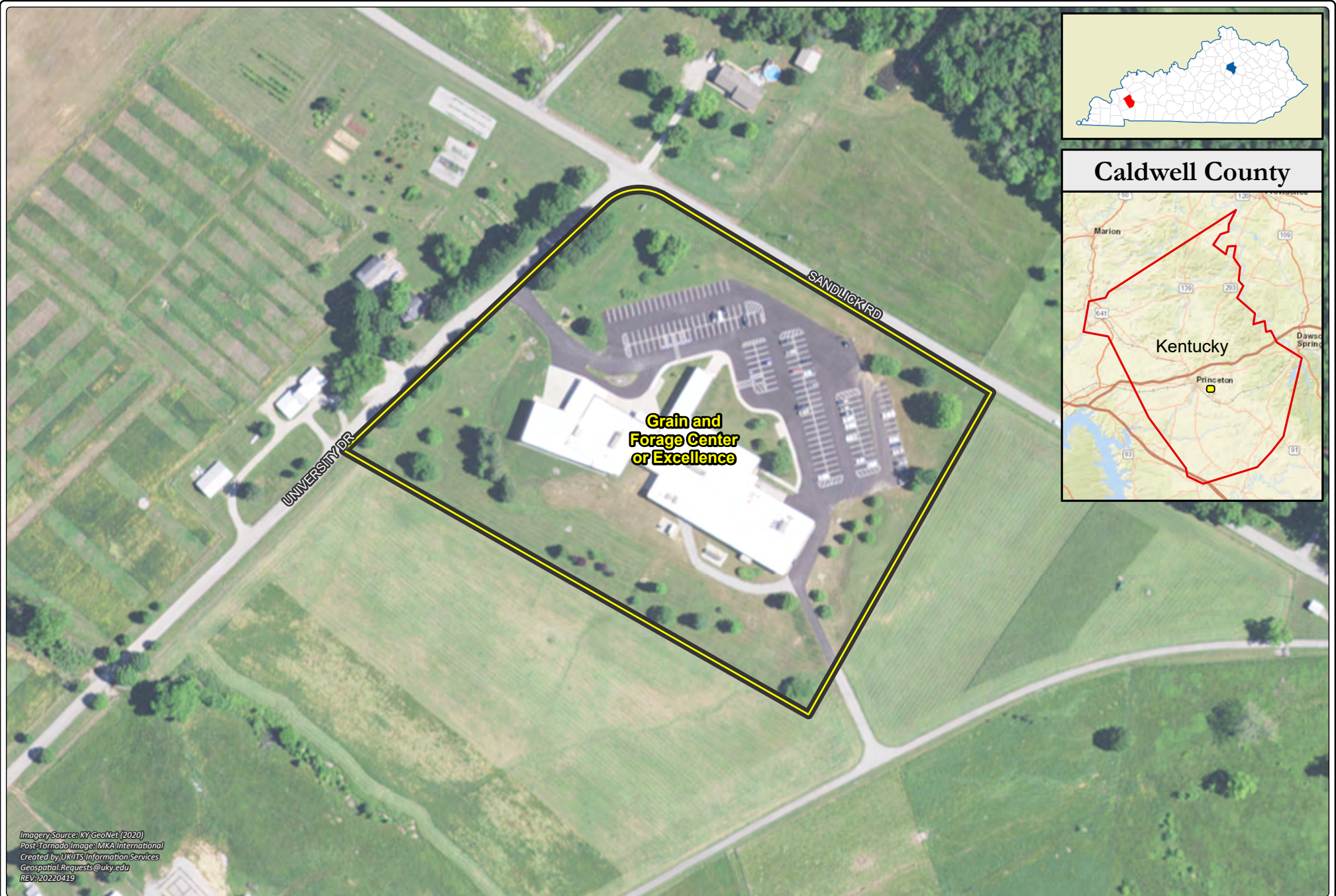
On December 10, 2021, the Grain and Forage Center of Excellence and Princeton Research Farm (UKREC) received a direct hit from an EF-4 tornado with sustained winds of an estimated 190 MPH. The devastation included the destruction of most of the research facilities the Grain and Forage Center building which was completed in February 2020. The loss of facilities impacted 11 academic departments/administrative units and more than 70 full and part-time employees. The planned new facility will replace the demolished building. The replacement facility will allow the University to continue research on intensive agricultural practices, study water quality issues and help define the environmental footprint of intensive agriculture. This ultimately benefits Kentucky producers by providing new applications and technologies resulting in increased yields, reduced inputs and higher economic returns.

The project is planned to include approximately 64,000 square feet for administrative, conference, learning, laboratory and office areas.

Pursuant to KRS §45.750(1)(g), this project qualifies as an Emergency Repair, Maintenance or Replacement Project as it is necessitated by damage resulting from a disaster. Contingent upon approval by the Board, the emergency capital project will be reported to the Capital Projects and Bond Oversight Committee.

This \$3,000,000 project is authorized by emergency authority and will be funded with insurance reimbursement and/or other resources.

Action taken: ☒ Approved ☐ Disapproved ☐ Other_____





University of Kentucky
Facilities Management
® Office of the Vice President

May 3, 2022

Senator Rick Girdler, Co-Chair,
Representative Chris Freeland, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 34
702 Capitol Avenue
Frankfort, Kentucky 40601

RE: Construct Beam Institute I and II Capital Project

Dear Senator Girdler and Representative Freeland and Members of the Capital Projects and Bond Oversight Committee:

At its June 19, 2020 meeting our Board of Trustees approved the initiation of the Construct Beam Institute I (Still Building) capital project. The initiation of the Construct Beam Institute II (Maturation Building) capital project was approved at the Board's May 4, 2021 meeting. The total approved scope of the two projects was \$6,625,000. As both projects are closely related, they were bid together. The bids received were significantly higher than budgeted and a value engineering process was pursued during design. However, this process failed to bring the projects within the approved budget. After re-bidding using competitive negotiation with the three low bidders pursuant to the model procurement code, the projects were value engineered once again but the results were yet again over the approved budget. The current bid pricing is indicative of increases in construction costs, lack of competition among bidders as well as supply shortages caused by heavy demand.

At its February 18, 2022 meeting our Board of Trustees approved an increase in the scope to \$9,525,000 for the two projects. Additionally, given that the projects have been bid together and will be constructed contemporaneously the Board approved consolidation of the two projects for administrative purposes. The University is requesting that the Committee approve consolidation of the two project authorizations for a total scope of \$20,000,000 to streamline the accounting and reporting of this project.

We appreciate the Committee's support of this project. If you should have additional questions, please contact me at the number below or Elizabeth Baker at 859.257.6315.

Sincerely,

A handwritten signature in black ink that reads 'Mary Vosevich'.

Mary Vosevich
Vice President for Facilities Management and Chief Facilities Officer

FCR 13

Office of the President
February 18, 2022

Members, Board of Trustees:

CONSTRUCT BEAM INSTITUTE I AND II
(STILL BUILDING AND MATURATION BUILDING) CAPITAL PROJECT

Recommendation: that the Board of Trustees approve the initiation of Construct Beam Institute I and II (Still Building and Maturation Building) Capital Project and an internal loan to fund a portion of the project.

Background: Pursuant to Administrative Regulation 8:2, any capital project with an estimated cost of \$1,000,000 or more must be approved by the Board prior to initiation.

At its June 19, 2020 meeting, the Board approved the initiation of the Construct Beam Institute I (Still Building) capital project with a scope of \$5,500,000. The initiation of the Construct Beam Institute II (Maturation Building) capital project was approved at the Board's May 4, 2021 meeting with a scope of \$1,125,000. The total approved scope for both projects is \$6,625,000.

As the Still and Maturation Building projects are so closely related, they were bid together on November 9, 2021. The bids received were significantly higher than budgeted and a value engineering process was pursued during design. However, this process failed to bring the projects within the approved budget. After rebidding using competitive negotiation with the three low bidders pursuant to the model procurement code, the projects were value engineered once again. Unfortunately, the results were again over the approved scope. The current bid pricing is indicative of increases in construction costs, lack of competition among bidders as well as supply shortages caused by heavy demand.

The revised combined scope of these projects, authorized by the 2020 Session of the Kentucky General Assembly, is \$9,525,000 which is well within the total legislative authorization of \$20,000,000. The project will be funded with agency funds, including an internal loan not to exceed \$7,500,000, and private gifts (gift in kind). Pursuant to the University's Internal Loan Program Policy, the Debt Committee has reviewed and approved the request for the internal loan. Pending Board approval, the university will report the combination of the two legislative authorizations to the Capital Projects and Bond Oversight Committee.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____



Kentucky Council on Postsecondary Education

Andy Beshear
Governor

100 Airport Road, 2nd Floor
Frankfort, Kentucky 40601
Phone: 502-573-1555
<http://www.cpe.ky.gov>

Aaron Thompson, Ph.D.
President

Capital Projects and Bond Oversight Committee
Capitol Annex, Room 34
702 Capital Avenue
Frankfort, Kentucky 40601

DATE: April 19, 2022

RE: Eastern Kentucky University Interim Capital Project

Dear Senator Girdler and Representative Freeland,

The Council on Postsecondary Education met on April 15, 2022, and per KRS 164.020 (11) approved an interim capital project at Eastern Kentucky University to upgrade building system management controls using \$1,150,000 in federal funds. The Council's Finance Committee endorsed the project for full Council approval on April 12, 2022.

If you have any questions or require additional information, please contact me at (502) 892-3039.

Sincerely,

A handwritten signature in cursive script that reads "Shaun McKiernan".

Shaun McKiernan
Executive Director, Budget and Finance

C: President David McFaddin, ECU
Ryan Green, ECU
Carla Wright, OSBD

SFCC Issues January - April 2022

<u>Sale Date</u>	<u>School District</u>	<u>SFCC</u>	<u>Local</u>	<u>Par</u>	<u>Project Description</u>
06-Jan-22	ELIZABETHTOWN INDEPENDENT	\$ 979,000	\$ -	\$ 979,000	Renovations at HS
12-Jan-22	KENTON COUNTY SCHOOLS	\$ 1,572,110	\$ 46,812,890	\$ 48,385,000	Renovations at Scott HS and Hinsdale ES
18-Jan-22	GLASGOW INDEPENDENT	\$ 1,302,165	\$ 19,697,835	\$ 21,000,000	Renovations at South Green ES
19-Jan-22	MARION COUNTY SCHOOLS	\$ 2,227,198	\$ 11,312,802	\$ 13,540,000	Renovations at Marion Co HS
20-Jan-22	EDMONSON COUNTY SCHOOLS	\$ 321,531	\$ 3,848,469	\$ 4,170,000	District wide Energy Projects
20-Jan-22	ELLIOTT COUNTY SCHOOLS	\$ 300,000	\$ -	\$ 300,000	Security Improvements at HS
20-Jan-22	MONTGOMERY COUNTY SCHOOLS	\$ 1,333,064	\$ 11,411,936	\$ 12,745,000	Renovations at Camargo ES
25-Jan-22	NICHOLAS COUNTY SCHOOLS	\$ 528,000	\$ -	\$ 528,000	Renovations at HS
25-Jan-22	TRIMBLE COUNTY SCHOOLS	\$ 1,280,000	\$ -	\$ 1,280,000	Renovations HS Gymnasium
26-Jan-22	LESLIE COUNTY SCHOOLS	\$ 265,888	\$ 184,112	\$ 450,000	Renovations at HS
26-Jan-22	PULASKI COUNTY SCHOOLS	\$ 1,724,546	\$ 730,454	\$ 2,455,000	Roof Replacement at Northern MS
27-Jan-22	BELL COUNTY SCHOOLS	\$ 970,000	\$ -	\$ 970,000	Renovations at Page School Center
31-Jan-22	CRITTENDEN COUNTY SCHOOLS	\$ 1,385,000	\$ -	\$ 1,385,000	Phase 2 Crittenden County MS
01-Feb-22	LAWRENCE COUNTY SCHOOLS	\$ 460,000	\$ -	\$ 460,000	Security Improvements
02-Feb-22	LETCHER COUNTY SCHOOLS	\$ 710,000	\$ -	\$ 710,000	District wide Renovations
03-Feb-22	CLINTON COUNTY SCHOOLS	\$ 715,000	\$ -	\$ 715,000	Roof Replacement at Clinton Co. HS
03-Feb-22	DAWSON SPRINGS INDEPENDENT	\$ 209,251	\$ 90,749	\$ 300,000	Roof Replacement at ES
03-Feb-22	HENRY COUNTY SCHOOLS	\$ 565,000	\$ -	\$ 565,000	Renovations at Henry Co HS
03-Feb-22	LINCOLN COUNTY SCHOOLS	\$ 615,000	\$ -	\$ 615,000	Renovations at Lincoln Co HS
16-Mar-22	GREENUP COUNTY SCHOOLS	\$ 693,276	\$ 351,724	\$ 1,045,000	Renovations at Greysbranch ES
22-Mar-22	BOONE COUNTY SCHOOLS	\$ 710,095	\$ 17,964,905	\$ 18,675,000	Renovations at Jones MS and Boone HS
06-Apr-22	WILLIAMSTOWN INDEPENDENT	\$ 698,992	\$ 9,946,008	\$ 10,645,000	District wide Renovations
13-Apr-22	SIMPSON COUNTY SCHOOLS	\$ 2,481,781	\$ 513,219	\$ 2,995,000	Renovations at Franklin ES and Simpson ES
		<u>\$ 22,046,897</u>	<u>\$ 122,865,103</u>	<u>\$ 144,912,000</u>	

Refundings

<u>Sale Date</u>	<u>School District</u>	<u>SFCC</u>	<u>Local</u>	<u>Par</u>	<u>Savings</u>	<u>Project Description</u>
13-Jan-22	MORGAN COUNTY SCHOOLS	\$ 1,782,127	\$ 5,417,873	\$ 7,200,000	\$ 675,762	Refinance Series 2012
18-Jan-22	ASHLAND INDEPENDENT SCHOOLS	\$ 1,610,259	\$ 8,449,741	\$ 10,060,000	\$ 689,112	Refinance Series 2011/2013
16-Feb-22	MEADE COUNTY SCHOOLS	\$ 206,160	\$ 6,778,840	\$ 6,985,000	\$ 456,768	Refinance Series 2012
		<u>\$ 3,598,546</u>	<u>\$ 20,646,454</u>	<u>\$ 24,245,000</u>		