

September 2, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Legislative Research Commission
Capitol Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Subject: Sundry Research, Scientific and Medical Equipment

Dear Senator Funke Frommeyer, Representative McPherson and Honorable Members of the Capital Projects and Bond Oversight Committee:

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

- A NanoZoomer S540 digital slide scanner system has been purchased from Hamamatsu Corporation. The NanoZoomer scanner is a high-capacity digital pathology system that converts traditional glass microscope slides into high-resolution digital images for viewing, analysis, sharing, and long-term storage. The scanner will replace an aging system and will enable pathologists to work more efficiently by digitizing pathology slides, improving workflow consistency, reducing variation in slide review, and enhancing diagnostic quality and patient care outcomes. This item of medical equipment was purchased with UK restricted funds for a total cost of \$231,750 and will be located at the UK Albert B. Chandler Hospital in Lexington, Kentucky.
- A Loop-X mobile imaging intraoperative CT system has been purchase from Brainlab, Inc. The Loop-X is a mobile intraoperative CT imaging system that provides high-resolution x-ray imaging directly in the operating room. The equipment's integration with surgical navigation systems allow surgeons to obtain real-time images during procedures, automatically aligning imaging with navigation tools, improving accuracy and outcomes in complex spine and cranial surgeries. The medical equipment was purchased with UK restricted funds for a total cost of \$493,910 and will be located at the UK Albert B. Chandler Hospital in Lexington, Kentucky.
- An OpTime complete Opmi Lumera 700 system has been purchased from Carl Zeiss Meditec USA, Inc. The Opmi Lumera is a high-performance ophthalmic surgical microscope used during eye surgeries, including both anterior segment procedures and posterior segment procedures involving the retina. The microscope provides surgeons with enhanced visualization through advanced optics, high-definition imaging, depth-of-focus management, specialized illumination, and integrated retinal viewing technology, allowing for greater precision and improved visibility of delicate eye structures during surgery. The medical equipment was purchased with UK restricted funds for a total cost

of \$234,485.14 and will be located at the UK Albert B. Chandler Hospital in Lexington, Kentucky.

- An OEC Elite 3D imaging system with C-Arm has been purchased from GE Healthcare. The OEC Elite system delivers high-quality images at lower radiation doses, along with advanced imaging capabilities to support surgical precision and efficiency. The equipment will replace an aging unit thereby improving reliability, reducing downtime, and enhancing image quality for patient care. The medical equipment was purchased with UK restricted funds for a total cost of \$232,508 and will be located at the UK Albert B. Chandler Hospital in Lexington, Kentucky.
- A Magnetom Sola Fit MRI has been purchased from Siemens Healthineers. The Magnetom Sola Fit is a MRI system that uses powerful magnets, radio waves, and advanced software to produce highly detailed without exposing patients to ionizing radiation. It is designed to support a wide range of clinical applications, including cardiac imaging, to improve scan quality, reduce exam times, and increase patient comfort, including quieter exams and features that help reduce claustrophobia. The medical equipment was purchased with UK restricted funds for a total cost of \$976,000, including necessary installation, and will be located at the UK Albert B. Chandler Hospital in Lexington, Kentucky.
- An Azurion 7 M20 x-ray system has been purchased from Philips Healthcare. The Azurion 7 is an advanced image-guided therapy system that combines high-resolution x-ray imaging with a ceiling-mounted C-arm to support minimally invasive surgical procedures. The equipment provides physicians with real-time, detailed images, helping them diagnose and treat conditions with greater precision and efficiency. The equipment will replace an aging x-ray unit and will support higher-quality image-guided interventions. The medical equipment was purchased with UK restricted funds for a total cost of \$1,102,714.20 and will be located at UK King's Daughters Medical Center in Ashland, Kentucky.

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

Sincerely,



Roxie Allison
Vice President for Financial Planning and Chief Budget Officer

cc: Elizabeth Baker
Whitney Smith Berry



August 18, 2026

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

RE: \$17,000,000 Bell County School District Finance Corporation
School Building Revenue Bonds, Series of 2026

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 for Renovations at the Bell Central School Center and Bell County HS.

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:	\$17,000,000	
District	Bell County School District	
Issue Name:	School Building Revenue Bonds, Series 2026	
Purpose:	Renovations at the Bell Central School Center and Bell County HS	
Projected Sale Date:	Q3 2026	
First Call Date:	8 Years at par	
Method of Sale:	Competitive Bids	
Place/time of sale:	Parity/SFCC, Frankfort, Ky. / TBD	
Bond Rating:	Moody's: "Aa3"	
Bond Counsel:	Steptoe and Johnson, Louisville, KY	
Fiscal Agent:	RSA Advisors LLC, Lexington, Kentucky	
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>

Estimated par amount of Bonds:

% Share of total Bonds:

Estimated average annual debt service:

Estimated debt service reserve:

SFCC Portion	Local Portion	Total
\$0	\$17,000,000	\$17,000,000
0.00%	100.00%	100.00%
\$0	\$1,406,288	\$1,406,288
\$0	\$0	\$0

Estimated Cost of Issuance:

Fiscal Agent, Bond Counsel, etc

Special Tax Counsel

Number verifications

Bond Rating & Bank Fee

Underwriter's Discount

Credit Enhancement

Total Cost of Issuance:

\$0	\$81,000	\$81,000
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$39,850	\$39,850
\$0	\$340,000	\$340,000
\$0	\$0	\$0
\$0	\$460,850	\$460,850

Anticipated Interest Rates:

5 Years: 3.000% 10 Years: 3.200% 15 Years: 3.900%

20 Years: 4.200%

Notes: No Tax Increase required

School District Name:
Project:
Probable Cost Breakdown
Date:

Bell County School District
Renovations at the Bell Central School Center and Bell County HS
(Administration/Athletics/Instructional)
8/18/2026

	Total Project 100%	Administration Percentage	Athletic 6%	Instructional 94%
	\$ 16,539,150.00	\$ -	\$ 992,349.00	\$ 15,546,801.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Construction Cost	\$ 16,539,150.00	\$ -	\$ 992,349.00	\$ 15,546,801.00
Soft Costs (Architect/CM Fees)	\$ -	\$ -	\$ -	\$ -
Total Project Cost	\$ 16,539,150.00	\$ -	\$ 992,349.00	\$ 15,546,801.00
Plus: Cost of Issuance Including Bond Discount & Bond Rounding	\$ 460,850.00	\$ -	\$ 27,651.00	\$ 433,199.00
Less: Cash Contribution(s)	\$ -	\$ -	\$ -	\$ -
Amount Bonded for Construction Project	\$ 17,000,000.00	\$ -	\$ 1,020,000.00	\$ 15,980,000.00



September 2, 2026

Ms. Katherine Halloran
700 Capital Ave.
Frankfort, Kentucky 40601

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

Dear Ms. Katherine Halloran:

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

\$11,280,000 (est.)
Board of Education of Hopkins County, Kentucky
General Obligation Bonds, Series 2026B

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

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

If you need any additional information, please call me at 502.585.8950.

Sincerely,

/s/ Jack Ernstberger

Jack Ernstberger
Baird Public Finance

BOND PAYEE DISCLOSURE FORM

Par Amount:	\$11,280,000
Issue Name:	Board of Education of Hopkins County, Kentucky, General Obligation Bonds, Series 2026B
Purpose:	Various energy conservation measures throughout the District
Projected Sale Date of Bonds:	December 2026
First Call Date:	TBD
Method of Sale:	Competitive
Place/Time of Sale:	TBD
Bond Rating:	Expected "A1 Und" / "Aa3 Enh" – Moody's
Bond Counsel:	Rubin & Hays
Fiscal Agent:	Baird

Date Received by SFCC:

/	/	
/	/	

To be filled in by SFCC

Date Scheduled for Committee Review:

/	/	
/	/	

To be filled in by SFCC

	SFCC Portion	Local Portion	Total
Estimated par amount of Bonds:	-	\$11,280,000	\$11,280,000
% Share of total Bonds:	-	100.00%	100.00%
Estimated average annual debt service:	-	\$843,885	\$843,885
Estimated debt service reserve:	-	-	-
Estimated Costs of Issuance ⁽¹⁾:			
Fiscal Agent, Bond Counsel, Advertisements, Printing, etc.	-	\$58,120	\$58,120
Special Tax Counsel	-	-	-
Number Verifications	-	-	-
Bond Rating	-	33,120	33,000
Underwriter's Discount	-	225,600	225,600
Paying Agent/Escrow Agent Bank	-	4,500	4,500
Total Cost of Issuance:	-	\$321,220	\$321,220

Anticipated Interest Rates:

5 Years: 2.97%	10 Years: 3.38%
15 Years: 4.05%	20 Years: 4.32%

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

School District Name:
 Project:
 Probable Cost Breakdown
 Date:

Hopkins County School District
Energy conservation measures district-wide
(Administration/Athletics/Instructional)
9/1/2026

	Total Project 100%	Administration Percentage	Athletic Percentage	Instructional Percentage
Instructional	\$ 10,955,000.00	\$ -	\$ -	\$ 10,955,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total Construction Cost	\$ 10,955,000.00	\$ -	\$ -	\$ 10,955,000.00
Soft Costs (Architect/CM Fees)		\$ -	\$ -	\$ -
Total Project Cost	\$ 10,955,000.00	\$ -	\$ -	\$ 10,955,000.00
Plus: Cost of Issuance Including Bond Discount & Bond Rounding	\$ 325,000.00	\$ -	\$ -	\$ 325,000.00
Less: Cash Contribution(s)	\$ -	\$ -	\$ -	\$ -
Amount Bonded for Construction Project	\$ 11,280,000.00	\$ -	\$ -	\$ 11,280,000.00

Hopkins County School District,
As of September 1, 2026
Statement of Indebtedness

1. The assessed valuation of all the taxable property in the School District as estimated by the last certified assessment is:	\$ 3,914,155,951
2. Date of last certified audit:	June 30, 2025
3. The total of all bonds, notes, and other obligations of the district currently issued and outstanding, including the present issue of \$11,280,000*.	\$ 78,255,000*
4. Statutory debt limit for General Obligation bonds as set forth in KRS 66.041:	\$ 78,283,119
5. District bonding potential as set forth in 702 KAR 3:020:	\$ 8,000,000
6. The total of bonds, notes, and other obligations of the district currently issue subject to the 2% statutory limit including the present issue of \$11,280,000*.	\$ 18,695,000*
7. Does this issue include a special appropriation grant from the Commonwealth of Kentucky? If so, please state the amount and purpose of the grant.	No

*Preliminary, subject to change

August 18, 2026

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

Re: Alternative Method of Design-Build

Dear CPBOC Board:

In accordance with provisions of KRS 45A.180, I am writing to inform you that we plan to utilize the “Design-Build” 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.

MITC 109 - Student Wellness Center Renovation | Design-Build

<https://university-of-louisville.public-portal.us.workdayspend.com>

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

Sincerely,

Meg Campbell

Meg Campbell
Executive Director UPDC
University of Louisville

cc: Jamie Peck
Amber Horn
Jarett Boyd



PROCUREMENT SERVICES

Request for Proposal

RFP-1207919

MITC 109 - Student Wellness Center
Renovation | Design-Build

Proposal Due Date

09/04/2026 at 2:00 PM, EST



Proposal Number: RFP-1207919	Method of Award: Competitive Negotiation per KRS 45A.085
PPGG Worktag: PR00327	Issue Date: 08/10/2026
RFP Title: MITC 109 - Student Wellness Center Renovation Design-Build	Contract Specialist Jamie D. Peck Jamie.peck@louisville.edu

IMPORTANT: PROPOSALS MUST BE RECEIVED BY 09/04/2026 at 2:00 PM, EST

NOTICE OF REQUIREMENT

1. The University's General Terms and Conditions, viewable at [Procurement Terms and Conditions](#) under "Accounts payable Vendor Terms and Conditions of Payment with Purchase orders" 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 139, 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:	FEDERAL EMPLOYER ID NO:	DUNS#:
ADDRESS:	CITY, STATE & ZIP CODE:	PHONE#:
PAYMENT TERMS: NET 30	SHIPPING TERMS: FOB DESTINATION	E-MAIL:
SIGNATURE:	PRINTED NAME & TITLE:	DATE:

1. GENERAL OVERVIEW

1.1. 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 (3) campuses. The 287-acre Belknap Campus is three (3) miles from downtown Louisville and houses eight (8) of the university's twelve (12) colleges and schools. The Health Sciences Center (HSC) is situated in downtown Louisville's medical complex and houses the university's health-related programs and the University Hospital. The 243-acre Shelby-Hurst Campus located in eastern Jefferson County.

1.2. 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 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.

1.3. 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.

2. PROPOSAL FORMAT AND REQUIREMENTS

2.1. Key Event Dates*

Release of RFP	8/10/2026
MANDATORY Pre-Proposal Conference (Location Below)	8/19/2026 at 2:00 pm EST; MITC 201
Deadline for Written Questions	08/24/2026 at 2:00 pm EST
Addendum issue date for written questions	No later than 08/28/2026
RFP Proposals Due (Digitally In Workday)	09/04/2026 at 2:00 pm EST
Short List Announcement	Week of 09/14/2026
Offeror Presentations	Week of 09/24/2026
Letter of Intent to Negotiate Contract	Week of 10/05/2026
Desired Contract Effective Date	Week of 10/12/2026
Substantial Completion Date	January 2028
Final Completion Date	February 2028

*All dates are subject to change

MANDATORY Pre-Proposal Conference Location: The Miller Information Technology Center (MITC)
2315 S 1st St UNIT 201, Louisville, KY 40208.

2.2. Intent and Scope of Work

The University of Louisville is seeking a qualified Design-Build Contractor (DBC) for the renovation of the James G. & Jesse Miller Information Technology Center (MITC) – Suite 109 with a goal of creating a Student Wellness Center on the University of Louisville's Belknap Campus. Currently, Campus Health and the Counseling Center are housed in separate facilities on opposite ends of campus, which limits collaboration between providers, creates barriers to access for students, and prevents delivering seamless, whole-person care for students. The vision for the renovated MITC Suite 109 is to co-locate Campus Health, the Counseling Center, a Campus Recreation Wellness Hub, the PEACC Office, Health Services and Alcohol and Drug Education into one single location to create a Student Wellness Center that is an accessible environment that will enhance the health and wellness of Cardinals who live, work, and study on campus each day. This renovation will enhance the student experience by providing collaborative health and wellness resources and by fostering a more holistic model of care.

The selected DBC will become a responsible member of UofL's professional team for programming, design, bidding, and construction, helping to assure the project is completed within budget, on schedule, and compliant with project program, university standards, accreditation and licensure requirements for Counseling and Campus Health, mutually agreed upon sustainability goals, and applicable building codes. DBC's submitting qualifications shall demonstrate compatible experiences in programming, planning, designing, and overseeing projects of similar building type and project scale, especially with psychological counseling and medical facilities. DBC shall demonstrate their ability to integrate with the owner. DBC shall also show their capability to collaborate and guide a broad range of project stakeholders that will engage the team throughout all phases of the project's development.

2.2.1 Project Site:

The project site consists of a large 20,000 Square Foot Suite located on the first floor of the James G. & Jesse Miller Information Technology Center (MITC). The building will remain occupied and in-use throughout the duration of the project. This building is located on the University of Louisville's Belknap Campus near the corner of South Brook Street and Eastern Parkway at 2315 S 1st St UNIT 109, Louisville, KY 40208.

2.2.2 Project Budget

Based on the currently understood scope and timeframe of this project, UofL has established a total project budget of \$10,000,000, inclusive of project fees, construction costs, contingencies, furnishings, and administrative costs. Preliminary estimates suggest design and construction costs may be in the range of \$6,100,000.

2.2.3 Project vision and goals:

- Strengthen the overall student experience by ensuring that health, wellness, and support services are visible, accessible, and integrated into daily campus life.
- Establish a safe, welcoming, and confidential environment that supports the physical and mental well-being of students.
- Support Counseling Center, Campus Health, and Campus Recreation and Wellness with efficient, functional layouts tailored to each use.
- Create spaces that foster real-time collaboration and seamless care coordination between medical and mental health providers.
- Be the location a Student Wellness Center comprised of the Counseling Center including PEACC, Campus Health Services (including Health Services and Alcohol and Drug Education) and a Wellness Hub supervised by Campus Recreation and Wellness.
- Consider students overall wellness and wellbeing by providing meaningful interior to promote and improve mental and physical health.
- Deliver a flexible facility that allows adaptability as counseling and campus health needs evolve.
- Ensure the finished space meets all building code requirements including ADA.
- Improve the UofL commitment to student success, retention, and holistic development.
- Provide a small multi-purpose wellness space/hub and a combination lactation/sensory room
- Reorganize the entry into the 109 Suite to allow for public access to the existing multi-stalled restrooms currently embedded in the suite.
- Validate preliminary concepts for ambulance parking and emergency transportation from the building.
- Validate the need for new HVAC and electrical systems to support the renovated space and ensure the existing systems are altered in a manner that will still meet the needs to the existing spaces they serve. Ensure coordination with the Owner Project Requirements.
- Development of design and implementation of specific departmental needs such as FERPA, patient care standards, accreditation requirements, sound masking, and appropriate wayfinding, signage, and branding

2.2.4 Design-Build – Required Services/Deliverables Defined

Executive Goals and Objectives

- UPDC and the awarded DBC will hold a series of project kick-off meetings to discuss the project, which will include topics such as: schedule review, goals, ideas to support a successful project, review and approval processes, key areas of concern, and other pertinent issues.
- Program Verification: The awarded DBC will work with UPDC to verify the program. Data to include campus health, counseling and wellness layouts, corridors, restrooms, exam rooms, procedure rooms, lactation and sensory room, welcome foyer, waiting rooms, counseling rooms, offices, ambulance ramp and all MEP replacements.

Program Verification

- The awarded DBC will work with UPDC to verify the program, which includes but is not limited to the following
- The A/E Shall document the existing conditions of the property as required to prepare contract documents, including but not limited to architectural plans and elevations, structural details, and MEP systems.
- The University has previously performed a feasibility study for the 109-suite space for the three stakeholder groups identified in the Project Goals (Attachment A). This study was preliminary and is not intended to be the solution for the space. The selected DBC team is expected to reevaluate and validate the programming and space planning exercise. Subsequent phases of design will be based on newly developed program as part of this RFP.
- DBC team will lead the effort to establish the building program by confirming space needs as directed by the University.
- Includes programming confirmation sessions with staggered meetings for expected building occupant leaders and UofL key stakeholders.

Space Planning and Schematic Design

- The awarded DBC shall confer with the University to confirm their understanding of this program to determine any University preferences with respect to systems, and shall then prepare adequate drawings and outline specifications to define

architectural, mechanical, electrical and structural systems, and may include a combination of study models, perspective sketches, or digital presentations, for a Project which can be completed within the lump sum budget. Reference the university OPR throughout this phase, and coordinate with the design CxA.

- Includes UofL technical advisory group review meetings, with in-progress documents due to the review committee a week prior to the meeting.
- Assist in the preparation of an updated detailed project budget including but not limited to construction, fixtures, equipment and signage.
 - a) Cost Estimate due at 100% SD.
- Includes meetings with building occupant leaders to review the design and confirm applicability of solutions to the project program
- For the University review, the DBC shall deliver to the University the following printed documents:
 - a) UPDC: (1) half-size bound set
 - b) PPD- all sets delivered to Physical Plant at the Service Complex
 - Full set bound, in addition
 - Bound separately and by discipline as noted below
 - (1) half-size sets of the mech. only (i.e.: 1 bound sets)
 - (1) half-size sets of the elec. only (i.e.: 1 bound sets)
 - (1) half-size set of plumbing only
 - (1) half-size set of the Fire if it's not in the elec.
 - (1) half-size set of architectural only
- In addition to the physical sets, a digital copy of the drawing set and project manual will be made available to University, its consultants, and the CM.
- A/E shall provide page-turn in-person reviews after each milestone deliverable. The University will review the drawings and specifications submitted by the A/E, note corrections and approval and written feedback digitally. A/E shall provide written responses to address all review comments provided by the University, the University's consultants, and Construction Manager, and modify the documents accordingly for University's approval. If required by the University, the A/E shall resubmit all or portions of the Phase C documents for additional review and approval.

2.2.5 Design Development

1. Provide design for furniture layout as required to accommodate the new space.
2. Assist in the preparation of an updated detailed project budget including but not limited to construction, fixtures, equipment and signage.
 - a) Cost Estimate due at 100% DD.
3. Participate in project design and coordination meetings as required.
4. Coordinate and continue documentation of ADA compliancy to the site.
5. Prepare a design presentation consisting of the following:
 - a) Plans showing architectural design and MEP equipment.
 - b) Lighting plans showing new light fixtures.
 - c) Electrical and communication plans showing locations of all equipment.
 - d) Finishes plans showing locations of flooring materials including carpet, resilient flooring and base treatments; coordinating wall treatments including paint colors, special paints and wall coverings; surfacing materials for all new millwork; and any other associated finishes for presentation.
 - e) MEP plans showing heating, ventilating, air conditioning, plumbing or electrical requirement necessitated by the design, and coordinate with their engineer for development of the MEP construction drawings. Reference the owner OPR and coordinate with the design CxA.
 - f) Plan showing a security layout in coordination with University Security personnel.
 - g) Plan showing medical equipment layout and inventory in coordination with University Stakeholders.
 - h) Provide renderings of the following locations
 - Reception areas for both the Counseling Center and Campus Health
 - Exam/Procedure Room
 - Counseling Room
6. Coordinate technology and equipment requirements with the University and its vendors.
7. Coordinate equipment schedules, system design and improvements, and architectural design requirements with the University and PPD.
8. Includes UofL technical advisory group review meetings, with in-progress documents due to the review committee a week prior to the meeting.
9. Includes meetings with building occupant leaders, including the Assistant Vice President for Student Affairs, to review the design and confirm applicability of solutions to the project program.
10. The awarded DBC shall issue a 100% design development package inclusive of the above-listed plans for UPDC review and approval. The Architect/Engineer shall deliver to both UPDC and Physical Plant Department (PPD) the following printed documents:

- a) UPDC – one (1) half size bound set
 - b) PPD – all sets delivered to the Service Complex full set bound, in addition bound separately and by discipline as noted below:
 - o One (1) half size sets of the mech. only (i.e.: 1 bound sets)
 - o One (1) half size sets of the elec. only (i.e.: 1 bound sets)
 - o One (1) half size set of plumbing only
 - o One (1) half size set of the Fire if it's not in the elec.
 - o One (1) half size set of architectural only
11. In addition to the physical sets, a digital copy of the drawing set and project manual will be made available to University, its consultants, and the CM.
12. A/E shall provide page-turn in-person reviews after each milestone deliverable. The University will review the drawings and specifications submitted by the A/E, note corrections and approval and written feedback digitally. A/E shall provide written responses to address all review comments provided by the University, the University's consultants, and Construction Manager, and modify the documents accordingly for University's approval. If required by the University, the A/E shall resubmit all or portions of the Phase C documents for additional review and approval.

2.2.6 Construction Documents

- The awarded DBC shall prepare the construction documents to be issued in final form (CAD Plans and 3D CAD/Revit) for UPDC approval to obtain building permits and achieve final build out. These documents shall include but are not limited to the following:
 - o Cover Sheet
 - o Specifications
 - o Standards and Schedules
 - o Demolition Plans
 - o Structural Plans if required
 - o Civil Plans if required
 - o Architectural Floor Plans
 - o Electrical Plans
 - o Communication/Technology Plan
 - o Security Plans
 - o Mechanical Plans
 - o Fire Protection Plan
 - o Med-Gas Plans if required
 - o Plumbing Plan
 - o Overlayed System Plan in addition to individual plans.
 - o Lighting Plans
 - o Medical Equipment Plan
 - o Finish Plans
- Includes UofL technical advisory group review meetings, with in-progress documents due to the review committee a week prior to the meeting.
- DBC Should provide electronic documents at 50%, 90% and 100% CD's.
- DBC should provide cost estimate at 50% and 100% CD's.
- In addition to the physical sets, a digital copy of the drawing set and project manual will be made available to University, its consultants, and the CM.
- A/E shall provide page-turn in-person reviews after each milestone deliverable. The University will review the drawings and specifications submitted by the A/E, note corrections and approval and written feedback digitally. A/E shall provide written responses to address all review comments provided by the University, the University's consultants, and Construction Manager, and modify the documents accordingly for University's approval. If required by the University, the A/E shall resubmit all or portions of the Phase C documents for additional review and approval.

2.2.7 Permit Coordination

The awarded DBC shall:

- Complete and submit the forms required to file for the permit (Building-Information, ADA Requirements, etc.)
- The University will pay the cost of the actual permit though design/build reimbursables

2.2.8 Construction Administration

The architect with the help from the general contractor respond to all appropriate Requests for Information (RFI)

- Provide interpretation and clarification to specifications and respond to field construction issues as necessary.
- Review shop drawings and finish samples for conformance with the design concept of the project, and for compliance with the information given in the contract documents, and as required to facilitate completion of the project. No review period shall

take more than one week for any single submission.

- Work with UPDC to review and comment on all pricing and change orders.
- Review and approve the layout prior to the commencement of construction.
- Provide observation and attend no less than bi-weekly job site meetings to observe the quality and quantity of work and ensure that the work being conducted by the contractor is satisfactory, is completed according to schedule, and is consistent with the specifications in the Contract Documents.
- DBC shall lead bi-weekly OAC meetings to address progress.
- Prepare periodic field reports as necessary.
- Develop a punch list for the following milestone specifying the work to be corrected or completed.
- In-Wall Inspections
- Above Ceiling Inspections
- Project Completion
- Conduct up to two follow-up site visits to ensure that the punch list work has been completed.
- Work with UPDC to coordinate a final close out meeting to confirm the completion of the punch list work.
- The design team shall provide the General Contractor with current updated Construction Documents in CAD and or PDF format for the GC to use in their preparation of record drawings. Prepare and provide a final set of “as-built” documents to the University in both hard copy and electronic formats.

2.2.9 Construction Services

The awarded DBC shall have previous experience in the construction of facility buildings of similar building type and project scale. The awarded DBC shall demonstrate their ability to collaborate with a client on a fast-tracked project with a compressed schedule. The finalized agreement shall include pre-construction services (including schedule evaluation, scope, budget, constructability review and identifying long lead-time items, forecasting construction and coordination with the Architect/Engineer consultant team throughout the design phase), construction document review, construction, construction administration and commissioning oversight/coordination. CxA to be contracted by owner.

2.2.10 Required Capabilities:

Proposal is expected to include professional services, licensed in the Commonwealth of Kentucky, for all of the following project responsibilities. UofL is prepared to enter into contract with one prime firm, who may compose a team of consultants, to fulfill these requirements:

- Architecture
- Structural Engineering
- Fire Protection, Plumbing, Mechanical, Electrical, and Information Technology Engineering (not including wi-fi design), med-gas if required.
- Interior Design- furniture layouts only, finish selection and specification.
- Audio/Video System Design
- Sound Masking
- Acoustic Design
- Security and Access Control Design (active aggressor, cameras, duress, etc.)
- Special Consultant with an area of expertise in medical equipment design, planning, and procurement.

2.2.11 UofL Provided Services:

The following services will be furnished to the design team outside the scope of this proposal request. The design team is expected to engage, collaborate, and coordinate their work with these team members in a manner that meets the industry’s standard of care:

- Hazardous Material Surveying
- Special Inspections if needed.
- Systems Commissioning Agent
- Active Aggressor Detection Design
- UofL IT – Information Technology Campus Integration and Wi-Fi Design
- 3rd Party Construction Inspector
- UofL Physical Plant Project Liaisons (mechanical, electrical, plumbing, and life safety)
- UofL Police Liaison
- UofL Parking Liaison
- UofL Locksmith Liaison
- UofL Fire Marshal
- UofL Interior Design Liaison. UofL Interior designer will specify and procure the non-medical furniture based on the furniture plan layouts by the A/E team. Medical Furniture to be specified by DBC team.
- UofL Accountant
- UofL Planning, Design, and Construction Project Management
- Costs for Permitting, Inspections, and Printing

2.2.12 Exhibits

- Exhibit A – Owner Project Requirements
- Exhibit B – Proposed Layout
- Exhibit C – Existing Layout
- Exhibit D – Hazardous Materials Report – To be Provided at a Later Date
- Exhibit E – Belknap Contour Map
- Exhibit F - University of Louisville Cleaning Requirements
- Exhibit G - University of Louisville Tunnel Top Requirements
- Exhibit H – University of Louisville Custodial Requirements
- Exhibit I – Interior Signage
- Exhibit J – Hardware and Keying
- Exhibit K - University of Louisville Physical Plant Requirements
- Exhibit L – Closeout Requirements
- Exhibit M – Proposer Qualifications Form

2.3. Required Submittals

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.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Executive Summary
- Team Qualifications & Availability – Criteria 1
- Experience of Team Personnel – Criteria 2
- Project Understanding & Approach – Criteria 3
- Successful Execution on Past Representative Projects – Criteria 4
- Other Additional Information – Criteria 5

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

The Offeror shall sign, completely and accurately, and return the Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form found on Page 2 of this solicitation. 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 authority. The signer shall further certify that the proposal is made without collusion with any other person, person, 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.

2.3.2 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. The executive summary should include the following:

- When the organization was established and/or incorporated.
- Describe the size of the company in terms of number of employees, gross sales, etc.
- Indicate if your company is certified as a small business, minority-owned, woman-owned, veteran-owned, disabled-owned, or similar classification.
- Describe the company's commitment to diversity, equity, and inclusion and if the company has any internal programs to promote diversity, equity, and inclusion.
- Complete the form below and return with your proposal.

2.3.3 Criteria for Evaluation

2.3.3.1 Criteria 1 – Team Qualifications & Availability

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:

- The comprehensiveness, appropriateness, and quality of experience of the member firms.
- Experience to undertake and successfully complete projects of this scale, research and innovation scope, and complexity. (Medical Facility)
- Licensed to do business in the State of Kentucky.

2.3.3.2 Criteria 2 - Experience of Team Personnel

Offerors shall describe and offer evidence of their ability to meet the services as requested in Section 2.2.

- Proposal shall include a Project Team list, outlining key team members' anticipated project role, their resume with recently completed projects of similar size and research and innovation scope, and relevant qualifications. The Project team list should include only staff that will directly work on the project.
- Level of effort and participation of key personnel. Describe the proposed personnel assignments, lines of authority, and communication for each key team member.
- Experience of project manager demonstrating ability to successfully lead project with strong communication and coordination skills for working with University stakeholders, contractors, authorities having jurisdiction, and third-party consultants.
- Success of team collaborating with construction manager.
- Ability to design to budget, support value analysis, and maintain schedule discipline.

2.3.3.3 Criteria 3 - Project Understanding & Approach

Offerors shall describe and offer evidence of their ability to meet the services as requested in Section 2.2.

- Briefly describe the team's understanding of the project and include a project plan for execution within the identified schedule.
- Submit a Project Schedule that aligns with the owners requirements. Include important design and construction milestones within the schedule including but not limited to:
 - SD Completion
 - DD Completion
 - CD Completion Date
 - Demolition Start and End Dates
 - In-Wall Inspections
 - Above Ceiling Inspections
 - Substantial Completion
 - Final Completion
- Describe the methods the team will use for design and project management delivery.
- Identify potential risks and challenges the project may face during design and construction. Provide feedback on options to mitigate these issues.
- Describe the team's standard practice for quality control during the design phases.
- Describe stakeholder engagement meetings during each stage of design.
- ******Project Plan is not intended to be a design charrette. Do not include concept models/massing/studies for the facility unless it is non-specific and demonstrates a critical part of the work plan*

2.3.3.4 Criteria 4 - Successful Execution on Past Representative Projects

The purpose of this section is to determine the capability of the Offeror to provide the services and/or goods requested in Section 2.2 of this RFP. Offerors must describe and offer evidence to meet each of the qualifications below:

- Provide examples of no less than five (5) but no more than ten (10) similar projects completed within the last ten (10) years. 3-4 of these examples should include design of a medical clinic or facility.
- For each project example provided, include the name and contact information of a reference directly related to the work executed in the project.
- If multiple teams partnered together in the past, provide project examples of projects where the teams collaborated and identify the role of each team member.

2.3.3.5 Criteria 5 – Other Additional Information

Please provide any additional information that the Offeror feels should be considered when evaluating the proposal submitted. The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

3 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 provided and independent sources, and oral presentations (if requested).

The evaluation of responsive proposals shall 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 received will include consideration or responses to the list of criteria defined in Section 2.3.3. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications, requirements, or terms and conditions in this RFP must be addressed in the transmittal letter. Failure to provide a response to all criteria in Section 2.3.3 or to list any deviations or exceptions may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

PRIMARY CRITERIA

Team Qualifications and Availability	25%
Experience of Team Personnel	20%
Project Understanding & Approach	40%
Successful Execution on Past Representative Projects	15%
Total	100%

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 2.3.3 even if the Offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgement of the University.

4 INSTRUCTIONS TO PROPOSERS

4.1 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 Specialist 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 prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number(s) of primary contact
- Email address of primary contact
- Additional contact persons with same information provided as primary contact

All communication with the University regarding this RFP shall **ONLY** be directed to the contracting officer through the bidding platform.

There is to be no communication between University staff outside of Procurement Services and a Supplier until a fully executed contract in place with the awarded supplier. Failure to follow this requirement may result in disqualification of submitted proposal.

4.2 Offeror Presentations

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

4.3 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 Procurement Services website found here: [University of Louisville Active Solicitations](#)

4.4 Proposed Deviations from the RFP

Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 2.3.3. 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.

Deviations, modifications, or exceptions to any terms in this solicitation not included in the transmittal letter shall not be accepted in any resulting contract.

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

4.5 Proposal Submission and Deadline

Offeror must provide the following information to the Contract Administrator of record in Section 4.3 by the Workday Platform or by email, prior to the date and time specified in Section 2.1. Proposal documents should be clearly labeled with the solicitation number.

- Technical proposal
- Financial proposal (To be negotiated with short list)

Note: Proposals received after the closing date and time indicated in Section 2.1 will not be considered, without exception.

4.6 Competitive Negotiation

It is the intent of the University to enter competitive negotiation for this RFP as authorized by KRS [45A.085](#) and as such there will be no public opening.

A contract will be awarded to the Offeror whose proposal conforms to the terms, conditions and 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 as indicated in Section 2.3.3.

Prior to contract award, Procurement Services shall complete a review of the Supplier(s) against appropriate governmental exclusion/debarment/suspension lists. Any Suppliers 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 Supplier 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. The University reserves the right to change this intent and award multiple contracts if deemed in the best interest of the University.

When applicable the University shall use Life Cycle Cost Analysis (LCCA) as an evaluated component of the Best Value Award process per [KRS 45A.615](#). Products (energy/water consumption and building system components) shall be evaluated on factors including, but not limited to, the following: product cost, installation, operation, maintenance, and disposal costs. Suppliers shall be required to include any requested Life Cycle Cost information and calculations associated with the use of their products with the submitted proposal. Failure to supply Life Cycle Cost Information may deem your response as non-responsive.

Products include, but are not limited to:

- General Appliances (refrigerators, freezers, washers, dryers, etc.)
- Computers/IT Equipment
- Building System Components
- Select Plumbing Items
- Select Electrical Items

4.7 Appearance Before Committee

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

4.8 Modification or Withdrawal of Proposal

A proposal and/or modification of proposal received after the exact hour and date specified for receipt will not be considered.

A proposal may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers.

4.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards, or no award, whichever is in the best interest of the University.

4.10 Rejection

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

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded 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 Section 2.1
- Communication with any University staff members outside of the Department of Procurement Services.

4.11 Addenda

Any addenda or instructions issued by Procurement Services prior to the deadline 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 document by a proper and duly issued addendum.

4.12 Disclosure of Offeror's Response

The RFP specifies the format, required information, and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract execution 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 fully executed, 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 for 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.

4.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a supplier is selected and contract is fully executed, Offerors are not allowed to communicate about the subject of this RFP with any University administrator, faculty, staff or members of the Board of Trustees except for: the procurement services representative, any University contracting official representing the University administration, any other individuals authorized in writing by Procurement Services and University representatives during Offeror presentations. If this provision is violated, the University reserves the right to reject the Offeror's proposal.

4.14 Reciprocal Preference

In accordance with [KRS 45A.490](#) to [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 any 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 [KRS 45A.494](#) (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal an affidavit affirming that it meets the criteria as set forth in the above referenced statute. This form can be found at the link below.

[Resident Bidder Claim Form](#)

4.15 Other State Agencies

Unless otherwise state in the Offeror's response to this solicitation, any resulting contract may be extended for use to other Commonwealth of Kentucky Agencies, Universities, and the Green City Partnership.

4.16 Bid Protest

([KRS 45A.285](#) [KRS 164A.555](#) to [KRS 164A.630](#))

Any Bidder or prospective Bidder, Offeror, or Supplier who is aggrieved in connection with the solicitation or selection of award of a contract by the University, may file a protest via Certified Mail, addressed to the Director of Procurement Services, within two (2) calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. An up to date posting of current awards can be found at [University of Louisville Awarded Bids](#). All protests must be in writing and must use the phrase "Bid Protest" in the letter. The Chief Procurement Officer shall review all facts presented and render a determination, in writing, promptly to the aggrieved person.

The aggrieved person may appeal the determination in writing via Certified Mail within four (4) calendar days, addressed to the Executive Vice President of Finance and Administration (EVP F&A), who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via Certified Mail to the EVP F&A designee. The ruling of the EVP F&A shall be the final action

on behalf of the University.

In the event of a bid protest, the University may notify the successful Bidder to suspend the contract/order while the protest is being reviewed. Depending on the outcome of the protest, the contract/order may be cancelled or confirmed. Any questions regarding this procedure should be addressed to the Director of Procurement Services at (502) 852-7211.

4.17 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 solicitation.
- All expenses incurred by the Offeror in submitting that proposal to the University.
- All expenses incurred by the Offeror while negotiating with the University for 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.

4.18 Disposition of Proposals

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

4.19 Questions

All questions must be submitted through the University bidding platform Workday no later than the date listed in Section 2.1 to receive an official response which will be posted by addendum. Any questions not submitted in writing will not be considered part of the official response.

4.20 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.

4.21 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 of violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or other benefit.

4.22 Americans with Disability Act (ADA) Compliance

When applicable (e.g., webpages), the supplier's products and services shall be in compliance with the current ADA requirements including, but not limited to, the applicable current ADA Standards for Accessible Design, [WCAG 2.1 Level AA](#), [Section 508 of the Rehabilitation Act of 1973](#), as amended ([29 U.S.C. 794](#)), [Section 255 of the Communications Act](#), as amended and applicable regulations.



August 28, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Room 136, Capitol Annex
702 Capital Avenue
Frankfort, KY. 40601

Re: Report of Capital Asset Preservation Pool Project
Kentucky Community and Technical College System

Dear Co-Chairs Frommeyer and McPherson:

The Kentucky Community and Technical College System (KCTCS) respectfully reports to the Capital Projects and Bond Oversight Committee a capital project in excess of \$1,000,000 from the Asset Preservation Pool within the 2024-2026 enacted budget. The project is the West Kentucky Community and Technical College Anderson Cooling Tower Replacement. The total scope is \$1,500,000 and will be funded with 2024-2026 asset preservation funds.

The reporting of this project to the Committee is pursuant to Part II, I., (1) of the 2024-2026 Commonwealth Budget.

The design and construction of this project is being implemented through KCTCS Facilities Support Services Capital Construction Division. The Kentucky Community and Technical College System Board of Regents and Council on Postsecondary Education has approved this project.

Should you have any questions, please feel free to contact Andy Casebier at 859-256-3287.

Sincerely,

Todd Kilburn
Chief Financial Officer

Cc: Dr. Ryan F. Quarles, KCTCS President
Carla Wright
Andy Casebier
Sandy Adkins
Adam Blevins



Kentucky Community and Technical College System
300 North Main Street • Versailles, KY 40383
(859) 256-3100
kctcs.edu

KCTCS is an equal educational and employment opportunity institution.



August 28, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Room 136, Capitol Annex
702 Capital Avenue
Frankfort, KY. 40601

Re: Report of Capital Asset Preservation Pool Project
Kentucky Community and Technical College System

Dear Co-Chairs Frommeyer and McPherson:

The Kentucky Community and Technical College System (KCTCS) respectfully reports to the Capital Projects and Bond Oversight Committee a capital project in excess of \$1,000,000 from the Asset Preservation Pool within the 2026-2028 enacted budget. The project is the KCTCS Upgrade Safety and Security. The total scope is \$30,000,000 and will be funded with 2026-2028 asset preservation funds.

The reporting of this project to the Committee is pursuant to Part II, J, (1) of the 2026-2028 Commonwealth Budget.

The design and construction of this project is being implemented through KCTCS Facilities Support Services Capital Construction Division. The Kentucky Community and Technical College System Board of Regents and Council on Postsecondary Education has approved this project.

Should you have any questions, please feel free to contact Andy Casebier at 859-256-3287.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Kilburn", is written over a light blue horizontal line.

Todd Kilburn
Chief Financial Officer

Cc: Dr. Ryan F. Quarles, KCTCS President
Carla Wright
Andy Casebier
Sandy Adkins
Adam Blevins



Kentucky Community and Technical College System
300 North Main Street • Versailles, KY 40383
(859) 256-3100
kctcs.edu

KCTCS is an equal educational and employment opportunity institution.