



University of
Kentucky[®]
Procurement Services

Request for Proposal
UK-2608-26

Job Order Contractors
for
General, Electrical, Mechanical, Roofing, Paving

Proposal Due Date – 06/23/2026



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-2608-26	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: 05/20/2026	UNIVERSITY OF KENTUCKY PROCUREMENT SERVICES
Title: Job Order Contractors for General, Electrical, Mechanical, Roofing, Paving	411 S LIMESTONE
Purchasing Officer: Corey W. Leslie	ROOM 322 PETERSON SERVICE BLDG.
Phone: 859-323-9102	LEXINGTON, KY 40506-0005
Email: corey.leslie@uky.edu	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 06/23/2026 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the RFP.
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, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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 Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	7
2.3 University Information.....	7
2.4 Economic Engagement and Procurement	9
3.0 PROPOSAL REQUIREMENTS	11
3.1 Key Event Dates.....	11
3.2 Offeror Communication	11
3.3 Pre-Proposal Conference	11
3.4 Offeror Presentations	12
3.5 Preparation of Offers	12
3.6 Proposed Deviations from the RFP	12
3.7 Proposal Submission and Deadline	13
3.8 Modification or Withdrawal of Offer.....	13
3.9 Acceptance or Rejection and Award of Proposal	13
3.10 Rejection	14
3.11 Addenda.....	14
3.12 Disclosure of Offeror's Response	14
3.13 Restrictions on Communications with University Staff	15
3.14 Cost of Preparing Proposal.....	15
3.15 Disposition of Proposals	15
3.16 Alternate Proposals	15
3.17 Questions	15
3.18 Section Titles in the RFP	15
3.19 No Contingent Fees.....	15
3.20 Proposal Addenda and Rules for Withdrawal.....	16
3.21 Requirement To Perform Vendor Onboarding and Registration.....	16
4.0 PROPOSAL FORMAT AND CONTENT	17
4.1 Proposal Information and Criteria	17

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	17
4.3 Transmittal Letter	18
4.4 Executive Summary and Proposal Overview	18
4.5 Criteria 1 – Relevant Experience and References	18
4.6 Criteria 2 – Demonstrated Management Competency	19
4.7 Criteria 3 – Safety Record	20
4.8 Criteria 4 - Financial Condition	20
4.9 Criteria 5 – Financial Proposal.....	20
4.10 Criteria 6 – Other Additional Information.....	20
5.0 EVALUATION CRITERIA PROCESS.....	21
6.0 SPECIAL CONDITIONS.....	22
6.1 Contract Term	22
6.2 Effective Date	22
6.3 Competitive Negotiation	22
6.4 Appearance Before Committee	22
6.5 Additions, Deletions or Contract Changes	22
6.6 Contractor Cooperation in Related Efforts	23
6.7 Entire Agreement	23
6.8 Governing Law	23
6.9 Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act	23
6.10 Termination for Convenience.....	24
6.11 Termination for Non-Performance	24
6.11B Right of Refusal:	25
6.12 Funding Out	25
6.13 Prime Contractor Responsibility.....	25
6.14 Assignment and Subcontracting	25
6.15 Permits, Licenses, Taxes.....	25
6.16 Attorneys’ Fees	26
6.17 Royalties, Patents, Copyrights and Trademarks	26
6.18 Indemnification	26
6.19 Insurance	26
6.20 Method of Award	27

6.21 Reciprocal Preference 27

6.22 Reports and Auditing 27

6.23 Confidentiality 27

6.24 Conflict of Interest 28

6.25 Personal Service Contract Policies 28

6.26 Copyright Ownership and Title to Designs and Copy 28

6.27 University Brand Standards 30

6.28 Printing Statutes 30

6.29 Requirement for Contract Administration Fee 30

6.30 Payment Terms 30

7.0 SCOPE OF SERVICES 32

 7.1 Detailed Services Defined 32

8.0 FINANCIAL OFFER 33

 8.1 Mandatory Services (Section 7.1) 33

- Exhibit A – General Conditions, JOC**
- Exhibit B – Special Conditions, JOC**
- Exhibit C – Medical Center Project Manual**
- Exhibit D – Supplemental Conditions for JOC**
- Exhibit E – Building List**
- Exhibit F – JOC Contractor Determination of Responsibility**
- Exhibit H – Sample Affidavit, Performance & Payment Bonds, Contract**
- Exhibit I – EULA Simplebid® University of Kentucky**
- Exhibit J – The Simplebid® Book University of Kentucky**
- Exhibit K – Financial Offer Adjustment Factor Sheet**

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University is seeking contractors to participate in and perform construction services with projects executed through a project delivery method of Job Order Contracting (JOC). This is an indefinite delivery/indefinite quantity (IDIQ) contract to be utilized at General Facilities as well as Medical Facilities for the University of Kentucky. The University intends to award multiple contracts to separate contractors. Job orders will typically be valued at less than three million dollars (\$3,000,000). A unit price book and software will be utilized as a pricing management system provided by FOS of Cannon Design, University of Kentucky's consultant. No work is guaranteed through this contract but there is no maximum number of job orders that can be awarded to a successful job order contractor.

All contractors will review and sign the "End User License Agreement" (EULA) from Cannon Design, FOS – Simplebid®, the UK consultant supporting the Job Order Contracting platform, and Unit Price Book. Training will be provided to all awarded contractors, estimating staff, superintendents and others as requested by awarded contractor Owner.

2.2 Background Information

University of Kentucky has an ongoing need for streamlined delivery of projects across the Lexington market, including healthcare, medical science, and campus departments. Any of these projects could be candidates for the JOC program.

2.3 University Information

Upon his arrival in 2011, President Eli Capilouto set an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning and academic excellence; fostering a robust research enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission — 160 years strong — is to advance Kentucky in everything we do.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. In Fall 2025, the university enrolled nearly 39,000 total students, including another record-setting first-year class of more than 7,000 students — for the first time, more than 4,000 are Kentuckians and nearly 1,900 are first generation. The institution now employs approximately 33,000 employees, including nearly 3,300 full-time faculty.

UK is just one of eight universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate

levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded \$496.9 million in extramural grant and contract funding in fiscal year 2025. Fifty-one percent of this funding comes from agencies in the federal government (\$255.3 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal sponsors. In fiscal year 2024, expenditures from research and development (R&D) activities at the university generated \$937 million in economic activity across the Commonwealth of Kentucky and supported 4,712 jobs.

With more than 70 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in carbon fibers, rare earth metals, graphite, concrete and cement, energy policy, fuels research, hydrogen and materials characterization.

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky — fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state — burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) — one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018 and 2023.

The University of Kentucky is the recipient of a Clinical and Translational Science Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Research Center. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 1,150 beds across UK Albert B. Chandler Hospital, Golisano Children's at UK and UK Good Samaritan Hospital, the system is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond.

UK Chandler Hospital includes the only Level 1 Trauma Center for adult patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. Our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their homes and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. UK King's Daughters serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system includes two hospitals totaling 455 licensed beds, more than 80 ambulatory centers and practice locations, a long-term care facility, medical transport company and eight urgent care centers.

The University of Kentucky Board of Trustees on Friday, April 26, 2024, approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK expanded clinical and academic programs as well as resulted in greater access to high-quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the region, with over 1,600 staff members, including a growing medical staff of more than 200 physicians and more than 100 advanced practice professionals representing more than 35 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multispecialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store and an outpatient center. Additionally, UK St. Claire provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

In fiscal year 2024, UK HealthCare's six owned hospitals totaled more than 1,700 licensed beds, saw nearly three million ambulatory visits and discharged approximately 71,000 patients.

Also in October 2024, UK's Board of Trustees issued a bold charge: to unite the University of Kentucky's research, service and learning capabilities with partners to co-create solutions that expand opportunity, strengthen communities and improve well-being across Kentucky. That charge became the Advancing Kentucky Together (AKT) Network — a statewide partnership connecting organizations that share one vision: to ensure a Commonwealth where every Kentuckian has access to quality care, strong education, meaningful work and a connected community.

Through the AKT Network, the university and its partners are aligning ideas, resources and expertise to improve lives in every region of the state across four main pillars: health care access and innovation, education and opportunity pathways, workforce and economic development and land-grant and community engagement. So far, eight partners have formally joined the network, including two existing internal strengths — UK HealthCare's Healthy Kentucky Initiative and UK's Economic Development Collaborative's OneUK — as well as the first academic partner and inaugural major corporate partner.

From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

More information about UK can be found at this [this website](#).

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Economic Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

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

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

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	05/20/2026
Pre-Proposal Conference In Person or Online	10:00AM Lexington, KY Time on 06/03/2026
Deadline for Written Questions	3:00PM Lexington KY Time on 06/09/2026
RFP Proposals Due	3:00PM Lexington KY Time on 06/23/2026
Offeror Presentations (if required)	Week of 06/29/2026*

*projected date

3.2 Offeror Communication

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

All addenda and updates will be communicated through the Lynn Imaging Planroom.

Plans, Specifications, and official solicitation documents are available from:

Lynn Imaging
 328 Old Vine Street
 Lexington Kentucky 40507
 Phone (859) 255-1021
 Fax (859) 233-1558

In addition, Lynn Imaging and the University have a web site at: www.ukplanroom.com where plans can be ordered.

Interested vendors must identify the status of their firm as a prime contractor, miscellaneous subcontractor, material supplier or other when ordering Plans and Specifications.

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on 06/03/2026 at 10:00 a.m. EST

On Microsoft Teams at:

<https://teams.microsoft.com/meet/290297574446852?p=lwaeToe5QN7c5v5Mhh>

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

Attendance at the pre-proposal conference is voluntary. However, interested offerors are highly encouraged to attend. The University and the Consultant will cover the RFP and award process, the JOC program, and will clarify University expectations and answer or log questions.

Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare official responses to questions and issue them to offerors via addendum. Only official responses will become part of the contracts with the successful contractors. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

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

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom should be specifically defined in accordance with the transmittal letter, Section 4.3 (d). Such deviations must not be in conflict with the basic nature of this RFP.

Note: Each offeror's exception to the requirements of this RFP should be individually addressed. Inclusion of the offeror's standard terms and conditions without context may be received as the offeror's non-negotiable position regarding this scope of work and will be addressed accordingly.

3.7 Proposal Submission and Deadline

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

- **Technical Proposal:** One (1) copy on electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal)
One (1) printed original, and one (1) hard copy (a total of two “books” and one thumb drive).
- **Financial Proposal:** One (1) copy on electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Financial Proposal)
One (1) printed original, and one (1) hard copy (a total of two “books” and one thumb drive).

Do not password protect the electronic device

Offerors should identify one of the printed proposals as the “Purchasing Copy” by labeling or other conspicuous means. In the event of a discrepancy between versions, the purchasing copy will be authoritative.

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

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

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with the Consultant or any University administrator, faculty, staff or members of the board of trustees, except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

Not Applicable for JOC.

3.17 Questions

All questions should be submitted by e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

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

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.21 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to economic inclusion demographics for their company. Further, should any company or economic inclusion information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 – Relevant Experience and References
- Criteria 2 – Demonstrated Management Competency
- Criteria 3 – Safety Record
- Criteria 4 – Financial Condition
- Criteria 5 – Financial Proposal
- Criteria 6 – Other Additional Information

Each Offeror shall provide information, documentation and other necessary materials that best demonstrates and informs the University of the firm's abilities, professional competence, experience and expertise that will enable the firm to provide the services desired.

Each Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk. The proposal should be focused with straightforward concise descriptions of the firm's capabilities. In keeping with this requirement, the Offeror's response to this request should be no more than (50) fifty pages, not including any preprinted firm information and brochures.

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

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

4.3 Transmittal Letter

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

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview should 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 should 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.

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

4.5 Criteria 1 – Relevant Experience and References

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

Submit a list of previously completed projects in accordance with the criteria set forth below. All projects submitted must have a final completion date within a five-year period from the date this Instructions to Bidders was released. Projects with a completion date before the five-year period will not be considered. All projects provided as relevant experience must be completed by the prime contractor bidding on this contract. Projects not performed by the prime contractor will not be evaluated.

1. Submit a description of a maximum of five (5) projects whose final project value, including change orders, is equal to or less than \$100,000. For each project, clearly describe the project scope, the Offeror's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Offeror's actions to help resolve. Attach additional sheet(s) as necessary.
2. Submit a maximum of five (5) projects whose final project value, including change orders, is between \$100,000 and \$999,999. For each project, clearly describe the project scope, the Offeror's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Offeror's actions to help resolve. Attach additional sheet(s) as necessary.
3. Submit a maximum of five (5) projects whose final project value, including change orders, is greater than \$1,000,000. For each project, clearly describe the project scope, the Offeror's role, and which work was subcontracted or self-performed. Describe any challenges encountered and the Offeror's actions to help resolve. Attach additional sheet(s) as necessary.
4. Relevant Experience Narrative: Submit a narrative prepared by the Offeror that addresses the following:
 - a. Statement setting forth relevant experience, including the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity as the work set forth in this proposal;
 - b. Statement of how many contracts in the past five (5) years were structured as a Job Order Contract or other indefinite quantity contract that contemplated issuing multiple, unrelated projects or work orders utilizing a unit price book; and

4.6 Criteria 2 – Demonstrated Management Competency

1. Organization Chart: Provide an organizational chart that identifies the roles and responsibilities of the project manager, superintendent(s), and/or resources which include subcontractors assigned to support the University. Work within the University's Medical Facilities, research areas, or those that have direct contact with minors may require security background clearances.
2. Key Personnel Assigned to the Contract: Identify the key personnel assigned to the Contract
3. Staffing/Resource Plan: Include a Staffing/Resource Plan for the Job Orders, for the duration of the Contract. The Offeror's Staffing/Resources Plan shall include resumes for at least the following proposed key personnel: project manager, construction superintendent, scheduler, cost estimator, and or staff with expertise to perform the required services.
4. High Volume of Work Plan: Describe the Offeror's ability to add additional staff should the volume of work increase to the point where additional staff is required to support the University and its Job Order Contracting program.

4.7 Criteria 3 – Safety Record

1. Include a statement and summary describing the Offeror's safety record for the past three years, including prior history concerning the safe performance of construction work. At minimum, the Offeror should include the following:
 - a. Include a statement and summary of the Offeror's Safety Plan during construction, including Offeror's approach to safety programs, including Subcontractor involvement.
 - b. Include a statement and summary of the Offeror's average total recordable injury or illness rate and average lost work rate for the most recent three-year period.
2. Attach a letter from the Offeror's insurance company, on the insurance carrier's letterhead, stating the Offeror's Experience Modification Rate (EMR) for the most recent three-year period.
3. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR to ensure the EMR remains below 1.0.
4. Provide a copy of the offeror's written safety program that meets KY/OSH requirements or equivalent (Provide a copy for reference)
5. Disclose and describe any KY/OSH (or equivalent) fines categorized as serious, repeat, or willful. Provide additional information regarding the resolution of these events.

4.8 Criteria 4 - Financial Condition

1. Provide a letter from the bonding company, on the surety company's letterhead that states all of the following:
 - a. How long the company has been providing bonds to the Offeror
 - b. The Offeror's bonding capacity (aggregate dollar amount)
 - c. The current amount of bonding outstanding
 - d. **All Job Orders, including with changes, valued over \$99,999 shall require performance and payment bonds for the full value of the Job Order, underwritten by a surety acceptable to the University.**
2. Provide a letter from the insurance company, on the insurance company's letterhead, that states all of the following:
 - a. How long the company has been providing insurance to the Offeror
 - b. The Offeror's ability to meet or exceed the insurance requirements set forth in the RFP

4.9 Criteria 5 – Financial Proposal

The Financial Proposal is a complete financial offer made to the University using the format described in Section 8.0.

4.10 Criteria 6 – Other Additional Information

The offeror may present any creative approaches that might be appropriate. This applies to equipment delivery and how the manufacturer will deal with supply chain logistics that may prevent certain components from being delivered to the factory on time. The offeror may also provide supporting documentation that would be pertinent to this RFP.

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. 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 responsible 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 should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements should 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

- Criteria 1 – Relevant Experience and References
- Criteria 2 – Demonstrated Management Competency
- Criteria 3 – Safety Record
- Criteria 4 – Financial Condition
- Criteria 5 – Financial Proposal

Secondary Criteria

- Criteria 6 – Other Additional Information

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

Proposals should 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.

6.0 SPECIAL CONDITIONS

See: Exhibit B – Special Conditions

6.1 Contract Term

Any contract resulting from this RFP will have an initial term ending 7/31/2027. The contract will be renewable for up to three (3) additional 1 (one) year renewal periods. Renewal is contingent upon available funding, ongoing need, and the University's satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

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

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established by this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence should not be interpreted as a modification to the contract.

6.6 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.

6.7 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, constitute the entire agreement between the parties.

6.8 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.

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

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of 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;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, 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. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

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 may 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 ten (10)

calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

See Exhibit G – Sample Performance Matrix.

6.11B Right of Refusal:

Successful job order contractors will be required to respond to each University task order request made within this program, with no rights of refusal. See Exhibit B – Special Conditions for more details.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 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.

6.14 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.

6.15 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.

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products 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. To the fullest extent permitted by law 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 trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)

Additional insurance may be required for situations including but not limited to, hoisting, confined, hot, sharp, energized, and elevated work, jobs that require design or other professional risk, and where builder's risk insurance is requested as part of the project scoping and proposal process.

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

6.22 Reports and Auditing

All records relating directly or indirectly to the Job Order Contracting program which are in the possession or control of Contractor shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon the request of the Owner or the Owner's Representative(s). Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, subcontracts, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.

6.23 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 should declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

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

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (<https://legal.uky.edu/ethics-and-compliance/code-conduct>). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

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

6.25 Personal Service Contract Policies

Not Applicable

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not

specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Brand Standards

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

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>. Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards. Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

Not applicable.

6.29 Requirement for Contract Administration Fee

Not applicable.

6.30 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding

Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.

2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-30.
4. Also see Exhibit A – General Conditions, Article 30 for additional information.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

Scope of Work:

The Job Order Contract (JOC) is an indefinite delivery, indefinite quantity (IDIQ) contract pursuant to which the Contractor will perform a variety of projects, consisting of specific construction tasks, at different locations. The scope of the General Contractor JOC Contract is typically for improvements, renovation, remodel, and other repetitive related work to be performed for the University of Kentucky. Coordination of subcontractors is a significant requirement under the General Contractor JOC Contract. Other JOC Contracts (ex: Electrical, Paving) will typically be used for projects where a single trade accounts for a majority of the scope of work. Wherever subcontracting is applicable, coordination of those subs is explicitly the responsibility of the JOC contractor, but it is anticipated that fewer subcontractors will be needed for these jobs. These projects will be focused on the buildings and infrastructure located on the University of Kentucky Campus and surrounding areas located in Kentucky.

The University will utilize a Unit Price Book (UPB) containing a series of tasks with preset Unit Prices. The UPB has accounted for experienced labor rates and high-quality materials. The Contractor will propose Adjustment Factors to be applied to the Unit Prices. The price of an individual project will be determined by multiplying the present Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

To view the Unit Price Book utilized for this contract refer to Exhibit J – The Simplebid® Book. Please reference these documents regarding the pricing used for this contract.

The scope of work for the Contract will be determined by the Detailed Scope of Work (Drawings, Meeting Minutes, Specifications, Photos, etc.) issued in connection with individual Task orders. The scope of work, for each project will be explained to the Contractor at a Joint Scope Meeting. The University will provide a Request for Task Order Proposal and Detailed Scope of Work for each project to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop and submit a Price Proposal within the time frame specified in the RTOP while using appropriate tasks, quantities, and the applicable Adjustment Factor. The University will review the Contractor's Proposal in detail and, if found to be reasonable and acceptable, a Task Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed Scope of Work. Should a proposal be unacceptable, the proposal will be returned with notes to the contractor for revision and resubmission within the timeframe specified by UK.

Additionally, Task Order's for work within the University's Healthcare Facilities has special requirements. Refer to Exhibit C – Medical Facility Handbook.

JOC System License:

The University selected Facility Optimization Solutions' (FOS of CannonDesign) Simplebid® Task Order Contracting (JOC) Platform, including the Simplebid® Software and Unit Price Book for their JOC program. The Simplebid® Platform shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Task Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the University. Awarded contractors will be provided with a license to use the Simplebid® platform at no cost. Awarded contractors' use of the Simplebid® Platform is subject to the terms and conditions of the

Simplebid® End User License Agreement (EULA) which is included with the Contract specifications as Exhibit I – EULA Simplebid® from FOS.

8.0 FINANCIAL OFFER

8.1 Mandatory Services (Section 7.1)

Offerors are instructed to complete and submit Exhibit K – Adjustment Factor Sheet as their financial proposal.