University of Kentucky®
Procurement Services

Request for Proposal
UK-3050.7-1-27
Proposal Due Date – 12/02/2026

Construction Management Services
for
3050.7 & 3050.8

Dickey Hall and Taylor Education Building Renovations

Revised 10-12-2026

University of Kentucky
Procurement Services

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-3050.7-1-27	**RETURN ORIGINAL COPY OF PROPOSAL TO:**
Issue Date:	11/12/2026	**UNIVERSITY OF KENTUCKY**
Title:	CM Services for Dickey Hall and Taylor Education Building Renovations	**PROCUREMENT SERVICES**
Purchasing Officer:	Ken Scott	**411 S LIMESTONE**
Phone:	859.257.9102	**ROOM 322 PETERSON SERVICE BLDG.**
Email:	Kenneth.Scott@uky.edu	**LEXINGTON, KY 40506-0005**

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 12/02/2026 **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, and164.390;
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 KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Table of Contents

2.0 GENERAL OVERVIEW 7
2.1 Intent and Scope 7
2.2 Background Information 7
2.3 University Information 8
2.4 Economic Engagement and Procurement 11
3.0 PROPOSAL REQUIREMENTS 12
3.1 Key Event Dates 12
3.2 Offeror Communication 12
3.3 Pre-Proposal Conference 13
3.4 Offeror Presentations 13
3.5 Preparation of Offers 13
3.6 Proposed Deviations from the RFP 14
3.7 Proposal Submission and Deadline 14
3.8 Modification or Withdrawal of Offer 15
3.9 Acceptance or Rejection and Award of Proposal 15
3.10 Rejection 15
3.11 Addenda 15
3.12 Disclosure of Offeror's Response 16
3.13 Restrictions on Communications with University Staff 16
3.14 Cost of Preparing Proposal 16
3.15 Disposition of Proposals 16
3.16 Alternate Proposals 16
3.17 Questions 16
3.18 Section Titles in the RFP 17
3.19 No Contingent Fees 17
3.20 Proposal Addenda and Rules for Withdrawal 17
3.21 Requirement to Perform Vendor Onboarding and Registration 17
4.0 PROPOSAL FORMAT AND CONTENT 18
4.1 Proposal Information and Criteria 18
4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form 18

4.3 Transmittal Letter 19
4.4 Executive Summary and Proposal Overview 19
4.5 Criteria 1 - Offeror Qualifications 20
4.6 Criteria 2 – Services Defined 21
4.7 Criteria 3 – Financial Proposal 21
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule 21
4.9 Criteria 5 – Other Additional Information 21
5.0 EVALUATION CRITERIA PROCESS 22
6.0 SPECIAL CONDITIONS 24
6.1 Contract Term 24
6.2 Effective Date 24
6.3 Competitive Negotiation 24
6.4 Appearance Before Committee 24
6.5 Additions, Deletions or Contract Changes 25
6.6 Contractor Cooperation in Related Efforts 25
6.7 Entire Agreement 25
6.8 Governing Law 25
6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act 26
6.10 Termination for Convenience 26
6.11 Termination for Non-Performance 27
6.12 Funding Out 27
6.13 Prime Contractor Responsibility 28
6.14 Assignment and Subcontracting 28
6.15 Permits, Licenses, Taxes 28
6.16 Attorneys' Fees 28
6.17 Royalties, Patents, Copyrights and Trademarks 29
6.18 Indemnification 29
6.19 Insurance 29
6.20 Method of Award 29
6.21 Reciprocal Preference 29
6.22 Reports and Auditing 30
6.23 Confidentiality 30

6.24 Conflict of Interest 30
6.25 Personal Service Contract Policies (Not Used) 31
6.26 Copyright Ownership and Title to Designs and Copy (Not Used) 31
6.27 University Brand Standards 31
6.28 Printing Statutes (Not Used) 31
6.29 Requirement for Contract Administration Fee (Not Used) 31
6.30 Payment Terms 32
7.0 SCOPE OF SERVICES 33
7.1 Services Defined 33
7.1.1 Detailed Services 33
7.1.2 Bid and Award Phase Services 33
7.1.3 Construction Phase Services 34
7.1.4 Post Construction Phase Services 35
7.2 Optional Services 35
8.0 FINANCIAL OFFER SUMMARY 36
8.1 Optional Services and Alternate Pricing 37

Attachments:
001 UK Sample Agreement, Construction Manager At Risk
002 Sample Affidavit, Performance, and Payment Bonds
003 General Conditions, Construction Manager At Risk
004 Special Conditions, Construction Manager At Risk
005 Schedule

1.0 DEFINITIONS

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

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

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

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

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

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

The total project scope is $67,400,000.00. The construction budget is $15,400,000.00 for Dickey Hall and $36,100,000.00 for Taylor Education Building, for a combined construction budget of $51,500,000.00. The combined construction budget is to include Construction Management services and the award of trade contracts.

The contract established for construction management services will be of a pure agency relationship through Phase 4 Bidding, and then convert to a “LUMP SUM, AT RISK” contract. Contract award contingent on Board of Trustees approval.

The CM will be allowed to compete for self-perform trade packages in accordance with KRS 45A.183(3-4). The Construction Manager shall hold all construction contracts, except to the extent that the University exercises its right to enter separate contracts for related work pursuant to article 6.6 of this document.

The CM should break the trade packages down such that there are no fewer than ten (10) trade contracts.

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

2.2 Background Information

This project consists of the comprehensive renovation of two adjacent academic buildings serving the University of Kentucky College of Education through the University’s Asset Preservation Program. Dickey Hall, constructed in 1964, contains approximately 64,000 gross square feet and will receive functional, instructional, code, accessibility, building-system, interior-finish, restroom, roof, and classroom-technology upgrades. Taylor Education Building, originally constructed in 1929, contains approximately 78,000 gross square feet and will undergo significant renovation, including potential partial or full demolition of the existing gymnasium; life-safety and accessibility improvements; roof, HVAC, electrical, lighting, plumbing, sprinkler, controls, restroom, elevator, interior-finish, and classroom-technology improvements; and creation of a student-focused area supporting recruitment, advising, collaboration, and study. The Taylor project also includes an opportunity to adaptively reuse the double-height auditorium space to create a central axis connecting the College of Education to the main campus and emerging Arts District.

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 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	11/12/2026
Pre-Proposal Conference (Optional)	11/18/2026 *Via Zoom
Deadline for Written Questions	3 p.m. Lexington, KY Time on 11/23/2026
RFP Proposals Due	3 p.m. Lexington, KY Time on 12/02/2026

3.2 Offeror Communication

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

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

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

Ken Scott
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9102
Fax: (859) 257-1951
E-mail: Kenneth.Scott@uky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on 11/18/2026 at 10:00 a.m. via Zoom: https://uky.zoom.us/j/82296272040?jst=1, to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

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

- Attendance at the pre-proposal conference is optional**.** At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

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

3.4 Offeror Presentations

All 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 the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Procurement Services website at: https://purchasing.uky.edu/bid-and-proposal-opportunities.

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

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

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3:00 P.M. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:**
- One (1) copy on an electronic storage device (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal), one (1) original printed submittal, and four (4) printed copies.

- The University strongly encourages Offerors to identify the original Technical proposal as the "Purchasing Copy" by label, stamp, or other conspicuous means. Should any deviations between copies be discovered, the Purchasing Copy will serve as the authoritative submittal of record.

  Do not password-protect the electronic storage device

- **Financial Proposal:** is discussed in Sections 4.7 and 5.

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

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

Proposals 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 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.

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

All questions should be submitted by 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. Further, should any company or business 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 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

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

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

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP 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 - Offeror Qualifications

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.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relating to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

a) Provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, and the ownership.

b) Provide an executive summary profile of your firm indicating the total annual volume of work; an overview of the firms resources; the approximate percentage of University related work versus other project types; a breakdown of your firms volume relative to CM @ Risk, CM Agency, Lump-sum negotiated, Lump- sum hard bid, design-build, etc.; Indicate whether your firm routinely self performs any trade work and if so the relative amount of self-performed work to the total volume. Indicate what resources, if any, your firm has regarding self-performed trade work. Provide any other information necessary to describe your core business parameters.

c) Provide an organizational chart of your firm indicating the lines of authority for the senior personnel involved in performance of this contract and relationships of this staff to other programs or functions of the firm. This chart should show lines of authority to the next senior level of management beyond the project team level.

d) Has your firm had a contract terminated for default in the last five years? If so, describe such incident.

e) Indicate any other experience that demonstrates the qualifications of your firm for the performance of this contract.

4.6 Criteria 2 – Services Defined

a) The CM should provide documentation of their understanding of the services requested in the RFP and contract documents.

b) Your proposal must provide for the completion of all work necessary to accomplish the scope of work defined in this RFP. Include a complete description of the proposed approach and methodology to accomplish the work described. The plan must be in sufficient detail to convey to the evaluation team the CM's knowledge of projects of similar scale and complexity and the CM's knowledge of the requirements, demands, and constraints of this project.

c) Explain how your firm/team approaches budgeting and budget maintenance to assure a successful completion within budget.

d) Provide an organization chart, resumes of key team members, and brief description of roles and responsibilities. Include a detailed staffing chart for each phase of the project, including preconstruction, bid/award, and construction, indicating the remote and on-site staffing that you feel is necessary to provide the construction services requested, including percentage of time each individual will spend on this project.

4.7 Criteria 3 – Financial Proposal

The financial proposal is not due with Phase 1 submission and will be requested from shortlisted firms in Phase 2.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

a) Explain how your firm/team approaches scheduling and schedule maintenance to ensure successful on time completion of the design and construction phases.

b) Provide examples of schedules your firm has generated in support of projects of the size and complexity of this project.

4.9 Criteria 5 – Other Additional Information

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

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.

5.0 EVALUATION CRITERIA PROCESS

Phase 1: Technical Proposals

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, presentations to the committee, additional information requested by the University for clarification, and information obtained from references and independent sources.

The evaluation committee will review proposals and discuss the merits of each Offeror's technical proposal. Each committee member will independently evaluate the Phase 1 proposals and indicate an ordinal ranking (1st, 2nd, 3rd, etc.) of the firms for each evaluation criteria contained in this document and weighed per criteria described in the table below. Each committee member's final score for each firm will be the weighted average of the ordinal rank for each evaluation criteria using the points available for the evaluation criteria. The firm's overall Phase 1 score will be the composite score of all committee members' scores for the firm.

Criteria Description	**Phase 1 Criteria Weight**
Project Team Qualifications	30
Services Defined	30
Qualifications – Firm	20
Scheduling Ability	10
Constructability and Interdisciplinary Coordination Review	10

The total weighted average points awarded to each Offeror by the committee members will determine the Phase 1: Technical Proposal ranks, and corresponding scores as illustrated below:

Rank	**Phase 1 Score**
1st	100
2nd	90
3rd	80
4th or below	0

The committee will create a shortlist based on the technical proposals. The university reserves the right to reject an offeror from further consideration regardless of the number of proposals received by the University.

Phase 2: Finalist Presentations and Non-Price Total Score Evaluation Process and Scoring

Offerors that advance to Phase 2 will be invited to make finalist presentations to the evaluation committee and may be requested to provide additional or clarifying information.

Each Finalist should provide their financial proposal to the Purchasing Officer indicated in this document in the format(s) requested on or before the time and date of their presentation. No evaluation committee member may have any knowledge of any Offeror's financial proposal until released by the Purchasing Officer.

Phase 2, Step 1: Finalist Presentations Scoring

After all Finalist Presentations are concluded, each evaluation committee member will independently rank each Offeror. The evaluation committee will then discuss and determine the ranking of each Offeror. The total weighted average ranking of each Offeror will determine the overall Phase 2, Step 1: Finalist Presentations rank, and corresponding score as illustrated below:

Rank	Phase 2, Step 1 Score
1st	100
2nd	75
3rd	50
4th or below	0

Phase 2, Step 2: Non-Price Total Score

The Non-Price Total Score is calculated by adding the Phase 1 score and Phase 2, Step 1 Score. The maximum Non-Price Total Score is 200.

Phase 3: Financial Proposal Score

The maximum Financial Proposal (Price) Score is 200. The Offeror proposing the lowest price/score will receive the maximum score of 200. Each higher financial proposal will receive a proportional score as determined by the formula below:

$$\frac{Lowest\ Price}{Offeror's\ Price} \times 200 = Offeror's\ Financial\ Proposal\ Score$$

Best and Final Offer (BAFO):

The Offeror(s) with the highest total scores from Phases 1, 2, and 3 may receive a request for a Best and Final Offer from the Purchasing Officer.
BAFOs are scored identically to financial offers.

Basis of Award: Offeror's Total Score

Maximum Phase 1: Technical Proposal Score	100
Maximum Phase 2: Finalist Presentations Score	100
Maximum Phase 3: Financial Proposal Score	200
Maximum points available for Offeror's Total Score	400

The Offeror's Total Score is calculated by adding the Non-Price Score and the Offeror's Financial Proposal Score.

The Offeror with the highest Total Score represents the apparent best value to the University.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The successful Construction Manager will enter a contract for the preconstruction phases of the project. Subject to CM performance, continuing University need, and adequate funding, upon satisfactory completion of preconstruction services, the Construction Manager shall receive written unlimited notice to proceed with the remaining phases of the Work. The unlimited notice to proceed establishes the commencement date and completion date(s) described in Attachment 004 – Special Conditions CM at Risk.

6.2 Effective Date

The effective date of the contract should 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 from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the 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 should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, should be 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 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.

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

Refer to 004 Special Conditions, CM at Risk.

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 Project 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 (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror certifies 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 Used)

6.26 Copyright Ownership and Title to Designs and Copy (Not Used)

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 Used)

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by Procurement Services.

6.29 Requirement for Contract Administration Fee (Not Used)

6.30 Payment Terms

See Attachment 003 – General Conditions, CM at Risk

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 uses ACH as its primary payment method. All ACH banking information must be entered, maintained, and approved through PaymentWorks. Approved ACH payments are subject to Net-15 payment terms unless the Contract expressly provides otherwise.

2. The University uses Payment Plus (e-payables) as a secondary payment method. Contractors enrolled in Payment Plus may receive Net-0 payment terms following confirmation of receipt and acceptance of the goods or services and approval of the applicable invoice. Payment Plus inquiries may be directed to UK (Main Campus) Accounts Payable Services: APPOInvoices@uky.edu. Additional information regarding Payment Plus (and enrollment form) can be found at: https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form.

3. Payments by check are subject to Net-30 payment terms unless the Contract expressly provides otherwise.

7.0 SCOPE OF SERVICES

7.1 Services Defined

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

- Design Phase (Review of Construction Documents and estimating)
- Bid and Award
- Construction, including Acceptance
- Post Construction, including Warranty.

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

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

7.1.1 Detailed Services

The University has retained an Engineer of Record, Sherman Carter Barnhart, to provide design and conventional contract administration services for the project. The CM, in consultation with Sharman Carter Barnhart and the University, will take the lead and develop the remainder of the project schedule, subject to approval by both the Architect and the University.

The CM shall

1. Prepare the required detailed construction cost estimates to support the design process. The project will include bid alternates. Additional cost estimating will be required to determine costs of the alternates.

2. Participate in Construction Document progress review sessions for the purpose of providing input with respect to constructability, contractibility, value engineering, coordination between trades, scheduling, and document development. In addition, the Construction manager will provide a comprehensive, independent constructability and interdisciplinary coordination review of the final construction documents for Bid Packages.

3. Provide Special Conditions for approval by the Architect and the University and for inclusion in bidding and contract documents

7.1.2 Bid and Award Phase Services

1) The CM shall assist the Owner's Capital Construction Procurement Division to ensure that all bidding activities result in qualified contractors for the lowest possible costs.

2) Bids will be solicited by the University in accordance with the Commonwealth of Kentucky Model Procurement Code (KRS 045A). The CM will participate in the post bid evaluation and verification of the qualifications of the firms submitting apparent low bids for each of the bid packages for the project to assist in the determination of the proposals representing the best value to the University.

3) As each trade contract and/or purchase order is executed by the CM, the contract between the CM and the University shall be adjusted by an equal amount so that the total contract sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus the percentage of the base fee for CM Services previously established during Phase II of the CM selection process

7.1.3 Construction Phase Services

The CM shall:
1) Enter into direct contracts with all Trade Contractors and Suppliers.

2) Assume the responsibility for the overall administration of construction contracts.

3) Provide full-time staff throughout construction for the purpose of monitoring, managing, inspecting, scheduling, and coordinating the timely progress, performance, quality and contract compliance of the trade contractors and suppliers.

4) Develop and maintain a detailed construction schedule in accordance with Contract General Conditions Article 32 and Special Conditions Article 11.

5) Request pricing, review and negotiate costs, and make recommendations on all necessary changes to the contracts and/or purchase orders. The contract between the CM and the University shall be amended by change order so that the total sum of the contract between the CM and the University equals the sum of the executed trade contracts and purchase orders, plus approved change orders to the trade contracts and purchase orders.

6) Coordinate construction interfaces, methods, techniques, and sequences. The Design Team is utilizing Building Imaging Modeling (B.I.M.) to coordinate building systems and to help minimize space conflicts. To that end, the selected Construction Management Firm shall also use B.I.M. for coordination of the construction work, for coordination and conflict resolution, and in conjunction with the design consultants. Any B.I.M. application used must be compatible with Revit Architecture as manufactured by Autodesk.

7) Institute and administer requirements and procedures for the electronic review and approvals of all submittals.

8) Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc.. Prepare budget cost summary reports as required but no less frequently than monthly.

9) Coordinate all requirements of project commissioning and close-out procedures including but not limited to: inspections, Owner’s orientation and familiarization, training of Owner’s personnel, and collection of all electronic close-out documents. Develop with Owner an occupancy schedule.

10) Represent the owner, moderate, seek solutions, make recommendations or take other appropriate actions in matters relating in disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of this project.

11) Utilize eComm for reporting and retrieval of project information.

Note: Construction Phase Services, as noted above, should assume the durations listed in the enclosed schedule (Attachment 005 – Project Schedule). The University intends to conduct a reassessment of the schedule with full participation and agreement of the entire team. Should that effort alter these durations, the CM's Construction Phase Services will be amended accordingly and agreed upon prior to start of the construction phase.

7.1.4 Post Construction Phase Services

The CM shall:

1) Warrant to the Owner and the Consultant that all materials and equipment furnished under the Trade Contracts and Purchase Orders shall be new and in accordance with the requirements of the contract documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents

2) Guarantee that labor, material, and equipment shall be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract.

3) Warrant that the work performed under the contract between the CM and the Owner, when completed, will conform to the Contract Documents

7.2 Optional Services

Any proposal that does not address the scope of services described in 7.1 may be rejected as non-responsive. The University may, at its sole discretion, consider optional services or alternate proposals after review of base proposal(s). A financial offer for optional services and/or alternate proposals must be clearly labeled as such and will be submitted in the same manner and timeframe as the base offer.

8.0 FINANCIAL OFFER SUMMARY

he **financial offer is not required to be included in the first phase submittal**. It will be requested from firms which are selected to participate in Phase 2 of the selection process.

Provide a lump sum firm fixed fee quotation to perform the Construction Management services required for the project phases indicated in the table below. Indicate the corresponding percentage of construction cost or cost per calendar day in column B. If there is a discrepancy between the amount in column A and the percentage or cost per calendar day in column B, column A will prevail and will be converted to a percentage or cost per calendar day.

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

This financial proposal is based on a construction cost of $51,500,000.00 and a project time duration of 170 calendar days for design, a bidding phase, and 725 calendar days for the construction phase to substantial completion.

	Column A Lump Sum Cost	Column B % or cost/day
Design Phase Services (to include detailed cost estimates, constructability, and interdisciplinary coordination reviews for each design phase).	$	
Bid and Award Phase Services (The CM shall provide a breakdown estimate for each bid package as determined by the agreed upon master schedule.)	$	
** Construction Phase Staffing Services (based on the Construction Staffing Standardization Matrix)	$	cost/calendar day
** Construction Phase jobsite general conditions	$	cost/calendar day
* Bonds	$	% of const. cost
* Insurance	$	% of const. cost
* Overhead & Profit	$	% of const. cost
Post Construction Phase Services	$	
Total Cost for the Project	$	

* As each trade package is added to the Construction Manager's purchase order, the associated costs from the financial proposal will be added according to the percentage indicated in Column B.
** Where the General or Special Conditions allow added cost for construction time extensions, the added cost will be calculated according to the length of the time extension times the cost per calendar day in Column B.

8.1 Optional Services and Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.