Request for Proposal
UK-2091-21
Proposal Due Date - 09/04/2020

Specialty Graphics, Signage, and Way-finding for the Improve Memorial Coliseum Project

Project 2520.0
REQUEST FOR PROPOSAL (RFP)

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

<table>
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<th>PROPOSAL NO.:</th>
<th>UK-2091-21</th>
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<tbody>
<tr>
<td>Issue Date:</td>
<td>08/04/2020</td>
</tr>
<tr>
<td>Purchasing Officer:</td>
<td>Matt Spalding</td>
</tr>
<tr>
<td>Phone:</td>
<td>859-323-5405</td>
</tr>
<tr>
<td>Title:</td>
<td>for Improve Memorial Coliseum</td>
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IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 09/04/2020 @ 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.

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 imprisonment 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, .341 and .342.

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.

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.

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<td>PAYMENT TERMS:</td>
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Improve Memorial Coliseum Graphics Drawings Index

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2. Graphic Elevations – South Lobby Area
3. View – South Lobby Area
4. Graphic Elevations – Corridor Graphic Mural
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22. Exhibit Logos and Branding
23. Exhibit Colors, Fonts, and Project Notes

**Improve Memorial Coliseum Signage/Wayfinding Drawings Index**

Reference Plan Drawing Index:

A100 – Overall Event Level Plan  
A110 – Overall Concourse Level Plan  
A120 – Overall Upper Level Plan  
A130 – Overall Attic Level Plan  
A200A – Event Level Plan-Area A  
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A230C – Attic Level Plan-Area C  
A230D – Attic Level Plan-Area D
1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide Specialty Graphics, Signage and Wayfinding to Improve Memorial Coliseum in Lexington, Kentucky.

- The Contractor who is chosen to install the product must provide a turn-key installation which includes clean-up from associated installation.

- The Contractor who is chosen must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.

- Provide complete Specialty Graphics, Signage and Way-finding to Improve Memorial Coliseum as outlined here-in (scope of work) and stipulated on documents.

- The University’s budget for the complete Specialty Graphics, Signage and Wayfinding project is $1,000,000.00, plus or minus 20%.

To be considered a responsible Offer, the selected Contractor must have successfully completed previous Professional or NCAA Division I Sports Related graphics projects with similar scope of work and quality requirements to the project being quoted. At minimum, potential Contractors are to have at least five (5) years’ experience with providing “turnkey” signage and graphics for facilities of the magnitude of this project, and/or other significant structures of comparable scale and complexity.

The work will be performed under contract with the Construction Manager, Congleton-Hacker Construction Company (CM) and the Specialty Graphics, Signage and Way-finding Subcontractor selected will become a responsible, cooperative and contributing member of the CM professional team for the design, fabrication and installation of the project. Design services will be coordinated with the Universities Architects, RossTarrant Architects and University Representatives and will provide assistance and advice to the design consultants, CM and Owner to assure the project is completed within defined budget, program and schedule.

Detail of the Universities requirements are attached to this RFP containing the drawings for the entire Project. These drawings and specifications are to be considered as included in this scope and they supplement with the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

A Pre-Proposal Conference will be held at the University on or around 08/14/2020 at 10:00 AM. Please see Section 3.3 for additional information.

The Scope of Services is further defined in Section 7.0, Scope of Services, in this RFP. Including the following Attachments and Drawings:
Attachments
Attachment A General Conditions – CM at Risk
Attachment B Special Conditions – CM at Risk
Attachment C Congleton-Hacker Subcontract Agreement
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- A220D – Upper Level Plan-Area D
- A230A – Attic Level Plan-Area A
- A230B – Attic Level Plan-Area B
- A230C – Attic Level Plan-Area C
- A230D – Attic Level Plan-Area

### 2.2 Background Information

This project includes the full renovation of the existing 235,000 GSF Memorial Coliseum.

The facility, which opened in 1950, was built as a memorial to Kentuckians who died in World War I, World War II, and the Korean War. The facility once served as the home to the Kentucky men's basketball program which won two national championships while occupying the building (1951 and 1958). When UK men's basketball games were moved to Rupp Arena in 1976, the building continued to serve as the men’s basketball practice facility prior to the opening of the Joe Craft Center in January of 2007. This historic facility now is home to competition for three women’s athletics teams: women’s basketball (since 1974), gymnastics, and volleyball. The restoration and improvement of this historic property includes enhanced amenities, a revived tribute to fallen Kentuckians who lost their lives in military service, climate control, modern seating, and other enhancements to benefit student-athletes and the public attending athletics and community events in the facility. The project also includes many system-related upgrades such as life safety, security, lighting, and sound. The renovation will encompass the entire building including offices and academic functions, upgrades to the Center for Academic and Tutorial Services (CATS) facility, as well as building envelop and site upgrades. It also includes renovation of the Women’s Basketball Locker Room Suite located within the Craft Center.

Some spaces (the north end zone and other locker rooms spaces) were previously renovated with the construction of the Joe Craft Center basketball practice facility in 2007.

**NOTE:** The schedule currently projects a multi-phase construction phasing plan, however, the arena and spaces required to support its use must achieve substantial completion not later than July 1, 2021.
2.3 **University Information**

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship Research University. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants
that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

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<tr>
<td>Release of RFP</td>
<td>Tue, 08/04/20</td>
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<tr>
<td>Pre-Proposal Conference at 10:00 AM</td>
<td>Fri, 08/14/20</td>
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<tr>
<td>Deadline for Written Questions Phase 1</td>
<td>Fri, 08/21/20</td>
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<td>Final Addendum</td>
<td>Fri, 08/28/20</td>
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<tr>
<td>RFP Proposals Due Date at 3:00 PM</td>
<td>Fri, 09/04/20</td>
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<tr>
<td>Evaluation of Phase 1 Proposals</td>
<td>Mon, 09/07/20</td>
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<tr>
<td>Notification of Phase 2 Finalist</td>
<td>Thu, 09/10/20</td>
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<tr>
<td>Offeror Presentations from Phase 2 Finalist</td>
<td>Week of Mon, 09/21/20</td>
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<tr>
<td>Contract Award</td>
<td>Week of Mon, 10/05/20</td>
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NOTE: All dates are tentative and subject to change.

3.2 Offeror Communication

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

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

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

Mr. Matthew Spalding  
Purchasing Division  
University of Kentucky  
373 Peterson Service Building  
411 S. Limestone  
Lexington, KY 40506-0005  
Phone: (859) 323-5405  
Fax: (859) 257-1951  
E-mail: matthew.spalding@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 **Pre-Proposal Conference**

Pre-Proposal Conference will be held around 8/14/20 (actual date/time to be determined) in the media room at 042 Memorial Coliseum, located at 201 Avenue of Champions, Lexington, KY 40506 on the campus of the University of Kentucky. This conference is to allow prospective contractors an opportunity to ask questions and clarify the University’s expectations. Please allow extra time for travel as it may be difficult to find parking space. Entry to the media room will be from the east side of Memorial Coliseum.

Attendance at the Pre-Bid Conference is optional. At this conference the scope of services will be discussed in more detail and will include a site walkthrough of the Coliseum.

Oral answers given at the conference are not binding. Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1, Written Questions of this RFP. The questions and answers will be made part of the RFP and may become part of the contract with the successful Offeror. Oral answers given at the conference are not binding.

3.4 **Offeror Presentations**

All Phase 2 Finalists shall be required to make a presentation to the evaluation committee. The interviews are tentatively scheduled to be held the **week of 09/21/2020**. Actual interview times for the Phase 2 finalist will be scheduled at a later time. Also, an agenda for the Phase 2 finalist will be issued prior to the interviews.

3.5 **Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.6 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.
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 an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what are included (Technical Proposal) and eight (8) printed copies in a single package, separate from the Financial Proposal.

- **Financial Proposal:** One (1) copy on an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what are included (Financial Proposal) and eight (8) printed copies in a single package, separate from the Technical Proposal.

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

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 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 formalities 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 shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 **Disclosure of Offeror’s Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

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

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

3.13 **Restrictions on Communications with University Staff**

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

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

3.15 **Disposition of Proposals**

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

3.16 **Alternate Proposals**

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

3.17 **Questions**

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

3.18 **Section Titles in the RFP**

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

3.19 **No Contingent Fees**

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

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.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - 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 must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

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

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
4.4 **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 **Criteria 1 - Offeror Qualifications**

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

a) Please provide a brief narrative describing the history of your company. Identify the ownership of your company. Include supplemental information if joint venturing and/or specialty tier vendors/contractor(s). In addition, please complete Attachment F, Determination of Responsibility Form and include with the Proposal.

b) Please provide the Offerors qualifications for performing the work described in this RFP including specification requirements.

Describe your personnel and/or subcontractors for the design, fabrication, installation, and support of the present and in the future. Who will be the Project Manager and onsite foreman qualifications for performing the work described in this RFP? Please provide the Project Managers’ qualifications for performing the work described in this RFP.

c) Provide resumes or a description of the graphic and display artisans who will be performing the artistic design solutions to include portfolios which demonstrate their design abilities for providing “turnkey” signage and graphics for facilities of the magnitude of this project, and/or other significant structures of comparable scale and complexity.

d) Provide resumes or a description of the skilled craftsman who will be fabricating and installing the graphic designs to include portfolios of which have been completed which demonstrates their craftsmanship abilities for facilities of the magnitude of this project, and/or other significant structures of comparable scale and complexity.

Include representative staff qualifications (college degrees, industry certifications, and experience) of the individuals employed by your company that will perform the project engineering, project management and lead technical installation labor on this project. Emphasis should be placed on those qualifications pertinent to the work on this project. Qualifications shall be representative of the staff working out of the office/branch that will perform the work of this project. Submittal of industry/manufacturer training certificate copies is encouraged.

e) Do you have the personnel to support the work required for the services described in this RFP?

f) Provide the number of employees required to perform the work.

g) Do you have the type of equipment and amount of equipment to support the work required for this project? Provide a list of the equipment owned by the company and list the equipment to be used to service the Improve Memorial Coliseum graphics project.
h) Also, please provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP, including Section 2.1 and 7.0 of this RFP, the specifications and Drawings to meet an aggressive implementation schedule.

4.6 Criteria 2 – Services Defined

a) Provide a brief statement explaining how your company will accomplish the services described in this RFP. In the statement, please describe each phase of the work, (design, installation, training and after warranty service) include the staffing levels and frequency of the types of services required.

b) What support will your company require from the University of Kentucky?

c) Provide information on the capabilities of the system, the function of the overall system and each of its components and the ways in which the components are integrated.

d) Provide information on the scalability of the system and each of its components.

e) Please describe the warranty that your firm provides. Explain what is covered and what is not covered. Also, does it include labor?

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

a) Please describe the schedule for this project and indicate how your firm proposes to meet the schedule for the completion of this project.

b) Provide evidence of the Company’s experience with both design and fabrication/Installation in similar work as described in this RFP. Indicate whether your firm performed the design work and fabrication/installation work, or both. Contractor shall submit a list of installations for facilities of the magnitude of this project, and/or other significant structures of comparable scale and complexity as this Improve Memorial Coliseum project that have been done within the last 5 years. This list should include names & phones numbers of the project contact from the University or comparable athletics arena/facility projects.

c) Offerors are to provide references, with type of system, location, and current contact names and phone numbers for those who were responsible for the selection of the product.

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

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. 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 must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**
- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

**Secondary Criteria**
- Other Additional Services

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

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

IMPORTANT NOTE: THE SUCCESSFUL BIDDERS WILL ENTER INTO A SUBCONTRACT WITH CONGLETON-HACKER CONSTRUCTION COMPANY. THE FORM OF CONTRACT IS INCLUDED WITH THE BID DOCUMENTS. THERE WILL BE NO DIRECT CONTRACTUAL RELATIONSHIP BETWEEN THE SUCCESSFUL BIDDERS AND THE UNIVERSITY OF KENTUCKY.

The Congleton–Hacker Subcontract Agreement is included within Attachment C.

6.1 General Conditions

The General Conditions are Included within Attachment A.

6.2 Special Conditions

The Special Conditions are included within Attachment B.

6.3 Bonding

Offerors shall submit a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the RFP and/or General Conditions. The Payment and Performance Bonds are attached as Attachment D.

6.4 Competitive Negotiation

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

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

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

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

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

6.6 **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, shall be the entire agreement between the parties.

6.8 **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.

6.9 **Termination for Convenience**

Please refer to Attachment A, General Conditions.

6.10 **Termination for Non-Performance**

Please refer to Attachment A, General Conditions.

6.11 **Funding Out**

Not Applicable.

6.12 **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.

6.13 **Assignment**

The contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.
6.14 **Permits, Licenses, Taxes and Commonwealth Registration**

Please refer to Attachment A General Conditions.

6.15 **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.

6.16 **Patents, Copyrights and Trademarks**

The contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

6.17 **Indemnification**

Please refer to Attachment A, General Conditions.

6.18 **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.

Please refer to Article 35 of the General Conditions and Article 41 of the Special Conditions for additional insurance requirements.

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. 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.

6.19 **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.
6.20 **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.

6.21 **Reports and Auditing**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review. Records or other information confidentially disclosed as part of the solicitation process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided by the Kentucky Open Records Act. Additionally, the contractor recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act.

6.22 **Confidentiality**

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

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

6.23 **Conflict of Interest**

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

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

Not Applicable

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 Graphic Standards**

Graphic Standards and final photography shall be provided by the University of Kentucky.

6.28 **Printing Statutes**

Not applicable to this project.

6.29 **Damaged or Inferior Material**

Please refer to Attachment A, General Conditions.
7.0 SCOPE OF SERVICES

PART 1 – GENERAL

1.0 GENERAL SCOPE

A. The Scope of Work generally includes the design, fabrication and installation of Specialty Graphics and Display Cases, Signage and Way-finding, included, but not limited to, three dimensional graphics with components of wood, brushed and painted aluminum laminates, acrylic, laminated graphic prints, printed wall graphics, direct print digital graphics on ACM substrate, mechanical mounting fasteners, printed banner material, LED lighting accents including illuminated letters and logos, fabricated mounting structures, digital video screens, matrixes and necessary hardware, hardware and software for digital graphics content as well as related placement and connection of required cabling, programming support and maintenance to primary user, sound equipment, final electrical connections, and related accessories to produce the finished products as described herein.

1.1 GENERAL REQUIREMENTS

A. Contract and Bid

1. These General Requirements form a part of each Work Category work description, and they apply to each bidder’s scope of work.

2. It is understood that the use of the terms Bidder, Contractor, Prime Contractor, Trade Contractor and Subcontractor within this description shall refer to the same entity, and it is the entity that enters into a contract with the Construction Manager (CM) as a successful Work Category Bidder.

3. If conflicts regarding the assignment of work exist between the drawing notes and/or other specification sections and this Work Category Description, this Work Category Description shall take precedence.

4. The Bidder, having become thoroughly familiar with the requirements, conditions and intent of the Contract Documents, and with all conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform and work within the time stated and in strict accordance with the Contract Documents, without claims for additional time or compensation.

5. Each subcontractor is responsible for knowing what Work has been assigned to any preceding or succeeding separate Contracts, as well as to other subcontracts within this Bid Package. No additional reimbursement or extensions of time will be allowed a subcontractor due to its lack of knowledge or understanding of the Work assigned to its subcontract or to any separate subcontract which may affect its Work. If applicable, documents for other Bid Packages are available for review in the CM’s site office.

6. Except as may be specifically noted to the contrary in the Contract Documents, each subcontractor shall provide or cause to be provided, and shall pay for all labor, materials,
equipment, tools, construction equipment and machinery, temporary utilities, transportation, testing, and all other facilities and services necessary for proper execution and completion of the Work of its Subcontract, whether temporary or permanent.

7. The Bidder’s Lump Sum proposal INCLUDES all applicable sales and/or use taxes.

8. The Bidder agrees that upon written notice of the acceptance of its bid, the Bidder will arrange to meet with the CM within five (5) business days to review its bid and to execute the Subcontract. Executed Performance and Payment Bonds, if required and all appropriate Insurance Certificates shall be delivered to the CM at the time of execution of the Subcontract. Failure to execute the Subcontract within ten (10) working days after receipt of the Subcontract may be considered a default under the obligation of the Bid Bond.

9. The Bidder shall include all costs for permits, fees, bonds, tap-in fees, assessments and inspections.

10. The General and Special Conditions included in the bid manual are the General and Special Conditions for the contract between the construction manager and the University of Kentucky. All successful bidders will be bound to all of those conditions the same as the construction manager.

B. Scheduling

1. Each subcontractor shall include any premium time required to meet the project schedule, as well as for any work which impacts Owner operations (i.e. utility tie-ins, shutdowns, or blocking deliveries).

2. Saturday and Sunday shall be used as make-up days for weather delays at no additional cost.

3. Subcontractors will be provided the durations as shown on the project schedule for completion of each particular work item, however, sequencing and timing for each work item may be adjusted as needed by the CM.

4. The CM will issue a 4-6 week lookahead schedule at each weekly progress meeting (which all subcontractors are required to attend). All subcontractors will then review that lookahead, and provide a written three week lookahead schedule to the CM, indicating all activities that they will be doing for the next three weeks, and the labor required for each activity.

5. Durations shown on the project schedule are intended to include time for commissioning. Subcontractors will need to complete work to allow commissioning to occur within the timeframe allotted for each activity.

6. In the event that the work by this subcontractor falls behind the accepted schedule, the CM shall issue a notice in writing that the subcontractor is behind. If, within 3 days the subcontractor has not provided sufficient labor and/or materials to get back on schedule, the CM reserves the right to have this work completed by others at the subcontractor’s expense.
C. Supervision

1. Each subcontractor shall provide a full-time Superintendent, on site, throughout the duration of their scope of work. This Superintendent shall be authorized to make all decisions relative to the work on site, shall attend daily foreman check-in meetings and shall be the primary contact for all correspondence. Any change of superintendent shall be pre-approved by the Construction Manager.

2. The Construction Manager reserves the right to have the subcontractor’s superintendent or project manager replaced for any reason.

D. Administration

1. Each subcontractor is required to submit documents in PDF format if 11” X 17” or smaller and not bound. Any documents or drawings larger than 11” X 17” will require one PDF copy and one hard copy. If samples are required four (4) physical samples will be submitted at the time of review. All submittals shall be prepared and submitted in accordance with the submittal requirements outlined in the General and Special Conditions. One electronic copy of the submittals will be returned to the Subcontractor.

2. All Operation and Maintenance (O&M) specified in the documents to be provided shall be submitted to the CM on or before the expiration of 75% of the contract performance time.

3. Record drawings shall be updated on a weekly basis at the Construction Manager’s jobsite office.

4. Each subcontractor shall have the capability of utilizing “E-Communication” (E-Comm”). This is an Internet based project collaboration and management software. This will include any training necessary to use E-Comm.

5. Drawings and revisions will be distributed electronically. The Subcontractor shall provide its superintendent with access to an ipad or other portable table device for access to internet based software from the jobsite.

6. Each subcontractor shall have an active e-mail account for the receipt of CM correspondence to the subcontractor.

7. Subcontractor Superintendents shall attend a daily 10-15 minute planning meeting every morning prior to beginning work.

8. Every Friday, each subcontractor will be required to submit to the CM Superintendent, a three week look ahead planning schedule. This form will be provided by the CM.

9. All construction contracting companies doing work in Fayette County must obtain a Contractor Registration Certificate as well as a Business License. CM may request proof that subcontractor holds a current certificate and license prior to payment.

10. All subcontractors are required to meet the University of Kentucky’s Design Standards for all work items. These standards are available for review on the UK website.
11. Any work done by field ticket shall be reviewed with, and signed by Congleton-Hacker Company’s Superintendent within 24 hours, and pricing submitted within 30 days. Failure to follow either of these requirements shall void any monies due to the subcontractor for the added work.

E. Safety

1. Provide and maintain an effective safety program and conform to all Federal and Local safety codes.

2. All employees of all contractors, subcontractors or other entities who require access to the site are required to attend a pre-construction safety orientation meeting prior to starting work on site.

3. Hard hats, work boots, and long pants shall be worn by all employees at all times while on site.

4. All equipment operators and truck drivers on the site are required to wear hard hats, work boots, and long pants at all times, including in the cab while running equipment.

5. Any barricade or safety device removed by a subcontractor’s employees in order to perform the work shall be immediately re-erected as soon as that work activity is complete. Temporary barricades and/or a controlled access zone must be established while the barricade is down. If the subcontractor fails to comply with this requirement, the CM or designee will cause the necessary work to be completed, and all associated costs will be deducted from costs due the subcontractor.

6. If any personnel are required to leave the site due to safety violations, it will be the responsibility of the subcontractor to provide additional manpower or work premium time to make up any lost time due to the safety violation.

7. High-vis vests or shirts will be required at all times while working on site.

F. Site Utilization

1. Each subcontractor shall confine its operations to the defined site limits and/or approved site lay down and storage areas. Any work activities that require work outside of the site limits shall be coordinated in advance with the Construction Manager.

2. Each subcontractor is responsible for its own hoisting, unloading, storage and subsequent moving of materials as required to complete its work. On-site storage locations of all materials, equipment, and operations must be coordinated with, and approved by, the Construction Manager in advance. Staging areas will be designated to each subcontractor. Any materials, equipment, or operations found to be outside approved staging areas are subject to relocation by the Subcontractor at the Construction Manager’s discretion.

3. All costs associated with material delivery in small quantities, relocation of materials that impede work progress, and off site material storage and handling shall be included in the bid.
4. Each subcontractor is responsible for receiving all deliveries, unloading, hoisting, and transporting to staging areas approved by the Construction Manager.

5. Each subcontractor shall provide temporary protection as required against rain, wind, storms and theft. Damages to existing facilities due to the Subcontractor’s failure to provide temporary protection as required will be corrected at the Subcontractor’s expense.

6. Fuel storage on-site is restricted and fueling procedures must comply with applicable regulations and receive the CM's approval.

7. Where new work connects with existing, provide all necessary cutting and fitting required to make a satisfactory connection with the work in a finished and workmanlike condition. Furnish all labor and material necessary, whether or not shown or specified. All measurements must be verified.

8. Each subcontractor shall be responsible for the proper protection of adjacent structures, public right-of-ways and emergency egresses while performing its scope of work.

9. Each subcontractor shall be responsible for the protection of its own materials, tools, equipment, and finished work until substantial completion is granted. Damage to stored or finished work and/or theft of any materials, tools or equipment prior to substantial completion shall be repaired or replaced at the Subcontractor’s expense.

10. Each subcontractor is responsible for maintaining drainage and grades of the site, affected by their work, during and after their work.

11. Each subcontractor shall be responsible for furnishing, installing, maintaining, and removing weather protection required for their work.

12. Each subcontractor shall be responsible for cleaning their tires, and the tires of any of their delivery trucks prior to leaving the site.

13. All tobacco use on campus is strictly prohibited.

14. Failure to clean up the site daily will result in the performance of this activity by the CM or a designated Trade Contractor at a unit rate of $75.00 per hour and associated costs shall be back charged to the appropriate Trade Contractor. Cleanliness during construction is of utmost importance.

15. Temporary electric prior to establishing temporary electric inside the building shall be provided by each trade contractor for their own work.

16. In addition to any items listed in the specific or general scopes of work, each trade contractor shall provide, for the duration that they are working onsite, one person for one day each week to perform general clean up at the direction of the Construction Manager, or whoever the Construction Manager appoints to manage clean up.

17. The project site is an active university campus. Any measures required to maintain access for the public, students or university personnel, shall be included.
18. All utility shutdowns shall be limited to 24 hours & shall be scheduled two weeks in advance.

G. Coordination

1. Each trade contractor shall be responsible for coordinating with and scheduling the Owner’s testing agency and the Owner’s commissioning agent for testing & start-up activities, and shall notify the CM when these activities are scheduled.

2. Beginning work shall be deemed acceptance of the existing or preceding conditions.

3. Parking will have to be coordinated with the Construction Management firm.

4. Normal working hours will be from 7:00 A.M. to 3:30 P.M., Monday through Friday unless the Construction Manager approves alternate arrangements. Off-hours work must be scheduled in advance with the CM. This does not alleviate the Trade Contractor’s responsibility to work overtime as required to maintain the schedule. Delays due to normal weather conditions are to be taken into consideration and anticipated when bidding this project. Saturdays are considered workdays as required to make up any weekdays lost due to weather.

5. Unless specifically indicated otherwise, each Trade Contractor is responsible for all detailed layout and grade from established benchmark and control lines.

6. Temporary electric will be provided for finish work only. Temporary electric will not be provided for all exterior, structural, and rough carpentry work, nor will it be provided for anything over 110V.

7. The Trade Contractor shall provide and continually maintain OSHA compliant guardrails around the top of all open excavations, including shored excavations, with the required number and spacing of ladders for accessing the excavation.

8. Each Trade Contractor shall provide any and all information pertinent to their work required by other trade contractors to properly coordinate their work, and will be responsible for requesting the same as needed from other trade contractors.

9. All work required for mock-ups as specified shall be included in all trade bid packages.

H. LEED Requirements

1. All bidders will comply with Sustainable Design Requirements and will be expected to understand and produce the requirements of LEED 2009 including all required tracking and documentation. Release of the monthly pay applications will be contingent upon the submission of the relevant LEED 2009 documentation.
2. Prior to awarding the contract each contractor will need to provide the total cost of all materials used on the project. This will not pertain to plumbing, mechanical or electrical equipment. This information is required in order to determine the percentage of LEED compliant material.

3. Separate dumpsters will be provided on site per LEED. Each subcontractor shall be responsible for disposing debris in the appropriate dumpster. Any subcontractor putting debris in the wrong dumpster will have to remove it, or pay the dump fees for that dumpster.

4. Each subcontractor will be responsible for providing VOC data on any adhesives, sealants, flooring, paints, and wood or agrifiber products.

5. Provide a list of proposed materials that will be regionally extracted, harvested, or recovered and regionally manufactured (within a 500 mile radius). This list will be required to be submitted no later than 30 (thirty) days prior to the start of that particular trades scope of work. You will need to identify each materials source and cost. You will also need to indicate Post-consumer recycled content and Pre-consumer recycled content, if applicable.

6. Submit a list of proposed materials with recycled content no later than 30 (thirty) days prior to the start of that particular trades scope of work. You will need to indicate Cost, Post-consumer recycled content, and Pre-consumer recycled content for each applicable product.

7. All woods used on the project must be Certified Wood in compliance with LEED MR Credit 7.

1.2 DEFINITIONS

A. DOCUMENTS

1. Refers to the drawings, specifications, graphics schedule, including all addenda and modifications incorporated therein before their execution. When applicable, additional appendages provided by Owner or Owner’s Representative also becomes part of the contract documents.

B. OWNER

Shall refer to:

University of Kentucky
222 Peterson Service Building
Lexington, KY 40506-0005
Contact: David Collins
Ph: 859-218-3169
Fax: 859-323-1017
C. ARCHITECT / CONSULTANT

Shall refer to:

RTA/HNTB

D. CONSTRUCTION MANAGEMENT FIRM

Shall refer to:

Congleton-Hacker

E. GRAPHIC CONTRACTOR/FABRICATOR

1. Refers to the group(s), firm(s), or corporation(s) designated as such in an Agreement with the Construction Manager or designated representative of the Owner (such as Owner’s Representative), and shall apply to any such group(s) under contractual obligation to perform any design, fabrication, installation, finishing, printing or other work related to the graphics and display cases, as referenced within this document.

2. The Graphics Contractor to be selected by use of a RFP. The selected contractor will be assigned to the Construction Management Firm as a separate Trade Contract.

F. WORK

1. As described herein, includes any design, material, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the design and fabrication as prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the graphic displays as indicated in the graphic schedule and drawings including all required material and labor for the design, hanging, mounting and/or installation of the graphics and display cases.

2. All designs must be coordinated with and approved by the designated Owner’s representative(s) prior to release for fabrication.

G. ADDENDA

1. Covering changes, corrections, and special interpretations of the drawings and specifications, shall become a part of the documents.

H. SUBSTITUTIONS

1. Refer to occasions when one or more than one product is specified and the Graphic Contractor wishes to offer a substitute product which will completely accomplish the purpose of the contract documents. Bidders must notify the University of Kentucky Purchasing of all questions and of all intended substitutions five (5) calendar days prior to final Addendum. The University Purchasing Division in turn shall forward any such requests to the Construction Manager and/or Architect for a response which will be issued as an Addendum to the bid documents prior to bid.

2. Any substitutions requested after the award of the contract will be considered only under these cases:
a. When the specified product is not available.

b. When a certain product or process is specified, a warranty of performance is required, and, in the judgment of the Graphic Contractor, the specified product or process will not produce the desired results.

c. When such substitution, in the opinion of the Architect, is in the best interest of the Owner.

3. Request for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution meets the following requirements. Regardless of the evidence submitted or any review or independent investigation by the Owner or the Architect, a request for a substitution of products, materials, or processes is a warranty by the Graphic Contractor to the Construction Manager, Owner and Architect that the requested substitution:

   a. Is equal in quality, serviceability and longevity to the specified item,
   b. Will not entail changes in details and construction of related work,
   c. Will be acceptable in consideration of the required design and artistic effort,
   d. Will provide a cost advantage to the Owner,
   e. Will not involve any change in cost to the Owner other than that specified in an accompanying request for a change order,
   f. Will not impede the schedule for production or installation.

The Graphic Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner and/or Architect in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Graphic Contractor.

4. Proposed substitutions will be made prior to bid. Submit requests for substitutions to the Owner in writing, giving sufficient information and samples for evaluation with the difference in costs, if any. Substitution must be approved in writing by the Owner and Architect before they may be used.

I. APPROVED, ACCEPTABLE OR SATISFACTORY

1. Shall be understood as approved by, acceptable with, or satisfactory to the Owner. Equal or satisfactory approved equal items and substitutions thereof shall be considered only prior to time of bid and must be clearly identified to Owner/Architect as such.

2. Where observed discrepancies occur between documents (drawings, schedules, or specifications) or within a document section, submit notice of same and assumption concerning same with proposal, and attached letter with proposal setting forth discrepancy and basis used in proposal. Thereafter, the time or arrangement of better quality, greater quantity, or higher cost shall be deemed included in the bid.
J. NOT IN CONTRACT (N.I.C.) or BY OTHERS

1. Refers to work not included in this contract.

K. PROJECT SCHEDULE

1. The construction project schedule is attached in this RFP as Attachment F. Specific schedule dates are shown for graphics under the responsibility code GFX. Any activities required to be completed, but not shown on this schedule in order for follow on contractors to complete their work must be done in accordance with the project schedule.

2. Design, review and bidding dates are approximate; however, final completion of construction must be achieved by the indicated date.

L. FINAL COMPLETION

1. The date when the Architect finds the entire work as described in the contract documents, acceptable and fully performed, as written in the final certificate of payment. For the purposes of this Contract, “Final Completion” and “Substantial Completion” shall be defined as the same date.

2. Substantial Completion shall be included in a forthcoming Addendum and Final Completion shall be achieved not later than shall be included in a forthcoming Addendum

1.3 QUALITY ASSURANCE

A. Bidder Qualifications and Proof of Experience:

1. Each vendor’s proposal must contain a description of previous graphics work of similar quality and scope to the project being quoted.

2. References must be provided for successfully completed comparable work on other similar arena/athletics facilities. Names and phone numbers of the clients (actual project contacts) must be provided.

3. Photos of previous projects may be requested by the Owner prior to award of contract.

4. Each vendor’s proposal shall contain a description of the firm’s qualifications with emphasis on work related to the execution of the specific type of vinyl/metal/dimensional graphics indicated herein.

B. The Graphic Contractor shall be responsible for the quality, materials and workmanship required for the execution of this contract including the materials and workmanship of any firms or individuals who act as his sub-contractors.

   A. It is intended that the work described in these documents be of sound, quality construction. The Graphic Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

5. The Graphic Contractor must have previous experience providing Digital Content and AV & Technology Hardware implementation, support, maintenance, and training.
6. The Graphic Contractor’s team member who will be assigned to the contract resulting from this RFP will have served as the Project Manager for the implementation of similar AV projects in Division 1 athletic facilities.

1.4. WARRANTY

A. Upon final completion, the Graphic Contractor shall warrant all work and materials to be in full and complete accordance with the Contract Documents and agreement between Owner and Graphic Contractor, and requirements appertaining thereto; that all work and materials are freefrom any and all defects and imperfections, and fully meet the manufacturer’s published performance criteria for the use and purposes for which each and every part is specified.

B. The Graphic Contractor also agrees that, should any defect develop or appear, which the Owner and/or Architect finds was not caused by improper use, the Graphic Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without any cost to the Owner and will hold the Owner and Architect harmless against any claim, demand, loss or damage by reason of any breach of this warranty.

C. The period of this warranty shall commence on the date on which the Owner determines the Graphic Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

1.5. COMMENCEMENT

A. The work described in these documents shall only begin when a Construction Manager authorized written Contract has been issued to the Graphic Contractor with instructions to proceed, provided other requirements have been met.

1.6. CONTRACT ADMINISTRATION

A. Reviewing the quality and process of the work and submittals received from the Graphic Contractor, the Architect is acting solely for the convenience of the Owner in observing the work. The Architect has no responsibility to assist the Graphic Contractor in the supervision or performance of the work. No action by the Architect shall in any way relieve the Graphic Contractor from his responsibility for the performance of the work in accordance with the Contract Documents, or give any negligence or other action against the Owner or the Architect or any party acting for or on behalf of either.

B. The Graphic Contractor shall allow the Owner’s Representative complete access to his plant, excluding such areas or processes judged by the Graphic Contractor to be of a highly secretive or proprietary nature, for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of the Owner’s work.

C. Upon notification from the Graphic Contractor that all work is complete, the Construction Manager will notify the Owner and Architect. Additional hours spent or expenses incurred by Architect’s or Owner’s personnel on documentation, coordination, and additional site visits beyond an initial review (punch list) and one follow up review (punch list) are subject to back charge to the Graphic Contractor.
1.7. ARTWORK

A. The Graphic Contractor will design and produce final artwork/layouts for all digital graphic prints, dimensional lettering/logos, physical displays and interactive technology, and will submit to the Owner and/or Architect, for review and approval prior to fabrication. Artwork for specific items and logos shall be coordinated with and approved by the Owner (some content for artwork may be provided by the Owner). A contact name and phone number will be provided after award of the graphics package. All other artwork, as well as final artwork for fabrication (including reproducible film positives) shall be provided by the Graphic Contractor. The Graphic Contractor may be required to refine said artwork for sake of reproduction. All special dyes prepared for graphic items shall become the property of the Owner and are not to be used further without written permission by the Owner’s authorized representative(s).

1.8. MISCELLANEOUS

A. Field dimensions shall be taken by the Graphic Contractor prior to preparation of shop drawings and fabrication where possible. Allow time for trimming and fitting wherever the taking of field measurements before fabrication might delay work.

B. All supplementary parts necessary to complete each item shall be furnished by the Graphic Contractor, whether or not such parts are shown or specified. All anchors and other fasteners for securing work to the construction shall be included.

C. The Owner reserves the right to purchase all or part of the graphic program. Unit costs as provided in the bid shall apply regardless of the quantity purchased. Unit costs shall also be guaranteed for a minimum of six (6) months from the date of the initial Award of Contract.

D. Verification of existing conditions and substrates is the responsibility of the Graphic Contractor. Verify actual mounting conditions prior to manufacture of anchorage systems.

E. The installer shall conform to all contract drawings and specifications, and will submit samples to the Owner and/or Architect for all materials and finishes included in their scope of work before commencement of such work.

F. All dimensions are to the exterior face of the finished material, unless otherwise noted. All elevations are noted from finish floor elevations.

G. All sizes are approximate for bidding, and shall be field-measured for specific fit before starting production.

H. The vendor must provide shop drawings of hanging and mounting systems for approval before production. Anchorage systems shall be concealed unless specifically indicated otherwise.

I. All graphics and displays shall be coordinated with the placement of any electrical outlets, thermostats, etc. Coordination of any graphic power requirements to be submitted to construction management team.

J. All graphics and colors provided shall conform to scale, specifications, and PMS numbers where provided.
K. Installer is responsible for the sound and electronics of the video portion of the project (as noted in the graphics drawings).

L. Final graphics information (hi-resolution photos and approved copy) from the Owner shall be supplied by UK’s Sports Information Department in order to build final artfiles.

PART 2 – GRAPHICS CONTRACTOR RESPONSIBILITIES

2.1. DESIGN RESPONSIBILITY

A. The graphic design requirements shown within this solicitation are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Graphics Contractor is responsible for design, fabrication, installation of the entire system, and to make whatever modifications of and additions to the details as may be required. Maintain the visual design concept as shown, including member sizes, profiles and alignment of components as accurately as possible.

B. The Graphic Contractor shall meet with the Owner’s designated representative(s) to:

1. Develop conceptual graphic designs based on drawings and Owner input;
   At a minimum:
   i. Services shall include Programming, Schematic Design, and Design Development.
   ii. Components to be designed are indicated on the drawings in Attachments G, H, I, & J, and shall include:
      1. Directional signage and wayfinding
      2. Room and Code Compliant Signage
      3. Building graphics to enhance recruiting, and enhance the experience for fans and student athletes.
   iii. Design Phase deliverables should include:
      1. Signage and environmental graphics design of sign types with location plans
      2. Message Schedule
      3. Cost estimates at Schematic Design and Design Development phases for all components of the Graphics package. Provide suggestions for modifications and alternatives to meet budget requirements.
      4. Signage and environmental graphics specifications.
      5. Color presentation materials with samples and mock-ups as required.
      6. Planning for integration of power and technology components.

2. Submit electronic documents and a minimum of (7) copy of all drawings, renderings, photo copies and/or other representations of graphic displays for preliminary review/approval. Electronic submittals of documents are to be posted as .pdf files to owner’s electronic construction document management program. Review comments will be returned to contractor via electronic construction document management program.

3. Revise all graphic designs based on Owner input;

4. Make final revisions as may be necessary based on Owner input;
5. Submit shop drawings through the Construction Management Firm as .pdf files via owner’s electronic construction document management program of all graphic displays, to include images, materials, construction, erection and anchoring details for review/approval. Also, include product literature for all products to be used. Submit four (4) 6” x 6” minimum samples of each color and finish of exposed materials and accessories, or used substrate to be used in project. Physical samples submitted to the construction manager for design team review are also to be submitted as labeled photographs via owner’s electronic construction document management program. All review comments and/or approval will be returned to contractor via owner’s electronic construction document management program.

6. Submit material finishes, colors, samples, etc. for review and approval. Physical samples submitted to the construction manager for owner/design team review are also to be submitted as labeled photographs via owner’s electronic construction document management program. All review comments and/or approval will be returned to contractor via owner’s electronic construction document management program.

7. Any mock-up construction required by the owner is to be submitted to the construction manager for owner/design team review and is also to be submitted as labeled photographs via owner’s electronic construction document management program. All review comments and/or approval will be returned to contractor via owner’s electronic construction document management program.

8. In-wall blocking, power and data will be installed in accordance with the graphics contractor design documents. Any changes to the graphics design or layout by the Graphic Contractor that requires rework of existing or additional in wall blocking, power and data shall be at the expense of the Graphic Contractor. Coordinate in-wall blocking, power and data requirements with the Construction Management Firm to assure appropriate in-wall blocking, power and data is provided to support graphic displays, cases and/or artifacts.

9. Copy layouts are to be provided for EACH sign type. Submit full-scale drawings of typical sign faces showing copy layout. Half-scale drawings will be sufficient for sign faces 40” x 40” and larger. Electronic submittal of documents is to be posted as .pdf files to owner’s electronic construction document management program. Review comments will be returned to contractor via electronic construction document management program.

10. Submit electronic version of full message schedule incorporating all owner comments. Electronic submittal of documents is to be posted as .pdf files to owner’s electronic construction document management program. Review comments will be returned to contractor via electronic construction document management program.

2.2. STATEMENT OF APPLICATION

A. The Graphic Contractor, by commencing the work of the project, assumes overall responsibility, as a part of his warranty of the work, to assure that all assembled components and parts shown or required within the work of this project comply with the Construction Documents. The Graphic Contractor shall further warrant:

1. That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installation and expected use.
2. The overall effective integration and correctness of individual parts and of the complete system.

3. Compatibility with adjoining substrate, materials and work by other trades.

4. There shall be no premature material failure due to improper design or fabrication of the system. All materials shall fully perform to their normal life expectancy.

2.3. EXECUTION

A. The Graphic Contractor shall be responsible for all work performed under his Contract, including, but not limited to:

1. Design, fabrication and installation of all approved graphics, interactive media and display cases.

2. Faulty or improper work of subcontractor(s) and others under him by contract or otherwise.

3. Diligent execution of work and giving his personal attention and supervision to same until completed.

4. All delays caused by neglect on his part or of those under him by contract or otherwise.

5. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.

6. Obtaining, at his own cost, inspection certificates which may be required of the project by local authorities, or any other governing body. The Graphic Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

7. Final electrical, data and sound connections to all graphic installations are the responsibility of the graphics contractor. All connections are to be accessible for service per code requirements.

8. Structure shown to support graphic installation in the graphics drawing details and not noted as "by others" is to be provided by the graphics contractor. This includes, but is not limited to, concealed structure in a graphics installation or exposed posts. Graphics contractor is responsible for the design and production of members required for structural integrity within graphics components.

9. In wall power and data are to be installed by others. Power will be terminated in receptacles and data to outlets at location indicated in Attachments G & H and final locations are to be coordinated by Graphics contractor with the CM and design team. Any revisions to location and type of termination are to be coordinated by Graphics Contractor with Design Team and Construction Manager.

10. In wall blocking is to be installed by others. Graphics Contractor is to coordinate any required blocking locations with Construction Manager.
2.4. ACTS AND OMISSIONS

A. The Graphic Contractor is responsible for obtaining free access to the premises for the purpose of acquainting himself with the conditions, delivering furnishings and equipment and performing the work under this Contract. He shall cooperate with the Construction Manager and any separate contractors who may currently be working on the premises, integrating the work with that of others, all to the best interest of the project and its orderly completion. Damages to the building contents, when such damages result from the use of faulty materials or negligent workmanship, shall be the responsibility of the Graphic Contractor.

2.5. PROTECTION AND HANDLING OF PRODUCTS

A. Store all graphic items under cover and off the ground. Handle in such a manner so as to protect surfaces and to prevent damage during storage, installation, and throughout remaining construction. Protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material. Apply covering prior to shipment from the fabricating or finishing shop. Covering shall not adversely affect finish. Remove protective coverings when there is no longer any danger of damage to the graphics work from other work yet to be performed.

2.6. SHIPPING AND TRANSPORTATION

A. Graphic Contractor shall be responsible for proper shipping and transportation of all graphics to the job site and shall specify whether it will be common carrier or on his own trucks. Fabricator shall be liable for all damage incurred during shipping and loss of time in the installation schedule.

2.7. STORAGE OF EQUIPMENT

A. Space for storage of material prior to installation shall be designated by the Construction Manager. The Graphic Contractor must give advance notice of deliveries and space requirements so that proper provision may be made. If deliveries are made to the premises at times other than normal working hours, the Graphic Contractor shall be required to reimburse the Construction Manager for any overtime costs incurred unless the Construction Manager has requested the deliveries be made after normal working hours.

PART 3 - FABRICATION

3.1. GENERAL

A. Shop fabrication and tolerances shall conform to the standards of the industry. All items shall be shop fabricated so far as practicable. Perform high-quality, professional workmanship. Attach materials with sufficient strength, number and spacing not to fail until materials joined are broken or permanently deformed. Fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

3.2. SHOP ASSEMBLY

A. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
3.3. FLATNESS OF PANELS

A. Panels shall show no visual distortion when viewed in installed position. All panel faces shall be of such flatness that when measured, the maximum slope of the surface at point, measured from the nominal plane of the surface, shall not exceed 1.0%. Any panel not meeting these requirements is subject to rejection by the Owner or Architect.

3.4. THERMAL MOVEMENT

A. Design, fabricate and install component parts to provide for expansion and contraction over a temperature range of 50 degrees Fahrenheit, without buckling, sealant joint failure, glass breakage, undue stress on members or anchors, and other detrimental effect.

3.5. WROUGHT WORK

A. Wrought work shall be leveled and straightened. Members shall have sharp lines and angles and smooth surfaces. Extruded members shall be free from extrusion marks. Square turns and corners shall be sharp. Curves shall be true.

3.6. CASTINGS

A. Castings shall have fine, even texture and shall be un-warped and sound. Lines and meters shall be sharp, arises unbroken, profiles accurate and ornament true to pattern. Plane surfaces shall be smooth. Ornament shall not have excess material or imperfections that obscure design, undercut to restore detail. Filed or cut areas shall have texture restored.

3.7. METRIC CONVERSION

A. Stock or standardized materials sized in metric and not equivalent to U.S. standard may be provided if approved.

3.8. MISCELLANEOUS

A. Holes for bolts and screws shall be drilled. Parts to receive hardware shall be countersunk. Fasteners shall be of basic metal and alloy, matching finished color and texture of the metal being fastened, unless otherwise indicated. There shall be no exposed fasteners; all fasteners shall be concealed. Exposed ends and edges shall be milled smooth, with corners slightly rounded.

B. Joints shall be fastened flush to conceal reinforcement or welded where thickness of section permits.

C. Contact surfaces of connected members shall be ground true. Parts shall be so assembled that joints will be tight and practically unnoticeable, without use of filling compound. Form work to the required shapes and sizes, with true curves, lines and angles. Provide necessary rabbets, lugs and brackets for assembly of units.
PART 4 - INSTALLATION

4.1. PREPARATION

A. Coordinate setting drawings, diagrams, templates, instructions and directions for the installation of items having integral anchors which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to applicable trades for installation.

4.2. DELIVERY TO PREMISES

A. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects. Coordinate delivery dates and locations with the Construction Manager.

4.3. INSPECTION

A. Examine the substrate and the conditions under which the materials are to be installed. Do not proceed with the work until unsatisfactory conditions detrimental to the timely and proper completion of the work have been corrected.

4.4. CUTTING, FITTING, AND PLACEMENT

A. Perform all cutting, drilling and fitting required for installation. Set the work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels. Provide temporary bracing or anchors as required.

B. Form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint filler. Where cutting, welding and grinding are required for proper shop fitting and jointing of the work, restore finishes to eliminate any evidence of such corrective work.

C. Do not cut or abrade finishes which cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing or provide new units at Graphic Contractor’s option.

4.5. ERECTION

A. All surfaces shall be covered with protective cover non-deleterious to finish for protection until final installation or erection. Complete all connections in proper alignment and tighten bolts securely. After erection, all surfaces marred during erection and exposed bolts, blot heads, etc., shall be retouched with the same paint used previously.

4.6. PROTECTION

A. Paint materials, preparation and mixing, shall occur in a well-lit and ventilated central location but shall not be allowed on finished or carpeted flooring. Ample protection by means of drop cloths or layers of paper must be provided for existing apparatus or parts of the building.
B. Adequate safeguards shall be provided against fire by placing oils, rags, and waste in self-closing metal receptacles and shall be removed from the work and storage area at the end of each work shift. Under no circumstances will they be allowed to accumulate.

PART 5 - MATERIALS AND FINISHES

5.1 GENERAL

A. Unless otherwise notated on the drawing concept pages:

1. All fonts used are to be coordinated with UK Athletics 2016 graphic standards.

2. The blue color used for the concepts shall match UK's PMS 286 Blue. The Gray color used is to be Matthews’s MP28072.

3. All materials referred to in the concepts shall match to the following:
   - Aluminum with brushed finish or painted with 3-stage process using automotive grade paint
   - Clear and/or white acrylic
   - Rowmark ADA-compliant


5. All vinyl graphics shall be printed on MACtac Rebel High Tac Vinyl (RB528H) using UV-protected inks. All vinyl graphics laminated with MACtac PermaFlex (PF6400).

6. ACM graphics shall be direct printed on DiBond using UV-protected inks.

5.2 ACRYLICS

A. Provide clear and white acrylic plastics equivalent to "Plexiglas". Acrylics to be finished and painted as indicated, or as selected by Owner.

5.3 LAMINATES

A. HPL to include Gloss-White, Matte Black and Gloss Blue to match PMS 286, to be approved by Owner.

5.4 ADHESIVES

A. Foam Tape: 1.1mm thick, double-sided, pressure-sensitive, closed-cell acrylic foam tape by one of the following or approved equal:

1. 3M Company: VHB Tape 4941

B. Film Tape: 5.2 mil thick, double-sided, pressure sensitive, adhesive transfer tape., one of the following:

1. 3M Company: 9472LE Clear
2. Macbond: No. SB1786 or No. 05304S-0303-KA1100

C. Liquid Adhesive: Liquid interior construction adhesive, one of the following or approved equal:
   1. Loctite: Power Grab, Instant Grab, All-Purpose

D. LEED: Adhesives used shall be low-VOC type complying with LEED Credit IEQ 4.1 “Low Emitting Materials – Adhesives and Sealants”.

5.5. CUT VINYL

A. This specification defines basic materials and fabrication methods for markings/graphics to be used by the Graphic Contractor for cut out graphics. No deviation from these specifications is permissible without the written approval of the Owner or Architect. The Graphics Contractor shall certify that all markings/graphics conform to these specifications, and will be replaced without additional cost to the Owner if they fail to meet this requirement.

B. Pressure Sensitive: Cut vinyl to be Avery 900 Opaque Series. Provide colors as indicated.

C. Letterforms:
   1. Size: Letterforms shall be as shown or indicated on the drawings, and shall be the only typography used. Letter size for the appropriate sign types shall be as shown on the drawings and graphic layouts. Alternate letterforms and letter size will not be accepted.

D. General Requirements:
   1. Color, copy, and logotype rendition shall be approved by Owner or Architect prior to production.
   2. Graphics shall be wear-resistant and shall not be affected by oil, water, salt spray or alcohol.
   3. All cut edges shall be smooth and free of ragged areas.

5.6 LED Lighting:

1. All LED lighting panels, accents and lettering shall be part of the graphics contract as outlined in the bid documents

5.7 CODES, REGULATIONS, AND STANDARDS

A. All local fees, permits, and services of inspection authorities shall be obtained and paid for by the Graphic Contractor. It is the intent of these specifications to establish quality and performance standards of materials and equipment installed, hence, specific items are identified by manufacturer, trade name and catalog designation where possible. Should the Graphic Contractor propose to furnish materials and equipment other than those specified as permitted by the “or approved equal” clauses, he shall submit as a separate request.
5.8 DIGITAL CONTENT

Provide the design of all digital content by graphics contractor.

Easy to Read – Keep content ‘clean’ so travelers can easily see and comprehend the information available.

Multiple Users – Organize and display content to facilitate multiple users reviewing information concurrently.

Content Visibility / Accessibility – All font sizes, contrast of text to background colors, color coding (if enabled) must conform to ADA guidelines.

Scalability – The solution must accommodate future expansion of functionality and content.

Touch-Screen Displays – a user must be able to navigate between menus and pages utilize functions using touch technology.

Remote Access – enable the Owner to access the system for changes from any location via a secure means; e.g. VPN

Content Management – enable content updates, as provide by approved personnel, by both the Graphic Contractor and Athletic Department personnel.

Provide training to Owner for in-house management of content.

5.9 AUDIO VISUAL HARDWARE AND TECHNOLOGY

Displays and Video Monitors, 4K resolution, with integrated touch where required.

Monitor Mounts – to meet applicable ADA requirements and be designed to simplify maintenance and maintain perfectly aligned monitor placement.

Hardware – See Details in Bid Documents.

Provide fully standalone Bluetooth Smart proximity beacon. Adjustable range of 5m-30M with capability to interact with iOS and Android devices.

Graphic Contractor to define the software and hardware required to run the end-to-end software solution. e.g. servers, PCs, Mobile App development kit.

Graphic contractors are encouraged to include TVs, monitors, displays and interactive technology where indicated in the RFP drawings and elsewhere as it seems appropriate in graphics design proposals. Other TVs are being provided throughout the building by the AV contractor under separate contract. TVs, monitors, displays as well as mounting brackets which are included in the graphics design are to be provided and installed by the graphics contractor.
5.10 PROGRESS OF WORK

A. The Graphic Contractor shall not do any cutting, channeling, chasing, or drilling of unfinished masonry, tile, etc., unless he first obtains permission from the Construction Manager. If permission is granted, the Graphic Contractor shall perform this work in a manner approved by the Construction Manager. The work shall be carefully laid out in advance. Where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings or other surfaces is necessary for the proper installation, support, or anchorage of graphics, the work shall be carefully done. Any damage to the building, piping, equipment or any defaced finish plaster, woodwork or metal work shall be repaired by skilled mechanics of the trades involved at no additional cost to the Owner. The Graphic Contractor shall coordinate his work so as to conform to the progress of the work of other trades and shall complete the entire installation as soon as the condition of the building or project area will permit. Any cost resulting from defects or delay of work performed under this section shall be borne by the Graphic Contractor.

B. Graphics contractor to coordinate size, type and location of required in-wall blocking with construction managers, installation of blocking to be performed by others.

PART 6 – SCOPE OF WORK

6.0. GENERAL

A. The Scope of Work includes all design, labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents, as described below.

B. The Scope of Work shall include all work indicated below and in the drawings, contract forms, contract conditions, and the Owner’s General Conditions.

C. Dimensions listed in the following verbal descriptions are approximate. Refer to the Conceptual Drawings and field verify as required.

D. In addition to this list, the work includes any material, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the design and fabrication prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the graphic types listed in the following, and all required material and labor for the hanging, mounting and/or installation of the graphics.

1. Directional signage and wayfinding
2. Code compliant signage
3. Building graphics to enhance recruiting, and enhance the experience for fans and student athletics.
8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

However the Initial contract will be for design phases only, with fabrication/installation phases being added by amendment. The proposal shall include pricing for all phases as described herein.

8.1 Base Bid

The Offeror agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the RFP including Attachments and as modified by Addenda.

FOR THE LUMP SUM OF _________________________________

DOLLARS AND ___________________________ CENTS.

$( ___________________________ )

In addition, please provide a bid breakout for each phase, design, fabrication/ installation as follows:

Programming / Schematic Design Phase Services

Design Development Phase Services

Fabrication/Installation

NOTICE: Initial contract may be awarded for any and/or all of the graphics phases being priced, at the sole discretion of the Owner with option to add others phases as the project progresses.

8.2 Unit Pricing

Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

This list of Proposed Unit Prices is to be executed and submitted as a part of the Bidder's Proposal.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Graphics printed on Abaco Beach wallpaper</td>
<td>_______ per SF</td>
</tr>
<tr>
<td>Vinyl Graphics printed on MACtac Rebel High Tac Vinyl</td>
<td>_______ per SF</td>
</tr>
<tr>
<td>Typical door sign 7&quot; w X 7&quot; h</td>
<td>_______ each</td>
</tr>
<tr>
<td>Typical door sign with room name slider rail 7&quot; w X 9&quot; h</td>
<td>_______ each</td>
</tr>
</tbody>
</table>
### 8.3 List of Proposed Subcontractors

This list of Proposed Subcontractors is to be executed and submitted as a part of the Bidder's Proposal.

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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### 8.4 List of Materials and Equipment

<table>
<thead>
<tr>
<th>MATERIALS AND EQUIPMENT</th>
<th>BRAND OR MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cut Vinyl</td>
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<tr>
<td>Wall Graphics</td>
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<tr>
<td>ACM Graphics</td>
<td></td>
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<tr>
<td>LED Lighting</td>
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