Request for Proposal
UK-1896-19
Proposal Due Date - 11/20/18

Improve Campus Parking and Transportation (PS#5)

Mixed-Use Parking Garage Developer
Public-Private Partnership(P3)
**REQUEST FOR PROPOSAL (RFP)**

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

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**Purchasing Officer:** Mike Mudd  
**Phone/ Email:** 859-257-5409 / MikeMudd2@uky.edu

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**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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Appendix D – Winslow Street and Jersey Street Property Site Overview
Appendix E - Phase 1 Kennedy Environmental Site Assessment
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Appendix H - Phase 2 Shields Core Space Borings Locations
Appendix I – Prohibited Commercial Uses
Appendix J – As Built Drawings (to be issued as an Addendum)
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 “Architect of Record” means the prime architectural firm, to include subconsultants providing architectural and/or engineering services for this development.

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

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

The term “Developer” means the entity selected to carry out the Project.

The “Agreement” is the agreement that defines the terms between the parties.

The terms "Offer" or “Proposal” mean the Offeror’s response to this RFP.

The term "Offeror" means the entity or group submitting the Proposal.

The term “Project” means the Winslow Street Mixed-Use and Parking Project.

The term “Project Site” means the ground on which the Project is located.

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" or “Owner” means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposal (RFP) for a mixed-use parking development contemplates the selection of a Developer to construct a mixed-use development consisting of street front ground floor retail, restaurant, and/or office space (“Mixed-Uses”) with supported parking above on the site known as the Winslow Street site. The new structure will tie into the existing Parking Structure #5 at all levels with the possible exception of the basement. It is anticipated that approximately 900 - 1,000 parking spaces can be added using three bays of structure. The addition must match or complement the existing structure in architectural, structural, mechanical, electrical, and plumbing design. The design shall conform to the “Official UK Standards” unless prior written consent is given by the UK Project Manager. Design Standards are available at:

http://www.uky.edu/cpmd/official-design-standards

In addition, As-Built drawings for the existing structure will be issued via an Addendum. The Developer will need to support their proposed design with an independent traffic study showing capacity for ingress and egress via existing, or if needed, additional or relocated entrances and exits. The University will provide traffic counts via addendum no later than 10/19/2018 that should be used for the traffic and ingress/egress analysis. The University intends to enter into an Agreement, based upon fair market value, with the selected Developer for an agreed upon term. Upon conclusion of the term of this Agreement, the University will retain full control and operation of all aspects of the Winslow Street property. Financing, Design and Construction is the responsibility of the Developer.

The components of the Project are as follows:

- The parties will negotiate and execute a long-term Agreement for the Winslow Street site.
- The Developer will construct the mixed-use parking development at the Winslow Street site, and may provide the maintenance, operations, and custodial functions of the Mixed-Uses component of the Project.
- The Project shall maximize the number of net new parking spaces (exact number of parking spaces to be determined) for exclusive use by the University. The University may operate and maintain the parking portion of the development.

Qualified firms shall demonstrate knowledge, experience, organization and financial ability to implement a complex, progressive, innovative project in a timely manner that serves the best interest of the University.

The University intends to select a Developer who demonstrates the best value for the design, development and management of a mixed-use parking development that will benefit the University and its students, faculty and staff. A proven track record in developing and managing mixed-use projects and/or structured parking in a fiscally responsible manner, including established relationships with tenant(s), is paramount. Moreover, Developer must work with the University dining partner and/or bookstore partner if any proposed Mixed-Uses tenant(s) would be in competition with those University contracts. Additionally, Developer must abide by any exclusivity granted by the University’s existing contracts with Coke, PNC, UK Federal Credit Union, and
Kroger. The University will select a Developer as described in this RFP, including Offeror presentations, if necessary (described in Section 3.4.).

The evaluation criteria (described in Section 4.0) will consider the capabilities of the Offerors and will include experience, resources, financial capability, and project financing.

The University anticipates additional parking needs in the near future. The University reserves the right to negotiate with the selected Developer for additional parking projects; however, the continued use of the Developer is on a case by case basis and the University is under no obligation to do so.

For additional information please refer to the following Appendices:

Appendix A - UK Transportation Master Plan
Appendix B – Commercial Corridors Report
Appendix C – UK Master Plan
Appendix D – Winslow Street and Jersey Street Property Site Overview
Appendix E - Phase 1 Kennedy Environmental Site Assessment
Appendix F - Phase 1 Fazolis Environmental Site Assessment
Appendix G – Phase 2 Shields Core Space Kennedys and Fazolis
Appendix H - Phase 2 Shields Core Space Borings Locations
Appendix I – Prohibited Commercial Uses
Appendix J – As Built Drawings (to be issued as an Addendum)

2.2 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 20,000 full-time and part-time 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; Health Sciences; Law; Lewis Honor’s College, Medicine; Nursing; Pharmacy; Public Health; and Social Work; and the Graduate School. 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 724-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 221 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 40,000 discharges in 2017.

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.

### 2.3 Project Background Information

#### Transformation

The vision for the University is for it to become a thriving, residential research campus -- one poised to serve those students, scholars and staff today; one that is ready to serve the needs of the state and world tomorrow. To do this -- to create the best possible environment for the University community's success -- the institution has invested, and largely self-financed, almost $2.3 billion in a campus transformation, with new residence halls and classrooms, research facilities, dining facilities and athletic venues. The vision is for the University to take its place among the best public universities in America, all of it designed to help our students, faculty and staff reach their potential together. We are transforming our campus so that we can continue to transform lives.

[http://www.uky.edu/sotu/campus-transformation](http://www.uky.edu/sotu/campus-transformation)

#### Community Connection / Commercial Corridors

Placing a value on the quality of life for our students, faculty, and staff, the University of Kentucky recognizes the importance of and opportunity presented by supporting vibrant, welcoming, and sustainable developments in commercial districts surrounding campus. In particular, the South Limestone Street and Euclid Avenue/Avenue of Champions corridors provide critical links between the University, Downtown Lexington, and surrounding urban neighborhoods.

In 2014, the University chose to partner with the Lexington-Fayette Urban County Government (LFUCG) and the Downtown Lexington Partnership (DLP) in the development of a commercial corridor study to identify market and data-driven opportunities to fully realize the economic potential of these corridors. This plan provides a clear vision for what these corridors can be - in terms of land use and private development character, and the look, feel and function of the public realm - all with an eye toward creating vibrant, walkable urban streets that reinforce and enhance the image of Lexington and the University of Kentucky as desirable places to live, work and learn. In particular, for the University to differentiate itself in the increasingly competitive market of higher learning among top-tier residential universities, it is necessary for the University and the city to act as community partners.

North Campus

North campus is currently home to approximately 2,492 undergraduate and graduate students. North campus is composed of five residence halls (Blazer, Boyd, Holmes, Jewell, and Wildcat Coal Lodge) and Roselle Hall that is currently occupied by graduate and professional students.

The residence halls on north campus are close to many classrooms, including the White Hall classroom building where many freshmen attend classes. North campus housing is also conveniently located near Memorial Coliseum, the Bill Gatton Student Center, Rupp Arena, the Singletary Center for the Arts and downtown Lexington. North campus students also enjoy a selection of eclectic restaurants and shops on South Limestone.

In August 2018, the University celebrated the opening of the new Bill Gatton Student Center (GSC), a 378,000 sq ft facility – located on North Campus and serving the entire campus community. The GSC includes a 750 seat residential dining venue, five retail dining units, a new Barnes & Noble University Bookstore & Cafe, three ballrooms, a cinema, theater, Alumni Gym for campus recreation, Cats Den, student organization spaces, and world class meeting and congregation spaces.

Jersey Street Housing and Retail

In February 2018, the University and Core Spaces executed a land swap that, in part, transferred ownership of an approximately 53,000 SF site known as the Jersey Street parking lot to Core Spaces for development. Core Spaces is currently building a mixed-use student housing and ground floor retail development, scheduled to be open by Fall 2019.


https://www.wkyt.com/content/news/Target-to-open-small-format-store-near-University-of-Kentucky-campus-480122953.html

As part of the land swap agreement with deeds dated February 1, 2018, between the University and Core Spaces, the University agreed that the Winslow project site would not be utilized for any residential purposes for a period of fifty (50) years and would not be utilized for a CVS, Walgreens, or Walmart for a period of ten (10) years.

2.4 The Winslow Street Project Site

The Winslow Street site is located on north campus on the corners of Winslow/Limestone and Winslow/Upper and is approximately 61,370 SF. The University's Environmental Management Department (EMD) did conduct a Phase I Environmental Site Assessment (UK-1896-19 Appendix E and F) and Hazardous Materials investigation (UK-1896-19 Appendix H) in July 2017 on behalf of Core Spaces. A Phase II site investigation was completed by an environmental consultant, Shield Environmental (UK-1896-19 Appendix G) hired by Core Spaces and EMD is aware of the noted impacts to soil and groundwater quality and the recommendations for future management provided by the consultant to Core Spaces in their Limited Phase II Site Investigation Report. A copy of the Site Assessment studies are available at http://www.uky.edu/Purchasing/bidlist.htm - UK-1896-19 Appendix E, F, G, H.
As noted in the Limited Phase II Site Investigation Report, (UK-1896-19 Appendix G), the Potential Offerors must perform the following:

- Once the demolition of all building structures is complete, further soil and groundwater characterization around SB-TAW-5 must be conducted to define the vertical and horizontal extent of impacts. A report must be prepared for the University and for submittal to the Kentucky Division of Waste Management that summarizes the findings and offers options for subsequent management of the impacts. KDWM approval of the management option will be required before construction activities can commence.

- If any subsurface manipulation of soil in the areas of SB-7 and/or SB/TAW-5 is required during demolition/construction activities, then the excavated soil should be handled according to the guidelines set forth in a construction Soil Management Plan (required as part of the bid submittal), which would include but not be limited to the removal and disposal of impacted soil at an appropriate landfill facility approved by the University. Soil confirmation sampling during the excavation activities would dictate the volume of soil required to be removed/disposed. It will be necessary that a qualified environmental consultant be retained for the oversight of such activities.

- If any subsurface activities come in contact with groundwater in the area of TAW-5, then the groundwater should be handled according to the guidelines set forth in a construction Groundwater Management Plan (required as part of the bid submittal), which would include but not be limited to the removal and disposal of the impacted water at an appropriate recycling facility approved by the University. Permanent groundwater monitoring wells should be installed during/after construction activities to monitor any potential plume migrations on- or off-site. It will be necessary that a qualified environmental consultant be retained for the oversight of such activities.

2.5 **Financing**

The University is seeking responses from Offerors that provide cost effective financing options and structures.

Therefore, Offerors responding to this Solicitation should anticipate that, during the Planning Stage, the University will engage the selected Developer in a comprehensive evaluation of transaction structures, business terms, and capital sources. The University is seeking Offerors with demonstrated ability and experience in financing mixed-use developments on publicly-owned property.

For the purposes of responding to this RFP, and subject to the on-going discussions described above, Offerors should assume that Agreements for the development of the site will include the general provisions as set forth in this RFP and Appendices.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

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<tr>
<td>Release of RFP</td>
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<td>Pre-Proposal Conference</td>
<td>10/18/2018</td>
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<td>Deadline for Written Questions</td>
<td>3 p.m. Eastern Time on 11/02/2018</td>
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<td>Addendum</td>
<td>11/13/2018</td>
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<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 11/20/2018</td>
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<td>Evaluation of Proposals</td>
<td>11/26/2018</td>
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<td>Offeror Presentations</td>
<td>12/12/2018</td>
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<td>Contract Award (estimated)</td>
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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:

Mike Mudd  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-5409  
E-mail: MikeMudd2@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

A Pre-Proposal Conference will be held in Lexington, Kentucky on 10/18/2018 at 10:00 a.m. in (to be issued via an Addendum), to allow prospective contractors an opportunity to ask questions and
clarify the University’s expectations. This conference provides Offerors an opportunity for oral
questions. For directions please visit the following web site:

http://ukcc.uky.edu/cgi-bin/dynamo?maps.391+campus+0005

The following items should be noted in reference to the Pre-Proposal Conference:

Attendance at the Pre-Proposal Conference is voluntary; however, multiple tours of the Project site
will not be given. Interested Offerors should plan to attend the scheduled Pre-Proposal Conference
in order to tour the site.

Those Offerors planning to attend the Pre-Proposal Conference shall email Mike Mudd at
mikemudd2@uky.edu by 10/15/2018 indicating their interest in attending and the number in their
party.

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

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

3.4 Offeror Presentations

Finalists shall be required to make a presentation to the evaluation committee. The interviews are
tentatively scheduled to be held on 12/12/2018. Actual interview times will be scheduled later. In
addition, an agenda for the finalists 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

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

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) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and six (6) printed copies in a single package, separate from the Financial Proposal.

- **Financial Proposal**: One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and six (6) 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 are not acceptable.

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

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

3.10 Rejection

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

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

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda 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. Email to: mikemudd2@uky.edu and sbowlin@uky.edu

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 Information
- Criteria 2 – Development Experience
- Criteria 3 – Financial Capability to Execute the Project
- Criteria 4 – Project Financing
- Criteria 5 – Description of Proposed Project
- Criteria 6 – Mixed-Use, Retail, Restaurant, and/or Office Management Experience
- Criteria 7 – Offeror’s Maintenance Plan and Schedule
- Criteria 8 – Financial Proposal
- Criteria 9 – Additional Resources Required
- Criteria 10 – References
- Criteria 11 – Construction Logistics and Impact
- Criteria 12 – 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.

• A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview 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

Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

a) Team and Firm Organization: Identify the Offeror’s entity; its legal status; employer identification number; address; full names of the officers, their addresses, credit references, and brief biographical summaries. If the entity is a joint venture or partnership, provide the above information for each partner.

b) Key Personnel: Provide a description of the proposed staffing plan including the names and titles of all key staff assigned to the Project, their roles and responsibilities and their resumes.

c) Legal Claims: Disclose any recent or currently outstanding legal claims against the Offeror or any key personnel, including the source of such claims, their amount, and status.

d) Provide a list of proposed primary subcontractors (e.g. Architect and General Contractor) and experience of their firms with projects similar in size and scope to the Project. Identify whether any of the subcontractors are small businesses as determined by the U.S. Small Business Administration.

4.6 Criteria 2 – Development Experience

a) The Offeror must provide evidence of having successfully undertaken other projects of this type and/or magnitude. Describe the background and experience of the entity and its principals in undertaking Mixed-Uses and/or parking projects of this type and magnitude, including brief descriptions of similar projects completed and/or under construction. Provide a statement regarding the duration of the Offeror’s financial and operational involvement with each such project following completion (or an affiliate’s involvement if the Offeror is not the entity working with such project following completion). This
description should additionally include the cost history of the projects in meeting construction budgets, operating budgets, debt coverage and delivery dates and where they differed from the pre-construction project pro forma.

b) The Offeror should identify and describe awards it has received for Mixed-Uses and/or parking projects completed in the last five (5) years. It should show evidence of achieving high quality and affordability within the varying markets it has entered. Additionally, it should note the length of time key leadership and employees who have been with the company and working on this project. Provide project financing examples, drawn whenever possible from the project experience described above.

c) The Offeror should provide a brief statement outlining the experience of the firm, or each of the firms on the Development Team, in working with public institutes of higher education and appropriate local and state government offices.

4.7 Criteria 3 – Financial Capability to Execute the Project

Provide evidence of the Offeror entity’s financial condition including company and, if relevant, personal financial statements; a statement detailing the different methods of financing the Offeror is capable of delivering including, but not limited to, private debt and other financing options. Provide financial and banking references and telephone numbers of contacts for such references, together with written authorization permitting the University to confirm financial information with such references. The University may request a review of such submissions by a Certified Public Accountant or its external auditors.

4.8 Criteria 4 – Project Financing

a) Proposed Financing Structure – Provide a detailed narrative description of the proposed financing structure, showing that the Project is 100% privately financed. Specify all assumptions about use of taxable and/or tax-exempt debt, and/or equity; cost of capital; expectation of Offeror’s return on investment; and interim and permanent financing options available. Provide a detailed description of the organizational structure necessary to implement the proposed financing structure.

b) Alternative Financing Structure(s) - Provide a detailed narrative description of any alternative proposed financing structure(s), showing that the Project is 100% privately financed. Specify all assumptions about use of taxable and/or tax-exempt debt, and/or equity; cost of capital; expectation of Offeror’s return on investment; and interim and permanent financing options available. Provide a detailed description of the organizational structure necessary to implement each alternative proposed financing structure.

4.9 Criteria 5 – Description of Proposed Project

Provide a narrative description of the proposed development. Furnish conceptual layout including proposed traffic flow, pedestrian and vehicular entrance and exit points. Provide square footage of proposed development uses including ground floor Mixed-Uses. Identify the type and nature of proposed Mixed-Uses operation(s). Provide a configuration of Mixed-Uses space(s). Provide an estimate of the number of net new parking spaces associated with the Project. Provide depictions of height and exterior design finishes and level of quality assumed in Developer’s cost model.
Discuss how the Offeror plans to address and mitigate any impact of the project on the existing traffic network, including if and how the Offeror would work with relevant city and state entities to ensure integrity of the traffic network and flow.

4.10 **Criteria 6 – Mixed-Use Management Experience**

The University will evaluate various options, as proposed by Offerors responding to the RFP, for maintenance, operations, and custodial functions of the Mixed-Uses component(s) of the Project. The University anticipates that management, operations, and custodial responsibilities for the Mixed-Uses component of the proposed Project may be the sole responsibility of the Developer. However, the University anticipates that management, operations, and custodial responsibilities for all of the parking in the proposed Project may be the sole responsibility of the University.

Provide a statement of previous management arrangements used by the Offeror and the success of each particularly as it relates to on-campus or publicly-owned facilities. Discuss the various options available regarding Mixed-Uses operations and maintenance. Provide a statement of the Offeror’s preferred management arrangement. Provide a statement of evidence of the Offeror’s property management experiences and the ability to maintain high standards of maintenance. If intending to contract with a management firm, describe prior joint projects with that firm and include the length of service. All personnel associated with or involved in the management of the project must undergo and pass background checks.

4.11 **Criteria 7 – Offeror’s Maintenance and Operating Plan and Schedule**

For the Project, the Offeror shall submit a maintenance plan and the source of funding to assure the Mixed-Uses component of the new asset(s) built are kept in modern, safe and useful condition. The Offeror shall submit building systems replacement schedules for the types of systems it plans to install in the new facilities. The Offeror shall submit a plan to assure the facilities are properly staffed, maintained, upgraded and all safety conditions are met.

The Offeror shall detail how these costs are included in the financial pro forma and any other methods of accounting or alternate sources of funds to adequately maintain the Mixed-Uses component of the building(s) constructed as part of the Project.

The Offeror shall submit a proposed operating plan for each component of the proposed multi-use Project, including all Mixed-Uses, and if applicable, other spaces in the Project.

4.12 **Criteria 8 – Financial Proposal**

The University will evaluate Offeror’s complete financial offer based on information provided to the University using the format contained in Section 8.0.

All financial information must be submitted in a sealed envelope under separate cover.

4.13 **Criteria 9 - Additional Resources Required**

Respond to the following questions and/or requests for information, referencing as appropriate your preceding responses:
a) Describe how you have handled projects that have involved:

- Major on and off-site infrastructure;
- Sustainable design and implementation.

b) Include a statement acknowledging the Major Agreement Terms as set forth in Section 7.6, General Conditions and Terms, of this RFP, and those stated within the body of this RFP. Identify any such terms or issues you believe would make it difficult to consummate an Agreement to develop the Winslow site, and why they would create a difficulty.

c) The University has met with several members of the adjoining neighborhood who have expressed interest in a number of areas including building height, exterior lighting, sound, as well as pedestrian experience including shade, trees, and traffic impact. Please address your vision in these areas and explain how you plan to address neighborhood concerns.

4.14 Criteria 10 - References

The Offeror shall supply names addresses, and telephone numbers of three (3) business references, preferably public sector clients for whom similar work has been accomplished and briefly describe the type of service provided. Include information on which components were implemented and the duration of the engagement. The Offeror must grant permission to the University to contact the references.

4.15 Criteria 11 – Construction Logistics and Impacts

Please provide your detailed approach to site logistics and strategies to lessen the impact to existing garage, roads, and walks. Please provide a site logistics plan detailing crane location, ingress and egress to the site, material staging, plus any impact to existing Parking Structure #5 parking and flow.

4.16 Criteria 12 – 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 Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

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

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors 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 Information
- Development Experience
- Financial Capability to Execute the Project
- Project Financing
- Description of Proposed Project
- Mixed-Use, Retail, and Office Management Experience
- Offeror’s Maintenance Plan and Schedule
- Financial Proposal
- Additional Resources Required
- Reference
- Construction Logistics and Impact

**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

6.1 Contract Term

Please refer to Section 7.6, General and Special Conditions, of the RFP for additional Contract Terms.

6.2 Effective Date

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

6.3 Competitive Negotiation

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

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

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

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such 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.

6.4 Bonding

A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 Governing Law

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

6.10 Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act

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

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

6.12 **Termination for Non-Performance**

**Default**

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

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

  A. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

  B. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

  C. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

**Demand for Assurances**

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.13 **Funding Out**

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

6.14 **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.

6.15 **Assignment and Subcontracting**

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

6.16 **Permits, Licenses, Taxes**

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

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

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

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

6.17 **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.
6.18 **Royalties, Patents, Copyrights and Trademarks**

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

Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.19 **Indemnification**

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

6.20 **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.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Commercial Excess General Liability or, Umbrella Liability Insurance, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract. May include a Contractor Controlled Insurance Program (CCIP or Wrap-Up)</td>
<td>$10,000,000 each occurrence combined single limits for bodily injury and property damage.</td>
</tr>
<tr>
<td>Business Automobile Liability, covering owned, leased, or non-owned autos</td>
<td>$2,000,000 each occurrence (BI &amp; PD combined)</td>
</tr>
<tr>
<td>Professional Liability/Errors &amp; Omissions</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Construction utilizing Rigging, Cranes or Helicopter operations will require</td>
<td>If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $30,000,000</td>
</tr>
</tbody>
</table>
additional coverage limits naming the University as additional insured will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $15,000,000 will be required.

There may be additional insurance requirements negotiated for inclusion in the Lease. This policy shall have a minimum of $5,000,000 limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

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.

6.21 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.

6.22 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.

6.23 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.
6.24 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.

6.25 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror 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.

6.26 Extending Contract

The offeror’s response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.27 Personal Service Contract Policies – Not Used

6.28 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.

6.29 University Brand Standards

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

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ourbrand.ukhealthcare.org.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University’s Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.30 Printing Statutes – Not Used
7.0 Scope of Services – POST AWARD

7.1 Developer Services Defined

The Developer will provide the following services:

- Design Phase Services
- Construction, including Acceptance
- Post Construction, including Warranty

The Developer will review with the University any proposed program changes from what is represented by the RFP to ascertain the requirements of the Project. Review and confirm the understanding of these requirements and other design parameters with the University.

Review with the University site use and improvements; selection of materials, building systems and equipment; and construction methods.

Preliminary Project Schedule:

The Developers proposed schedule will be part of the evaluation in Phase 2. The University requires full occupancy of the garage on or before August 1, 2020.

7.2 Detailed Services Defined

The Developer, in consultation with the University, will recommend the design document deliverables and dates for review based on the agreed project schedule consistent with bid packages necessary to complete the construction within the specified time.

Submit one digital copy in PDF format of the Phase final drawings, technical specifications to the University for review. All submittal documents should be clearly marked as "CONSTRUCTION DOCUMENTS REVIEW SUBMITTAL". The University shall review these documents and notify the Developer in writing of any modifications, corrections or any other conditions required for final approval. Upon receipt of the Developers written response to the University's review comments, the University Project Manager will notify the Developer in writing of approval of the documents with authorization to proceed to the next phase.

Submit a narrative introduction summarizing the project and provide calculations used to evaluate storm water collection and conveyance capacity in an Executive Summary, for either Redevelopment or New Construction, form to be provided by UK CPMD Project Manager. Regardless of project area, at the submission of Design Development Documents, the University requires, a digital copy in PDF format of the SWPPP erosion control plan and any geotechnical drawings and reports. For projects disturbing one (1) acre or more provide verification of compliance with all post construction storm water quality standards, complying with the University's Official Design Standards, including State DOW requirements, and LFUCG’s current edition "Storm water Manual".

Provide Adobe PDF’s of the floor plans with the proposed room numbering system, complying with the University’s Official Design Standards for Room Numbering, section 003150S04 Renumbering
Rooms, for review and approval by the University. The approved room numbers then become the basis for the room finish schedule, equipment schedule, etc. If during design or construction there are changes to the floor plans which impact the approved room numbering, then the approval of the room numbering will be void, and a new submission for room numbering approval is required before proceeding to the next phase.

As appropriate and prior to construction submit copies of the Design Documents to all known governmental agencies having jurisdiction (AHJ) for review and approval. The Developer is responsible for any fees/permit costs and for securing final approvals from the AHJ.

The Developer shall submit complete close-out and submittal logs in WPMS, including description of all deliverables to be submitted prior to substantial completion. Complete logs shall be created and submitted through UK’s EComm system during design phase.

The Architect of Record shall furnish observation of workmanship and materials; check Contractor's periodic Applications for Payment, certifying to the Developer the proper amount of payments due the Contractors; prepare supplementary drawings as needed to more fully explain the Contract documents; and prepare orders for changes in the work when such changes are approved by the Developer and the University. All such observations and other services shall be in accordance with the professional standards appropriate for the type of project provided for by this agreement, as well as in accordance with the statements of quality included in the response to the solicitation for the project, and shall comply with the specific requirements enumerated below, but not be limited by them.

The Architect of Record shall receive Contractor's submittals such as shop drawings, product data and samples and shall review and approve or take other appropriate action upon them, for conformance with the drawing specifications and design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

After receipt of all product material samples for the Project from the Contractors, the Architect of Record shall prepare a finishes sample board for review and approval by the University. This board shall include samples of all materials and colors, including furniture finishes and fabrics, proposed by the Consultant for use in the Project.

As required by Statute, during the progress of construction of the Project, the Architect of Record shall make periodic visits of the Project at intervals appropriate to the stage of construction, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. During normal progress of construction, the Architect of Record, and the consultants employed by him, shall make such site visits no less frequently than once a month, and more often when necessary. The Architect of Record shall have the authority, and shall reject any work which does not conform to the Contract Documents, and may require additional evaluation or testing of the Work in accordance with the provisions of the Contract Documents.
The Architect of Record shall promptly correct any errors, omissions, deficiencies or conflicts in the Architect of Records work product.

Upon completion of construction, the Developer shall make changes to the original drawings, incorporating all ASI's; Change Orders; RFI's; Shop Drawings, as well as the Contractor As-Built where modifications to the project were made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project. The Developer shall certify that the Architect of Record has reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. The Developer shall then submit (1) physical copy and (1) digital copy of the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible.

The architectural work, drawings, specifications and other documents or things prepared by the Developer and its team shall become and be the sole property of the University. The Developer shall be permitted to retain copies thereof for its records.

### 7.3 Construction Phase Services

The Developer shall:

1. Enter into direct contracts with all General Contractors, Construction Managers, Trade Contractors and Suppliers as the Developer so determines is in the best interest of the project.

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

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

4. Schedule and conduct meetings, as necessary, and prepare and distribute meeting minutes.

5. Develop and maintain a detailed master construction schedule.

6. Request pricing, review and negotiate costs, and make recommendations on all changes to the contracts and/or purchase orders requested by the University.

7. Coordinate construction interfaces, methods, techniques, and sequences.

8. Institute and administer requirements and procedures for the review and approvals of all materials.

9. Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc... Prepare Budget Cost Summary Reports as required but no less frequently than monthly.

10. Coordinate all requirements of project commissioning and close-out procedures including but not limited to: inspections, Owner’s orientation and familiarization, training of Owner’s
personnel, and collection of all close-out documents.

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

7.4 Post Construction Phase Services

The Developer shall:

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

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

7.5 Compliance with State Laws

Any contract resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41CFR, Part 60). The successful firm will be required to provide certificates of insurance showing proof of general, vehicle liability and Worker's Compensation insurance and a 100% Performance and Payment Bond for the full amount of the fee negotiated during Phase II of the selection process, adjusted to equal the total contract sum as described above.

7.6 General and Special Conditions

ARTICLE 01 FIELD CONDITIONS

1.1 The Developer will secure all data at the site such as grades, convenience of receiving and sorting material, location of public services, and other information which will have a bearing on proposals or on the execution of the Work and shall address these issues in the preparation of their response.

ARTICLE 02 – Intentionally not used

ARTICLE 03 PHASE 1 ENVIRONMENTAL REPORT
3.1 The Phase I Environmental Site Assessment and hazardous materials investigation report and a draft of a Phase II soils investigation are included within these documents for information purposes only. The Owner will not be responsible for interpretations or conclusions drawn from this report by the Developer. This data is made available solely for the convenience of the Developer.

ARTICLE 04 TIME FOR COMPLETION

4.1 The time for Substantial Completion of Work shall be as agreed and specified in the Contract. Final Completion shall be thirty (30) days thereafter.

ARTICLE 05 LIQUIDATED DAMAGES

5.1 Should the Developer fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), the Developer agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of (To be negotiated) for each consecutive calendar day that Substantial Completion has not been met.

5.2 Should the Developer fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), the Developer agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of (TBD) for each consecutive calendar day until Final Completion is reached.

ARTICLE 06 PLANS, DRAWINGS, AND SPECIFICATIONS

6.1 All drawings, specifications and copies thereof, prepared by the Design Builder, are the property of the University of Kentucky. They are not to be used on other Work.

ARTICLE 07 PROGRESS MEETINGS

7.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, Developer’s review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from contractors, shop drawings being reviewed, outstanding RFI’s, outstanding proposed change orders, change orders, new business, As-Built updated, close-out documents status, defective work in place issues, review “pencil copy” of payment application, safety issues and new business or other issues not covered above. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.
7.2 Developer shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

7.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

(1) The Owner's Project Manager
(2) The Developer.
(3) Design and construction teams.
(4) Others requested to attend (as deemed necessary).

7.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Developer.

ARTICLE 08 WALK-THROUGH

8.1 After the contract is issued but before Work by the Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Developer to schedule the walk-through with the Owner's Project Manager, the Contractor, and other interested parties.

8.2 During the walk-through, Developer shall identify all damaged surfaces or other defective items that exist prior to construction.

8.3 Written documentation of the walk-through is to be provided by the Developer with copies distributed to all parties. Color photographs are to be provided and labeled by Developer and one (1) copy of such photographs are to be given to the Owner. (Digital photos in a .jpg format are acceptable if submitted on digital media storage) All parties attending the walk-through agree on the list of damages.

ARTICLE 9 FIELD OFFICE

9.1 If needed the Developer shall make his own provision for field office for his own personnel and for incidental use by their Sub-contractors. Quantity and location are subject to approval by the Owner's Project Manager.

ARTICLE 10 TELEPHONE SERVICE

10.1 Developer shall arrange through UKIT Communications and Network Systems for installation of on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the Developer. (Cell phone/Nextel service in lieu of UKIT Communications and Network Systems phone service may be utilized at Developers option.)

ARTICLE 11 CONSTRUCTION FENCE
11.1 Construction fencing has been erected around job site and must be maintained by the Developer where there is a possibility of injury to employees, students or the public. Special precautions must be taken to protect the visually impaired, disabled, children and others using University facilities and public walks and roads. During active excavation/trenching operations, fencing shall be erected to prevent unauthorized entry into the site. All fencing shall comply with the current requirements of the International Building Code except where the following requirements are more stringent. Developer to remove and dispose of fencing at the completion of the project.

11.1.1 All job site perimeter fencing within 5 feet of a walkway, street, plot line, or public right-of-way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk. Signage may be attached to the fence, but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area. Developer shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5 foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.

11.1.2 All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the Developers lock, and a lock provided by the Owner. Lock by Owner shall be keyed for the University Best GA key core. All locks to be “daisy-chained” to provide access to the Owner.

11.1.3 The Developer shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Developer shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day.

11.1.4 If the Developer fails to comply with these requirements, the Owner may proceed to have the work done and the Developer shall be charged for the cost of the Work done by unilateral deductive change order.

11.1.5 Plastic construction fencing is not acceptable as a perimeter protection fence.

ARTICLE 12 PROJECT SIGN

12.1 No signs, except those attached to vehicles or equipment, may be displayed without permission from the Owner's Project Manager. No political signs will be permitted.

ARTICLE 13 PARKING

13.1 The University of Kentucky will make available for purchase by the Developer up to four (4) parking permits. The category of parking permit and location of parking is determined by the Director, Transportation Services, or a designee. Parking permits may be purchased by the Developer to be used by the Contractor and/or the Contractor's subcontractors and employees during the construction period. The cost of each permit is based on the pro-rata annual cost and may be purchased from Transportation Services, 721 Press Avenue, after the Contract is executed.
Necessary documents required to purchase the passes will be available at the Pre-Construction Conference.

13.2 The Director, Transportation Services, or a designee will determine if parking is available for employees of the Contractor and subcontractors on Campus. The Contractor will be given thirty (30) days' notice should conditions change that will affect parking at the designated parking area and it is necessary to relocate parking or terminate parking privileges. If parking is available, permits may be purchased from Transportation Services, 721 Press Avenue, at the appropriate monthly cost.

ARTICLE 14 SANITARY FACILITIES

14.1 At the beginning of the Project, before any Work is started, the Developer shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 15 RULES OF MEASUREMENT

15.1 The Developer shall pay for and coordinate all associated Work by utility companies including relocation of utility poles, installation of new street lights, relocation of overhead or underground lines, and any other Work called for the execution of the project.

ARTICLE 16 ALLOWANCES

16.1 As stated in the General Conditions to the Contract, the Developer shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on “allowances” shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner.

16.2 All materials and equipment are to be brought into the project site from the approved staging location and are not to be brought through the existing buildings or loading docks. Any and all exceptions shall be approved by, and closely coordinated with, the Owner’s Project Manager in advance of scheduling or performing the work.

16.2.1 The Developer shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing building(s) with the Owner's Project Manager prior to commencing that Work.

16.3 The adjacent buildings and public areas will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the Project. The Developer shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of
accessibility. The Developer is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, prior arrangements must be made with the Owner's Project Manager.

16.4 The Developer shall cooperate with the Owner to minimize inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. Developer shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

16.5 Special effort shall be made by the Developer to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

ARTICLE 17 CRANE & MATERIAL HOIST OPERATIONS

17.1 Developer shall provide appropriate barriers around crane and material hoist to protect pedestrian-and vehicular traffic around operating area. When crane is operating or moving, flag men provided by Developer shall be utilized to prevent pedestrian and vehicular traffic from crossing the pathway of crane lift. Developer's flag men shall coordinate these activities with the appropriate Owner’s Project Manager.

17.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours and must comply with all applicable FAA requirements.

17.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by the Owner.

ARTICLE 18 CLEANING AND TRASH REMOVAL

18.1 The Developer shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris. This shall include regular lawn care including trimming weeds and grass within the site area and maintenance within the project site during all phases of the project design and construction.

18.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times.

18.3 Upon completion of the Work, Developer shall thoroughly clean and re-sod grass areas damaged to match existing areas.

18.4 The Developer shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling on a daily basis.

18.5 Dumpsters will be provided and maintained by the Developer.

18.6 During Work at the Project site, the Developer shall clean and protect Work in progress and adjoining Work on a continuing basis. Developer shall apply suitable protective covering on newly
installed Work where needed to prevent damage or deterioration until the time of Substantial Completion. Developer shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.

18.7 The Developer shall be responsible for daily cleaning of spillage's and debris resulting from his and his Sub-contractor's operations, (includes removal of dust and debris from wall cavities), and for providing closed, tight fitting (dustproof if required), waste receptacles to transport construction debris from the work area to the dumpster. Broom clean all floors no less than once a week.

18.8 Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

ARTICLE 19 BLASTING

19.1 There shall be no blasting under any conditions on University of Kentucky property unless prior approval is given by the Owner’s Project Manager. Additional consulting, insurance, surveys, etc. may be required if blasting is a consideration.

ARTICLE 20 CUTTING AND PATCHING - NEW AND EXISTING WORK

20.1 Existing Construction - Refer to Architectural, Mechanical, and Electrical drawings for cutting and patching. All new Work shall be connected to the existing construction in a neat and workmanlike manner, presenting a minimum of contrast between old and new Work. Do all patching of the existing construction as may be required for the new construction to be done. Necessary patching, closing of existing openings, repairing and touching up shall be included as required for a proper, neat and workmanlike finished appearance. Any existing item that is to remain and is damaged during construction shall be replaced at the Developers expense.

ARTICLE 21 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

21.1 The communications wiring is to be provided, installed and terminated by the Developer using a certified and approved communications contractor. All work shall be done in compliance with the latest UKIT Communications and Network Systems Standards, and closely coordinated with UKIT-Communications and Network Systems.

ARTICLE 22 EMERGENCY VEHICLE ACCESS

22.1 Emergency Vehicle Access must be maintained at all times during construction. The Developer shall coordinate with the local Fire and Emergency Medical Services department(s) that would respond to an emergency during the initial startup of construction to ensure a complete understanding of their requirements.

ARTICLE 23 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES
23.1 Developer shall protect all smoke detectors in Work areas to prevent false alarms. The Developer will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work past inadequate protection barriers. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The Developer must follow the procedure outlined for Utility Outages and any documented costs charged by the responding fire department due to a false alarm shall be paid by the Developer. As soon as all Work is completed, notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system.

23.1.1 When the function of any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. Developer shall provide daily reports indicating the Superintendent has walked through the project at the end of each work period, to satisfy himself there are no present conditions that may result in an accidental fire. Portable fire extinguishers shall be on site during this time. The Developer is responsible for inspecting and testing any temporary systems on a monthly basis.

ARTICLE 24 TOBACCO PRODUCTS PROHIBITED

24.1 For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. “Property” for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries: http://www.uky.edu/TobaccoFree/files/map.pdf.

24.2 Design Builder employees violating this prohibition will be subject to dismissal from the Project.

24.3 For the full Administrative Regulation see University AR 6:5. http://www.uky.edu/Regs/files/ar/ar6-5.pdf

ARTICLE 25 HOT WORK PERMITS

25.1 All work involving open flames or producing heat and/or sparks in occupied buildings on the University of Kentucky campus will require the Developer to obtain approval to perform “Hot Work” on site. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and Cadwelding. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the Developers use.

ARTICLE 26 KEY ACCESS

26.1 All keys must be returned to the University’s Project Manager upon completion of project work as one of the requirements for Final Payment. Failure to return the keys may require re-keying of all doors in the work area up to and including the entire building if master keys are issued.
The cost of re-keying of the door(s) accessed by the key(s) will be subtracted from the remaining contract dollars including contract retainage.

26.2 All lost or stolen keys must be reported immediately to the University’s Project Manager.

ARTICLE 27 AUDIT

27.1 The Developer’s Trade Contractors’, sub-contractors’ and/or vendor’s “records” shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours as may be deemed necessary by the Owner at its sole discretion. Such audits may be performed by an Owner’s representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment, or longer if required by law. Owner’s representative may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Developer’s employees, field and agency labor, Trade Contractors and vendors.

27.2 “Records” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents’ reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other Developer or contractor records which may have a bearing on matters of interest to the Owner in connection with the Developer’s dealings with the Owner (all foregoing hereinafter referred to as the “records”) to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- Compliance with Contract requirements for deliverables;
- Compliance with approved plans and specifications;
- Compliance with Owner’s business ethics expectations;
- Compliance with Contract provisions regarding the pricing of change orders;
- Accuracy of Developer representations regarding pricing of invoices; and
- Accuracy of Developer representations related to claims submitted by the Developer or its payees.

27.3 The Developer shall require all payees (examples of payees include Trade Contractors, Sub-contractors, vendors, and/or material suppliers) to comply with the provisions of this Article by including the requirements hereof in a written contract agreement between the Developer and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. The Developer will cooperate fully and will cause all related parties and all of the Developer’s Trade Contractors and/or subcontractors (including those entering into lump sum subcontracts) to cooperate fully in
furnishing or in making available to Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.

27.4 Owner’s authorized representative or designee shall have reasonable access to the Developer’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall provide adequate and appropriate work space in order to conduct audits in compliance with this Article. The Developer and its payees agree bear their costs and expenses relating to any inspections and audits.

27.5 If an audit inspection or examination in accordance with this Article discovers any fraud or misrepresentation, or discloses overpricing or overcharges (of any nature) by the Developer to the Owner, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner’s audit shall be reimbursed to the Owner by the Developer. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Developer’s invoices and/or records shall be made within Ninety (90) Calendar Days from presentation of the Owner’s findings to the Developer.

27.6 The provisions of Articles 31.1, 31.2 and 31.5 notwithstanding, the Owner shall have the right to conduct inspections and audits of any matter relating to the Contract Documents or the Work, which shall be for the Owner’s sole benefit and shall not relieve the Developer, its sureties, contractors, subcontractors, suppliers and their respective employees and agents of any obligations under the Contract Documents.

27.7 Any audits or inspections under Article 31 shall not constitute a waiver of any right the Owner has to accounting or discovery of records in the possession, custody or control of the Developer, its sureties, contractors, subcontractors, vendors and their respective employees and agents.
8.0 **FINANCIAL OFFER**

8.1 **Key Financial Components**

For each proposed and alternative financing structure described in Section 4.8 Criteria 4 – Project Financing, the Offeror shall provide key financial components in the following format:

<table>
<thead>
<tr>
<th>Key Financial Component</th>
<th>Proposed Structure</th>
<th>Alternative Structure #1</th>
<th>Alternative Structure #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net New Parking Spaces Constructed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Parking Construction</td>
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<td></td>
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<tr>
<td>SF of Mixed-Use Constructed</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Cost of Mixed Use Construction</td>
<td></td>
<td></td>
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<tr>
<td>Cost of Capital</td>
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<tr>
<td>Cost of Developer’s Fee/Return on Investment</td>
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<tr>
<td>Estimated Land Lease (if applicable)</td>
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<tr>
<td>Estimated O&amp;M (if applicable)</td>
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<tr>
<td>Estimated Other Expenses*</td>
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<tr>
<td>Estimated Total Project Expense</td>
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<tr>
<td>Estimated Revenue from Mixed Use Space**</td>
<td></td>
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</tr>
<tr>
<td>Estimate of Other Project Revenue***</td>
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<tr>
<td>Proposed Term of Agreement</td>
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</tbody>
</table>

* Provide a narrative description of any expenses included in this line item.

** Provide the rental rate per square foot assumption being used, as well as all assumptions about retail occupancy rates over the term of the Agreement.

***Provide a narrative description of any revenues included in this line item.

Provide a description of any and all other assumptions used to develop Offeror’s financial proposal.

8.2 **Parking Spaces and Use**

The University anticipates that the new Mixed-Uses located on the ground floor of the Project may require access to parking spaces. Offeror will indicate the total number of net new parking spaces (total number of constructed parking spaces, less the number of eliminated spaces). Include a breakdown of the number of spaces made available to the Mixed-Uses tenants of the building(s) and those made exclusively available to the University, and the terms of such availability.

8.3 **Alternate Pricing**

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