



## PROCUREMENT SERVICES

Request for Proposal  
RP-019-25

Construction Manager – General  
Contractor (CM/GC)  
for  
New Health Science Simulation,  
Academic, and Innovation Facility

Proposal Due Date  
04/16/2025 at 2:00 PM, EST

# UNIVERSITY OF LOUISVILLE

## PROCUREMENT SERVICES

### Request for Proposal (RFP)

<b>Proposal Number:</b> RP-019-25	<b>DELIVER ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Speed type:</b> J6294	<b>University of Louisville</b>
<b>Issue Date:</b> 3/12/2025	<b>Procurement Services</b>
<b>RFP Title:</b> CM/GC for new HSC facility	<b>2215 S Brook St., Room 107</b>
<b>Contract Administrator:</b> Jamie Peck	<b>Louisville, KY 40208</b>
<b>Contact Email:</b> <a href="mailto:Jamie.peck@louisville.edu">Jamie.peck@louisville.edu</a>	<b>Method of Award:</b> Competitive Negotiation per KRS <a href="#">45A.085</a>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY 04/16/2025 at 2:00 PM, EST**

#### NOTICE OF REQUIREMENT

1. The University's General Terms and Conditions, viewable at [Procurement Terms and Conditions](#) apply to this RFP, as do the terms and conditions set forth in Section 5 of this RFP. **No other terms should be included.**
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, otherwise, is prohibited.
4. Any person who violates any provision of [KRS 45A.325](#) shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars, nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation).
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor of materials, supplies, equipment, or services described in the RFP, designed to limit independent bidding or competition.
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP.
4. That the offeror is legally entitled to enter into contracts with the University of Louisville and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of [KRS 45A.330](#), [KRS 45A.335](#), [KRS 45A.340](#), and [KRS 164.390](#);
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#) to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the subject of the statements made above and all such statements are true and accurate.

#### SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

#### CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations [Title 41 CFR 60-1.8\(b\)](#) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal may not be considered valid unless signed and dated below by an authorized agent of the offeror. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has previously been furnished to the issuing office.

NAME OF COMPANY:	FEDERAL EMPLOYER ID NO:	DUNS#:
ADDRESS:	CITY, STATE & ZIP CODE:	PHONE#:
PAYMENT TERMS: NET 30	SHIPPING TERMS: FOB DESTINATION	E-MAIL:
SIGNATURE:	PRINTED NAME & TITLE:	DATE:

## 1. GENERAL OVERVIEW

### 1.1. University Information

The University is a state-supported research university located in Kentucky's largest metropolitan area. It was a municipally supported public institution for many decades prior to joining the university system in 1970. The University has three (3) campuses. The 287-acre Belknap Campus is three (3) miles from downtown Louisville and houses eight (8) of the university's twelve (12) colleges and schools. The Health Sciences Center (HSC) is situated in downtown Louisville's medical complex and houses the university's health-related programs and the University Hospital. The 243-acre Shelby-Hurst Campus located in eastern Jefferson County.

### 1.2. Mission Statement

The University pursues excellence in its work to educate and serve its community through:

- Teaching undergraduate, graduate, and professional students to develop engaged citizens, leaders, and scholars;
- Practicing and applying research, scholarship, and creative activity, and;
- Providing engaged service and outreach that improve the quality of life for local and global communities.

The University is committed to achieving preeminence as a premier metropolitan research university.

### 1.3. Vision Statement

The University will be recognized as a great place to learn, a great place to work, and a great place in which to invest.

## 2. PROPOSAL FORMAT AND REQUIREMENTS

### 2.1. Key Event Dates\*

Release of RFP	03/12/2025
**Pre-Proposal Conference <b>MANDATORY</b>	03/19/2025 at 9:00 am EST
Deadline for Written Questions	03/26/2025 at 2:00 pm EST
RFP Proposals Due	04/16/2025 at 2:00 pm EST
Short List Announcement	Week of 04/21/2025
Offeror Presentations	Week of 04/28/2025
Letter of Intent to Negotiate Contract	Week of 05/05/2025
Desired Contract Effective Date	Week of 05/12/2025

\*All dates are subject to change

\*\*The **MANDATORY** pre-proposal conference will be held at the Clinical & Translational Research Building, located at 505 S Hancock St, Louisville, KY 40202, Rooms 101 and 102. The unlocked entrance is on Hancock St.

-A site walk will follow the meeting a few blocks away at 615 S. Preston St., Louisville, KY 40202.

### 2.2. Intent and Scope of Work

#### a. Executive Summary

The University of Louisville (University) seeks to build a legacy facility on the Health Science Center (HSC) campus in the heart of Louisville's downtown medical district, affectionately known as the Lou-Med District. This new facility of academic achievement and innovation will enhance the student, faculty, and staff experience through a multitude of engagement opportunities, and foster a revitalized sense of collaboration through interprofessional education in simulation. The vision for the new HSC facility will redevelop land owned by the university into a flagship destination to directly respond to the siloed schools and programs, the deficit of student collaboration space, and lack of modern teaching spaces. This new facility will be the first implementation of the recently created Campus Master Plan, including the relocation of the School of Public Health and Information Sciences, and will set the stage for the long-term vision of reimagining campus.

This facility is the first ground up academic building construction on the HSC campus in several years. For such an important undertaking for the University, the community of Louisville and for the Commonwealth of Kentucky, the following vision and goals have been identified for the project.

- Create a state-of-the-art facility that is a beacon of innovation and opportunity for the University, HSC campus, and the City of Louisville.
- Create a facility for students and faculty with diverse spaces that encourage cross disciplinary collaboration and foster a sense of community to break down the invisible lines between each of the schools.

- Provide an interprofessional, state of the art, future proof simulation lab where students, faculty, and external/internal professionals can learn side-by-side and with the most current technology advancements.
- Be the new home to the School of Public Health and Information Sciences
- Provide opportunities for community engagement with spaces that flex from academia to public.
- Consider university constituents overall wellness and wellbeing by providing meaningful interior and exterior spaces to improve mental and physical health.
- Deliver an adaptable facility that can easily evolve with changing pedagogy.
- Facilitate the demolition of the existing Kentucky Disease Building (KDP) and the relocation of the network substation located in the basement of KDP. Substation will be relocated to a space identified in the adjacent Chestnut Street Garage.
- As the budget allows, provide research wet-lab space (no vivarium) and SIM lab growth or provide shelled space for future development of these types of spaces.

The University of Louisville seeks to procure Construction Management and General Contractor (CM/GC) Services (hereafter titled Construction Manager – General Contractor Services or CM/GC) for the University of Louisville New Health Science Simulation, Academic, and Innovation Facility. The selected CM/GC will become a responsible member of the Owner’s professional team for design and construction in order to assure the project is completed within the proposed budget, program and schedule.

The scope of this project includes the construction of a new, approximately 200,000 - 250,000 square foot, multi-story building and surrounding landscape/hardscape to be constructed at the corner of Chestnut and Preston, extended onto Gray Street. The final size of the building is still being determined through the currently running Programming and Concept phase of the project. Refer to Attachment A for approximate building location, includes images of the previously demolished Med-Dent Apartments. The existing KDP building is also noted, which will be demolished as part of this project scope, as well as the relocation of the existing network substation currently located in the basement. The completed building and site shall ideally achieve a minimum of Leadership in Energy and Environmental Design (LEED) Gold Certification in the current version active at the time of project application. Sustainability and Wellness Objectives included in Attachment B.

This project will involve all aspects of demolition, site work, foundations and new construction located in the heart of Louisville’s downtown medical district, affectionately known as the Lou-Med District, while the University and medical district remains fully operation throughout. Aspects of pedestrian safety, access, continuation of all utility’s services to adjacent facilities, security of the construction zone, demolition materials removal, soils excavations, construction materials deliveries, and the overall coordination and communication with the campus community are critical aspects to the success of this project. The construction area will be immediately adjacent to academic and University services facilities, as well as Metro Health, Seven Counties, and Norton Healthcare building. The privacy, security and safety of all University students, faculty and staff, and the community will be of great importance.

The anticipated gross square footage is 200,000 - 250,000. The total anticipated construction cost for the project is one hundred ninety million dollars (\$190,000,000). The project schedule began programming and design in January 2025. The new facility needs to be completed for the fall semester of 2029 with construction completion by April 30<sup>th</sup>, 2029.

CM/GC firms seeking to provide services shall have demonstrated specialized experience in estimating, planning, bidding and constructing a “fast-tracked,” multi-bid packaged construction project for this building type within a Guaranteed Maximum Price (GMP), which will be determined at the appropriate time in the design and construction document processes. Additional information regarding this project will be supplied to the short-listed CM/GC firms at a Pre-Interview conference approximately 5 days prior to on-campus interviews. Information will include, but is not limited to: Interview Questions, Interview Scoring, Pre-Construction Services, Construction Services, General and Supplemental Terms & Conditions, Price Proposal Format to prepare for negotiations, Basis for CM/GC Contract and University Trade Contractor Bidding Documents & Procedures.

**b. Services Requested**

The CM/GC service firm shall have previous experience in the construction of university facility buildings of similar building type and project scale, and projects on an urban site bound by fully developed adjacent building and roadways. For the purpose of supporting the unique innovative requirements of this project, the firm shall be able to demonstrate experience with state-of-the art health simulation labs, net-zero ready facilities, and sustainable focused facilities. CM/GC teams shall demonstrate their ability to collaborate with a client and Architect/Engineer consultant team on fast tracked projects with early bid packages on a compressed schedule. The scope of work may include enabling early bid packages such as but not limited to the *Demolition of the KDP Building* with relocation of a fiber hub and the *Relocation of Overhead Utilities*. The finalized agreement shall include pre-construction services (including schedule evaluation, scope, budget, constructability review and identifying long lead-time items, identifying and coordinating Owner Supplied Material Purchases, forecasting construction and bidding climate, coordination with the Architect/Engineer consultant team throughout the design phase), construction document review, bidding, construction administration and commissioning oversight/coordination as well as LEED documentation cooperation and assimilation with the consultants commissioning agent and their designate LEED personnel. Construction cost estimates

shall be provided by the CM/GC at the following stages of design - Programing, Schematic Design ("SD"), 50% and 100% Design Development ("DD"), 50% and 90% and 100% Construction Documents ("CD") which will be an Estimated Maximum Price (EMP) and a final GMP (Upon award of all Trade Contractor Packages). The Construction Manager at Risk (CM at Risk) will closely collaborate with the University Community Engagement Team to ensure effective communication and involvement throughout the project. Regular meetings will be held to discuss updates and address concerns. The CM at Risk will provide timely information on project milestones, disruptions, and safety measures, ensuring the University community is well-informed and their feedback is promptly addressed. This transparent and proactive approach will foster trust and partnership, prioritizing the community's needs and concerns. The CM at Risk will work to ensure that our community partners are engaged and have the opportunity to collaborate on the construction of the project. This Project may also require documentation for IRA tax credits. LEED and IRA Tax Credit items that require documentation/tracking will be determined as part of the design process.

1. Construction will be bid by an established University process under a series of CM/GC-developed and assembled, designated trade contractor bid packages. Once awarded these will be assigned to the CM/GC for overview and compliance and execution. Performance and Payment bond for both Pre-construction and GMP amounts will be required by the awarded CM/GC. The selected CM/GC firm will be allowed to self-perform any trade package following the [KRS 45A.183](#) statute. CM/GC shall also advise, assist and coordinate with the University with Owner Supplied Material Purchases of all Construction Materials in excess of +/- \$10,000.00.

**c. Firm Qualifications and Experience**

Identify similar scale projects for health science instruction, state-of-the-art simulation, and sustainability focused directives with a vision for being net-zero ready that have been undertaken by the proposing CM/GC Firm within the last five (5) years. Clearly identify which of these projects within the last three (3) years the CM/GC's team being proposed have participated together as a CM/GC team for those respective projects. Any projects referenced shall be projects that the specifically named Project Manager (PM) and the Superintendent have personally been responsible for or performed in the same capacities as would occur with this University project.

As applicable the Prime CM/GC may describe no more than ten (10) projects, and any Sub CM/GCs named shall describe no more than five (5) projects in total. All projects should be similar in scope and work that will be performed on this project. For each project, provide the client's name, with current address, and telephone number for a contact person available who is familiar with the firm's performance on each project listed. This contact person should be familiar with your firm's key personnel. Describe CM/GC ability to advise, assist and coordinate with the U of L with Owner Supplied Material Purchases of all Construction Materials / Packages in excess of +/- \$10,000.00. Provide evidence of successful implementation and previous experience in providing such services.

**d. Team Organization**

In this section, provide an organizational chart showing the interrelationship of all team members. Describe any previous experience and working relationships on similar scoped projects (matrix preferred) for projects as reference in Section 5.1. while including all Key Personnel as referenced in Section 5.3. Project responsibility of each team member is to be clearly identified for each project referenced. Provide references for Project Manager (PM) and Superintendent that can speak directly to the qualifications and character of these individuals. Provide: company name, address, contact person, and telephone, e-mail.

**e. Key Personnel**

Provide resumes and qualifications, as well as an organizational chart, of the proposed firm's project staff for both pre-construction and construction phases. The required staff and their participation are outlined below. For each of the Key Personnel shown in the CM/GC organizational chart, provide a one-to-two-page resume. Three pages may be used to describe the experience of the Project Manager (PM). The PM's experience on similar public projects and a demonstrated ability to lead and manage a diverse consultant team is highly important. Include in the project manager's resume a summary of specific technical expertise and experience. Similar information should also be provided within this section for the onsite: PM, Superintendent, Mechanical, Electrical, Plumbing (MEP) Coordinator and the Field Office Manager. At a minimum, for the purposes of this Request for Proposal, without overlap or conjoining duties, each proposer shall include at a minimum separate Key Personnel as follows and as listed below: Project Executive, Project Estimator, PM, Superintendent, Asst. Superintendent (or area Superintendent), Document Control Engineer, MEP Coordinator, Field Office Manager, Safety Coordinator, In-House LEED Coordinator, Project Accountant, and an in-house Building Information Modeling (BIM) Manager. NOTE: It is the University's requirement that all team members shall be Full Time On-Site for the duration of the project unless delineated below. The PM and the Superintendent shall each have a minimum of ten (10) years' experience managing projects of this scale and function. The projects listed in 2.4 above shall contain projects that both the PM and the Superintendent have participated in with a detailed explanation of their roles.

An In-House LEED coordinator, who is LEED accredited, will be the central person/s to assist in documentation assimilation and

gathering in our effort to achieve the required LEED Certification for this project. This person is integral to the project assimilation of LEED information and coordinating with the consultants as they enter the LEED information to U.S. Green Building Council (USGBC) to achieve the desired level of certification. They should have clear access to any shop drawings that are filtered through the contractor's office/s and be generally aware of the materials and construction processes being utilized in this project. The LEED Coordinator shall be listed as full time for this project. It is encouraged that the Superintendent, Project manager and most specifically the MEP Coordinator be LEED Accredited. Provide resumes and experience for this type of project for all personnel that are, will be or in the process of being accredited. The following are the minimally required personnel for this Project without overlap or conjoining duties or responsibilities. (If the proposer should want to provide additional personnel over and above those listed, that is acceptable, however it should be delineated in their response separately from those listed below that are required):

#### **Pre-Construction Phase:**

- **Project Executive:** Contractor's Project Executive shall be a full-time employee of the Contractor, committed to the preconstruction phase at least sixteen (16) hours per week (40% of the time), with a minimum of ten (10) years previous experience providing pre- construction services for projects over ten million dollars in scope, and shall have been an employee of the Contractor for at least ten (10) years. Responsibilities include monthly estimating and budget report management, scope definition/bidding document preparation, and scheduling. Project Executive shall also participate in weekly pre-construction meetings.
- **Principal Estimator:** Contractor's Principal Estimator shall be a full-time employee of the Contractor, committed to the preconstruction phase at least ten (10) hours per week (25% of the time), with a minimum of ten (10) years previous experience providing pre- construction estimating services for projects over ten million dollars in scope, and shall have been an employee of the Contractor for at least ten (10) years. Estimator shall work with the Project Executive to complete necessary estimates during the pre-construction phase.
- **Project Manager:** See Description for personnel requirements and involvement for this phase of work as defined below under "Construction Phase"
- **LEED Coordinator:** See description for personnel requirements and involvement for this phase of work as defined below under "Construction Phase"

#### **Construction Phase:**

- **Project Executive:** Contractor's Project Executive shall be a full-time employee of the Contractor, present at least eight hours per week on the site during the full construction period specified (on-site 20% of the time), with a minimum of ten (10) years previous experience managing projects over ten million dollars in scope, and shall have been an employee of the Contractor for at least ten (10) years; Furthermore, the Project Executive should have ample experience in Post-Secondary Projects similar in size and scope to this project. The Project Executive shall: lead the design and bid phase services, attend the bi- monthly or monthly Project meetings (whichever the University requires), and provide overall TEAM leadership.
- **Project Manager:** Contractor's PM shall be a full-time employee of the Contractor, assigned only to this project during the full construction period specified (on- site 100% of the time), with a minimum of ten (10) years previous experience managing projects over ten million dollars in scope, and shall have been an employee of the Contractor for at least five (5) years. Responsibilities of this position include overall leadership and direction of the project. Leading the weekly contractor/subcontractor jobsite meetings and attending/participating in all owner/architect meetings. PM shall develop and keep updated the project schedule and work closely with the owner/architect representative regarding the schedule and any potential changes or events that may affect the individual phases of the project. PM shall prepare the schedule of values and present the monthly billings to the owner's designated representative. The project manager's experience on similar projects and a demonstrated ability to lead and manage a diverse consultant team is highly important.
- **Superintendent:** Contractor's Superintendent shall be a full-time employee of the Contractor, assigned only to this project during the full construction period specified (on- site 100% of the time), with a minimum of ten (10) years previous experience managing projects over ten million dollars in scope, and shall have been an employee of the Contractor for at least five (5) years. Superintendent shall be responsible for coordination and quality assurance of subcontractor's work in the field. Superintendent shall also be responsible for coordination of utility shutdowns, interim moves, lay down and material staging areas with the owner's designated representative and assisting the project manager with the weekly contractor/subcontractor meetings.
- **Document Control Engineer:** Contractor's Document Control Engineer shall be a full-time employee assigned only to this project during the full construction period specified (on-site 100% of the time), with a minimum of three (3) years of previous experience. Responsibilities shall include assembly, control and distribution of Request(s) for Information (RFI's), submittals and bulletins. The Document Control Engineer shall also be responsible for keeping record drawings up to date and compilation of the owner's manuals and warranty information at the completion of the project. The Document Control Engineer shall also assist the PM and superintendents in supervision and management of shift work.
- **MEP Coordinator:** Contractor shall provide a part-time, on-site MEP Coordinator during the full construction period specified (on-site 20% of the time). This person shall be a degreed professional in either the mechanical or electrical

field or have at least five 5 years of equivalent field experience working for a mechanical or electrical subcontractor. This person should have a minimum of five (5) years previous experience managing projects and shall have been an employee of the Contractor for at least two (2) years. MEP Coordinator shall be responsible for coordination and quality assurance of fire protection, plumbing, HVAC, electrical and systems work. MEP Coordinator shall work closely with the Superintendent and the owner's designated representative to schedule all utility shutdowns and to ensure that occupied portions of the building are not affected. The MEP Coordinator shall also be responsible for coordinating and documenting the testing and commissioning of the MEP systems.

- **Field Office Manager:** Contractor shall provide a part-time, on-site Field Office Manager during the full construction period specified (on-site 50% of the time). This person should have a minimum of three (3) years of previous experience. Responsibilities shall include project related cost accounting, preparation of owner billings, gathering of certified payrolls, compilation and distribution of contractor meeting minutes, and other financial and business correspondence. Could include tracking for IRA tax credits (prevailing wage, domestic products, etc.).
- **Safety Coordinator:** Contractor shall provide a part-time, on-site safety coordinator during the full construction period specified (on-site 20% of the time). This person should have a minimum of three (3) years previous experience.
- **LEED Coordinator:** The in-house LEED coordinator shall be LEED accredited. This person/s shall be a full-time employee of the successful CM/GC. They will be the central person/s to assist in documentation assimilation and gathering in our effort to achieve the required LEED Certification for this project. This person is integral to the project assimilation of LEED information and coordinating with the consultants as they enter the LEED information to USGBC to achieve the desired level of certification. They should have clear access to any shop drawings that are filtered through the contractor's office/s and be generally aware of the materials and construction processes being utilized in this project. The LEED Coordinator shall be listed as part-time for this project (on-site as needed) and have a minimum of 3 years' experience. The LEED coordinator shall be experienced in LEED V3.2, V4.0, and V5.0. Provide as part of this persons resume projects that have received LEED certification, the level of certification and dollar value of the project (approximate) while they have been a part of or have led the LEED coordination team.
- **Project Accountant:** This shall be dedicated person to track owner supplied materials orders, get signatures/prepare invoices for processing, track tax savings, and spend amounts. They will also be responsible for contract billing, and work with the university to ensure all invoices have been submitted and confirm payments to subcontractors/vendors are not past due. They will need to keep an Invoice/PO log and copies of invoices for the project.
- **BIM Manager:** The in-house BIM Manager shall part-time for this project (on-site as needed). They shall oversee and maintain the three-dimensional model received from architect/engineering team throughout the duration of construction. Proactively anticipate and coordinate trade-specific information to identify and eliminate conflicts between and, in advance, of installed components. Final BIM model will become part of the close-out package in addition to paper as-built records for the owner. The BIM manager should have previous experience with building information modeling for project similar in size and complexity and be assigned to the project. 3-D model shall be made available to the owner and design team as needed for review.

**f. Work Plan**

Fully describe your firm's capabilities to perform the services referenced within this RFP including but not limited to:

- Pre-Construction
- Deployment of "Fast Track" enabling projects
- Valued Engineering Techniques
- Methodology for developing Trade Contract Bid Packages
- Owner Supplied Material Purchases
- Methods for project management & delivery
- LEED, project management and ability to compile and complete LEED Online Templates to current LEED rating system
- Methods of achieving construction Waste Management in compliance with current LEED rating system minimum requirements.
- Methods of project quality/cost controls
- Incorporation of Commissioning and Special Inspections
- Project Management Software
- BIM management and data hosting
- Project Closeout

Provide a project specific schedule progress bar chart from pre-construction services through project closeout with your proposal. Chart should show all significant milestone dates and durations of each specific phase of work including but not being limited to potential "Fast Track" options, early bid packages, design durations, and academic calendar constraints.

Provide a project specific Site Logistics Plan based on Project Site (Attachment A).

**2.3. Required Submittals**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely,

and in the order listed below, to facilitate the University's review of the proposal. Proposals shall be organized into the sections identified below.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Executive Summary and Proposal Overview
- Transmittal Letter
- Experience of the CM/GC Firm(s) – Criteria 1
- Experience of the CM/GC Team Personnel – Criteria 2
- Work Plan Methodology – Criteria 3
- Project Understanding and Approach – Criteria 4

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

The Offeror shall sign, completely and accurately, and return the Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form found on Page 2 of this solicitation. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing authority. The signer shall further certify that the proposal is made without collusion with any other person, person, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal Offeror.

**2.3.2 Executive Summary and Proposal Overview**

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

- When the organization was established and/or incorporated.
- Describe the size of the company in terms of number of employees, gross sales, markets, locations, etc.
- EMR Safety Rating

**2.3.3 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 Offer. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University were received by the Offeror. If no addenda have been received or none were issued, 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/or candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements or the terms and conditions (Section 5) of the RFP. A detailed justification for the deviation or exception, and a list of exceptions or additions to the RFP terms and conditions should be provided. **Any deviations or exceptions not addressed in the transmittal letter may not be considered in any resulting contract.**
- A statement that identifies any confidential or proprietary information should be provided.

**2.3.4 Criteria for Evaluation**

**2.3.4.1 Criteria 1 – Experience of the CM/GC Firm(s)**

- The comprehensive appropriateness, and quality of experience of the CM/GC.
- Response of references.
- Experience with performing at risk work on projects of similar scope.
- Experience in oversight of Owner Supplied Materials.
- Complex Financial management with separation of cost between Shell and core and multiple tenant fit out.

**2.3.4.2 Criteria 2 - Experience of the CM/GC Team Personnel**

- Proposal shall include a Project Team list, outlining key team member's anticipated project role, their resume with recently completed projects of similar size and scope, and relevant qualifications. The Project team list should include only staff that will directly work on the project.
- Level of effort and participation of key personnel. Describe the proposed personnel assignments, lines of authority, and communication for each key team member.
- PM demonstrated ability to successfully lead projects with complex multi-phased construction scope of work.



- Team experience on university facility buildings and health science simulation labs (or relevant experience and how it correlates).
- Success of team collaborating with Architect/Engineer consultant team.

#### **2.3.4.3 Criteria 3 - Work Plan Methodology**

- Financial Pre-Construction Methods
- Valued Engineering Techniques
- Methods utilized to provide construction cost estimates at project milestones proactively during the pre-construction phases and, as required for the following phases: Programming; Schematic Design; Design Development 50% and 100%; Construction Documents 50%, 90% and 100% which will be an Estimated Maximum Price (EMP) and a final GMP (Upon award of all Trade Contractor Packages).
- Schedule evaluation including identifying long lead-time items, evaluation of supply chain and material availability, and forecasting construction and bidding climate.
- Maintaining project schedule
- Methodology for developing Trade Contract Bid Packages
- Owner Supplied Material Purchases
- Methods for project management & delivery
- Methods of project quality/cost controls

#### **2.3.4.4 Criteria 4 - Project Understanding and Approach**

- Briefly describe the team's understanding of the project and include a project plan for execution within the identified schedule.
- Evaluation of project specific schedule from pre-construction services through project closeout.
- Evaluation of Site Logistics Plan
- Identify potential risks and challenges the project may face during design and construction. Provide feedback on options to mitigate these issues.

#### **2.3.4.5 Criteria 5 – Other Additional Information**

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

#### **2.3.5 Proposal Submission Format**

Proposals are limited to 60 single sided printed pages, excluding the front and back covers, but inclusive of all other pages including the table of contents, and section tabs. 8.5"x 11" or 11" x 17" are acceptable page sizes. Presentations may be formatted as digital full spread presentations, however each page displayed (left and right) is considered (1) page therefore full spread presentations are considered 2 pages.

### **3 EVALUATION CRITERIA PROCESS**

A committee of University officials appointed by Procurement Services will evaluate proposals and make a recommendation to Procurement Services. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references provided and independent sources, and oral presentations (if requested).

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

The evaluation of proposals received will include consideration or responses to the list of criteria defined in Section 2.3.4. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications, requirements, or terms and conditions in this RFP must be addressed in the transmittal letter. Failure to provide a response to all criteria in Section 2.3.4 or to list any deviations or exceptions may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**PRIMARY CRITERIA**

Experience of the CM/GC Firm(s)	15%
Experience of the CM/GC Team Personnel	35%
Work Plan Methodology	25%
Project Understanding and Approach	25%
Total	100%

**SECONDARY CRITERIA**

Other Additional Information
------------------------------

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

**Proposals must contain responses to each of the criteria listed in Section 2.3.4 even if the Offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgement of the University.**

**4 INSTRUCTIONS TO PROPOSERS**

**4.3 Offeror Communication**

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

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

This information shall be transmitted by email to:

Jamie Peck  
[jamie.peck@louisville.edu](mailto:jamie.peck@louisville.edu)  
University of Louisville, Procurement Services  
2215 S Brook St.  
Louisville, KY 40292

All communication with the University regarding this RFP shall **ONLY** be directed to the contracting officer listed above. **Failure to do so may result in disqualification of submitted proposal.**

**4.4 Offeror Presentations**

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

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

**4.6 Proposed Deviations from the RFP**

Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 2.3.3. If accepted by the University, the deviations shall become part of the contract, but such deviations must not conflict with the basic nature of this RFP.

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

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

#### **4.7 Proposal Submission and Deadline**

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

- Technical proposal

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

#### **4.8 Competitive Negotiation**

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

A contract will be awarded to the Offeror whose proposal conforms to the terms, conditions and scope of this RFP and is deemed by the University as offering the best value to the University, with price and other evaluation factors considered as indicated in Section 2.3.4.

Prior to contract award, Procurement Services shall complete a review of the Supplier(s) against appropriate governmental exclusion/debarment/suspension lists. Any Suppliers who are identified as potential matches will be reported to the Institutional Compliance Office for verification procedures prior to contract award. Procurement Services will not proceed with a contract award to any Supplier verified as a positive match, without consultation with the Institutional Compliance Office and appropriate University Administration.

The University reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

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

Products include, but are not limited to:

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

#### **4.9 Appearance Before Committee**

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

#### **4.10 Modification or Withdrawal of Proposal**

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

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

#### **4.11 Acceptance or Rejection and Award of Proposal**

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

#### **4.12 Rejection**

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

- Failure of a proposal to conform to the essential requirements of the RFP.

- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded based on such solicitation.
- Failure of the Offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Communication regarding this RFP with any University members outside of Procurement Services
- Receipt of proposal after the closing date and time specified in Section 2.1

#### **4.13 Addenda**

Any addenda or instructions issued by Procurement Services prior to the deadline for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless document by a proper and duly issued addendum.

#### **4.14 Disclosure of Offeror's Response**

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

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

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

#### **4.15 Restrictions on Communications with University Staff**

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

#### **4.16 Bid Protest**

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

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

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

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

#### **4.17 Cost of Preparing Proposal**

The University shall not, in any event, be liable for any pre-contractual expenses incurred by the Offeror in the preparation of their proposal. Offeror shall not include any such expenses as part of their proposal.

Pre-Contractual expenses are defined as:

- All expenses incurred by the Offeror in the preparation of the proposal in response to this solicitation.
- All expenses incurred by the Offeror in submitting that proposal to the University.
- All expenses incurred by the Offeror while negotiating with the University for any matter related to this proposal (such as travel expenses, etc.)
- Any other expenses incurred by the Offeror prior to the effective date of the contract.

#### **4.18 Disposition of Proposals**

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

#### **4.19 Questions**

All questions must be submitted in writing by email to the Contract Administrator listed in Section 3.1 no later than the date listed in Section 2.1 to receive an official response which will be posted by addendum. Any questions not submitted in writing will not be considered part of the official response.

#### **4.20 Section Titles in the RFP**

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

#### **4.21 No Contingent Fees**

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

### **5 TERMS AND CONDITIONS**

#### **5.1 Contract Term**

The contract resulting from this RFP shall be effective until March 30<sup>th</sup>, 2029, from the date of execution. Contract renewal may be considered at the end of the initial contract term, at the sole discretion of the University, based on performance of awarded supplier. Any contract renewal shall be executed upon mutual agreement and documented in writing by Addendum.

#### **5.2 Time of Completion**

The CM-GC must begin Work specified by the written Notice to Proceed from the Owner. Time is of the essence. Therefore, time for Substantial Completion shall be **03/30/2029** and Final Completion shall be **04/30/2029**. Dates are subject to modification upon mutual consent of the University Louisville, University Consultant and CM-GC.

#### **5.3 Liquidated Damages**

Time is of the essence concerning the Contract Documents and all obligations thereunder. The CM-GC acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. The CM-GC further acknowledges and agrees that if the CM-GC fails to complete substantially or cause Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain.

The Owner and the CM-GC agree that if the CM-GC fails to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to retain or recover from the CM-GC, as liquidated damages and not as a penalty, **One Thousand Five Hundred Dollars** (\$1,500.00) per day commencing on the day following expiration of the Contract Time and accruing each day until the actual date of Substantial Completion. Once the CM-GC achieves Substantial Completion, then the liquidate damages will cease to accrue for thirty (30) days. If the CM-GC does not obtain Final Completion within thirty (30) days, then liquidated damages will begin to accrue on the thirtieth (30th) day at **One Thousand Five Hundred Dollars** (\$1,500.00) per day.

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner may incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages described in this paragraph from any unpaid amounts then or thereafter due the CM-GC under this Agreement and any liquidated damages not so deducted shall be payable to the Owner by the CM-GC upon demand by the Owner plus interest from the date of demand.

#### **5.4 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 Supplier and Procurement Services and incorporated as a written modification in the form of an amendment to the contract. Memoranda of understanding and other correspondence, verbal and written, shall not be interpreted as a modification to the contract.

#### **5.5 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 Supplier shall fully cooperate with such other Suppliers and University employees and carefully fit its work to such additional work. The Supplier shall not commit or permit any act which will interfere with the performance of work by any other Supplier or by University employees. This clause shall be included in the contract of all Suppliers with whom this Supplier will be required to cooperate. The

University shall equitably enforce this clause to all Suppliers to prevent the imposition of unreasonable burdens on any Supplier.

**5.6 Compliance with Kentucky Campaign Law**

The Offeror representative certifies that neither he/she/they, nor any member of his/her/their immediate family, having an interest of 10% or more in any business entity involved in the performance of any resulting contract of this solicitation, has contributed more than the amount specified in [KRS 121.056 \(2\)](#) to the campaign of the gubernatorial candidate elected at the election preceding the date of any resulting agreement of this solicitation. The signee further sears under the penalty of perjury, that neither he/she/they or the supplier which he/she/they represents, has knowingly violated any provision of the campaign laws of the Commonwealth of Kentucky, and that the award of a contract to him/her/they or the supplier which he/she/they represents will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

**5.7 Governing Law**

The Supplier shall conform to and observe all laws, ordinance, 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 purpose, 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, Frankfort, Kentucky in accordance with [KRS 45A.245](#).

**5.8 Americans with Disability Act (ADA) Compliance**

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

**5.9 Treatment of University Data/Information**

If the SUPPLIER is provided access or is provided copy(ies) of UNIVERSITY data, the SUPPLIER agrees to secure and protect the UNIVERSITY data (and require the same of any other entity with whom it shares or gives access to UNIVERSITY data) from unauthorized access, use, modification, disclosures, manipulation, or destruction, and that it will use processes that meet industry standard practices for protecting a customer's information (which standards shall be at least as stringent as the SUPPLIER would use for protecting its own confidential information). SUPPLIER agrees to notify the UNIVERSITY of a security breach/security incident as specified at [University of Louisville Security Incident Reporting](#) relating to UNIVERSITY data that SUPPLIER or its agents or subcontractors has access to or is in their possession within seventy-two (72) hours of discovery of an actual or suspected breach. SUPPLIER agrees to cooperate with the UNIVERSITY in complying with the response, mitigation, correction, and notification efforts, including undertaking a prompt and reasonable investigation of any such incident. Upon termination or cancellation of this AGREEMENT between the UNIVERSITY and SUPPLIER, all data, including disks, tapes, and electronic files in the possession of SUPPLIER or its agents, subcontractors, or other third party will be destroyed unless: (1) SUPPLIER is required to retain such data pursuant to applicable law; or (2) the individual to whom the data relates request that SUPPLIER maintain its data in accordance with applicable privacy or other legal requirement(s). ("Required Copy(ies)"). Any such Required Copy(ies) will be kept secure and the duty of notification of a breach/incident will continue. The UNIVERSITY acknowledges that such data communicated and/or stored in electronic form may be routinely backed up such that return, or destruction is not practicable and/or feasible, in which case SUPPLIER (or its subcontractors/agents/others with whom the information has been shared) will keep such back-up copies secure until the back-up media is recycled or destroyed.

**5.10 Prime Contractor Responsibility**

Any contract(s) that may result from this solicitation shall specify that the Supplier(s) is/are solely responsible for fulfillment of the contract with the University.

**5.11 Permits, Licenses, Taxes**

The Offeror awarded a contract from this solicitation 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 the resulting contract is performed.

The Offeror 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 Offeror need not be registered as a prerequisite for responding to this solicitation.

Any Offeror awarded a contract from this solicitation shall pay any sales, use, personal property, and other tax arising out of this contract and the transaction completed hereby. Any other taxes levied upon the resulting contract, the transaction, equipment, or services delivered pursuant hereto shall be the responsibility of the awarded Supplier.

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

**5.12 F.O.B. Destination**

All Offers in response to this solicitation must be based on F.O.B. to the University, all freight prepaid and included in the unit price. No other terms are acceptable; any Offers that do not comply with the above will be rejected. The Supplier will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the Supplier.

Large scale products may require delivery to specific building locations. Offerors shall be required to make inside building deliveries if required within the RFP specifications.

**5.13 Indemnification**

Indemnification by the University to indemnify the Supplier or any of its subcontractors or otherwise shall only be to the extent permitted by Kentucky Revised Statutes (KRS [49.010](#) through [49.180](#)) by the powers and authority vested in the Kentucky Claims Commission and KRS [45A.225](#) through [45A.275](#) (Contract Claims). University does not waive any of the rights, privileges or immunities available to Kentucky state agencies, and any conflicting provision in the terms and conditions or agreement provided by the vendor is rejected.

Any Supplier awarded a Contract as a result of this solicitation shall defend, indemnify, and hold harmless the University, its affiliated entities, their trustees, officers, employees, and agents from and against all costs, losses, and expenses (including reasonable cost of attorneys' fees) by reason of liability imposed by law upon the Supplier for damages resulting from the Supplier's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting there from, sustained by any person or persons including the Supplier's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the Supplier, provided however, that nothing contained herein shall require the Supplier to indemnify the University for such injuries to persons or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission, or willful misconduct of the University, its officers, employees, and agents. Any cap or limitation on the amount of the liability included in its response is rejected. Any limitation of liability requires specific acceptance by the University (e.g., via an amendment signed in writing by both parties).

**5.14 No Arbitration**

Binding arbitration to resolve a controversy or claim arising out of or relating to this contract, or breach thereof, is expressly rejected and may not be sought by either party hereto. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

**5.15 Insurance Requirements**

Before the supplier becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/agreement, supplier shall have a Certificate of Insurance indicating the organization's in-force insurance coverage for the following policies and limits. Supplier agrees to provide proof of insurance upon request.

**MINIMUM COVERAGE AMOUNTS**

Type of Insurance	Minimum Limits of Liability
<b>Commercial General Liability*</b> Including: Completed Products, Personal and Advertising Injury, Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
<b>Auto Liability*</b> All owned, hired, and non-owned vehicles	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
<b>Workers' Compensation</b>	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
<b>Employers' Liability</b>	\$1,000,000.00 (Each employee, each accident and policy limit)
<b>Data Breach Liability</b> Including response and remediation	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
<b>Professional Liability</b>	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
<b>Property Insurance</b>	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the supplier involved procurement on University Property.

\*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees, and agents as Additional Insured and shall contain a covenant requiring no less than then (10) business days written notice to the University before cancellation, reduction, or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest clause in respect to cross liability, protecting each Additional Insured as though a separate policy had been issued to each. A certificate of the above policies shall be furnished to the University at least then (10) business days prior to the commencement of the services provided under this agreement.

All Certificates of Insurance must clearly state that the organization's insurance is PRIMARY. If organization's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by the organization and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the organization will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

#### **5.16 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 [KRS 45A.494\(3\)](#), respectively.

Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit ([Resident Bidder Status Form](#)) affirming that it meets the criteria as set forth in the above referenced statute. ***This condition does not apply to procurements utilizing Federal funds.***

#### **5.17 Sustainability**

The University is dedicated to acquiring products and services that are consistent with our commitment to sustainability. For the purpose of judging sustainability, the following considerations apply:

Sustainable Development is enhanced through sound Environmental, Social, and Economic practices and technologies that minimize or eliminate waste and negative impacts on current resources.

The University seeks products and services that pose no significant risk to human health or environmental quality when compared with competing products or services that serve the same purpose. This comparison, where applicable, may consider raw materials and energy acquisition; production and manufacturing; packaging and distribution; and the operation, maintenance, reuse, recyclability, or disposal of a product. Materials, products, and workers from the local region are preferred sources, along with companies/contractors that can demonstrate efforts to ensure worker protections and to restore or enhance the environment.

#### **5.18 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 that information 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 the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

#### **5.19 Conflict of Interest**

Any Offeror responding to the RFP is required to disclose any potential conflict of interest. If the owner of the organization is related to a University employee, that relationship must be disclosed in writing and made part of the proposal response.



For the purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great-:

- Parent
- Child or Ward
- Sibling
- Uncle or Aunt
- First cousin
- Nephew or niece
- Spouse, domestic partner, significant other

#### **5.20 University Brand Standards**

The Supplier must adhere to all University Brand Standards when using University logos, trademarks, or other University intellectual property. University Brand Standards are maintained by the University Office of Communications and Marketing (OCM) and can be viewed [here](#). Use of University Brand Standards must be approved in writing by the Office of Communications and Marketing prior to a contract being awarded. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the OCM Director or designee can approve exceptions to the University standards.

#### **5.21 Payment Terms**

The Supplier shall be paid, within thirty (30) days after receipt of a proper invoice sent to the University Controller's Office, at the prices stipulated for items delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made in advance, or for partial deliveries.

The University reserves the right to make payment for orders via the University corporate Visa procurement card (ProCard).

#### **5.22 Tax Exempt Status**

The University is tax exempt from the provision of the Kentucky six percent (6%), sales and/or Use Tax on materials and equipment under this procurement. The University is also entitled to exemption from Federal Excise Tax. Our tax-exempt number is C-102. Exemption certifications shall be furnished upon request to cover exemptions where applicable.

#### **5.23 COVID-19 Safety Requirements**

Offerors, awardees, their subcontractors, and all associated personnel, while on any University property or University controlled property, must be in compliance with all current University, state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual's nose and mouth.

- Further details regarding the University COVID-19 safety procedures can be found here: [University COVID-19 Response](#)
- Current CDC guidelines can be found here: [CDC Guidelines](#)
- Current Kentucky COVID-19 Resources can be found here: [KY COVID-19 Resources](#)

#### **5.24 Additional Requirements**

##### **a. Builders Risk Insurance**

The contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the Contract amount.

##### **b. Parking**

Any proposer that enters into a contract and/or agreement with the University of Louisville for sales or service may purchase a Vendor Parking Permit at the established fee. Location of parking will be designated at time of the permit purchase. Service providers on Belknap Campus can park at any designated service vehicle space and may also park in BLUE permit designated areas. On the Health Sciences Center, parking may be available in the parking structures upon request. A deposit is required to obtain an access card to these areas. Vendors parking on University property without permits shall be subject to ticketing, booting or impoundment.

Fee schedule is available at [www.louisville.edu/parking](http://www.louisville.edu/parking). See Parking Permit pricing. Prices are subject to change. Daily permits may be purchased on-line at [www.louisville.edu/parking](http://www.louisville.edu/parking).

##### **c. Protection at Site**

The CM/GC shall continuously maintain adequate protection of all his completed work and materials delivered from damage and shall protect the Owner's property from injury or loss arising in connection with this contract, until final acceptance of the work. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the contract documents.

The CM/GC shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

The CM/GC shall designate a responsible member of his organization, on the work, as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Architect by the Contractor.

In an emergency affecting the safety of life, or of the work, or of adjoining property, the CM/GC, without special instruction or authorization from the architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. The Contractor shall immediately inform the University Department of Public Safety (502-852-6111).

d. **Construction and Safety Devices**

The CM/GC shall provide safety controls for protection of the life and health of employees and visitors. The CM/GC will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the CM/GC shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards (29 CFR 1926 as adopted by 803 KAR 2:400 through 2:425) and Federal Occupational Safety and Health (Construction) Standards that are in effect at the time the Contract is entered into and during the period in which the Contract is to be performed.

The CM/GC shall provide a written safety program which includes all pertinent written specialty standards such as, but not limited to, Control of Hazardous Energy Sources (Lockout/Tagout), Hazard Communications Program, First Aid, Blood Borne Pathogen Program, Respirator Use Program and Hearing Conservation Program. The CM/GC shall require all Sub-contractors to have an effective written safety program or be required to follow the CM/GC written safety program.

The CM/GC shall maintain an accurate record of and shall report to Kentucky Labor Cabinet's Division of Occupational Safety and Health in the manner and on the forms prescribed by that Division, exposure data and all accidents resulting in death, traumatic injury, and occupational disease. The CM/GC shall maintain an accurate record of and shall report to the Owner's Project Manager, any damage to property, materials, supplies, and equipment incident to Work under this Contract.

The Kentucky Labor Cabinet's Division of Occupational Safety and Health may notify the CM/GC of any noncompliance with the foregoing provisions. The CM/GC shall, after receipt of such notice, immediately correct conditions. Notice delivered to the CM/GC or the General Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the CM/GC fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for reducing or stopping all payments due under the Contract to the CM/GC. No part of the construction time lost due to any such stop order shall be cause for, or the subject of a claim for, extension of time or for additional costs or damages by the CM/GC.

The CM/GC or any Sub-contractor shall immediately contact the University of Louisville through the Owner's Project Manager should they be selected for an inspection by the Kentucky Occupational Safety and Health Compliance Division.

Compliance with the provisions of the foregoing sections by Sub-contractors shall be the responsibility of the CM/GC.

Nothing in the provisions of this Article 14 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.

The CM/GC shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the CM/GC or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The CM/GC shall designate a responsible member of the on-site work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of all safety regulations.

e. **Clean Up**

It shall be the duty of the contractor to keep the jobsite policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the Owner or the Owner's appointed representative.

- f. **Inspection**  
All supplies and equipment shall be subject to inspection or test by the University prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirement, the University shall have the right to reject them or require acceptable correction at the vendor's expense.
- g. **General Guarantee**  
Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the Owner shall constitute an acceptance of work done, in accordance with the Contract Documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faulty material or workmanship. The contract shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work unless a longer period specified. The Owner shall give notice of observed defects with reasonable promptness.
- h. **Damages**  
Failure of the University to invoke liquidated damages at the immediate time of the delay of delivery or installation, does not waive the right of the University to invoke said damages at a later date.
- i. **Damage to Property**  
This contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.
- j. **Asbestos**  
Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop work immediately, secure the area, notify the Owner and await positive identification of the suspect material. During the downtime in such a case the Contractor shall not disturb any surroundings surface but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- k. **Asbestos Containing Materials**  
No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked "May Contain Mineral Fiber" will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.
- An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."
- l. **Bid, Payments, & Performance Bond**  
Proposals shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid executed by a Surety Company authorized to do business in the State of Kentucky and countersigned by a licensed Kentucky Resident Agent representing the Surety Company. (Certified Check Acceptable)
- It is agreed that in the event that this proposal is accepted by the owner and the Contractor shall fail to execute a contract within ten (10) consecutive calendar days from the date of notifications of the Award of Contract, the Owner shall determine that the contractor has abandoned the contract and thereupon, the Proposal shall become null and void, and the bid guarantee, check of bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for such failure and no protest pursuant to such action will be allowed.
- The Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor, including payment of all unemployed contributions which become due and payable under the Kentucky Unemployment Insurance Law furnishing materials in connection with this contract.
- The contractor is responsible for any costs associated with acquiring the performance and payment bonds.
- m. **Contract Changes**  
During the period of the contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University, which will be formally memorialized by way of written contract amendment

signed by both parties.

Should the Contractor find at any time that existing conditions make modification of the requirements necessary, they shall promptly report such matter to the University of Louisville, Department of Procurement Services for consideration and decision.

## **6 SUPPLIER CERTIFICATION**

The following certifications and acknowledgements are applicable as indicated by the particular provision. To the extent any referenced laws or Executive Orders are modified or are no longer enforceable and/or effective as of the date of this Contract or thereafter, any provisions requiring compliance with such modified or lapsed laws or Executive Orders shall only apply to the extent the law or Executive Order is still in effect, and all other provisions shall remain as binding parts of this Contract, to the extent applicable.

The term "Supplier", as used in this section, refers to the entity that is supplying the goods or services to the University or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Second Party, Subcontractor, or similar term.

The term "Contract", as used in this section, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University or one of its affiliated corporations.

The term "University affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc., or the University of Louisville Athletic Association.

### **6.1 Equal Opportunity Clause**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity in a twelve-month period)*

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this Contract the Supplier agrees as follows:

- i. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- ii. Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- iii. Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- v. Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed or remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. Supplier will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 or September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.

## **6.2 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity)*

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- i. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (iii) and (iv) of this clause are not required.
- ii. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.
- iii. The reports required by Paragraph (i) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- iv. The Supplier shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- v. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. If the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- vi. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
- vii. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- viii. As used in this clause:
  1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.
  3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.
  4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
  5. "Disable veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

### **6.3 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

*(Applicable to Supplier exceeding \$10,000 in Contracts with a University affiliated entity)*

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- i. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (iii) and (iv) of this clause are not required.
- ii. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.
- iii. The reports required by Paragraph (i) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- iv. The Supplier shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- v. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. If the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- vi. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.
- vii. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- viii. As used in this clause:
  1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.
  3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.

4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
5. "Disable veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

#### **6.4 Certificate of Nonsegregated Facilities**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity)*

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex, or national origin.

The undersigned Supplier certifies to the University and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, offeror, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### **6.5 Employment of Individuals with Disabilities**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a University affiliated entity)*

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Supplier agrees as follows:

- i. That it will not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices including the following:
  1. Recruitment, advertising, and job application procedures.
  2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.
  3. Rates of pay or any other form of compensation and changes in compensation.
  4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  5. Leaves of absence, sick leave, or any other leave.
  6. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
- ii. That it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- iii. That in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

- iv. That it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- v. That it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- vi. That it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**6.6 Affirmative Action Program Requirement**

*(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University affiliated entity)*

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

**6.7 Filing Certificate**

*(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University affiliated entity)*

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University of Louisville, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

**6.8 Affirmative Action Certificate**

*(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University affiliated entity)*

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontracts and suppliers.<sup>1</sup>

**6.9 Administrative, Contractual, Legal Remedies**

*(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])*

Supplier acknowledges that the applicable University affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the University affiliated entity or federal entity providing the funding. The University affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any University affiliated entity. In determining the appropriate sanction and/or penalty, the University affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have ten (10) business days from the date of receipt of the notice to submit a written response. The response will be reviewed, and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the University affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

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<sup>1</sup> Non-construction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.



#### **6.10 Davis Bacon Act**

*(Applicable to federally funded construction projects exceeding \$2,000)*

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the University affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

#### **6.11 Contract Work Hours and Safety Standards Act**

*(Applicable to federal funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)*

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work more than the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6.12 Clean Air and Federal Water Pollution Control Act**

*(Applicable to federally funded Contracts exceeding \$150,000)*

Supplier agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the University affiliated entity of any such violations.

#### **6.13 Termination**

*(Applicable to federally funded Contracts exceeding \$10,000)*

The University affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The University affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular a-21 or 2 CFR Part 200 as applicable.

#### **6.14 Lobbying/Anti-Kick Back**

Copeland Anti-Kick Back Act:

*(Applicable to any federally funded Contracts or funded by a federal loan)*

The Supplier agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completions, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

#### **Certification Governing Lobbying:**

*(Applicable to federally funded Contracts exceeding \$100,000)*

The Supplier certifies to the best of his/her knowledge and belief that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the University affiliated entity.
- iii. The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **6.15 Access to Records**

*(Applicable to any federally funded Contracts)*

The University affiliated entity reserves the right to inspect, upon reasonable advance notice by the University affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by the Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the University affiliated entity in a timely fashion as reasonably requested by the University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to the performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

#### **6.16 Audits**

*(Applicable to any federally funded Contracts)*

Supplier assures University affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the University affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). The University affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation in a timely fashion as reasonably requested by the University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with GAAP relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

#### **6.17 Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

#### **6.18 Debarment and Suspension (Executive Orders 12549 and 12689)**

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in 2 CFR part 180 restrict awards, subaward, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

#### **6.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 6.19.1.1** Procure or obtain;
- 6.19.1.2** Extend or renew a contract to procure or obtain; or
- 6.19.1.3** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that used covered telecommunications equipment or services as a substantial or essential component of any system, or a critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign county.
- 6.19.1.4** In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), head of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical

support to assist affected business, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and ensure that communications services to users and customers is sustained.

**6.19.1.5** See Public Law 115-232, section 889 for additional information.

**6.19.1.6** See also §200.471.

#### **6.20 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

**6.20.1.1** "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**6.20.1.2** "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **6.21 Never Contract with the Enemy**

Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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*This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g., continuing business relationship) with a University affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the University affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).*

**7. PROPOSER QUALIFICATIONS**

**Purpose**

University Personnel and University Consultants will use this form and any other requested additional information to determine the responsibility of the proposer and sub-contractors.

- 1. Name of Firm \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
County \_\_\_\_\_  
Business Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_
- 2. Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- 3. Contact Person \_\_\_\_\_
- 4. Type of Firm                      ( ) Corporation                      ( ) Partnership  
   ( ) Sole Proprietorship                      ( ) Individual  
   ( ) Joint Venture                      ( ) Other (Explain)
- 5. How many years has the firm been in business? \_\_\_\_\_ Years \_\_\_\_\_ Months  
Has this business operated under any other name? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes what other names: \_\_\_\_\_
- 6. If your firm is a corporation, provide the following:
  - Date of incorporation \_\_\_\_\_ State of incorporation \_\_\_\_\_
  - States where corporation is authorized to conduct business \_\_\_\_\_

**Attach proof that your firm is in good standing and registered with the Kentucky Secretary of State.**

- 7. If your firm is an individual or partnership, provide the following:
  - Date of organization: \_\_\_\_\_
  - If a partnership, is it limited or general? \_\_\_\_\_  
\_\_\_\_\_
  - Name and address of all partners and specify their respective partnership participation, i.e., limited, general, managing.  
\_\_\_\_\_  
\_\_\_\_\_
- 8. If your firm is other than a corporation, individual or partnership, describe organization and identify principals.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 9. In the space provided below, describe the type(s) of construction and project management expertise offered by your company.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(use additional pages if required)*
- 10. List key persons (partners, owners, officers and directors). Include any other persons who have duties, responsibilities or authority typically delegated to partners, owners, officers or directors. Provide organization chart of the key individuals in

the firm.

<u>Name of Person</u>	<u>Position/Title</u>	<u>% Ownership</u>

11. In the past five years, has the firm ever been fined for violating state or federal safety or environmental laws?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please attach an explanation.

12. Has any key person with the firm ever been convicted of any state or federal crime (excluding traffic violations), including but not limited to embezzlement, theft, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations or bid-rigging?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please attach an explanation.

13. Has a civil court issued a judgment of \$10,000 or more against the firm in the past five years?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please attach an explanation.

14. Is the firm currently a party to a pending lawsuit with a potential damage alleged of \$10,000 or more?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please attach an explanation.

15. In the past five years, has the firm been terminated from or failed to complete any contract?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please attach an explanation.

16. Performance and Payment Bonds will be issued by:

Surety Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Local Bond Agency \_\_\_\_\_  
Kentucky Licensed Agent \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

17. Current level of bonding capacity authorized by the surety.  
Single Limit \$ \_\_\_\_\_ Aggregate Limit \$ \_\_\_\_\_

18. Bank Reference

Bank Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_  
Contact Person \_\_\_\_\_

19. **VENDOR REPORT OF PRIOR VIOLATIONS ON CONSTRUCTION PROJECTS**

This form is applicable to all bid construction projects issued by the University of Louisville Procurement Services in accordance with KRS [45A.080](#).

The **Prime Bidder** on any construction sealed bid **shall** complete and provide a signed and notarized form with the required information.

All subcontractors for the best evaluated Prime Bidder shall also provide a signed and notarized form with the required information

attached through the Prime Bidder to University within five (5) calendar days of the bid opening date. **The Prime Bidder shall provide copies of this form to the subcontractors for their execution.**

The information required is specifically - **any final determination(s) of violations within the last five (5) calendar years of the following:**

1. Violations of KRS [Chapter 136](#) (Corporation and Utility Taxes);
2. Violations of KRS [Chapter 139](#) (Sales and Use Taxes);
3. Violations of KRS [Chapter 141](#) (Income Taxes);
4. Violations of KRS [Chapter 337](#) (Wages and Hours);
5. Violations of KRS [Chapter 338](#) (Occupational Safety and Health of Employees);
6. Violations of KRS [Chapter 341](#) (Unemployment Insurance);
7. Violations of KRS [Chapter 342](#) (Workers Compensation); and
8. Violations of Occupational Safety and Health Laws in any other states and at the federal level.

If there are no violations for a particular category, vendor should attach a statement to that effect.

If there are violations for a particular category, the vendor should list them and provide the following information for each: the date of the violation, a short description of the violation (including statutory citation), the name of the governmental enforcement agency involved, and the amount of any penalties imposed as a result of the final determination.

Please note that this information may be provided to other governmental agencies, such as the Kentucky Labor Cabinet, as part of the bid process. The University reserves the unqualified right to disqualify any vendors from participating further in this bid process if appropriate under law.

In addition, the successful prime bidder and subcontractors shall remain in continuous compliance with KRS [45A.485](#) during the life of any contract awarded and shall notify the Procurement Services of **any** new final determinations of violations in any of the above-mentioned categories, which occur after contract award, and during the life of any contract awarded. Failure to comply with these requirements may result in the bidder and subcontractors being disqualified from participating in future bid opportunities for the Commonwealth.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

THIS VENDOR VIOLATION FORM IS BEING SENT TO THE LABOR CABINET FOR VERIFICATION. PLEASE MAKE SURE ALL YOUR VIOLATIONS ARE LISTED WITHIN THE LAST FIVE (5) YEARS. IF A BIDDER LISTS "NONE" AND HAS SOME, THEIR BID MAY BE REJECTED. FOR A LIST OF YOUR VENDOR VIOLATIONS, YOU CAN FAX OR EMAIL THE LABOR CABINET WITH YOUR REQUEST. FAX NUMBER IS (502) 696-1984 OR EMAIL: [labor.desam@ky.gov](mailto:labor.desam@ky.gov)

Violation Category	Date	Description	Govt. Enforcement Agency	Amount of Penalties

**8. ADDITIONAL PROJECT INFORMATION**

- a. List the name and title of the home office administrative project manager who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. The resume should include a list of projects for which this project manager has been responsible within the past five (5) years.

Name of Manager \_\_\_\_\_ Title \_\_\_\_\_

- b. List the name and title of the on-site manager that will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this manager has been responsible within the past five (5) years.

Name of Project Manager \_\_\_\_\_ Title \_\_\_\_\_

- c. List the name and title of the on-site project superintendent who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this superintendent has been responsible within the past five (5) years.

Name of Project Superintendent \_\_\_\_\_ Title \_\_\_\_\_

- d. How many full-time, non-labor employees does the firm currently have? \_\_\_\_\_

- e. How many full-time, labor/trade employees does the firm currently have? \_\_\_\_\_

- f. What is your firm's average annual dollar volume of work for the past five (5) years?

\$ \_\_\_\_\_

- g. List below, by specification section, the work you plan to complete with your own work force or with subcontractors. In the blanks provided please indicate the specification section and "O" for own forces and "S" for subcontracted work.

Spec. Section	"O" or "S"	Spec. Section	"O" or "S"	Spec. Section	"O" or "S"

- h. What percentage of the total work do you estimate will be performed with your own work force?  
\_\_\_\_\_ %

- i. How long has the firm been engaged in the type contracting required by this project?  
\_\_\_\_\_ Years \_\_\_\_\_ Months

- j. List below five of your most recently completed projects that demonstrate your ability to complete the type of work required by the project being bid. (NOTE: The inability to list five such projects will not necessarily prevent a determination of responsibility.)

1. Project Title \_\_\_\_\_ Owner \_\_\_\_\_  
 Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_  
 Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
 Name of Owner Contact \_\_\_\_\_  
 Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_  
 Brief description of your firm's work and responsibility in this project.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Project Title \_\_\_\_\_ Owner \_\_\_\_\_  
 Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_  
 Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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3. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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4. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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5. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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k. List below all projects that are currently under construction that demonstrate your ability to complete the type of work required by the project being bid.

1. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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2. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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3. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_



Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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4. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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5. Project Title \_\_\_\_\_ Owner \_\_\_\_\_

Contract Amount \_\_\_\_\_ Completion date \_\_\_\_\_

Owner Phone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Name of Owner Contact \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Brief description of your firm's work and responsibility in this project.

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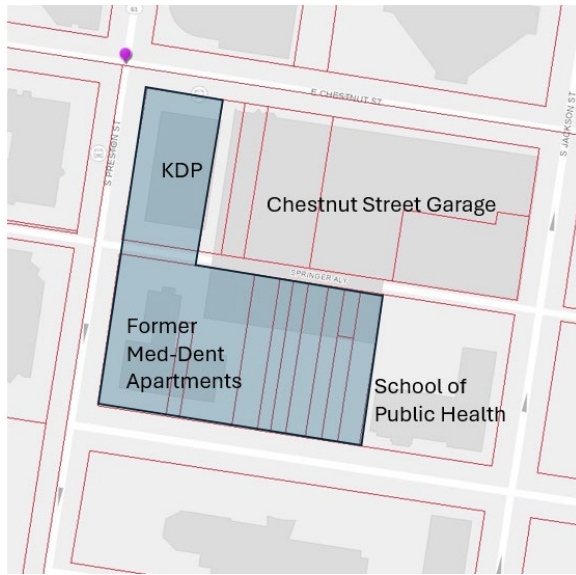
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**ATTACHMENT A**

**Project site**

The University hired Linebach Funkhouser, Inc. (LFI) to conduct a Phase I Environmental Site Assessment (ESA) of the university's contiguous parcels located at 615 South Preston Street; 408 East Chestnut Street; 401, 407, 419, 421, 423, 425, 427, 429 East Gray Street; and 625 South Jackson Street. Results of the assessment including a site reconnaissance, a review of historical information; a review of federal, state, and local records, as well as interviews with persons knowledgeable about the site are included in the Phase I report. No recognized environmental conditions were identified on the contiguous parcels previously described so no additional subsurface environmental site assessment is needed at this time.

Based on the age of the existing building that houses the University Kidney Disease Program, the presence of asbestos containing materials (ACM) and possibly lead based paint (LBP) exists so separate surveys for these two materials will be conducted as needed by UofL.



## **ATTACHMENT B**

### **Sustainability and Wellness Objectives**

The University is committed to implementing sustainability strategies into all capital improvement projects and have established goals in the [2008 Pathway to Platinum](#) and in the recently completed [2024 Campus Master Plan](#). Sustainable and Wellness strategies will be included in the cost estimating and project GMP so that overall project goals can be met within the specified project budget.

1. The building is required to adhere to the high-performance buildings in accordance with [KRS 56.777](#) . In addition to the KRS standards, the University strives to achieve LEED Gold minimum for this project.
2. The target operation carbon goal shall be up to 50% better than a code compliant building and no additional combustibles shall be added to the campus with the exception for the agreement with Medical Center Steam & Water Plant. The decision shall be made in the design process to ensure this goal is achieved. Outline a path to carbon neutrality, which may include net-zero ready strategies.
3. Design utilizing energy modeling to maximize the sustainable opportunities.
4. Building envelope to be commissioned by commissioning authority including a whole building envelope test with thermal imaging.
5. Building shall include energy sub-meters for gas, electric and steam. The energy will be tracked and compared to the model to ensure the projects are meeting the required carbon goals.
6. Building shall target a lighting power density of 0.35 watts per square foot or less for classroom / office / general spaces and 0.5 watts per square foot for laboratory spaces.
7. Incorporate daylight modeling and strategies to reduce solar heat gain and glare while maximizing daylight.
8. Include enhanced indoor air quality mechanisms.
9. Provide studies and make recommendations on incorporating sustainability sources to add economic value or to achieve building design energy goals and decrease greenhouse gas emissions, taking into consideration of the existing utility infrastructure on the HSC campus.
10. Incorporate reduction for the Urban Heat Island effect into the design, including implementing a cool roof and assessing the feasibility of a green roof.
11. Provide indoor and outdoor spaces for recreation and relaxation. Project should include a multipurpose wellness room and single occupant personal/self-care/restorative spaces throughout the building.
12. Design spaces to maximize flexibility and facilitate adaptation for multiple uses.
13. Incorporate indigenous, low maintenance plant species, and no mow zones into the landscape design that prioritize habitat sustainability. Consider the tree canopy in exterior spaces.
14. Consider WELL building strategies where possible. WELL principles are not expected to include institutional operational or maintenance strategies.
15. Implement Accessible and Universal Design
16. Consider Passive Building Principles where possible.