



UNIVERSITY OF  
LOUISVILLE  
PROCUREMENT SERVICES

Request for Proposal  
RP-008-24

Design-Renovation  
Kueber Center Locker Rooms

Proposal Due Date  
October 17<sup>th</sup>, 2023, at 2:00PM, EST

# UNIVERSITY OF LOUISVILLE

## PROCUREMENT SERVICES

### Request for Proposal (RFP)

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

<b>Proposal Number: RP-008-24</b>	<b>EMAIL PROPOSAL TO:</b>
<b>Issue Date: September 25<sup>th</sup>, 2023</b>	<b>EVAN.RIDDELL@LOUISVILLE.EDU</b>
<b>Title: Design-Renovation – Kueber Center Locker Rooms</b>	
<b>Contract Administrator: Evan Riddell</b>	
<b>Contact Email: evan.riddell@louisville.edu</b>	

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY October 17<sup>th</sup>, 2023, by 2:00PM, EST**

#### NOTICE OF REQUIREMENT

1. The University’s General Terms and Conditions, viewable at [Purchase Order Terms](#), apply to 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:	DUNS#:
PROPOSAL FIRM THROUGH:	ADDRESS:	PHONE/FAX#:
PAYMENT TERMS:NET30	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: FOB DESTINATION	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO:	SIGNATURE:	DATE:

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## DEFINITIONS

The term “University” means University of Louisville, University of Louisville Athletics and University of Louisville Research Foundation.

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

The term “competitive negotiations” means the method authorized in the Kentucky Revised Statutes [Chapter 45A.085](#).

The term “Contractor” means the entity receiving a contract award.

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

The term “offeror” means the entity or contracting group submitting the proposal.

The term “purchasing agency” means the University of Louisville, Procurement Services Department, Room 107, Service Complex Building, Louisville, KY 40208.

The term “purchasing official” means the University’s appointed contract administrator.

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

The term “solicitation” means RFP.

# 1. GENERAL OVERVIEW

## a. EXECUTIVE SUMMARY

On behalf of the University of Louisville Athletics Association (ULAA), the Procurement Services Department will accept proposals from qualified contractors for the design and renovation of various multi-purpose spaces within the Kueber Center. The intent of this project is to renovate and update the areas mentioned in the below scope of work to maximize space in the facility. Proposers must provide creative thematic designs for the facilities based off the scope of work provided by ULAA below. Proposals must include detailed renderings of the upgraded facilities.

The awarded qualified contractor is to provide all required design elements, labor, engineering, permits, materials, equipment, transportation, handling, supervision, and related services to successfully execute and complete the scope of work identified within these RFP documents. All work shall be coordinated with a designated staff member of ULAA.

- There are no liquidated damages involved on this project and the University will work with the awarded contractor to create a renovation schedule which works around men's and women's basketball season.
- Prevailing wages are not required on this project.

**Original construction drawings and room layouts can be found at the following link:**

<https://louisville.box.com/s/3e19wcsismqrxq6ha9w11bnlxm58pgfw>

## b. SCOPE OF WORK

### Kueber Center

1. Design, Renovate and update Men's Basketball, Women's Basketball and Women's Lacrosse Locker rooms
2. Design, Renovate and update Men's Basketball and Women's Basketball Shower/Bathroom
3. Relocate Men's Basketball Staff Locker room to existing press room
4. Remove existing hydro tub areas to maximize space
5. Design and construct one (1) new hydrotherapy area for use by all teams within facility
6. Design and renovate existing bathroom on 2nd Level to be used as men's staff locker room
7. Design and renovate current multipurpose room to construct press room/lacrosse film viewing area

### 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 campuses. The 287-acre Belknap Campus is three miles from downtown Louisville and houses eight of the university's 12 colleges and schools. The Health Sciences Center is situated in downtown Louisville's medical complex and houses the university's health-related programs and the University Hospital. The 243-acre Shelby Campus is in eastern Jefferson County.

### Mission Statement

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

- teaching diverse undergraduate, graduate, and professional students in order 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 anti-racist metropolitan research university.

### 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 because we celebrate diversity, foster equity, and strive for inclusion.

**c. Supplier Diversity and Procurement**

The University is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Minority and Woman-Owned Business Enterprises (MWBE) consist of minority, women, disabled, veteran, and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons. The University expects its suppliers to support and assist in this effort.

Among the University’s goals for MWBE participation in procurement are:

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

For additional information regarding how diverse suppliers may participate in this RFP, submit any questions to the Contract Administrator as indicated in Section 3.2 by the deadline for written questions date.

**2. PROPOSAL REQUIREMENTS**

**a. Key Event Dates**

Release of RFP	<b>September 25<sup>th</sup>, 2023</b>
Pre-Proposal Conference	<b>October 4<sup>th</sup>, 2023, at 10:00AM, EST.</b>
Deadline for Written Questions	<b>October 6<sup>th</sup>, 2023, by 2PM, EST.</b>
University Response/Addendum Posted	<b>October 9<sup>th</sup>, 2023</b>
RFP Proposals Due	<b>October 17<sup>th</sup>, 2023, by 2PM, EST.</b>
Short List Announcement	TBD
Offeror Presentations	TBD
Letter of Intent to Negotiate	TBD
Desired Contract Effective Date	TBD

\*All dates are subject to change

**b. 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 of primary contacts
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted by e-mail to:

Evan Riddell  
Procurement Services  
University of Louisville  
2215 S. Brook St.  
Louisville, KY 40208  
E-mail: [evan.riddell@louisville.edu](mailto:evan.riddell@louisville.edu)

All communication with the University regarding this RFP shall **ONLY** be directed to the contracting officer listed above.

### **c. Pre-Proposal Conference**

A pre-proposal conference will be held at the **Kueber Center (Front Lobby) – 2432 S Floyd St., Louisville, KY 40209**, on **October 4<sup>th</sup>, 2023, at 10:00AM, EST.**, to allow prospective contractors an opportunity to ask questions and clarify the University's expectations.

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

- Attendance at the pre-proposal conference is not mandatory, however, attendance is highly encouraged. At this conference, the scope of work will be discussed in detail.
- A site walk-through will be conducted at this time.
- Offerors are encouraged to submit written questions after the conference by the date listed in section (3.a).
- Only written questions will constitute an official response from the University and be incorporated into any contract.
- A recorded transcript of the meeting will not be provided.

### **d. Offeror Presentations**

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

### **e. 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 Purchasing website

found [here](#)

#### **f. Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.c. 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.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's [General Terms and Conditions](#). Each exception to the University's General Terms and Conditions shall be individually addressed.

#### **g. Proposal Submission and Deadline**

Offeror must provide the following materials prior to 2:00PM, EST on the date specified in Section 3.a and addressed to the Contract Administrator listed in Section 3.b:

- **Email Proposal:**

Offeror may elect to email their proposal to Contract Administrator of record in Section 3.b

- **Mail Proposal:**

Offeror may elect to mail in a flash drive of their proposal; however, it must be received by the Department of Procurement Services before the due date

**Note: Proposals received after the closing date and time will not be considered.**

Note: In accordance with the Kentucky Revised Statutes [45A.085](#), there will be no public opening.

#### **h. Modification or Withdrawal of Offer**

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

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

#### **i. 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.

#### **j. 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.
- Receipt of proposal after the closing date and time specified in the RFP.

#### **k. Addenda**

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

#### **l. Disclosure of Offeror's Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the 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 awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

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

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

#### **m. Restrictions on Communications with University Staff**

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

#### **n. 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 RFP.
- All expenses incurred by the Offeror in submitting that proposal to the University.
- All expenses incurred by the Offeror while negotiating with the University 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.

#### **o. Disposition of Proposals**

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

#### **p. Alternate Proposals**

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

**q. Questions**

All questions should be submitted by e-mail to the Contract Administrator listed in Section 3.b no later than the date listed in Section 3.a.

**r. 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.

**s. 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 or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

**t. Proposal Addenda and Rules for Withdrawal**

Amendments to this Request for Proposal may be necessary prior to the closing date and will be furnished in the form of written addenda that will be posted on the University's BID/RFP Purchasing [webpage](#). Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and posted to the University's BID/RFP Purchasing webpage.

When necessary and upon requested, the University will provide supplemental data via files to the Contractor in one of two formats. The first choice will be to use the industry standard of EDI (Electronic Data Interchange) 834. If EDI is not appropriate for the type of information being transmitted, a University standard format will be provided. It will be the Offeror's responsibility to conform the data to fit the needs of their software. Offeror may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information.

Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he/she signs a receipt acknowledging the withdrawal, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. Offers received at the office designated in this RFP after the exact hour and date specified for receipt will not be considered. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Procurement Services.

**3. PROPOSAL FORMAT AND CONTENT**

**a. Proposal Information and Criteria**

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

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages.

- **Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form**
- **Transmittal Letter**
- **Bid Bond**

- **Executive Summary and Proposal Overview**
- **Proposer Qualifications Form**
- **Criteria 1 – Financial Proposal**
- **Criteria 2 – Experience and Qualifications**
- **Criteria 3 – Project Schedule**
- **Criteria 4 – Technical Proposal (renderings, presentation of the scope of work, assumptions)**

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

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

**c. Transmittal Letter**

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

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

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

**d. 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.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as a small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the Contractor employs as well as a description of Contractor's efforts to do business with Minority and Woman-Owned Business Enterprises as they conduct their own business. In addition, please indicate the diverse nature of your company as well as ownership race/ethnicity.

<b>Check One Only</b>	<b>Diverse Business Description (If Diverse Business, determine the classification that is the best description)</b>
	Minority Owned (only)
	Veteran Owned and Small Business
	Minority and Woman and Small Business
	Minority and Woman and Veteran-Owned Business
	Minority and Veteran and Small Business
	Woman and Veteran and Small Business
	Minority and Woman and Veteran-Owned Small Business
	Woman Owned (only)
	Small Business (only)
	Veteran Owned (only)
	Minority and Woman Owned
	Minority and Small Business
	Minority and Veteran-Owned
	Woman Owned and Small Business
	Woman and Veteran-Owned
	Diversity not indicated

<b>Owner Race/Ethnicity</b>	<b>Check One</b>
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

**e. Criteria 1 – Financial Proposal**

- Present a financial proposal of all scopes of work as outlined in these RFP documents. The financial proposal must breakout labor, materials, and equipment.

**f. Criteria 2 – Experience and Qualifications**

- Provide an organizational chart and resumes of team members who will be specifically involved on this project.
- Provide a brief description of your company (history, location, number of employees, etc.)
- Provide documentation of prior projects (at least 3) that are similar in nature to the scope of work in this RFP (pictures, customers, location, etc.). Please include customer references.

**g. Criteria 3 – Project Schedule**

- Provide a detailed project schedule, assuming the contract is awarded early November. The

schedule will need to consider men's/women's basketball season, particularly, the locker room areas will wait until the season is over – April 24'. However, work may progress in the other areas.

#### **h. Criteria 4 – Technical Proposal**

- Provide detailed renderings and descriptive literature that sufficiently convey how your firm intends execute the renovation of the facilities identified by ULAA. Proposals should be in a format that is easy for the committee to evaluate. Proposals should be able to convey a detailed rendering of the entire scope of work as outlined in this RFP. The overall quality and organization of the proposal will be considered during scoring.

#### **i. Criteria 5 – Additional Information**

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

### **4. 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 and independent sources and oral presentations (if requested).

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

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

#### **Primary Criteria**

- |                                 |     |
|---------------------------------|-----|
| • Financial Proposal            | 40% |
| • Experience and Qualifications | 20% |
| • Project Schedule              | 10% |
| • Technical Proposal            | 30% |

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

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

## **5. GENERAL CONDITIONS**

### **a. Competitive Negotiation**

It is the intent of the RFP to enter competitive negotiation as authorized by KRS [45A.085](#).

A contract will be awarded to the Offeror whose proposal conforms to the terms, conditions and the 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.

Prior to contract award, Procurement Services shall complete a review of the Contractor(s) against appropriate governmental exclusion/debarment/suspension lists. Any Contractors 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 Contractor 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.

It is the University's intent to award a single contract. A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party, and all terms and conditions of this Request for Proposal are hereby incorporated into any such contract.

If alternates are accepted, they will be accepted at the time of award and in the sequence of their listing. The prices of the alternates will be added or deducted from the base proposal to arrive at a lump sum figure, which will be the basis of the award.

### **b. 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.

### **c. Additions, Deletions or Contract Changes**

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

### **d. Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by university employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors to prevent the imposition of unreasonable burdens on any Contractor.

### **e. Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those



portions of the offeror's response accepted by the University, shall be the entire agreement between the parties

**f. Governing Law**

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

**g. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

Not Applicable

**h. Termination for Convenience or Necessity**

The University reserves the right to terminate this contract for its own convenience without cause upon thirty (30) days' written notice to the Contractor. Upon receipt of the University "Notice of Termination," the Contractor shall discontinue all services with respect to the applicable contract by the date stated in the notification. The Contractor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the project which was terminated). Compensation for services provided by the Contractor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination." A fixed fee contract will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract if any policy or procedural changes occur that would warrant discontinued use of the established contract. Additionally, if a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

While it is unlikely, it is possible the University and/or Contractor may need to cancel a contract based on changes to State statute and/or Kentucky's Model Procurement Code for which the University and/or Contractor become unable to comply.

**i. Termination for Non-Performance**

The Assistant Director of Procurement Services may terminate this contract for non-performance, as determined by the University. Such causes could include, but shall not be limited to:

- Mal-performance, non-performance, substitution of commodities, or failure to comply with specifications given herein in whole or part by the Contractor.
- Failure to provide satisfactory quality of product or service, including failure to maintain adequate personnel, whether arising from labor disputes or otherwise; any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest; or failure to comply with the terms of this contract.
- Failure to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements herein contained.
- Adjudication as voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section of the U.S. Bankruptcy Code, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against Contractor thereunder.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

- Violation by Contractor of any of the following:
  - Commonwealth of Kentucky and University conflict of interest policies
  - Commonwealth of Kentucky campaign finance laws
  - OSHA, Labor and Tax Collection Violations
  - Governmental Program Certification
  - Failure to register firm with the Kentucky Secretary of State
  - Failure to post requested bond if required
  - Failure to maintain required Insurance

#### Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

#### Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within such ten (10) calendar day period, the University may terminate the contract by giving thirty (30) days' notice, by registered or certified mail, of its intent to cancel this contract.

#### **j. Fiscal Funding Out**

The University reserves the right to cancel and/or suspend the established contract if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The University will make all efforts through annual budget requests to meet financial obligations for continuing contractual obligations; however, this does not guarantee that funds will be made available from one fiscal year to the next.

The University also reserves the right to cancel and/or suspend the established contract if changes occur in University policy and/or the way business are conducted regarding contracted services.

#### **k. Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the Contractor(s) is/are solely responsible for fulfillment of the contract with the University

#### **l. Assignment and Subcontracting**

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

#### **m. Permits, Licenses, Taxes**

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

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

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

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

**n. Attorneys' Fees**

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

**o. Royalties, Patents, Copyrights and Trademarks**

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

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its logos, trademarks, or copyrights, although it may state that it has a Contract with the University without the permission of the University.

**p. F.O.B. Destination**

All offers in response to this RFP 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 bids that do not comply with the above will be rejected. The contractor will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the contractor.

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

**q. Indemnification**

Any provision in the terms and conditions or agreement provided by the Contractor that requires or otherwise specifies that the University will indemnify the Contractor or any of its Subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the Contractor or other third party 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).

The Contractor 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 attorney's fees) by reason of liability imposed by law upon the Contractor for damages resulting from the Contractor'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 Contractor'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 Contractor, provided however, that nothing contained herein shall require the Contractor 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 by Contractor in its response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (e.g., via an amendment signed in writing by the University).

**r. Arbitration**

Any provision in the Contractor's terms and condition or agreement that specifies binding arbitration to resolve

a controversy or claim arising out of or relating to this contract, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

**s. Insurance Requirements**

The 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.

Insurance Requirements for Standard Contracts

Before the selected Offeror becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/contract, Offeror shall have a Certificate of Insurance indicating the organization’s in-force insurance for the following policies and limits. Contractor agrees to provide proof of such insurance upon request.

**Minimum Coverages**

<b>Type of Insurance</b>	<b>Minimum Limits of Liability</b>
<b>Commercial General Liability*</b> Including: Completed Products, Personal and Advertising Injury <b>Products/Complete Operations</b>	\$1,000,000.00 Each Occurrence  \$2,000,000.00 General Aggregate
<b>Auto Liability*</b> <u>(all owned, hired, and non- owned vehicles)</u>	\$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>Property Insurance</b>	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the Contractor 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 thirty (30) 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 through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the organization's insurance(s) is PRIMARY. If organization’s policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by 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

**t. 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.

**u. 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).

**v. Protection at Site**

Pedestrian and automobile traffic near project sites shall be protected from injury and damage due to construction activities by appropriate means such as roping off walk or driveways, erecting warning signs, erecting snow fences and other positive ways which will divert traffic from areas of possible danger. Special attention shall be given to open trenches regarding pedestrian traffic with emphasis on blind or handicapped pedestrians. Open trenches shall be fenced with snow fence and protected by audio means.

**w. 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.

**x. 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.

**y. 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.

**z. 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.

**aa. 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.

**bb. 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.

**cc. 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."

**dd. Conflicting Conditions**

Not Applicable

**ee. Contract Period**

The contract established from this RFP will be through the completion of the project, which is at the discretion of the University of Louisville Procurement Services.

**ff. Completion of Contract**

Time is of the essence. The Contractor shall commence work upon written notice to proceed by the Owner. The University expects to have the awarded proposer under contract by the end of November.

**gg. Bid, Payment, & 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 furnishings materials in connection with this contract.

The contractor is responsible for any costs associated with acquiring the performance and payment bonds.

#### **hh. 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.

#### **ii. Amendments**

It is recognized that subsequent written amendments to the awarded contract may be necessary; and all such amendments will require the mutual agreement of the parties.

#### **jj. Method of Award**

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

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

#### **kk. Reciprocal Preference**

In accordance with KRS [45A.494](#), a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively.

Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

Forms can be found at: [Kentucky Preference Claim Forms](#).

#### **ll. Reports and Auditing**

Contractors are required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diverse Tier 2 or subcontractors affiliated with company. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful Contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful Contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must

indicate this when submitting the quarterly reports.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers shall also be completed with the Contractor's name, contract number, and reporting period. A copy of the reporting template to be submitted can be found on the University's website found [here](#).

Reports can be submitted via email to [purchase@louisville.edu](mailto:purchase@louisville.edu) based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

If the successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

The University reserves the right to request Audited Financial Statements from all firms submitting proposals to adequately evaluate firm(s) financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the RFP file and will not be subject to open records inspection/requests.

#### **mm. Confidentiality**

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

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

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

#### **nn. Conflict of Interest**

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

For 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

#### **oo. University Brand Standards**

The Contractor 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](#). 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.

#### **pp. Payment Terms**

The Contractor shall be paid monthly as work progresses (less retainage) upon the submission of proper invoicing to the Owner's representative. Invoicing must be submitted to the project manager who is representing the University for signature and approval. All change orders must follow the same process.

#### **qq. Taxes**

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.

#### **rr. COVID-19 Safety Requirements**

Offerors, awardees, their subcontractors, and all associated personnel, while on any University property or University controlled property, must be in full 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](#).

#### **ss. Compliance with Executive Order 14042**

As the University of Louisville is as a federal contractor, the University is subject to the terms of Executive Order (EO) 14042, "Ensuring Adequate COVID Safety Protocols for Federal Contractors." In accordance with the requirements of EO 14042, vendor agrees that, unless this agreement relates solely to the provision of products or the value of the contract is equal to or less than the simplified acquisition threshold, as that term is defined in section 2.101 of the Federal Acquisition Regulation, vendor shall comply with all applicable guidance issued by the federal government in connection with EO 14042, including guidance conveyed through Frequently Asked Questions, as amended during the performance of the resulting contract, published by the Safer Federal Workforce Task Force (Task Force Guidance) [here](#).

In the event that the vendor enters into any subcontracts providing services in connection with this agreement, the vendor shall include the substance of the clause above, including this paragraph (including the flow down requirement), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract award, and are for services (not products), including construction, performed in whole or in part within the United States or its outlying areas.










## **INSTRUCTIONS FOR FILING EMPLOYMENT UTILIZATION REPORT**

The Employment Utilization Report (EUR) is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The General Contractor shall submit the EUR report with monthly pay application for its aggregate work force and include all reports for each subcontractor's aggregate work force to the University of Louisville

Compliance Agency	University of Louisville assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
Contractor	Any contractor who has a construction contract with the University of Louisville.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders-both men and women.
1. Covered Area	Jefferson County, Kentucky
2. Employer's Identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female)	Minority – 12.2% Female – 3.5%
4. Reporting Period	Monthly, or as directed by the Compliance Officer, beginning with the effective date of contract.
5. Construction Trade	Only those construction crafts which contractor employs in Jefferson County, Kentucky.
6. Workhours of Employment (a-e)	a. The total number of male hours and the total number of female hours worked by employee's classification.  b.-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee).

## **INSTRUCTIONS FOR FILING EMPLOYMENT UTILIZATION REPORT**

7. Minority Percentage
- The percentage of total minority workhours of all work hours (the sum of columns 6b, 6c, 6d, and 6e; just one figure for each construction trade).
8. Black Percentage
- The percentage of black males and females computed from the total number of blacks in 6b.
9. Total Number of Employees
- Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees
- Total number of male minority employee and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.






The undersigned will enter into a formal agreement with the minority or woman-owned business firms for work listed in this schedule conditioned upon execution of a contract with the University of Louisville.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect/Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect/Engineer. The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed non-responsive.

\_\_\_\_\_  
**NAME OF AUTHORIZED OFFICER**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_

**SIGNATURE** \_\_\_\_\_





## 6. SUPPLIER CERTIFICATION

The University is committed to conducting its procurement practices in accordance with federal law and regulations and with firms committed to an Equal Employment Opportunity policy. Towards that end, the Contractor is requested to review the attached Supplier Certification document and to complete any applicable information regarding conflict-of-interest requirements in the Supplier Certification. The attached Supplier Certification will be incorporated into the final contract/agreement resulting from this proposal. Awarded Contractors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

The following certifications and acknowledgements are applicable as indicated by the particular provision.

The term "Supplier," as used in this document, 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 other similar term.

The term "Contract", as used in this document, 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 "UofL affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc., the University of Louisville Athletic Association, or the University of Louisville Foundation.

### a. Equal Opportunity Clause

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL 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:

- 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.
- 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.
- 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.

- Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- 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 purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 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 canceled, 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 and 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.
- Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or Contractor. 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 provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or Contractor 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.<sup>1</sup>

**b. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL 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:

- 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 (c) and (d) of this clause are not required.
- 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.
- The reports required by Paragraph (a) 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.

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<sup>1</sup> For federally assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

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.

- The Supplier shall submit a report within 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.
- 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.
- 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 Virgin Islands.
- 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.
- 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, and 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 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. "Disabled 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 05, 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 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

**c. Certificate of Nonsegregated Facilities**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL 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. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his 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](#).

**d. Employment of Individuals with Disabilities**

*(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL 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:

- (1) 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:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rates of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether administered by the Contractor.
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

- (2) that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) 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.
- (4) 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).
- (5) 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.
- (6) that it will include the provisions of this clause in every subcontract or purchase order more than \$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 provisions will be binding upon each subcontractor or Contractor. 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.

**e. Affirmative Action Program Requirement**

*(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL 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.

**f. Filing Certificate**

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

**g. Affirmative Action Certificate**

*(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL 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 subcontractors and suppliers.<sup>2</sup>

**h. 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 UofL 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 UofL affiliated entity or the federal entity providing the funding. The UofL affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any UofL affiliated entity. In determining the appropriate sanction and/or penalty, the UofL 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 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 UofL 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>2</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.

**i. 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 UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

**j. Contract Work Hours and Safety Standards Act**

*(Applicable to federally 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 in excess of 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.

**k. 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 UofL affiliated entity of any such violations.

**l. Termination**

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

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

**m. Lobbying / Anti-Kickback**

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 USC 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, completion 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:

- 1) 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.
- 2) 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 UofL affiliated entity.
- 3) 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.

**n. Access to Records**

***(Applicable to any federally funded Contracts)***

The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice by the UofL 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 this Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the UofL affiliated entity in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

**o. Audits**

***(Applicable to any federally funded Contracts)***

Supplier assures UofL 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 UofL affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The UofL 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 UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

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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 UofL 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 UofL affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).

# 7. PROPOSER QUALIFICATIONS

## 1. Purpose

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

1. Name of Firm \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
County \_\_\_\_\_  
Business Phone (\_\_\_\_) \_\_\_\_\_ Telefax (\_\_\_\_) \_\_\_\_\_

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.

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9. In the space provided below, describe the type(s) of construction and project management expertise offered by your company.

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*(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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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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, 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, 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, attach an explanation.

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

**Additional Project Information**

1. 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 \_\_\_\_\_



9. How long has the firm been engaged in the type contracting required by this project?

\_\_\_Years\_\_\_ Months

10. 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.)

A. 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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B. 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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C. 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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D. 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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E. 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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11. 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.

A. 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. 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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D. 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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E. 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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**Certification and Signature:**

I hereby certify that I am an authorized principal of the firm and I:

1. Have read, and understand the reason for submitting this information;
2. Agree, upon request, to provide any additional information that may be necessary for determination of contractor responsibility;
3. Will, upon request, provide complete financial statements within five business days;
4. Swear or affirm that all information provided on this submittal is true;
5. Understand that if any of the responses are found to be materially untrue, the firm will be ineligible to be awarded a contract.

Your signature on this document is a sworn statement to the University of Louisville. This document must be signed by the firm's CEO, president, vice-president, partner or sole owner.

*Under penalties of perjury, I hereby swear or affirm, warrant and represent that the above answers and information have been personally provided by me, and that I have the authority to execute this document on behalf of this firm.*

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by

\_\_\_\_\_, \_\_\_\_\_ acting for and on behalf of  
(name) (office held)

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
Notary Public \_\_\_\_\_, Kentucky  
My Commission expires \_\_\_\_\_

## 10. SPECIAL CONDITIONS

### ARTICLE 1 - SPECIAL CONDITIONS

These special conditions apply to each section of the specifications and are binding upon the Contractor and all subcontractors as each are subject to the provisions contained herein.

These special conditions are intended to define and establish certain rules and provisions of the contract governing the operation so that the work may be continued and be completed in an orderly, expeditious and workman like manner.

These special conditions, together with the specification and contract documents, shall further establish the standards of material and workmanship for the "work".

### ARTICLE 2 - DEFINITIONS

Wherever used in these special conditions or in other contract documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

The term **OWNER** as used throughout the specifications and contract documents means the University of Louisville, represented by **Zach Brooks, Assistant Athletic Director – Capital Projects & Administration (ULAA)**.

**ARCHITECT** means the person, company or corporation, project manager, owners' representative, architect or other consultant, named in the contract documents.

**CONTRACTOR** means the person, company or corporation with whom the Owner has executed a contract

**SUBCONTRACTOR** means the person, company or corporation having a direct contract with the Trade Contractor for the performance of a part of the work.

**CONTRACT** means the bid offer of the Contractor as officially accepted by the Owner, evidenced by the "Letter of Intended Acceptance", executed Owner/Contractor agreement of contract, and the executed Finance encumbrance document, entitled "Purchase Contract".

**CONTRACT DOCUMENTS** means the agreement between the Owner and Contractor, the Payment and Performance Bond, the general, supplemental and special conditions, the drawings, the specifications, the scope of work, all addenda and modifications and change orders issued after execution of the contract. The contract documents complement each other; whatever is required by one shall be as binding as if required by all.

**WORK** means and comprises the completed construction required by the contract documents. It includes labor, material, equipment, supplies, superintendency, plant, and equipment to perform and complete the contract in an expeditious, orderly and workmanlike manner.

**CONTRACT AMOUNT** means the sum stated in the contract including any authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the work under the contract documents.

**WORK ORDER** means a written notice by the Owner to the Contractor, authorizing the Contractor to commence work under the contract and establishing the beginning date.

**CONTRACT COMPLETION TIME** means the number of calendar days to complete the work as specified in the contract documents.

**CALENDAR DAY** means a day of twenty-four hours measured from midnight to the next midnight.

**CHANGE ORDER** means a written order to the Contractor signed by the Owner, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

**SHOP DRAWINGS** means drawing, diagrams, schedules, and other data specially prepared for the work by the Contractor or any subcontractor manufacturer, supplier, or distributor to illustrate some portion of the work.



**WRITTEN ORDER** means a field order issued by the architect which clarified or interprets the contract documents or orders minor changes in the work which does not require a change order.

### **ARTICLE 3 - THE ARCHITECT/ENGINEER**

**Zach Brooks, Assistant Athletic Director – Capital Projects & Administration (ULAA)** will be the Owner's representative (referred to as the architect in these documents) during construction and until the work is complete.

The architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. On the basis of his on-site inspection observations, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.

The architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

The architect will be the sole interpreter of the requirements of the contract documents and the judge of the performance thereunder by the Contractor.

Claims, disputes, and other matters in questions that arise relating to the execution or progress of the work shall be referred initially to the Architect/Engineer for decision, which he will render in writing within a reasonable time.

The architect will have authority to reject work which does not conform to the contract documents.

The architect will review and approve, or take other appropriate action upon Contractor's submittal, such as shop drawings, product data, and samples, but only for conformance with the design concept of the work, and with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The architect will prepare change orders, and authorize minor changes in the work, not involving extra cost and time extension, provided the changes are not inconsistent with the purpose of the work.

The architect will conduct inspections to determine the dates of substantial completion and final completion; will receive and forward to the Owner for the Owner's review, written warranties and related documents required by the contract and assembled by the Contractor.

### **ARTICLE 4 - WORK REASONABLY INFERRED AND DISCREPANCIES**

The Contractor shall make a thorough examination of the site(s) and study all drawings and specifications and all conditions relating to the erection of the work. Materials or labor evidently necessary for the proper and complete execution of the work, which are not specifically mentioned although reasonably inferred there from, shall be included in the work.

The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. Anything called for in the specifications and not shown on the drawings or shown on the drawings and not called for in the specifications, shall be included in the Contractor's work, the same as if included in both. In the event of a doubt arising as to the true intent and meaning of the drawings and specifications, the Contractor shall report it at once to the architect. The architect shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. The architect shall be responsible for interpretation of the documents. The architect's decision regarding compliance with plans and specifications in the case of conflicts shall be final and binding.

## **ARTICLE 5 - SHOP DRAWING SCHEDULE**

N/A

## **ARTICLE 6 - SHOP DRAWING SUBMITTALS**

Shop drawings must be submitted to the Owner and approved before any work can begin.

## **ARTICLE 7 – PLANS, DRAWINGS & SPECIFICATIONS**

The contractor must provide the Owner with drawings and specifications for approval before work can begin.

## **ARTICLE 8 - MATERIALS, APPLIANCES, AND EMPLOYEES**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, temporary heat, hoist, supplies, appliances, transportation, and other facilities necessary for the execution and completion of the work. In the event the Owner elects to make available the electric power, at no cost to the contractor for construction purposes, it shall not be utilized as a means for temporary heat.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and subcontractors and shall not employ on the work any person not skilled in the work assigned to him.

## **ARTICLE 9 - ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof. However, the foregoing shall apply to the Owner in lieu of the Contractor in the event that a particular process or the product of a particular manufacturer is specified.

## **ARTICLE 10 - SURVEYS, PERMITS AND REGULATIONS**

The Owner will furnish only such surveys as included in the contract. Approvals, assessments, and easements for permanent structures or permanent changes in existing facilities and utility tap-on fee shall be secured and paid for by the Owner, unless otherwise specified. Building, sewer, water, and similar types of permits, where required by local ordinances, shall be obtained by the Contractor. A Contractor's license fee for doing business in the locale, if applicable, shall be paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, codes, rules and regulations bearing on the conduct of the work as drawn and specified.

## **ARTICLE 11 - PROTECTION OF WORK, PROPERTY, EMPLOYEES AND PUBLIC**

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 (852-6111).

### **CONSTRUCTION AND SAFETY DEVICES**

The General Contractor shall provide safety controls for protection of the life and health of employees and visitors. The General Contractor 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 General Contractor 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 General Contractor 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 General Contractor shall require all Sub-contractors to have an effective written safety program or be required to follow the General Contractor's written safety program.

The General Contractor 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 General Contractor 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 General Contractor of any noncompliance with the foregoing provisions. The General Contractor shall, after receipt of such notice, immediately correct conditions. Notice delivered to the General Contractor or the General Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the General Contractor 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 General Contractor. 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 General Contractor.

The General Contractor 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 General Contractor.

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 General Contractor 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 General Contractor 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 General Contractor 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.

### **ARTICLE 12 - INSPECTION OF WORK**

The Owner, the architect, and their representative shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The architect shall be given timely notification in order to arrange for proper inspection of any work performed outside of the normal working day or week.

If the specifications, the architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the architect timely notice of its readiness for inspection. Inspections by the architect shall be made promptly.

If any portion of the work should be covered contrary to the request of the architect, or to requirements specifically expressed in the contract documents, it must, if required in writing by the architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

If any other portion of the work has been covered, which the architect has not specifically requested to observe prior to being covered, the architect, with the Owner's approval, may request to see such work and it shall be uncovered by the Contractor. If such work be found not in accordance with the contract documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner, or a separate Contractor employed by the Owner, in which event the Owner shall be responsible for the payment of such costs.

### **ARTICLE 13 - INSPECTION AND TESTING OF MATERIALS**

All inspection and testing costs required by the contract documents shall be paid for by the Contractor.

All test costs required beyond the initial test to verify the requirements of the contract documents on Item shall be paid by the Contractor of record. The Owner will not pay costs for retesting required for incorrect work or materials.

### **ARTICLE 14 - SUPERINTENDENT - SUPERVISION**

A qualified superintendent and any necessary assistants shall be maintained on the work site and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor and all instructions given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate work of all the subcontractors.

The superintendent shall not be changed unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Contractor shall give timely notice to the Owner of a change in the superintendent and a reasonable explanation for the change.

### **ARTICLE 15 - CHANGES IN THE WORK**

The Owner, without invalidating the contract, may as the need arises, order changes in the work by deletion or modification. All such changes to the work shall be authorized by change order and be executed under the conditions of the original contract. The Multi-Part hard copy Change Order form for Construction and Renovation projects has been discontinued and has been replaced with an electronic PDF version of the same document. This form can be found at the Department of Purchasing website <http://louisville.edu/purchasing/forms> Contract amount and time of completion shall be adjusted at the time of ordering such change. The value of any such change in work shall be determined in one or more of the following methods:

- A. By mutual acceptance of a lump sum.
- B. By unit prices named in the contract or subsequently agreed upon. Under either method, proposals for change in work shall be accompanied by a complete itemization of net costs for labor and materials, including the work of all subcontractors. In no case will a change be approved without such detailed itemization.

If the then existing circumstances indicate the impracticability or impossibility of proceeding under either of the above methods, the Owner may direct the Contractor to proceed with the change in the work, for which the Contractor shall be paid the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. The Contractor shall keep and present in such form as the Owner may direct, a correct amount of all items comprising the net cost of such work, together with vouchers, including the cost to the Contractor of all labor, common and skilled, foremen, and the fair rental of all machinery together with reasonable transportation cost of machinery not on the site.

In any event, it is agreed and understood that an amount not to exceed fifteen percent (15%) shall be added to the actual net cost of the change of work as defined within. It is further agreed and understood that said maximum addition of fifteen percent constitute the exclusive cost for direct overhead and profit for work performed by either the general Contractor and/or their contracted sub-contractor.

In the case of the work being performed solely by a Subcontractor, the Contractor's mark-up shall not allocate more than one third of the total markup (1/3 of the 15% or 5%), for the Subcontractor's portion of the specified change of work.

The Contractor shall not include in the net cost of change of work any cost or rental of small tools, or any portion of the time of the Contractor or his superintendent, or any allowance for the use of capital, insurance or bond premium, or any actual or anticipated profit, or job or office overhead not previously mentioned, these items being considered as being covered under the added amount for general overhead. Pending final determination of value, partial payments on account of changes in work may be made on recommendation of architect.

The architect may authorize minor changes in the work, not involving extra cost and time extension, provided the changes are not inconsistent with the purpose of the work.

If the Contractor claims that any instructions by the architect involve additional cost and/or time extension, he shall give the architect written notice thereof within a reasonable timeframe after the receipt of such instructions and before proceeding to execute the change in work.

#### **ARTICLE 16 - CONCEALED CONDITIONS**

Should concealed conditions encountered in the performance of the work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, the contract sum and completion times if applicable shall be equitably adjusted by change order upon claim by either party made within twenty days after the first observance of the conditions.

#### **ARTICLE 17 - DEDUCTIONS FOR UNCORRECTED WORK**

If the Owner deems it not expedient to correct work damaged, or not done in accordance with the contract, an equitable deduction from the contract price shall be made, therefore.

#### **ARTICLE 18 - DELAYS AND EXTENSION OF TIME**

It is agreed that time is of the essence for each and every portion of this contract and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

(a) Any preference, priority, or allocation order duly issued by the government.

(b) Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes freight embargoes and unusually severe weather.

(c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (a) and (b) of this article Provided, further that the Contractor shall, within 48 hours of the occurrence of the event, notify the Owner in writing, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. Any change in the contract time resulting from any such claim shall be incorporated in a change order. An extension of time shall not be construed as cause for extra compensation under the contract.

(d) Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the seasons of the year. Normal weather shall be determined based on records for the station of the United States Environmental Data Service show in Article 19 of the General Conditions.

#### **ARTICLE 19 - WEATHER DATA**

A. Information and data furnished or referred to below is furnished for the Contractor's information. It is to be expressly understood, however, that the Owner will not be responsible for any interpretation or conclusion drawn there from by the Contractor.

B. Weather Conditions - Information in the tables below was compiled from the records of the National Weather Service at Louisville, Kentucky.

**P R E C I P I T A T I O N**

MONTH	NORMAL (INCH)	MAXIMUM RECORD (IN)	MINIMUM RECORD (IN)	24-HOUR MAXIMUM (IN)	AVERAGE NUMBER OF DAYS .1" OR MORE
JAN	3.57	16.65	0.37	2.98	13
FEB	3.26	7.69	0.67	3.40	11
MAR	4.83	10.38	0.99	3.85	13
APR	4.01	9.30	0.79	4.39	13
MAY	4.23	10.84	1.20	3.24	12
JUN	4.25	11.69	1.36	5.88	11
JUL	4.95	10.64	1.83	4.73	11
AUG	3.96	11.18	0.56	3.56	9
SEP	3.28	9.69	0.24	4.35	8
OCT	2.26	6.13	0.33	3.21	8
NOV	3.30	6.87	0.45	2.58	11
DEC	3.78	9.97	0.61	3.77	12

**T E M P E R A T U R E**

MONTH	NORMAL (DEG F)	MAXIMUM RECORD (DEG F)	MINIMUM RECORD (DEG F)	AVERAGE NUMBER OF DAYS 32 DEG F OR BELOW
JAN	31.5	76	-21	11
FEB	34.5	76	-15	7
MAR	43.9	83	-2	1
APR	55.0	88	18	0
MAY	64.3	92	26	0
JUN	72.2	101	39	0
JUL	75.9	103	47	0
AUG	74.9	103	42	0
SEP	68.7	103	35	0
OCT	56.8	91	20	0

NOV	44.9	81	-3	1
DEC	36.1	75	-10	5

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- C. For this Contract, "Unusual Inclement Weather" will be interpreted as those days in excess of the number of days shown in the final column under PRECIPITATION on which rainfall exceeded 0.1 inch and in the final column under temperature on which maximum temperature was below 32 degrees F.
- E. Request for additional days in construction due to "Unusual Inclement Weather" shall be communicated to the Owner and Owner representative no less than 48 hours after such event occurs. If approved by the Owner, the additional days will be incorporated via Change Order to original contract.

**ARTICLE 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor shall promptly remove from the premises all materials rejected by the Owner that fail to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

**ARTICLE 21 - CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final certificate of payment nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from date of the acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

**ARTICLE 22 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER**

A. The Owner may terminate the contract for its own convenience when it is determined by the contracting authority that such termination will be in the best interest of the University of Louisville. When it has been determined that a contract should be terminated for the convenience of the University, the contracting authority shall give reasonable written notice and negotiate a fair and just settlement with the Contractor in accordance with published regulations of the Office of Facilities Management.

B. The Contractor shall have the burden of establishing the amount of compensation to which he believes himself to be entitled by the submission of complete and accurate cost data employed in submitting his bid or proposal for the contract, and evidence of expenses paid or incurred in performance of the contract from the date of award through the date of termination for convenience.

**ARTICLE 23 - TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR**

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient skilled workmen, adequate equipment, or proper material, or if he should fail without proper cause to make prompt payment to subcontractors, or for material or labor, or persistently disregard laws, ordinances, or the instruction of the architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certification by the architect that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice by registered mail of declaration of default, take possession of the premises and all materials and building components thereon, and finish the work in accordance with laws of the Commonwealth.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If any such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default shall be certified by the architect.

## **ARTICLE 24 - SUSPENSION OF WORK**

### **A. The Owner**

1. The Owner may, for reasons exclusive of any court order or other types of litigation, suspend the work or any portion thereof for a period of not more than thirty (30) days or such further time as agreed upon by the Contractor without causing termination of the contract. The notice of suspension shall be in writing and shall set forth the reason for the suspension. The written notice shall fix the approximate date on which work is contemplated to be resumed. The Owner will allow reimbursement of direct job expenses or extension of time, or both, directly attributable to the suspension.

2. In the event the Owner should be prevented or enjoined by court order from proceeding with the work or from authorizing its prosecution, either before or after the award and work order, by reason of any litigation for a period of up to ninety (90) days, the delay shall not constitute cause for termination and the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but the time for completion of work will be extended to such reasonable time as the owner may determine will compensate for time lost by such delay. Such determination to be set forth in writing.

### **B. The Contractor**

If, through no act or fault of the Contractor, the work is suspended for a period of more than thirty (30) days by the Owner, or more than ninety (90) days under an order of court or other public authority, or the architect fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor the sum certified by the architect or awarded by the court within fifteen (15) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the architect, terminate the contract and recover from the Owner payment for all work executed and reasonable expense sustained. In addition and in lieu of terminating the contract, if the architect has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the architect stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, a change order shall be issued for adjusting the contract price or extending the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

## **ARTICLE 25 - TIME OF COMPLETION**

The Contractor shall begin work and mobilize on site upon receiving written notice to proceed by the Owner. He shall carry the work forward expeditiously with adequate forces and management process for achieving completion within the contract time. All time limits stated in the Contract Documents are of the essence to the contract.

The contract time, unless otherwise provided, is the period of time specified in the Contract Documents for final completion as defined hereinafter, including authorized adjustments thereto. See, "Agreement of Contract", for mandatory completion dates and construction time.)

Final Completion - The architect (owners representative), upon receipt of written notice from the Contractor that the work is complete and is ready for final inspection and acceptance, will promptly make such inspection and when he finds the work completed and acceptable under the contract documents and the contract fully performed, he will so notify the Contractor in writing and promptly certify a final Certificate for Payment to the Owner accompanied by final certificate of occupancy from the Kentucky Department of Building and Housing. If the architect finds the work not complete he shall notify the Contractor and the owner. The Contractor shall then apply every effort to complete the work within the time allotted by the Owner. If the Contractor fails to complete the work in the time allotted, liquidated damages will be assessed as described in Article 3 of the Agreement of Contract. If additional inspection is required, the Contractor shall reimburse the architect for the time required for this inspection at the architect's established hourly rate.

Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner's personnel in the maintenance and operation of the new installations, the Contractor shall comply with the requirements specified within Special Conditions section of this document. (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of final completion.) These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owners Project Manager by or before the time construction is 75% complete, as reflected by the Contractor's most recently submitted Application for Payment.

The provisions of ARTICLE 34 - LIQUIDATED DAMAGES notwithstanding, if the General Contractor meets the requirements of ARTICLE 25 - TIME OF COMPLETION above with respect to timely submittal of approvable Operation and Maintenance



manuals and provided the project construction is: 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, may reduce the retainage to not less than three percent (3%) of the current Contract Amount. In the event progress falls behind the approved progress schedule, the full 5% will immediately be reinstated by the Owner including all past retainages not held.

In the event the General Contractor fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement. Until such time as acceptable O&M manuals are received.

**As Built Drawings.** A qualified representative of the General Contractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Final Completion, the General Contractor shall complete and turn over to the Consultant the As-Built drawings, with a digital copy (in PDF format) submitted to the Owner simultaneously. The As-Built drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the facility, shall be accurately located on the As-Built drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. For any changes or corrections in the Work which are made subsequent to the Final Completion inspection, revisions shall be made to the As-Built drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

**Project Close Out.** When the Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the Contractor shall notify the Consultant in writing and request a final inspection. The Owner/Architect, upon receipt of written notice from the Contractor that the Work is complete and is ready for final inspection and acceptance, will promptly make such inspection and when the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will so notify the Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance ARTICLE 26- PAYMENT TO THE GENERAL CONTRACTOR of these General Conditions. If the Contractor does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the Contractor including all architectural, engineering and inspection costs and expenses incurred by the Consultant and the Owner and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

#### **ARTICLE 26- PAYMENT TO THE GENERAL CONTRACTOR**

Payments on account of this Contract shall be made monthly as Work progresses. The General Contractor shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor (including certified payrolls and or payment affidavits), including payments to all tiered Sub-Contractors for labor (including certified payrolls and or payment affidavits) and materials. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents except the final payment shall be submitted in whole dollar amounts. All payment applications from the General Contractor shall include line items for overhead profit and general condition costs. The Multi-Part hard copy Invoice form for Construction and Renovation projects has been discontinued and has been replaced with an electronic PDF version of the same document. This form can be found at the Department of Purchasing website <http://louisville.edu/purchasing/forms>

The Owner's representative shall within ten (10) Business Days after receipt of each application for payment, shall certify approval of payment in writing or return the application to the General Contractor indicating in writing its reasons for refusing to approve payment. The Owner, provided no exception is taken to the application for payment submitted by the General Contractor, will issue payment on or within thirty (30) Calendar Days from the date received. A reasonable delay on the part of the Owner in making payment to the General Contractor for any given payment shall not be grounds for breach of Contract. The Consultant may refuse to approve the whole or any part of any payment if it would be incorrect to make such presentation to the Owner.

If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the General Contractor must furnish the following:

A list of the materials consigned to the Project (which shall be clearly identified) giving the place of storage, together with copies of invoices.

Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

A letter from the Surety indicating that the Surety agrees to the arrangements and that payment to the General Contractor shall not relieve either the General Contractor or its Surety of their responsibility to complete the Work.

Evidence of adequate insurance listing the Owner as an additional insured covering the material in storage.

Evidence that representatives of the Consultant have visited the General Contractor's place of storage and checked all items listed on the General Contractor's certificate. They shall certify, insofar as possible, that the items are in agreement with the Specifications and approve their incorporation into the Project.

The Owner will pay 80% of the invoiced value less retainage for materials stored off site providing the above conditions are met.

The General Contractor's signature on each subsequent application for payment shall certify that all previous progress payments received on account of the Work have been applied to discharge in full all of the General Contractor's obligations reflected in prior applications for payment.

Each payment made to the General Contractor shall be on account of the total amount payable to the General Contractor and the General Contractor warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Owner free and clear of all encumbrances. Nothing in this Article shall be construed as relieving General Contractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.

Prior to submitting the first application for payment, the General Contractor shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required within General Conditions of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for General Contractor's applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

Retainage — The Owner will retain ten percent (10%) of the General Contractor's progress payments until fifty one percent (51%) of the construction project has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in above, the Owner shall retain five percent (5%) of the total contract amount until Final Completion and acceptance of all Work covered by this Contract, as collateral security to insure successful completion of the Work. For the purposes of this Article, the term "in full compliance" shall mean: 1) that the progress of the Work is equal to or ahead of that predicted by the Project Baseline schedule and 2) the Work completed is in compliance with the requirements of the contract documents. Subsequent to the issuance of the Final Completion Certificate and depending upon the cost involved for the completion and/or correction of punch list items, the Consultant may recommend to the Owner an adjustment to the amount being held as retainage and, if approved by Owner. The amount of retainage may then be reduced, and a sufficient sum retained by Owner to cover the uncompleted Work. Retainage reduction as provided for in this Article is contingent upon the General Contractor and/or Subcontractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents

In addition to the retainage set forth above, the Owner may withhold from any monthly progress payments or nullify any progress payments in whole or in part as necessary to protect the Owner from loss on account of:

Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

If the Owner has been required to correct Defective Work or complete Work which the General Contractor has failed or refused to correct or complete, or

If the General Contractor has failed to perform any of its obligations under the Contract, or

Failure of the General Contractor to make payments properly to Sub-contractors; suppliers of material, services or labor; or to reimburse the University for utilities or other services as provided for in the Contract.

Amounts to be withheld as liquidated damages for failure to complete the Project in the allotted Contract time.

When the Owner is satisfied that the General Contractor has remedied any such deficiency, payments shall be made of the amount being withheld on the next scheduled application for payment.

Final Payment — When all Work is completed and acceptable and the Contract is fully performed the General Contractor will be directed to submit a final payment application for certification and the entire balance shall be due and payable upon a certification of completion by the Consultant that the Work is in accordance with the Contract Documents.

Upon issuance of the Certificate of Final Completion by the Owner and submittal by the General Contractor of all required documents and releases, all retained amounts shall be paid to the General Contractor as part of the Final Payment. By accepting such payment, the General Contractor certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the General Contractor, or any vendors or material suppliers, have been paid or will be paid from the proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

The General Contractor shall promptly pay each Sub-contractor and material supplier upon receipt of payment from the Owner the amount to which said Sub-contractor and supplier is entitled, reflecting the percentage actually retained from payments to the General Contractor on account of such Sub-contractor's work. The General Contractor shall, by an appropriate Agreement with each Sub-contractor and material supplier, require each Sub-contractor and supplier to make payments to their sub-contractors, vendors and suppliers in similar manner.

The Consultant may, on request, furnish to any Sub-contractor or material supplier information regarding the percentages of completion applied for by the General Contractor and the action thereon by the Consultant.

Neither the Owner nor the Consultant shall have any obligation to make payment to any Subcontractor or material supplier except as may otherwise be required by law.

#### **ARTICLE 27 – CONTRACTOR'S PAYMENT TO SUBCONTRACTOR**

The Contractor shall promptly pay each subcontractor upon receipt of payment from the Owner the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his subcontractors in similar manner.

The architect may, on request, furnish to any subcontractor, information regarding the percentage of completion of the amounts applied for by the Contractor and the action thereon by the architect.

Neither the Owner nor the architect shall have any obligation to make payment to any subcontractor except as may otherwise be required by law.

#### **ARTICLE 28 - USE OF COMPLETED PORTIONS**

By mutual agreement between the Owner, Contractor, and architect, the Owner may use a specified part of the project after an inspection is made. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

#### **ARTICLE 29 - INDEMNIFICATION**

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the architect and their agents and employees from and against all claims, damages, loss and expenses, including attorney's work, provided that any such claim, loss, damage or expense (a) is attributable to bodily injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, the architect or any of their agents or employees by any employee of the Contractor, any subcontractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor any subcontractor under workmen's compensation acts, disability benefit acts or other employee acts.

The obligations of the Contractor under this paragraph shall not extend to the liability of the architect, his agents or employees, arising out of.

- (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (2) the giving of or the failure to give directions or instructions by the architect his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

**ARTICLE 30 - INSURANCE**

Before the Contractor becomes entitled to any rights under this contract and prior to taking any action under this contract, Contractor shall have a Certificate of Insurance for Contractor's in-force insurances issued to the owner for the following policies and limits

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations	\$1,000,000.00 Each Occurrence  \$2,000,000.00 General Aggregate
Auto Liability* (All owned, hired and non-owned vehicles)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the Contractor and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and policy limit)

\*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 thirty (30) days written notice to the University before cancellation, reduction or other modification of coverage.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interest's clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If Contractor's policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by Contractor 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 company 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.

### **ARTICLE 31 - 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

### **ARTICLE 32 - GUARANTY BONDS**

Contractor shall furnish a performance and payment bond(s) in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract and the payment of all persons performing labor on the project under the contract and furnishing materials, equipment or supplies in connection with the contract, including security for the payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

The performance and payment bond(s) shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky, and the contract instrument of bonds must be countersigned by a duly appointed and licensed agent resident of Kentucky. The surety company must have an AM Best rating of "A-" or higher and be "Treasury Listed". Bonds shall not expire until the specified warranty period required by the contract expires.

### **ARTICLE 33 - CLAIMS FOR DAMAGE**

A. Should either party to the contract suffer damage because of an alleged wrongful act or neglect of the other party, or of anyone employed by him, or others for whose act he is legally liable, or other controversy arising under the contract such claim or controversy shall be made in writing to the other party within 30 days after the first occurrence of the event. If a claim or controversy against the owner is not settled or comprised within 30 days after receipt of written notice thereof, then the Contractor may institute legal proceedings in accordance with the applicable provisions of the Kentucky Revised Statutes.

B. Any legal action entered against the Owner on the contract by the Contractor shall be brought in the Franklin Circuit Court and shall be tried by the court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the Owner.

### **ARTICLE 34-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.

### **ARTICLE 35- LIQUIDATED DAMAGES**

The Owner and the General Contractor recognize and agree that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract plus any extensions that may be allowed. The parties further recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner should the Work not be completed on time. The Owner and the General Contractor agree on the amounts stated as liquidated damages in the Agreement. The Owner and General Contractor agree that the amount stated as liquidated damages are not intended to be penalties and shall be fair and reasonable.

Should the General Contractor fail to satisfactorily complete the Work under Contract on or before the date stipulated for Final Completion as adjusted by approved Change Orders if any the General Contractor will be required to pay liquidated damages to the Owner for each consecutive Calendar Day that the Owner is deprived of full use of the area beyond the date specified unless otherwise stipulated elsewhere by Owner.

If Final Completion is not achieved by the date established for Final Completion as adjusted by approved Change Orders if any liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered complete and Final Completion shall be deemed to have occurred when all work has been completed in compliance with the Contract Documents and the Certificate of Final Completion has been issued by the Owner. No deduction or payment of liquidated damages will in any degree release the General Contractor from further obligations and liabilities to complete the entire contract. Permitting the General Contractor to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

## **ARTICLE 36 - LIENS**

- A. Lien for labor, materials, supplies, and rental equipment supplied on the contract shall be as provided by KRS 376.195 et seq.
- B. Statements of lien shall be filed with the Franklin County Clerk and action to enforce the same must be instituted in the Franklin Circuit Court, Frankfort, Kentucky, pursuant to KRS 376.250.
- C. The lien shall attach only to any unpaid balance due the Contractor for the improvement from the time a copy of statement of lien, attested by the county clerk, is delivered to the Owner pursuant to the provisions of KRS 376.240.

## **ARTICLE 37 – ASSIGNMENT OF PAYMENTS**

Neither party to the contract shall assign the contract or subject it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

## **ARTICLE 38 - SEPARATE CONTRACTS**

The Owner reserves the right to let other contracts in connection with the work or to perform work with his own forces. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall promptly report to the architect any observed defects in such work that render it unsuitable for proper execution or connection. His failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

Whenever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Architect to secure the completion of the various portions of the work in general harmony.

## **ARTICLE 39 - MUTUAL RESPONSIBILITY OF CONTRACTORS**

Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the owner.

## **ARTICLE 40 - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP**

The Contractor is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him and for the coordination of the work, including placement and fittings of the various component parts. No claims for extra cost as a result of the failure to coordinate the work, or by acts or omissions of the various subcontractors will be honored by the Owner.

The Contractor agrees to bind every subcontractor by the terms of contract documents as far as applicable to their portion of the work.

The Contractor shall make no substitution for any sub-contractor without timely notification to the Department of Purchasing, Owner Representative and architect. Any such request and subsequent approval for substitution of a sub-contractor granted shall be at no additional cost to the awarded project.

Nothing contained in the contract documents shall create any contractual relationship between the Owner and any subcontractor.

#### **ARTICLE 41 - PROJECT SITE LIMITS**

The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen to project site limits as directed by the Owner.

#### **ARTICLE 42 - CLEAN UP**

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his operation in connection with the work. At the completion of the work, he shall remove all his rubbish about the site of the work and all his tools, scaffolding and surplus materials and shall leave his work in a clean and usable condition, satisfactory to the Owner, unless more exactly specified. This will include, but not necessarily be limited to, glass, hardware, fixtures, masonry, tile, and marble floors shall be cleaned and waxed, if provided for in the specifications. This shall be done before final inspection and acceptance. In case of dispute, or if the Contractor fails to clean up at the completion of work, the Owner may perform the cleaning task and charge the cost to the Contractor.

#### **ARTICLE 43 – POINTS OF REFERENCE**

The General Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, the General Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistake that may be caused by their loss or disturbance

#### **ARTICLE 44 - SUBSTITUTION - MATERIALS AND EQUIPMENT**

Reference to or the listing of items to be incorporated in the construction without referring to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall be interpreted as establishing the general intent of the Contract and the general standard of quality for that item.

Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, with the words "or equal", shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition.

Substitution of other equipment and materials as "or equal" to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Contractor has the burden to prove equality of any substitution requested.

Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, without the words "or equal", shall be interpreted as defining an item or source that has after careful consideration been determined by the University as necessary to be compliant with, and/or to function properly within, the University operational system. No substitutions will be allowed.

In the event the Contract Documents contain specific reference to two or more items as described in Article 48, any of those listed will be acceptable.

Substitution of equipment and materials previously submitted by the Contractor and approved by the Consultant will be considered only for the following reasons:

Unavailability of the materials or equipment due to conditions beyond the control of the supplier.

Inability of the supplier to meet Contract Schedule.

Technical noncompliance to specifications.

In substituting materials or equipment, the Contractor assumes responsibility for any changes in systems or modifications required in adjacent or related work to accommodate such substitutions, despite consultant approval, and all costs associated with the substitution shall be the responsibility of the Contractor. The Consultant shall be reimbursed by the Contractor for any architectural or engineering revisions required as the result of such substitutions.

Inclusion of a certain make or type of materials or equipment in the Contractor's bid proposal shall not obligate the Owner to accept such materials or equipment if they do not meet the requirements of the Contract Documents and any such substitutions in the preparation of the bid without written approval shall be at the sole risk of the Contractor. The Owners decision shall be final with respect to acceptability of alternative products.

#### **ARTICLE 45 - TEST AND INSPECTION**

Regulatory agencies of the government having jurisdiction may require any work to be inspected, tested or approved. The Contractor shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise noted, and furnish the architect the required certificates of inspection, testing or approval.

The Contractor shall give the architect timely notice of readiness of the work for all inspections, tests or approvals.

#### **ARTICLE 46 - GUARANTEE AND WARRANTY**

The Contractor shall guarantee that labor, equipment and materials will be free of defects for a period of one (1) year from the date of final completion. Expendable items and wear from ordinary use are excluded from this guarantee.

Prior to the final payment of the work, the Contractor shall assemble and present to the architect all guarantees and warranties required by the contract documents.

#### **ARTICLE 47 - WAGES AND HOURS**

As per House Bill 3, effective January 9, 2017, per KRS337 the University or any State Agency shall not have the authority to require any employer to pay to an employee a certain wage or fringe benefit other than as determined by the employer and or hourly rates (Minimum Wage) as established by Federal, State, Local or Agency itself.

All full-time employees working on University funded projects shall be paid a living wage of no less than \$10.10 per hour.

#### **DAVIS BACON ACT**

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

Contractor 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 UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

On covered contracts, the Trade Contractor shall post and keep posted in a conspicuous place or places at the site of the work, a copy or copies of prevailing rates of wages and the working hours as prescribed in the contract documents.

Any laborer, workman, or mechanic worked in excess of eight (8) hours per day for forty (40) hours per week, except in cases of emergency caused by fire, flood, or damage to life or property shall be paid not less than one and one-half (1-1/2) times the basic hourly rate of pay as fixed by law for all overtime worked. The determination of when an emergency exists shall be made by the public authority letting the contract as provided for by law.

On covered contracts, the contractor shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less that the federal prevailing rate of wages. Records shall indicate the hours worked each day by each employee in each classification of work and amount paid each employee for his work in each classification. Payroll records are to be maintained for one year after completion of the contract. These records are to be open for inspection and transcript by the US Secretary of Labor at any reasonable time. These records may also be audited upon request by the Owner.

#### **ARTICLE 48 – APPRENTICES**

Apprentices (for all classifications of work) shall be permitted to work only under an apprenticeship agreement approved by the Kentucky Supervisor of Apprenticeship and by the Kentucky Apprenticeship Council which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.



## **ARTICLE 49 – GOVERNING LAW**

This contract and all issues and disputes arising out of this contract shall be governed by the applicable laws of the Commonwealth of Kentucky without consideration of its conflicts of laws principles.

## **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor for the duration of the contract.

Failure to reveal a final determination of a violation by the contractor and or subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the disqualification of the contractor and or subcontractor from eligibility for future contracts for a period of two (2) years after such determination.

## **ARTICLE 50 – CONDUCT OF EMPLOYEES**

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Contractor and shall be subject to automatic dismissal by the Contractor.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No Contractor or subcontractor employee shall fraternize, use abusive language, make both verbal or suggestive overtures to or with the students, staff and general public at or near the facility or job site. Job conducts and responsibilities shall be discussed regularly at sub-contractor meetings.

## **ARTICLE 51 - AUDITED FINANCIAL STATEMENTS**

The University reserves the right to request Audited Financial Statements from any and all firms submitting proposals in order to adequately evaluate firms' financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the bid file and will not be subject to open records inspection/requests.

## **ARTICLE 52 – 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."

## **ARTICLE 53 – SMOKE FREE FACILITIES**

Smoking by contractor and sub-contractors is prohibited on all UofL Belknap, Health Sciences and Shelby Campus'.