



UNIVERSITY  
OF KENTUCKY

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Purchasing Division

Request for Proposal

UK-1645-16

Proposal Due Date – 1/15/2016

Specialty Graphics, Signage, and Wayfinding  
Football Training Facility

Project 2397.0

# UK UNIVERSITY OF KENTUCKY Purchasing Division

## REQUEST FOR PROPOSAL (RFP)

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

<b>PROPOSAL NO.:</b>	<b>UK-1645-16</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>12/16/2016</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>Graphics Football Training Facility</b>	<b>PURCHASING DIVISION</b>
<b>Purchasing Officer:</b>	<b>Mike Mudd</b>	<b>411 S LIMESTONE</b>
<b>Phone:</b>	<b>859-257-5409</b>	<b>ROOM 322 PETERSON SERVICE BLDG.</b>
		<b>LEXINGTON, KY 40506-0005</b>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 1/15/2015 3 P.M. LEXINGTON, KY TIME.**

### NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

- 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);
- 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;
- 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;
- That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

### SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with 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 a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

### CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

## Table of Contents

1.0 DEFINITIONS .....	4
2.0 GENERAL OVERVIEW.....	5
2.1 Intent and Scope .....	5
2.2 Background Information .....	4
2.3 University Information.....	5
3.0 PROPOSAL REQUIREMENTS.....	7
3.1 Key Event Dates.....	7
3.2 Offeror Communication .....	7
3.3 Pre-Proposal Conference .....	8
3.4 Offeror Presentations .....	8
3.5 Preparation of Offers .....	8
3.6 Proposed Deviations from the RFP .....	8
3.7 Proposal Submission and Deadline .....	9
3.8 Modification or Withdrawal of Offer.....	9
3.9 Acceptance or Rejection and Award of Proposal .....	9
3.10 Rejection .....	10
3.11 Addenda.....	10
3.12 Disclosure of Offeror's Response .....	10
3.13 Restrictions on Communications with University Staff .....	10
3.14 Cost of Preparing Proposal.....	11
3.15 Disposition of Proposals .....	11
3.16 Alternate Proposals .....	11
3.17 Questions .....	11
3.18 Section Titles in the RFP .....	11
3.19 No Contingent Fees.....	11
3.20 Proposal Addenda and Rules for Withdrawal.....	11
4.0 PROPOSAL FORMAT AND CONTENT .....	12
4.1 Proposal Information and Criteria .....	12
4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form .....	12
4.3 Transmittal Letter .....	12

- 4.4 Executive Summary and Proposal Overview ..... 13
- 4.5 Criteria 1 - Offeror Qualifications ..... 13
- 4.6 Criteria 2 – Services Defined ..... 14
- 4.7 Criteria 3 – Financial Proposal..... 14
- 4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule ..... 14
- 4.9 Criteria 5 – Other Additional Information..... 14
- 5.0 EVALUATION CRITERIA PROCESS..... 15
- 6.0 Terms and Conditions ..... 16
  - 6.1 General Conditions The General Conditions are Included within Attachment I. .... 16
  - 6.2 Special Conditions The Special Conditions are included within Attachment J..... 16
  - 6.3 Bonding ..... 16
  - 6.4 Prevailing Wages The Prevailing Wage Determination for this RFP is attached as Attachment D..... 16
  - 6.5 Competitive Negotiation ..... 16
  - 6.6 Additions, Deletions or Contract Changes ..... 16
  - 6.7 Contractor Cooperation in Related Efforts ..... 16
  - 6.8 Entire Agreement ..... 17
  - 6.9 Appearance Before Committee ..... 17
  - 6.10 Termination for Convenience..... 17
  - 6.11 Termination for Non-Performance ..... 17
  - 6.12 Funding Out ..... 17
  - 6.13 Prime Contractor Responsibility..... 17
  - 6.14 Assignment ..... 17
  - 6.15 Permits, Licenses, Taxes and Commonwealth Registration ..... 17
  - 6.16 Attorneys’ Fees ..... 17
  - 6.17 Patents, Copyrights and Trademarks ..... 18
  - 6.18 Indemnification ..... 18
  - 6.19 Insurance ..... 18
  - 6.20 Method of Award ..... 18
  - 6.21 Reciprocal Preference ..... 18
  - 6.22 Reports and Auditing ..... 19
  - 6.23 Confidentiality..... 19
  - 6.24 Conflict of Interest ..... 19

6.25 Extending Contract..... 20

6.26 Personal Service Contract Policies..... 20

6.27 Copyright Ownership and Title to Designs and Copy..... 20

6.28 University Graphic Standards..... 20

6.29 Printing Statutes..... 20

6.30 Damaged or Inferior Material..... 20

7.0 FINANCIAL OFFER SUMMARY ..... 21

7.1 Base Bid..... 21

7.2 Unit Pricing..... 21

7.3 List of Proposed Subcontractors..... 23

7.4 List of Materials and Equipment..... 23

**Attachments**

Attachment A	Scope of Services
Attachment B	Drawings (CD in a pocket envelope)
Attachment C	Bonding
Attachment D	Wage Rates
Attachment E	Congleton-Hacker Subcontract Agreement
Attachment F	Graphics Project Schedule
Attachment G	Determination of Responsibility
Attachment H	Design Release 3 Bid Documents (CD in a pocket envelope)
Attachment I	General Conditions
Attachment J	Special Conditions

**DRAWING INDEX**

COVER	A9: BRANDING
1: PROJECT BID STANDARDS	A10: NFL INTERACTIVE DISPLAY
2: PROJECT SCOPE-1ST FLOOR	A11: STADIUM DISPLAY
3: PROJECT SCOPE-2ND FLOOR	A12: RECOGNITION DISPLAY
1ST FLOOR COVER	A13: SEC BRANDING
A1: EXTERIOR LETTERING	A14: HIGH PERFORMANCE GRAPHICS
A2: DONOR RECOGNITION / LOGO	A15: HALL GRAPHICS
A3: ILLUMINATED LETTERING	A16: GAME HIGHLIGHTS DISPLAY
A4: MANNEQUIN DISPLAY / SEATING	A17: GREAT MOMENTS DISPLAY
A4.1: MANNEQUIN DISPLAY / SEATING	A18: BRANDING / BOWL DISPLAY
A4.2: MANNEQUIN DISPLAY / SEATING	A19: GAME SCHEDULE / HIGHLIGHTS
A4.3: MANNEQUIN DISPLAY / SEATING	A20: GEAR DISPLAY
A5: IMPACT WALL / SECRETARIAT	A21: LOUNGE GRAPHIC
A6: COLUMN DISPLAY CASES	A22: DIGITAL SCHEDULE / MESSAGING
A7: EXPERIENCE ROOM	A23: LOCKER GRAPHICS
A7.1: PARTITION GRAPHICS	A24: ENDCAP GRAPHICS
A8: TRAINING TABLE	A25: CEILING LOGO

A26: BARBER SHOP GRAPHICS  
A27: UTILITY HALL GRAPHICS  
A28: STRENGTH ROOM - WEST  
A29: STRENGTH ROOM - NORTH  
A30: STRENGTH ROOM - EAST  
A31: SPORTS MEDICINE GRAPHICS  
SECOND FLOOR COVER  
B1: OUTSIDE THE LINES DISPLAY  
B2: ACADEMIC CENTER  
B3: SEC OF THE YEAR DISPLAY  
B4: RECEPTION BRANDING  
B5: RECEPTION GRAPHIC  
B6: RECEPTION LOGO  
B7: MEETING ROOMS HALL  
B8: POSITION ROOMS  
B9: TEAM ROOM GRAPHICS / BRANDING  
B10: OFFICE ENTRY GRAPHICS  
B11: OFFICE HALLWAY DISPLAYS  
B12: HEAD COACH RECEPTION  
SIGNAGE/WAYFINDING COVER  
S1: ROOM, DISCREET, NAMING SIGNS  
S2: SLIDER, EXTERIOR SIGNS

S3: RESTROOM SIGNS  
S4: STAIR SIGNS  
S5: FLOOR SIGNS  
S6: GATE SIGNS  
S7: POOL SIGNS  
S8: SIGNAGE OVERVIEW-1ST FLOOR  
S9: ROOM SIGNS-1ST FLOOR  
S10: DISCREET SIGNS-1ST FLOOR  
S11: SLIDER SIGNS-1ST FLOOR  
S12: RESTROOM SIGNS-1ST FLOOR  
S13: STAIR, FLOOR SIGNS-1ST FLOOR  
S14: EXTERIOR SIGNS-1ST FLOOR  
S15: SIGNAGE-INTERMEDIATE FLOOR  
S16: SIGNAGE-INTERMEDIATE FLOOR  
S17: SIGNAGE OVERVIEW-2ND FLOOR  
S18: ROOM SIGNS-2ND FLOOR  
S19: DISCREET SIGNS-2ND FLOOR  
S20: SLIDER SIGNS-2ND FLOOR  
S21: SLIDER SIGNS-2ND FLOOR  
S22: SLIDER SIGNS-2ND FLOOR  
S23: RESTROOM SIGNS-2ND FLOOR  
S24: STAIR, FLOOR SIGNS-2ND FLOOR

## 1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

## 2.0 GENERAL OVERVIEW

### 2.1 Intent and Scope

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

- The Contractor who is chosen to install the product must provide a turn-key installation which includes clean-up from associated installation.
- The Contractor who is chosen must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.
- Provide complete Specialty Graphics, Signage and Wayfinding as outlined here-in (scope of work) and stipulated on documents

To be considered a responsible Offer, the Contractor must have successfully completed previous graphics projects with similar scope of work and quality requirements to the project being quoted. At minimum, potential Contractors are to have at least five (5) years' experience with providing "turnkey" signage and graphics for buildings of similar size and configuration to Football Training Facility.

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

A Pre-Proposal Conference will be held at the University on **12/22/2015**. Please see Section 3.3 for additional information.

The Scope of Services is further defined in Attachment A, Scope of Services, and Drawings in Attachment B and includes the following Attachments:

#### **Attachments**

Attachment A	Scope of Services
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**DRAWING INDEX**

## COVER

1: PROJECT BID STANDARDS	A31: SPORTS MEDICINE GRAPHICS
2: PROJECT SCOPE-1ST FLOOR	SECOND FLOOR COVER
3: PROJECT SCOPE-2ND FLOOR	B1: OUTSIDE THE LINES DISPLAY
1ST FLOOR COVER	B2: ACADEMIC CENTER
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A3: ILLUMINATED LETTERING	B5: RECEPTION GRAPHIC
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A4.2: MANNEQUIN DISPLAY / SEATING	B8: POSITION ROOMS
A4.3: MANNEQUIN DISPLAY / SEATING	B9: TEAM ROOM GRAPHICS / BRANDING
A5: IMPACT WALL / SECRETARIAT	B10: OFFICE ENTRY GRAPHICS
A6: COLUMN DISPLAY CASES	B11: OFFICE HALLWAY DISPLAYS
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A14: HIGH PERFORMANCE GRAPHICS	S7: POOL SIGNS
A15: HALL GRAPHICS	S8: SIGNAGE OVERVIEW-1ST FLOOR
A16: GAME HIGHLIGHTS DISPLAY	S9: ROOM SIGNS-1ST FLOOR
A17: GREAT MOMENTS DISPLAY	S10: DISCREET SIGNS-1ST FLOOR
A18: BRANDING / BOWL DISPLAY	S11: SLIDER SIGNS-1ST FLOOR
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A20: GEAR DISPLAY	S13: STAIR, FLOOR SIGNS-1ST FLOOR
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A24: ENDCAP GRAPHICS	S17: SIGNAGE OVERVIEW-2ND FLOOR
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A26: BARBER SHOP GRAPHICS	S19: DISCREET SIGNS-2ND FLOOR
A27: UTILITY HALL GRAPHICS	S20: SLIDER SIGNS-2ND FLOOR
A28: STRENGTH ROOM - WEST	S21: SLIDER SIGNS-2ND FLOOR
A29: STRENGTH ROOM - NORTH	S22: SLIDER SIGNS-2ND FLOOR
A30: STRENGTH ROOM - EAST	S23: RESTROOM SIGNS-2ND FLOOR
	S24: STAIR, FLOOR SIGNS-2ND FLOOR

The work will be performed under contract with the Construction Manager, Congleton-Hacker Construction Company.

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

Time is of essence with completion of this project and the Contractor must supply the Construction Manager a detailed plan for their production on the project within 10 calendar days of Contract Award. Please note that this plan must be compatible and complimentary to the Project Schedule.

**2.2 Background Information**



The new Kentucky Football Training Center is being constructed on the south end of the Nutter Indoor Field House. When complete, all of the football operations, training facilities, coaches offices, player locker/lounge area, dining facilities, and academic facilities will be located together, adjacent to the competition facility of Commonwealth Stadium.



## 2.3 University Information

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

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to nearly 29,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 16 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK research expenditures were more than \$361 million last year. UK attracted \$236 million in research grants and contracts from out-of-state sources. With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

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

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

roughly 19,000 discharges to more than 34,300 discharges in 2012, including more than 27,500 surgeries.

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

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

### 3.0 PROPOSAL REQUIREMENTS

#### 3.1 Key Event Dates

<b>PHASE 1</b>	
Release of RFP	Dec 16, 2015
Pre-Proposal Conference at 10:00 AM	Dec 22, 2015
Deadline for Written Questions Phase 1	Jan 5, 2016
Final Addendum	Jan 8, 2016
RFP Proposals Due Date at 3:00 PM	Jan 15, 2016
Evaluation of Phase 1 Proposals	Jan 21, 2015
<b>PHASE 2*</b>	
Notification of Phase 2 Finalist	Jan 22, 2016
Offeror Presentations from Phase 2 Finalist	Jan 29, 2016
Contract Award	Week of Feb 8, 2016

\*projected dates

#### 3.2 Offeror Communication

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

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

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

Mr. Mike Mudd  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
411 S. Limestone  
Lexington, KY 40506-0005  
Phone: (859) 257-5409  
Fax: (859) 257-1951  
E-mail: [mikemudd2@uky.edu](mailto:mikemudd2@uky.edu)

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

### **3.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on **Tuesday, December 22, 2015 at 10:00 am** for field contractors at Nutter Field House, located at 1401 Sports Center Drive, Lexington, KY 40506 on the campus of the University of Kentucky. Nutter Field House is located next to Commonwealth Stadium. This conference is to allow prospective contractors an opportunity to ask questions, and clarify the University's expectations. Please allow extra time for travel as it may be difficult to find parking space. Parking will be provided in the lot south of Nutter Field house. Decisions and clarifications discussed at this meeting will not be incorporated into the bid documents unless submitted in writing. For directions see the following Web Site: <http://ukcc.uky.edu/cgi-bin/dynamo?maps.391+campus+0285>

Attendance at the Pre-Bid Conference is optional. At this conference the scope of services will be discussed in more detail and will include an opportunity to visit the site.

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

### **3.4 Offeror Presentations**

All Phase 2 Finalists shall be required to make a presentation to the evaluation committee. The interviews are tentatively scheduled to be held on **Friday, Jan 29, 2016**. Actual interview times for the Phase 2 finalist will be scheduled at a later time. Also, an agenda for the Phase 2 finalist will be issued prior to the interviews.

### **3.5 Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

### **3.6 Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

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

### **3.7 Proposal Submission and Deadline**

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

- One (1) electronic copy on compact disk or thumb drive and five (5) printed copies of each **technical proposal** under a sealed cover
- One (1) electronic copy on compact disk or thumb drive and five (5) printed copies of the **financial proposal** under separate sealed cover

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

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

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

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

### **3.8 Modification or Withdrawal of Offer**

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

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

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

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

### **3.10 Rejection**

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

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

### **3.11 Addenda**

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

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

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

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

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

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

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



**3.14 Cost of Preparing Proposal**

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

**3.15 Disposition of Proposals**

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

**3.16 Alternate Proposals**

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

**3.17 Questions**

All questions should be submitted in writing to Mike Mudd, Purchasing Officer, no later than **Jan. 5, 2016**. Please address e-mail to [mikemudd2@uky.edu](mailto:mikemudd2@uky.edu) and to [sbowlin@uky.edu](mailto:sbowlin@uky.edu).

**3.18 Section Titles in the RFP**

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

**3.19 No Contingent Fees**

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

**3.20 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

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

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

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

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

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

### **4.3 Transmittal Letter**

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

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

#### **4.4 Executive Summary and Proposal Overview**

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

#### **4.5 Criteria 1 - Offeror Qualifications**

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

- a) Please provide a brief narrative describing the history of your company. Identify the ownership of your company, Include supplemental information if joint venturing and/or specialty tier vendors/contractor(s).
- b) Please provide the Offerors qualifications for performing the work described in this RFP including specification requirements.

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

- c) Provide resumes or a description of the graphic and display artisans who will be performing the artistic design solutions to include portfolios of a minimum of five (5) projects which have been completed which demonstrates their design abilities.
- d) Provide resumes or a description of the skilled craftsman who will be fabricating and installing the graphic designs to include portfolios of a minimum of five (5) projects which have been completed which demonstrates their craftsmanship abilities.

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

- e) Do you have the personnel to support the work required for the services described in this RFP?
- f) Provide the number of employees required to perform the work.
- g) Do you have the type of equipment and amount of equipment to support the work required for this project? Provide a list of the equipment owned by the company and list the equipment to be used to service the Football Training Facility.
- h) Also, please provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP, including Section 2.1 and 7.0 of this RFP, the specifications and Drawings to meet an aggressive implementation schedule.

- i) Included as an Attachment G to this RFP is a "Determination of Responsibility" form. Please complete the form and include with the Proposal.

#### **4.6 Criteria 2 – Services Defined**

- a) Provide a brief statement explaining how your company will accomplish the services described in this RFP. In the statement, please describe each phase of the work, (design, installation, training and after warranty service) include the staffing levels and frequency of the types of services required.
- b) What support will your company require from the University of Kentucky?
- c) Provide information on the capabilities of the system, the function of the overall system and each of its components and the ways in which the components are integrated.
- d) Provide information on the scalability of the system and each of its components.
- e) Please describe the warranty that your firm provides. Explain what is covered and what is not covered. Also, does it include labor?

#### **4.7 Criteria 3 – Financial Proposal**

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

#### **4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule**

- a) Please describe the schedule for this project and indicate how your firm proposes to meet the schedule for the completion of this project.
- b) Provide evidence of the Company's experience in similar work as described in this RFP. Contractor shall submit a list of five (5) installations in buildings of approximately the same as Football Training Facility that have been done within the last 5 years. This list should include names & phone numbers of the contacts.
- c) Offerors are to provide references, with type of system, location, and current contact names and phone numbers for those who were responsible for the selection of the product.

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

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

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

## 5.0 EVALUATION CRITERIA PROCESS

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

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

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

The relative importance of the criteria is defined below:

### **Primary Criteria**

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

### **Secondary Criteria**

- Other Additional Services

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

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

## 6.0 Terms and Conditions

6.1 **General Conditions** The General Conditions are Included within Attachment I.

6.2 **Special Conditions** The Special Conditions are included within Attachment J.

### 6.3 **Bonding**

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

6.4 **Prevailing Wages** The Prevailing Wage Determination for this RFP is attached as Attachment D.

### 6.5 **Competitive Negotiation**

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

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

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

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

### 6.6 **Additions, Deletions or Contract Changes**

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

### 6.7 **Contractor Cooperation in Related Efforts**

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

**6.8 Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

**6.9 Appearance Before Committee**

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

**6.10 Termination for Convenience**

Please refer to Attachment I, General Conditions.

**6.11 Termination for Non-Performance**

Please refer to Attachment I, General Conditions

**6.12 Funding Out**

Not Used

**6.13 Prime Contractor Responsibility**

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

**6.14 Assignment**

The contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

**6.15 Permits, Licenses, Taxes and Commonwealth Registration**

Please refer to Attachment I, General Conditions

**6.16 Attorneys' Fees**

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

**6.17 Patents, Copyrights and Trademarks**

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

**6.18 Indemnification**

Please refer to Attachment I, General Conditions.

**6.19 Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

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

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

**6.20 Method of Award**

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

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

**6.21 Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.



**6.22 Reports and Auditing**

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

**6.23 Confidentiality**

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

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

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

**6.24 Conflict of Interest**

This RFP and any resulting contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct ([www.uky.edu/Legal/ethicscode.htm](http://www.uky.edu/Legal/ethicscode.htm)). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror.

A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

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

**6.25 Extending Contract**

Not Used.

**6.26 Personal Service Contract Policies**

Not Used

**6.27 Copyright Ownership and Title to Designs and Copy**

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

**6.28 University Graphic Standards**

Please refer to this project specifications and drawings.

**6.29 Printing Statutes**

Refer to this project drawings. Specification information is included throughout the drawings.

**6.30 Damaged or Inferior Material**

Please refer to Attachment I, General Conditions.

**7.0 FINANCIAL OFFER SUMMARY**

**7.1 Base Bid**

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

FOR THE LUMP SUM OF \_\_\_\_\_  
 \_\_\_\_\_ (USE WORDS)  
 \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS.  
 \_\_\_\_\_ (USE WORDS) \_\_\_\_\_ (USE WORDS)  
 (\$ \_\_\_\_\_ )  
 \_\_\_\_\_ (USE FIGURES)

**7.2 Unit Pricing**

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

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

DESCRIPTION OF WORK	UNIT PRICE
---------------------	------------

- Unit prices to include cost of items by page:
- A1: EXTERIOR LETTERING
  - A2: DONOR RECOGNITION / LOGO
  - A3: ILLUMINATED LETTERING
  - A4: MANNEQUIN DISPLAY / SEATING
  - A5: IMPACT WALL / SECRETARIAT
  - A6: COLUMN DISPLAY CASES
  - A7: EXPERIENCE ROOM
  - A7.1: PARTITION GRAPHICS
  - A8: TRAINING TABLE
  - A9: BRANDING
  - A10: NFL INTERACTIVE DISPLAY
  - A11: STADIUM DISPLAY
  - A12: RECOGNITION DISPLAY
  - A13: SEC BRANDING
  - A14: HIGH PERFORMANCE GRAPHICS
  - A15: HALL GRAPHICS
  - A16: GAME HIGHLIGHTS DISPLAY
  - A17: GREAT MOMENTS DISPLAY

A18: BRANDING / BOWL DISPLAY  
A19: GAME SCHEDULE / HIGHLIGHTS  
A20: GEAR DISPLAY  
A21: LOUNGE GRAPHIC  
A22: DIGITAL SCHEDULE / MESSAGING  
A23: LOCKER GRAPHICS  
A24: ENDCAP GRAPHICS  
A25: CEILING LOGO  
A26: BARBER SHOP GRAPHICS  
A27: UTILITY HALL GRAPHICS  
A28: STRENGTH ROOM - WEST  
A29: STRENGTH ROOM - NORTH  
A30: STRENGTH ROOM - EAST  
A31: SPORTS MEDICINE GRAPHICS  
B1: OUTSIDE THE LINES DISPLAY  
B2: ACADEMIC CENTER  
B3: SEC OF THE YEAR DISPLAY  
B4: RECEPTION BRANDING  
B5: RECEPTION GRAPHIC  
B6: RECEPTION LOGO  
B7: MEETING ROOMS HALL  
B8: POSITION ROOMS  
B9: TEAM ROOM GRAPHICS / BRANDING  
B10: OFFICE ENTRY GRAPHICS  
B11: OFFICE HALLWAY DISPLAYS  
B12: HEAD COACH RECEPTION  
S1: ROOM, DISCREET, NAMING SIGNS  
S2: SLIDER, EXTERIOR SIGNS  
S3: RESTROOM SIGNS  
S4: STAIR SIGNS  
S5: FLOOR SIGNS  
S6: GATE SIGNS  
S7: POOL SIGNS  
S8: SIGNAGE OVERVIEW-1ST FLOOR  
S9: ROOM SIGNS-1ST FLOOR  
S10: DISCREET SIGNS-1ST FLOOR  
S11: SLIDER SIGNS-1ST FLOOR  
S12: RESTROOM SIGNS-1ST FLOOR  
S13: STAIR, FLOOR SIGNS-1ST FLOOR  
S14: EXTERIOR SIGNS-1ST FLOOR  
S15: SIGNAGE-INTERMEDIATE FLOOR  
S16: SIGNAGE-INTERMEDIATE FLOOR  
S17: SIGNAGE OVERVIEW-2ND FLOOR  
S18: ROOM SIGNS-2ND FLOOR  
S19: DISCREET SIGNS-2ND FLOOR  
S20: SLIDER SIGNS-2ND FLOOR  
S21: SLIDER SIGNS-2ND FLOOR  
S22: SLIDER SIGNS-2ND FLOOR  
S23: RESTROOM SIGNS-2ND FLOOR  
S24: STAIR, FLOOR SIGNS-2ND FLOOR

**7.3 List of Proposed Subcontractors**

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

DIVISION OF WORK      NAME AND ADDRESS OF SUBCONTRACTOR

_____	_____
_____	_____
_____	_____
_____	_____

**7.4 List of Materials and Equipment**

MATERIALS AND EQUIPMENT      BRAND OR MANUFACTURER

<u>Adhesives</u>	_____
<u>Laminates</u>	_____
<u>Acrylics</u>	_____
<u>Metals</u>	_____
_____	_____
_____	_____