

# NOTICE

Receipt of this Request For Proposal must be acknowledged upon receipt!

**Acknowledgements should be sent via  
email to:**

[Terry.cutler@louisville.edu](mailto:Terry.cutler@louisville.edu)

**Attention: Terry L. Cutler**

**Include: Name, Company Name, Address, Telephone Number,  
and Email address on all acknowledgements**

**Failure to acknowledge receipt may disqualify any submitted  
proposal.**



# REQUEST FOR PROPOSAL

<b>REQUEST FOR PROPOSAL:</b>	<b>RP-070-19</b>
<b>DATE ISSUED:</b>	<b>February 15, 2019</b>
<b>TITLE:</b>	<b>Management Agreement for Student Housing</b>
<b>PROCUREMENT OFFICER:</b>	<b>Terry L. Cutler</b>
<b>PHONE NUMBER:</b>	<b>502-852-4276</b>
<b>METHOD OF AWARD:</b>	<b>COMPETITIVE NEGOTIATION</b>

The University of Louisville’s – Department of Procurement Services will receive sealed Proposals at the address listed herein until the time and date shown below.

### RETURN ADDRESS:

#### **Deliver By U.S. Mail:**

Department of Procurement Services  
University of Louisville  
Louisville, KY 40292

#### **Delivery by Courier or Overnight Carrier:**

University of Louisville  
Department of Procurement Services  
2215 S. Brook Street  
Louisville, KY 40208

### **PROPOSALS MUST BE RECEIVED NO LATER THAN: 3/21/19 @ 2:00 PM EST**

Proposals will not be opened and read publicly. Proposals and any subsequent negotiations shall be held confidential until a final contract agreement is awarded, at which time the file shall be made a matter of public record and may be reviewed by any requesting party.

#### **AUTHENTICATION OF PROPOSAL 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 in the Offeror (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 Request for Proposal covering University of Louisville’s - Department of Procurement Services, **RP-070-19** have been arrived at by the Offeror independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal(s) have not been communicated by the Offeror or its employees or agents to any persons not an employee or agent of the Offeror or its surety; on any bond furnished with the proposal(s) and will not be communicated to any such person prior to the official proposal(s);
4. That the Offeror is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.325, 45A.330 to 45A.340, 45A.990 and 164.821(7).
5. 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 awarded. Furthermore, Offeror is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
6. That I have fully informed myself regarding the accuracy of the statements made above.

#### **NOTICE**

1. Any agreement of 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 bidding, or otherwise, is prohibited.
2. Any firm/person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000) not more than ten thousand dollars (\$10,000), or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment.

**In submitting this proposal, it is expressly agreed that, upon acceptance by the Department of Procurement Services of any or all items/services proposed, a contract shall thereby be created to the awarded proposer with respect to the items/services accepted.**

<b>Name of Company:</b>		<b>Date:</b>
<b>Address:</b>		<b>Phone:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Payment Terms:</b>	<b>This offer is valid for _____ calendar days from the date this proposal is received</b>	<b>E-Mail Address:</b>
		<b>Web Address:</b>
<b>Shipping Terms:</b> FOB Destination, Freight Prepaid and Added to Invoice	<b>Print Name:</b>	
<b>Federal Employer ID:</b>	<b>Signature:</b>	

**FAILURE TO SIGN AND RETURN THIS COVER SHEET SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE**

**NO BID RESPONSE**

**RP Number:** RP-070-19

Please be advised that our company does not wish to submit a proposal in response to the above-mentioned proposal for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large or small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Title

Please return to:	University of Louisville Department of Procurement Services Service Complex Bldg Louisville, KY 40292
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## **Table of Contents**

### **1.0 DEFINITIONS**

### **2.0 GENERAL OVERVIEW**

- 2.1 Intent and Scope
- 2.2 Residential Room Requirements
- 2.3 Parking Requirements
- 2.4 Campus Housing Information
- 2.5 University Information

### **3.0 PROPOSAL REQUIREMENTS**

- 3.1 Key Event Dates
- 3.2 Landlord Communication
- 3.3 Landlord Presentations or Site Visitation
- 3.4 Preparation of Offers
- 3.5 Proposed Deviations from the RFP
- 3.6 Proposal Submission and Deadline
- 3.7 Addenda
- 3.8 Disclosure of Response
- 3.9 Restrictions on Communication with University Staff
- 3.10 Cost of Preparing Proposal
- 3.11 Disposition of Proposals
- 3.12 Questions
- 3.13 Section Titles in the RFP
- 3.14 No Contingent Fees

### **4.0 PROPOSAL FORMAT AND CONTENT**

- 4.1 Proposal Information and Criteria
- 4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form
- 4.3 Transmittal Letter
- 4.4 Executive Summary and Proposal Overview
- 4.5 Criteria

### **5.0 EVALUATION CRITERIA PROCESS**

### **6.0 SPECIAL CONDITIONS**

- 6.1 Contract Term
- 6.2 Effective Date
- 6.3 Competitive Negotiation
- 6.4 Appearance before Committee
- 6.5 Acceptance or Rejection of Proposals
- 6.6 Additions, Deletions, or Contract Changes
- 6.7 Contractor Cooperation in Related Efforts
- 6.8 Entire Agreement
- 6.9 Governing Law
- 6.10 Termination for Convenience

## **Table of Contents**

- 6.11 Termination for Non-Performance or Violations
- 6.12 Prime Contractor Responsibility
- 6.13 Assignment
- 6.14 Permits, Licenses, Taxes and Commonwealth Registration
- 6.15 Attorneys' Fees
- 6.16 Patents, Copyrights, and Trademarks
- 6.17 Indemnification
- 6.18 Insurance
- 6.19 Method of Award

### **7.0 FINANCIAL OFFER**

### **8.0 OTHER TERMS AND CONDITIONS**

- 8.1 Authority to Contract
- 8.2 Amendments to RFP
- 8.3 Proprietary Information
- 8.4 RFP Protests
- 8.5 Fiscal Funding Out Clause
- 8.6 Conflict of Interest
- 8.7 Kentucky Campaign Laws
- 8.8 Eligibility to Participate
- 8.9 Treatment of Personal Information
- 8.10 ADA Compliance
- 8.11 Supplier Certification

### **ATTACHMENT A**

Housing Standards and Design

## 1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Louisville prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

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

The terms "offer" or "proposal" means the Contractor's response to this Request for Proposal.

The term or "Proposer" means the entity of Contractor group submitting proposal.

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

The term "Purchasing Agency" means the University of Louisville, Procurement Office, 2215 S. Brook Street, Louisville, KY 40208.

The term "Purchasing Official" means the University of Louisville's appointed contracting representative.

The term "Responsible Contractor" means a person, company, or corporation who 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 Contractor 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; and adversarial relationship between the Contractor 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 Contractor.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means University of Louisville.

## 2.0 GENERAL OVERVIEW

### 2.1 Intent and Scope

The University of Louisville (UofL) is soliciting proposals to secure and manage approximately 420 beds in suite style housing for students within one structure (facility) beginning fall 2021. The University will not guarantee occupancy but will pledge to the successful Contractor, as “Minimum Rents” all amounts received from students with active leases for the beds.

Facility availability will be for a term beginning August 1, 2021. The term of the management agreement will be for one (1) ten year period, with two (2) ten (10) year renewals, to be exercised at the discretion of the University.

The University is mandating the location of the facility be in close proximity to the resident student dining hall, the Ville Grill, and the Student Recreation Center. UofL offers to designate University Honors Program resident housing to this location. Honors space will need to accommodate staff offices, student organization space, a study room, and classrooms. Additionally, current student feedback indicates a strong desire for a national retail chain store in close proximity to the housing facility.

The property must pass inspection by the State of Kentucky Housing, Building, and Construction Office and the University Fire Marshal.

University shall be obligated for the following:

- Billing and Collection of all fees (cash collected) from students
- Transmitting all cash collections to Lessor within 30 days of month end
- Managing the lease process, including room assignments and changes and provide lease agreement to be signed by student tenant
- Advertise and market the property on par with other university owned housing stock- including websites and during new student orientation
- Use all reasonable efforts to fill the property (within University guidelines)
- University shall manage the project in accordance with university policies and be reimbursed for doing so as a project expense.
- If “Minimum Rents” fall below an agreed upon threshold, the University will pay “Additional Rents” to meet that threshold. Additional Rents are defined as the dollar difference between an agreed upon amount and the Minimum Rents collected.
- Additional Rents paid by the university shall be repaid from subsequent year project surpluses.
- Assign the number of students and management personnel, including a Hall Director and RAs in non-revenue spaces, to be located on the property of the contractor and will manage the student population and coordinate with the management personnel of the Contractor. These rooms are to be included in the allocation of 420 students and funded by revenue from the facility.
- All maintenance of the property to be up to standards set by the University or an option for the University to maintain the property and be reimbursed from facility revenues.
- The Contractor is required to abide by the KRS statutes concerning renting apartments to the students, including a mandatory thirty (30) day cancellation clause.
- The University is willing to consider innovative co-management and revenue sharing alternatives.

Contractor shall provide at no additional cost:

- Provide all rooms in one complex
- Sufficient lighting and safety measures in all parking areas
- ADA guidelines and all applicable building codes as enforced by the Kentucky Housing, Building, and Construction Office and the University of Louisville Fire Marshal
- All utilities (trash, gas, electric, water, data access for computers, basic cable TV or a tie in to the campus cable/streaming service for a nominal fee) for the period of the lease and Contractor will absorb any rate increases or errors in usage. Any utilities that are not included must be detailed in the response to this RFP.
- Sufficient laundry facilities and maintenance of all laundry equipment or a tie in to the campus laundry contract for a nominal fee.
- Adequate safety measures to ensure the safety of the students, including proper safety equipment such as smoke detectors and sprinkler systems. Proper evacuation notices shall be posted in each room occupied by students.
- Proper maintenance personnel for sufficient operation of the student occupied facility. Maintenance personnel shall maintain and wear proper forms of identification and announce their presence before entering a student's room. The University will address complaints from students to Contractor's management and violations by the contractor may result in termination of the student sub-lease or ceding maintenance to the University with an accompanying charge for such service.

The University requires that all rooms assigned to students be contained in buildings or areas that will be 100% occupied by University of Louisville students.

Throughout the term of the management agreement, initial housing design and any subsequent design changes must be mutually agreed upon in writing between the University and the Contractor. Reference Attachment A, Housing Standards and Design, to be used as a guideline so as to be consistent with existing University standards.

In the event that the Contractor desires to transfer ownership of the building, Contractor agrees to provide the University with the first right of refusal which shall not exceed the fair market value of the asset. Fair market value will be determined by qualified real estate appraiser(s) selected by the University.

Each group of students assigned to live at the Contractor's facility are required to maintain their own living areas. Maid or custodial services will not be required of the Contractor.

Damage to rooms and contents other than normal wear and tear will be charged to the student. Room inspections will be performed by University personnel prior to students occupying the room and prior to students moving out.

Students will be subject to meal plans in accordance with University guidelines.



## 2.2 Residential Room Requirements

A suite style residence hall with a desk operation staffed by the University is required. There should be only one entry point for all residents who must pass through the desk area for safety reasons. All suite doors must default to a lock mode at all times. There should be no way for any retail patrons of this project to freely enter the residential facility from the street level.

Room styles:

- Suite doubles (2 residents in one room and 2 residents in another) with a dividing partial wall between residents, all these bathrooms must have a separate door for the toilet and shower areas. 294 maximum units
- Suite singles (each resident has their own bedroom but shares a bathroom) 105 maximum units
- Private rooms (self-contained bedroom and bathroom for one person) 19 maximum units
- A 1:35 minimum ratio for RA rooms (private rooms) to resident rooms and the RA rooms need to be in the center of the residents for which they are responsible. Twelve (12) RA rooms are needed (to come from the 19 private room count)
- One (1) Staff Hall Director, two (2) bedroom apartment is required.

**NOTE:** RA Rooms, Staff Hall Director Apartment, and all public areas (i.e. Honors Classroom, Staff Offices, etc.) are non-revenue generating space.

Facility Requirements:

- 5-6 stories (in line with Old Louisville sightlines) with elevators
- The first floor common area space should have the following identified:
  - Front Desk/Reception space
  - RA Workroom/space
  - Reception seating area (minimum seating for 6 people)
  - General storage closet/space
  - Modern Common Area Kitchen that allows at minimum 20 people to gather to eat:
    - Stove/oven
    - Microwave
    - Ice Dispenser
    - Pot filler
    - Commercial Style Deep Sink (3 compartments)
    - Open Cabinetry/Storage
    - Workable counter space surface
  - Laundry Room
  - Vending
  - Entertainment Space that can accommodate
    - TV Lounge
    - Pool Table, Ping Pong, Fuse Ball, Designated Video Gaming Area, Air Hockey, etc.
- A kitchen on every floor as well as a common living area.
- Sufficient laundry facilities and maintenance of all laundry equipment
- Trash/Recycling Room – no trash chutes
- Two (2) separate study spaces per floor that should accommodate a minimum workspace/seating for six (6) people, a whiteboard, and TV with HDMI/Coaxial input)

Consideration for a pod style concept (8-12 residents in suites linked together with a common kitchen and living area). If developed, there would be no need for the kitchen and common living area on each floor.

- A centralized desk and one exterior entrance from the street not accessible from the exterior entrances of any retail operations
- Compliance with University of Louisville campus standards for construction and maintenance
- Honors Space
  - Honors Space to be established at 4500 Sq. ft., to include twelve (12) offices, two (2) restrooms, and a meeting room/lobby area
  - Two Classrooms at 1500 Sq. ft. each

## 2.3 Parking Requirements

Contractor will be required to meet code requirements and provide adequate parking for the resident students and the commercial component, as well as hourly pay parking spaces. A minimum of six hundred (600) parking spots will be required. It is highly desirable that the parking structure be located on one of these two locations, both of which are owned by the University:

Option 1: Lot located on Cardinal Boulevard, west of 4<sup>th</sup> Street. For reference, there are currently 1293 parking spaces.

OR

Option 2: Lot located at the corner of South 3<sup>rd</sup> Street and Brandeis Avenue. There are currently 168 parking spaces.

Additionally, the streetscape in front of the parking structure must have a retail or residential space.

**\*\*\*Contractor must submit a proposal utilizing Option 1 and Option 2 (total of 2 distinct options) OR one of their own choosing.\*\*\***

## 2.4 Campus Housing Information

### **Mission:**

Campus Housing promotes a safe, convenient, inclusive and healthy living-learning environment, providing opportunities that engage students, facilitate student and faculty connections and encourage student success.

### **Vision:**

Campus Housing provides a robust program that offers a variety of unique living environments to meet students' needs as they progress through their career with the university, supporting the overall academic goals of the institution.

Campus Housing has approximately 3700 beds across two campuses, Belknap and HSC. We own 1350 beds, manage 1250 beds on behalf of the Foundation, and Master Lease an additional 1100 beds from a private partner. This RFP, along with the planned demolition/renovation of Miller and Threlkeld Halls, is anticipated to grow the residential population by 776 beds over the next 5 years.

## 2.5 University Information

The University of Louisville 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 seven 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 of Louisville Hospital. The 243-acre Shelby Campus is located in eastern Jefferson County.

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

1. teaching diverse undergraduate, graduate, and professional students in order to develop engaged citizens, leaders, and scholars,
2. practicing and applying research, scholarship and creative activity, and
3. 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 nationally recognized metropolitan research university.

Additional information about the University of Louisville is available at [www.louisville.edu](http://www.louisville.edu)

### 3.0 PROPOSAL REQUIREMENTS

#### 3.1 Key Event Dates\*

Release of RFP	February 15, 2019
Deadline for written questions	February 26, 2019
RFP proposals due	March 21, 2019
Shortlist announcement	Week of March 25, 2019
Proposer presentations	Week of April 1, 2019
Letter of Intent	Week of April 15, 2019

\*All Dates are Subject to Change

#### 3.2 Contractor Communication

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) are directed to the appropriate persons within the Contractor's firm, each Contractor 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 Contractor. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Contractor. Without the prompt information, any communication shortfall shall reside with the Contractor.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- Email 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:

Terry L. Cutler  
Procurement Services  
University of Louisville  
Service Complex Building  
2215 Brook Street  
Louisville, KY 40208  
Phone: (502) 852-4276  
Fax: (502) 852-7160

E-mail: [terry.cutler@louisville.edu](mailto:terry.cutler@louisville.edu)

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

### 3.3 Contractor Presentations or Site Visitations

Contractors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee. Members of the evaluation committee may visit the proposed site facility.

### 3.4 Preparation of Offers

Contractor is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Contractor will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Contractor'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 contained in a single volume except as otherwise specified.

An electronic version of the RFP is available through the University of Louisville Procurement Services web site: <http://www.louisville.edu/purchasing/>

### 3.5 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: Contractors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

### 3.6 Proposal Submission and Deadline

Proposers must provide Ten (10) Printed Copies, including one (1) original AND Ten electronic copies on flash drive of each proposal under a sealed cover, prior to **2:00 P.M., March 21, 2019** Louisville, KY time on date as specified in Section 3.1 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.2 Proposer Communication.

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

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the Proposer on the face of the envelope.

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

### 3.7 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.

### 3.8 Disclosure of Response

This Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The University will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff and counsel, 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 Proposers in response to this RFP as a matter of public record.

The Kentucky Open Records Law limits the University's ability to withhold proposal and bid information and data. If a submittal contains trade secrets that a Proposer does not want disclosed to the public or used by the University for any purpose other than evaluation of the Proposer's eligibility, each page (both hard copy and electronic) containing such information must be marked with the designation "Confidential". The University agrees that if an Open Records request is made for disclosure of information so classified, it will notify the submitter of such information so that the submitter will have an opportunity to legally challenge the University's obligation to disclose such information. The University makes no warranty that trade secret material, or other material deemed confidential submitted by the Proposer, will remain undisclosed due to the Open Records request and makes no commitment to deny or defend an Open Records request or lawsuit except to give notice as set forth above. Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

### 3.9 Restrictions on Communication with University Staff

From the issue date of this RFP until a Contractor is selected and a contract award is made, Proposers 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, or others authorized in writing by the Purchasing Office and
- University representatives during Proposer presentations.

If violation of this provision occurs, the University reserves the right to reject the proposal.

### 3.10 Cost of Preparing Proposal

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

### 3.11 Disposition of Proposals

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

### 3.12 Questions

Any Proposer requesting clarifications to this Request for Proposal may submit their questions, in writing, for official response by the University. Questions should be submitted via email to Terry Cutler at [terry.cutler@louisville.edu](mailto:terry.cutler@louisville.edu) no later than February 26, 2019. The University will provide a written response to all questions received by the stated date and time, by way of an addenda and posted on the Purchasing website - <http://louisville.edu/purchasing/bids>.

### 3.13 Section Titles in the RFP

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

### 3.14 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 Proposer or bona fide established commercial or selling agencies maintained by the Proposer 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.

### 3.15 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 Proposer. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

The University reserves the right to reject all submittals for any reason.

## 4.0 PROPOSAL FORMAT AND CONTENT

### 4.1 Proposal Information and Criteria

In addition to the previously stated requirements above, the following list specifies the items to be addressed in the proposal. Proposers should read it carefully and address it completely and **in the order listed** to facilitate the University's review of the proposal.

#### Submittal Requirements:

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria response

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

The Contractor will sign and return the proposal cover sheet and print or type her/his 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 his/her 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 Contractor.

### 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 Contractor. It shall include:

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

Note: Contractor shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.



#### 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

- Criteria 1: Availability, Location and Quality of Facility & Parking Structure
- Criteria 2: Financial Offer and Lease Proposal Form
- Criteria 3: Contractor Facility and Qualifications
- Criteria 4: Retail Offering

##### **Criteria 1: Availability, Location, and Quality of Facility**

1. What is the address of the proposed facility?
2. Verify that the facility will be available on August 1, 2021 and include the number of rooms available.
3. Provide a description and drawings of the proposed facility.
4. Provide a description and drawings of the proposed parking structure.

##### **Criteria 2: Financial Offer**

The Financial Offer shall include all utilities listed in Section 2.1 with the exception of long distance services.

Include a statement acknowledging the requirements and terms as stated within the body of this RFP. Identify any such terms or issues you believe would make it difficult to execute a mutually acceptable agreement and why they would create a difficulty.

##### **Criteria 3: Contractor Facility and Qualifications**

1. Describe the facility that you are proposing. Provide a scaled or dimensioned floor plan showing the interior layout of the buildings to include walls, doors, windows, and columns and any other structural considerations that may affect design of the interior space. What is the square footage of the facility?
2. Please review Section 2.1, Intent and Scope, of this RFP and verify that the Offer complies with the items describe under the heading “Contractor shall provide at no additional cost”.
3. Please verify how the Contractor /University will have access to the students assigned to its facility on a 24-hour emergency basis. There shall be no lock down where a student cannot enter the facility.

4. Describe the Contractor commitment to student safety and verify that the facility meets all federal, state, city and any other applicable regulations. Describe how the facility will be upgraded and how safety conditions are met.
5. Please provide the addresses, telephone and fax number of the service office that will provide the services described in this RFP and a brief narrative describing the history of your company. Identify the number of employees in your company, the ownership and if the company has ever filed for bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the company? If so, please describe.
6. Provide the name, title and experience of the person who will be the primary contact for the University account. Please include position descriptions identifying duties, tasks, responsibilities as well as resumes for the key personnel dedicated to the University of Louisville program.
7. Describe any agreements of this type your firm has entered into with other Universities and provide name and contact information for a maximum of three (3) such agreements.
8. Provide certified audited financial statements including a full set of footnotes as follows:
  - For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years financial statement are not available, this information shall be provided to the fullest extent possible or the reasons why, if they are not available.
  - For a privately held company, when certified audited financial statements are not prepared; a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions.

#### **Criteria 4: Retail Offering**

Describe your national retail chain partner(s) and your capability to offer a retail component in close proximity to the housing facility.

## 5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Senior Associate Vice President, Operations will evaluate all proposals and make their recommendations to the Director of Campus Housing. The evaluation will be based upon the information provided in the initial proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations, if requested.

Proposals must contain responses to each of the criteria, listed in Section 4 even if Proposer's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University. 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 University will evaluate proposals as submitted and may not notify Proposers of deficiencies in their responses.

Proposals will be evaluated in accordance with the requirements set forth in this solicitation, including any addenda that may be issued. The evaluation of responsive proposals shall be completed by the selected evaluation team, which will determine the overall ranking of all responsive proposals. Proposals may then be Shortlisted and these proposers will be requested to make a formal presentation to the University. The University will use the original criteria along with information gathered in Proposer's presentation to make a final award recommendation. This recommendation shall be made to the responsible Contractor whose proposal is determined to be the most advantageous and provides the best value to the University, taking into consideration all evaluation factors set forth in this RFP and any Proposer presentations, which best address the needs of the University.

The relative importance of the criteria is defined below:

Availability, Location & Quality of Facility and Parking Structure	50%
Financial Offer	25%
Contractor Facility and Qualifications	20%
Retail Offering	5%

## **6.0 SPECIAL CONDITIONS**

### **6.1 Contract Term**

Facility availability will be for a term beginning August 1, 2021. The term of the management agreement will be for one (1) ten year period, with two (2) ten (10) year renewals, to be exercised at the discretion of the University.

### **6.2 Effective Date**

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

### **6.3 Competitive Negotiation**

It is the intent of the Request for Proposal (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.

Proposers 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 Proposer'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 Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

### **6.4 Appearance before Committee**

Request for additional information and /or interviews may be required with any Proposer submitting a responsive proposal. The University does however reserve the right to limit any on-campus and /or teleconference interviews to the top two or three evaluated proposals, or may elect to proceed with contract negotiations with the highest evaluated proposal if deemed to be in the best interest of the University and that proposal was clearly the best/only proposal received. Should negotiations with the highest evaluated proposal fail to produce a formalized contract, the University reserves the right to enter into negotiations with the next highest evaluated proposal or cancel the original RFP whichever would best serve the interest of the University. Regardless, all proposals and additional sessions shall be governed by KRS 45A.085.

### **6.5 Acceptance or Rejection of Proposals**

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

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 Request for Proposal.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Proposer's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Proposer to sign the University Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal received after the closing date and time specified in the RFP.

#### 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 Request for Proposal. 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 University and the Contractor 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 Request for Proposal (RFP) shall be incorporated into any resulting Contract. The Contract, including the RFP and those portions of the Proposer's response accepted by the University shall be the entire agreement between the parties.

#### 6.9 Governing Law

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 facility site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

#### 6.10 Termination for Convenience

The University of Louisville, Department of Procurement Services, reserves the right to terminate this contract for its own convenience without cause upon a thirty (30) day written notice to the Proposer. Upon receipt of the University "Notice of Termination", the Proposer shall discontinue all services with

respect to the applicable contract by the date stated in the notification. The Proposer will be compensated for all agreed upon services with respect to the applicable contract. Compensation for services provided by the Proposer will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination" and a fixed fee contract will be pro-rated (as appropriate).

#### 6.11 Termination for Non-Performance or Violations

##### TERMINATION OF CONTRACT FOR NON-PERFORMANCE

The Director of Procurement Services may terminate this contract for non-performance, as determined by the University. Such causes could include, but 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 Proposer.
- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact if said petition in order that Contractor might during the sixty (60) days period have the opportunity to seek dismissal if the involuntary petition or otherwise cure said potential default.
- 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.

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 ten (10) calendar days, the Director of Purchasing may terminate the contract by giving a thirty (30) day notice, by registered or certified mail, of its intent to cancel this contract.

##### TERMINATION OF CONTRACT FOR CONTRACTOR VIOLATIONS

- Failure by Contractor for violations including but not limited to:
  1. Commonwealth and University, Conflict of Interest Policies
  2. Commonwealth Campaign Finance Laws
  3. OSHA, Labor and Tax Collection Violations
  4. Governmental Program Certification
  5. Failure to register firm with the Kentucky Secretary of State
  6. Failure to post requested bond if required
  7. Failure to maintain required Insurance

#### 6.12 Prime Contractor Responsibility

Any agreement that may result from the RFP shall specify that the Contractor is solely responsible for

fulfillment of the agreement with the University.

#### 6.13 Assignment

The Contractor shall not assign the agreement in whole or in part without the prior written consent of the University.

#### 6.14 Permits, Licenses, Taxes, and Commonwealth Registration

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 taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor. The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

#### 6.15 Attorneys' Fees

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

#### 6.16 Patents, Copyrights, and Trademarks

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

#### 6.17 Indemnification

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

#### 6.18 Insurance

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

**COVERAGES**

**Workers' Compensation**

**LIMITS**

**Statutory Requirements (Kentucky)**

**Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.**

**\$2,000,000 each occurrence  
(BI & PD combined) \$5,000,000 Products  
and Completed Operations Aggregate**

**Business Automobile Liability, covering owned, leased, or non-owned autos**

**\$2,000,000 each occurrence  
(BI & PD combined)**

**Professional Liability/Errors & Omissions**

**\$1,000,000 each occurrence**

**There may be additional insurance requirements negotiated for inclusion in the affiliation agreement.**

**Type and limits TBD**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Louisville, Procurement Services. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

**6.19 Method of Award**

It is the intent of the University to award a contract to the qualified Proposer 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 contract for any requirements detailed in this document. In addition, any contract awarded as a result of this RFP is contingent upon approval of the University of Louisville and proper authorities of the Commonwealth of Kentucky. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.



**7.0 FINANCIAL OFFER**

7.1 Please provide the cost per student/per month for a lease from August 1, 2021 until June 30, 2022.

- 1 Unit/ 4 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 3 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 2 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 1 Student                    \$\_\_\_\_\_ per student/per month

7.2 Please provide the cost per student/per month for a lease from July 1, 2022 until June 30, 2024.

- 1 Unit/ 4 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 3 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 2 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 1 Student                    \$\_\_\_\_\_ per student/per month

7.3 Please provide the cost per student/per month for a lease from July 1, 2024 until June 30, 2026.

- 1 Unit/ 4 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 3 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 2 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 1 Student                    \$\_\_\_\_\_ per student/per month

7.4 Please provide the cost per student/per month for a lease from July 1, 2024 until June 30, 2028.

- 1 Unit/ 4 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 3 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 2 Students                    \$\_\_\_\_\_ per student/ per month
- 1 Unit/ 1 Student                    \$\_\_\_\_\_ per student/per month

## 8.0 OTHER TERMS AND CONDITIONS

### 8.1 Authority to Contract

Proposer and the Principal signing on its behalf, certify that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in KY, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

### 8.2 Amendments to RFP

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 of Louisville's BID/RFP Purchasing webpage - <http://louisville.edu/purchasing/bids>. 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 of Louisville's BID/RFP Purchasing webpage.

When necessary and as requested the University of Louisville will provide supplemental data via files to the proposer 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 proposer's responsibility to conform the data to fit the needs of their particular software. Proposer may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information.

### 8.3 Proprietary Information

In the event that a response to this RFP contains information which is deemed by a Proposer as being of a proprietary nature, the pages containing such information must be clearly marked as **PROPRIETARY INFORMATION** and placed in a marked envelope. To the extent permitted by law, the University will disclose this information only to the members of the evaluation committee. A Proposer cannot classify any information pertaining to contract terms, experience, proposed products or proposed pricing as proprietary information. All information and material returned with each proposal should become part of any contract, which results from this proposal and will become a public record. All proposals are subject to the Kentucky Open Records Act (KRS 61.881).

### 8.4 RFP Protests

Any actual or prospective Bidder, Proposer, or Contractor who is aggrieved in connection with the solicitation or selection for award of a contract by the University of Louisville, may file a protest via Certified Mail addressed to the Director, Procurement Services, within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. An up to date posting of current awards can be found at [http://louisville.edu/purchasing/bids/awarded\\_bids](http://louisville.edu/purchasing/bids/awarded_bids). All protests must be in writing and must use the phrase "**Request for Proposal Protest**" in the letter. The Director, Procurement Services, shall review all facts presented and render a determination, in writing, promptly to the aggrieved person.

The aggrieved person may appeal the determination in writing via Certified Mail within four calendar days addressed to the Senior Associate Vice President, Operations, who shall promptly issue a ruling in

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writing. A copy of such appeal must also be sent via certified mail to the Senior Associate Vice President Operations' designee. The ruling of the Senior Associate Vice President, Operations, shall be the final action on behalf of the University.

In the event of a bid protest, the University may notify the successful Proposer to suspend the contract/order while the protest is being reviewed. Depending on the outcome of the protest, the contract/order may be cancelled or confirmed. Any questions regarding this procedure should be addressed to the Director, Procurement Services, (502) 852-8223.

#### 8.5 Fiscal Funding Out Clause

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, though 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 in University policy and/or the way business are conducted regarding contracted services.

#### 8.6 Conflict of Interest

Any Proposer responding to this Request for Proposal are required to disclose any potential conflict of interest. If the owner of the bidding firm is related to a University of Louisville employee, that relationship must be disclosed in writing and made a part of the bid response. Definition Related Person: Related person to a University employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the University employee has actual knowledge that such relative is likely to or will benefit from a particular University transaction.

#### 8.7 Kentucky Campaign Laws

By signing this proposal document, the Proposer's representative certifies that neither he/she nor any member of his/her immediate family hold an interest of 10% or more in any business entity involved in the performance of this contract; or has contributed more than the amount specified in KRS121.056(2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The signee further swears under the penalty of perjury that neither he/she or the Company which he/she represents has knowingly violated any provisions of the campaign laws of the Commonwealth; and, that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

#### 8.8 Eligibility to Participate

Proposer's signature on this RFP response certifies that the Proposer, and where applicable subcontract proposer, or any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a

## 8.9 Treatment of Personal Information

To the extent Contractor receives Personal Information<sup>1</sup> as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931-934 (the "Act"), Contractor shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties<sup>2</sup> set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction or that meet industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach as specified at <http://louisville.edu/security/incident-reporting-and-response/proposer-external-party-incident-reporting/> relating to Personal Information in the possession of Contractor or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Contractor abides by the requirements set forth in that exception; (iv) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information caused by the actions or inactions of Contractor ("NIM Costs"); (v) cooperate with University in complying with the response, mitigation, correction, investigation and notification requirements of the Act including undertaking a prompt and reasonable investigation of any security breach; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation, in accordance with the Act's requirements. The Contractor hereby agrees that the University may withhold payment(s) owed to the Contractor for any violation of these identity theft prevention reporting requirements or failure to pay NIM Costs.

## 8.10 ADA Compliance

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, WCAG 2.1, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 255 of the Communications Act, as amended and applicable regs.

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<sup>1</sup> "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements: a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account; b) A Social Security number; c) A taxpayer identification number that incorporates a Social Security number; d) A driver's license number, state identification card number or other individual identification number issued by an agency; e) A passport number or other identification number issued by the United States government; or f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.103 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

<sup>2</sup>Per KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

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## 8.11 Supplier Certification

The University of Louisville 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 proposer 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 proposer will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

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## UNIVERSITY OF LOUISVILLE SUPPLIER CERTIFICATION

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 of Louisville 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 of Louisville 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.

### 1. 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:

- a. 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.
- b. 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.
- c. 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.
- d. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- e. 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.
- f. 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

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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.

- g. 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 vendor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.<sup>3</sup>

## **2. 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:

- a. 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.
- b. 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.
- c. 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. 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.
- d. 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.
- e. 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. As long as the Supplier is contractually bound to these provisions and has so advised the

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<sup>3</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.

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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.

- f. 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.
- g. 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.
- h. 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.

### **3. 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 of Louisville 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.

#### **4. 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:

- a. that it will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to 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 or not 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.

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b. that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

c. 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.

d. 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).

e. 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.

f. that it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **5. 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.

## **6. 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 of Louisville, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

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## **7. 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>4</sup>

## **8. 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.

## **9. 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.

## **10. 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.

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<sup>4</sup> Nonconstruction 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.

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## **11. 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.

## **12. 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.

## **13. LOBBYING/ANTI-KICK BACK**

Copeland Anti-Kick Back Act:

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

The Supplier agrees to comply with the Copeland "Anti-Kick Back" Act (18 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

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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.

#### **14. 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.

#### **15. 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 counter offer 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).

## **1.0 GENERAL AND SUPPLEMENTAL DESIGN INFORMATION - AFFILIATED HOUSING**

### **1.1 GENERAL BUILDING AND ARCHITECTURAL DESCRIPTIONS**

Despite the differing characteristics of the various buildings on the University Belknap campus, a number of general planning principles have been applied to all development. These basic principles have served as the foundation of campus development and building design.

#### **1.1.1 OVERALL MASTER PLANNING PRINCIPLES:**

- Use open spaces to clarify and reinforce campus organization, to define campus edges and to create a positive visual campus identity.
- Locate and design open spaces to create a more people-oriented environment and to provide opportunities for social interaction.
- Use pedestrian corridors to link existing and new open spaces into a continued system to create a visible pattern or organization:
  - Give priority to the quality of the campus pedestrian experience
  - Establish a hierarchy of walks that enhance campus orientation
  - Extend campus walkway corridors into newly developed campus areas
  - Clearly define pedestrian crossings to maximize visibility and safety
- Establish a compact concentrated pattern of development to use land efficiently, enhance security and maximize convenience.
- Coordinate the height and density of new construction with the character of the existing campus
- Capitalize on the visibility afforded by major arterial streets to establish a positive recognizable campus image

#### **1.1.2 ARCHITECTURAL AND DESIGN CONSIDERATIONS**

The general character of the dwelling units and buildings should be residential and not institutional. They should be designed to human scale while recognizing the limited amount of space available for this development and future residential development, including those being considered with mixed use function (residential and retail). Extreme care is warranted in the design of the units and their exterior to convey the appearance of quality housing and providing a sense of place.

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It is important to create a building design concept that blends well with the surrounding residential areas of campus as well as being aesthetically pleasing. This is not to say they cannot be contemporary or urban in their character. Both the campus and the residential neighborhoods to the north and west are noted for:

- Their red brick construction accented with brick and stone details
- Mature tree lined street edges
- Active concern of their residents regarding the quality and design of the residential environment

It is also important that any included retail areas open to public use are easily accessible from the streets and are adequately separated from residential portions of the project.

### **1.1.3 BUILDING CODES**

- The latest version of the Kentucky Building Code is the required standard.
- Review and permitting will be through the Louisville Metro Building and Housing Department or Kentucky Building, Housing and Construction (Frankfort Ky.) when the project is located on University owned property.
- All design and engineering professionals must be licensed as such in the State of Kentucky.

### **1.1.4 BUILDING DESIGN** (The following is desired, but not essential in their entirety in proposal consideration)

- A. The orientation of the buildings should provide each dwelling unit with a favorable combination of privacy, sun exposure, view, adaptation to the site, relationship to adjacent buildings and cross-ventilation.
- B. Building should be designed and sited so that a sound is not created, nor directly transmitted from one unit to another.
- C. Long, unbroken and uninteresting wall facades should be avoided. Consideration should be given to creating usable and attractive open spaces between buildings. Spaces between buildings should serve both visual and functional purposes.

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- D. Minimize circulation space to apartments, avoiding long corridors
  - E. No stairways or circulation corridors exposed to the elements
  - F. Building should be grouped so windows do not directly face other windows at close proximity and public circulation and activities are buffered from private units
  - G. Sources of exterior noise should be screened whenever possible; proposer needs to consider project location in relation to airport landing and take-off pattern, highway, and railroad proximity.
  - H. Residents with disabilities should be able to move freely throughout the development. Building facilities, walkways and parking lots must be in compliance with current ADA and all state and local regulations for accessibility.
  - I. A facility design that allows for “themed” living areas in dedicated space should be considered (i.e. honors, music, engineering, health and wellness etc).
  - J. A community based laundry facility or individual laundry connections, a community kitchen with an ice machine as well as space adequate for group meetings, recreation and programming activities that will be for resident use only are preferred.
  - K. Access to the residential areas (main entrances) should be electronic card entry access control and provide multiple levels of security control. Specific suite and sleeping room locks are required. The resident section of the facility must be secured separately from the retail and parking areas of the development.
  - L. Since residents are expected to be on the site both day and night hours, security is an extremely important design element.
    - Special consideration should be given to lighting the site, installing bike racks not facing the street, providing good visibility, installing security window screens on all 1<sup>st</sup> floor windows, thus providing residents the ability to visually



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monitor all areas of the site and eliminating secluded out-of-the-way areas.

- All public and open spaces should be well-lighted and visible from the dwelling units or by passing residents. The intent is that residents should be able to see clearly out of windows and doors and be able to move throughout the site without passing dark or hidden areas.
- All exterior access doors to the residential area should be electronically controlled. All exterior access doors to the residential area should be electronically controlled and monitored.

M. Security and fire alarm and sprinkler systems should be designed and installed to allow tie-in monitoring by University Public Safety Department. Monitoring of alarm and security systems. The University's Department of Public Safety is an Underwriters Laboratory approved and authorized alarm monitoring service and partner in the Metro Louisville community wide 911 emergency response network. It is desirable to have facility security, duress, fire and sprinkler alarm systems designed and installed to allow tie-in and monitoring by the university's central station. Signal information including system status and alarm are communicated using the university campus wide Ethernet backbone.

N. All university related housing and support facilities will be required to be 100% fire sprinkler protected and compliant with NFPA 13 or 13R depending on building and construction type. Trouble and flow alarms should report to the university central monitoring station.

O. All university related housing and support facilities will be required to have an automatic fire alarms system whether required by local code or not.

- Trouble and alarm signals should report to the university's central monitoring station.
- The university's preference for structures having greater than two stories is a voice evacuation alarm system having features to allow push-to-talk and audio input from other sources for future connection to a campus wide emergency notification

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system.

- Building fire alarm systems shall have provisions for activations from sprinkler water flow, manual pull stations at all exterior exits and by system smoke detectors located in public exit corridors through-out the building.
  
- P. The entire site should be lighted for security purposes. Selection of fixtures type and pole heights should ensure minimum lighting spillover into apartment windows. All meter panels should be located in easily accessible areas, but unobtrusively screened front view.
  
- Q. The lighting level of the parking areas should be consistent with accepted campus standards (University standard 2 foot candles minimum). Lenses should be of the vandal-proof high-impact plastic type. Lighting should be controlled by automatic light sensor photocells with bypass switches.
  
- R. Appropriate and aesthetically pleasing exterior signage shall be provided. Dwelling units should each be separately numbered. Laundries and other spaces having outside entry doors should be labeled as to designated uses. Building locations signs should be visible from access streets. All safety, Street and signs for individuals with disabilities required by code and governmental agencies should be provided.
  
- S. Proposals incorporating design and construction practices that significantly reduce or eliminate the negative impact of building on the environment and occupants are encouraged.

#### **1.1.5 PEDESTRIAN ACCESS, CIRCULATION AND WALKWAY DESIGN**

- The site should provide ample walks (minimum 6 foot width) and pathways to link activities together.
  
- All walks and pathways should have access and slopes designed to accommodate individuals with disabilities.

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- Walks and pathways should be illuminated for night use (University standard 5 foot candles minimum).

### **1.16 LANDSCAPING**

- Create a pleasing and functional outdoor living environment incorporating the use of plant materials, lighting, fixed outdoor furniture, and paving into a well-conceived landscape plan to create and identify and sense of place for the residential occupants. Outdoor spaces should be designed and landscaped for pedestrian circulation, outdoor activity, general leisure and aesthetic appeal. All outside area landscaping should meet the needs of the students who reside in the apartments.
- All plant materials proposed for the site should be native species hardy and suitable for the specific growing conditions to which they are subjected, i.e., soil conditions, sun shade, wind, drainage, etc. (plant and lawn area shall be fully irrigated).
- The landscape design should be consistent with the intensive use that will be expected on the site. The design should be sensitive to personal safety issues. The final landscape plan is to show all species by name and size.
- Paved areas for passive group/social activities, such as meeting, sunning, sitting or general conversation should be provided,
- Volleyball and/or basketball courts, and barbecue grills should be provided and located in areas in which noise will not disturb residents inside rooms, but are visible from individual rooms.

### **1.2 FURNITURE**

Resident room and lounge furniture shall match or exceed existing furniture specifications used in University Housing. The University would like to participate in selection of furniture for the residential sections of the building. Furniture for each unit to be fully assembled installed by occupancy date. Vendor shall follow

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all manufacturer procedures when provided. Only furniture that meets or exceeds the furniture specified will be considered. Alternate furniture must be approved by the University prior to acceptance. All requests for approval must be written and accompanied with specification sheets.

Procurement and operation of laundry and vending equipment can be negotiated as part of the existing university contracts for current resident facilities