

Volume 41 - Issue 52 - December 29, 2022

State of Kansas

Department of Administration Office of Facilities and Property Management

Notice of Commencement of Negotiations for Construction Manager At-Risk Services

Notice is hereby given of the commencement of negotiations for construction management at-risk services for University of Kansas' 11th and Mississippi Project.

The corner of 11th and Mississippi is becoming the north gateway to the University of Kansas (KU) with direct access to the new Jayhawk Welcome Center, the Kansas Memorial Union, Dyché Hall, Spencer Museum of Art, and David Booth Kansas Memorial Stadium. As the north gateway to campus, the University wants to develop a multi-purpose venue with year-round use, which may incorporate conference or entertainment capabilities, retail, dining, hospitality, health care services, or other facilities that support economic development and the University's academic mission. Each May the venue will be host one of the most important moments in a Jayhawk's journey, walking down Campanile hill for graduation and on seven Saturdays during the fall be the home of Kansas Football. Further definition and direction on what will be incorporated into the multi-purpose event center will be provided after an economic impact study is completed in January 2023.

For KU fans who have experienced a football game at Memorial Stadium and walked around Campanile Hill, this campus setting is memorable and nostalgic. The new venue will be designed to drive economic development, provide services that help to recruit and retain students and make KU, and the KU experience even greater. To be considered for this project, consultants should have extensive experience working with multi-purpose 24/7/365 venues, power 5 football facilities, the city of Lawrence and Lawrence Planning. The project has a construction cost estimate of \$251,250,000.

The construction manager at-risk will provide for each phase cost estimating, scheduling, constructability reviews and value engineering studies; procure equipment, prequalify subcontractors and take bids; review bids with the design team and owner to determine bids to accept; prepare cost estimate(s) for the un-bid portion(s); provide a guaranteed maximum price and a bond; and manage construction and track all costs for the design team and owner's review.

Questions about the proposed scope of services should be submitted to Mark Reiske at 785-864-5644 or dcmmlr@ku.edu.

An architectural/engineering program is available at <https://admin.ks.gov/offices/facilities-property-management/design-construction--compliance/forms-and-documents>. To be considered, one (1) PDF file of the following should be provided: State of Kansas Professional Qualifications DCC Forms 051-054, inclusive, and information regarding similar projects. These forms may be found at <https://admin.ks.gov/offices/facilities-property-management/design-construction--compliance/forms-and-documents>. State of Kansas Professional Qualifications DCC Form 050 for each firm and consultant should be provided at the end of each proposal. Please include your firm name, agency abbreviation, and an abbreviated project name in the title of the PDF document. Proposals should be less than 5 Mb and follow the current State Building Advisory Commission guidelines which can be found in Part B – Chapter 2 of the Building Design and Construction Manual at <https://admin.ks.gov/offices/facilities-property-management/design-construction--compliance/building-design-and-construction-manual-bdcm>. Paper copies and flash drives containing copies of the proposals are not required.

Proposals received after the date and time noted below will not be forwarded to the State Building Advisory Commission for review. If you have questions, please call 785-296-0749. Proposals shall be emailed to professional.qualifications@ks.gov to the attention of the State Building Advisory Commission by 2:00 p.m. on or before January 13, 2023.

The State of Kansas, as a matter of public policy, encourages anyone doing business with the State of Kansas to take steps to discourage human trafficking. If prospective bidders/vendors/contractors have any policies or participate in any initiatives that discourage human trafficking, then the prospective bidder/vendor/contractor is encouraged to submit same as part of their bid response.

Doc. No. 050772



Request for Qualifications & Proposals
for
Development and Operations of the University Gateway Project
at 11th & Mississippi St.
Lawrence, KS

Issued: June 22, 2023

Proposal Reference #: L1001055336

Request for P3 Master and/or Mixed-Use Developer Qualifications Due: August 18, 2023

Request for Operator Proposals Due: August 18, 2023

Request for P3 Master and/or Mixed-Use Developer Proposals Due: October 13, 2023

Sealed responses containing Qualifications or Proposals detailed in this solicitation will be received by the University by 5pm CDT according to the schedule outlined above.

Use of eBid System: Responses must be submitted electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids> Prior registration in the eBid system is required to respond.

Issued by:

The University of Kansas

Procurement Contacts: Heather Blanck; Chief Procurement Officer; 785-864-0466; heather.blanck@ku.edu;
Carey Keo; Procurement Specialist; carey_keo@ku.edu

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SECTION 1 INTRODUCTION TO THE OPPORTUNITY

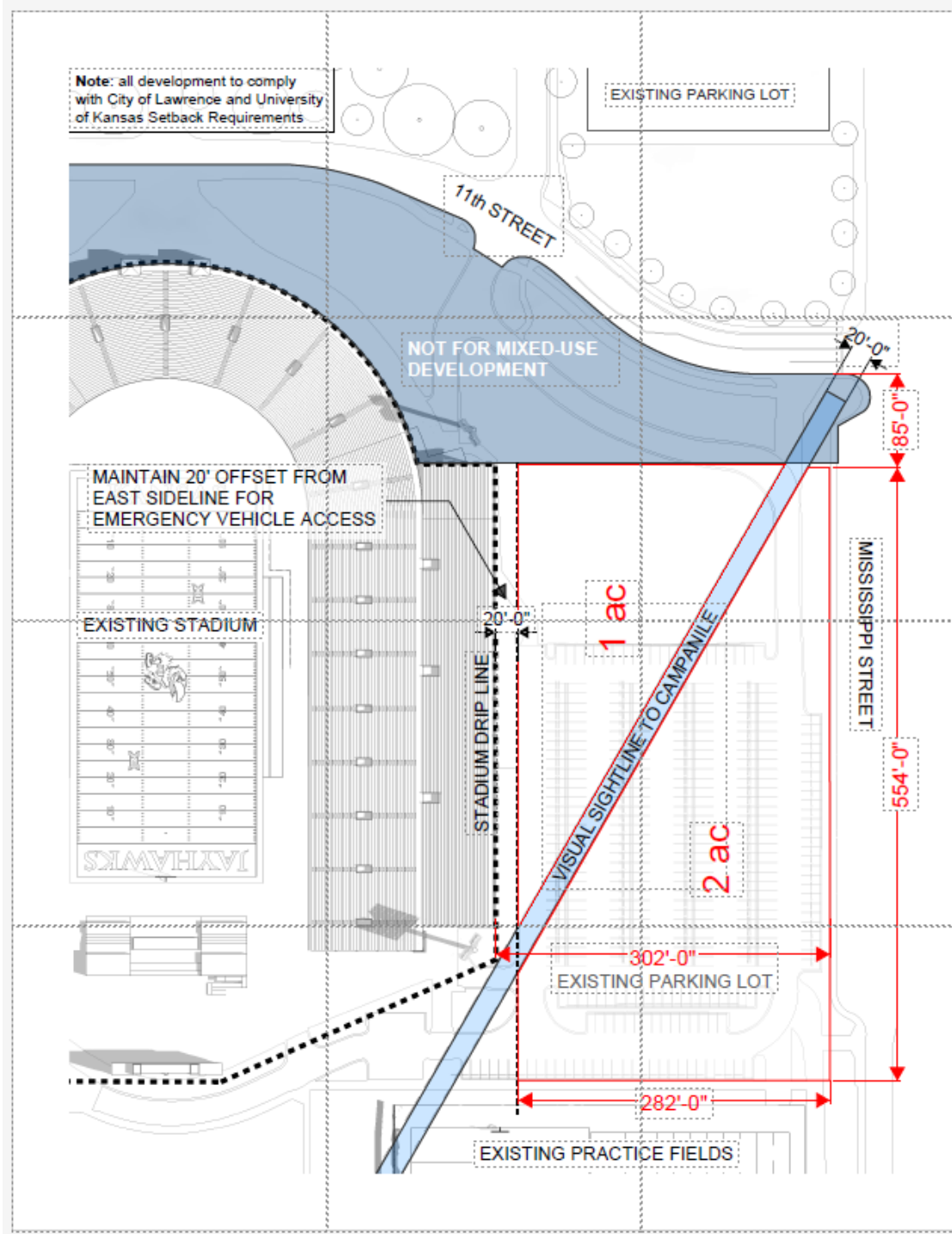
The University of Kansas is taking an important step in developing its new campus gateway at the intersection of 11th and Mississippi streets in Lawrence, Kansas.

The University of Kansas (“University”) is seeking qualified partners, including: 1) a P3 Master Developer (“P3 Master Developer”), and/or a Mixed-Use Developer (“Mixed-Use Developer”) to redevelop the David Booth Kansas Memorial Stadium (“Stadium”) inclusive of a conference center and/or develop and operate a proposed mixed-use development (“Mixed-Use Development”), and 2) a venue operator (“Operator”), to operate the Stadium, a conference center (“Conference Center”), and/or an entertainment venue (“Entertainment Venue”) and potentially other University athletic venues. The Operator may also propose to develop the Entertainment Venue (which is also included in the Mixed-Use Development to solicit alternative proposals). The Stadium, Conference Center, and Mixed-Use Development together are considered the “University Gateway Project.”

Operators, P3 Master Developers or Mixed-Use Developer interested in partnering to monetize Campus-Wide Parking or food and beverage for University athletic facilities (“Athletics Food Service”) should also respond to this opportunity accordingly. Respondents interested in only Campus-Wide Parking or Athletics Food Services (here-in-after “Service Providers”) are encouraged to partner or respond independently.

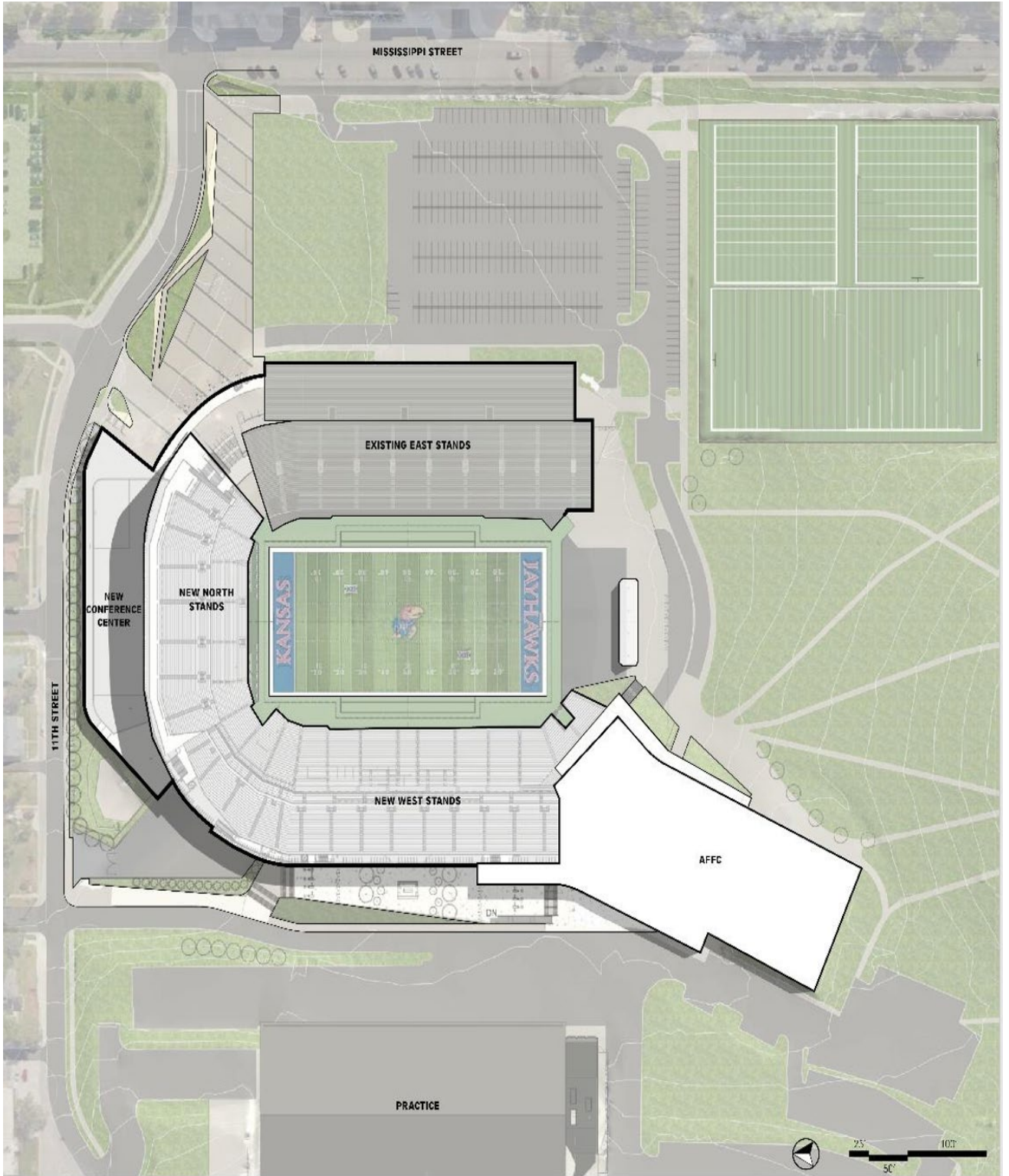
The University is seeking input from respondents to help enhance the existing understanding of what is economically feasible as we move forward with the University Gateway Project. With that in mind, creativity and alternative suggestions to the RFP criteria, as it relates to the University Gateway Project scope, is welcome. The University preference is to contract where possible with a group of entities in lieu of individual agreements. The level of detail provided within this solicitation will be enhanced in early August, before Operator proposals and P3 Master Developer/ Mixed-Use Developer qualifications are due, with new University Gateway Project renderings and additional information.

Site Diagram



In the Site Diagram, the areas outlined in red are available for Mixed-Use Development. The diagram also provides two key elements important to the University. First, the area labeled “Not For Mixed Use Development” will include the Conference Center to the north of the Stadium and a “gateway” to the University. The second element is the Visual Sightline to the Campanile. There are additional preliminary University Gateway Project images within the appended Market and Impact Analysis report, but the Site Diagram above is the most accurate as to the area proposed for the Mixed-Use Development.

Site Plan



Due Diligence and Work Completed to Date

The University has completed extensive analysis of the University Gateway Project over the past year. The analytical and planning steps include engaging with design, funding and other partners to help advance design, cost and funding plans/options for the University Gateway Project components. In addition, Hunden Partners conducted a full market, financial feasibility and economic impact analysis for the Stadium and mixed-use elements and a recommendation was made for the size/type/quality of mixed-use components that would maximize impact, minimize feasibility gaps and create the most compelling development. To further define the opportunities, Hunden Partners analyzed campus-wide (and Athletics specific) business lines to determine if the private sector could generate improved service, quality, impact and financial results that could be utilized to help finance the University Gateway Project or improve overall University operating efficiency. The resulting Hunden reports are provided with this RFQ/P.

Over the last year, the University engaged with other partners (as listed below in this section) to help advance the University Gateway Project, with the goal of expediting funding, construction, and development. It is expected that the work to date will be used as an expedited learning curve for those considering bidding on the opportunities presented herein. The advanced planning is at a point where the private sector's expertise is requested to continue advancing the University Gateway Project in a creative, expeditious and financeable manner. The University is open to creative adjustments to the plan within certain parameters. Initial University Gateway Project parameters are outlined below:

Stadium Program

- East extent of dripline will need to be approximately 302' from property line to accommodate desired seating capacity and field dimensions (refer to attached exhibit)
- Stadium to provide approximately 40,000 seats across approximately 610,000 gsf.
- Strategies are developed for connecting the hotel to the conference center with a concourse level conditioned bridge.

Mixed-Use Program

- Refer to the Mixed-Use portion of this RFQ/P and the Hunden Report for potential opportunities.

Site Parcels

- East Stadium Lots
 - NW Corner – 1.15 acres (refer to Site Diagram)
 - SE Corner – 2.2 acres (refer to Site Diagram)
- Building Setbacks
 - Refer to Appendix III
- Maintain a visual connection from 11th & Mississippi to Campanile.

Utilities & Storm Water Detention

- Open Space
 - Maintain net zero impact to storm detention.

- Stormwater
 - Site generally drains north to existing storm sewer at 11th and Mississippi.
 - Existing drainage patterns shall be maintained.
 - Existing storm sewer does not have additional capacity.
- Sanitary Sewer
 - 12" KU sanitary sewer is located on NW corner of parcel and connects to City of Lawrence 15" interceptor on the north side of 11th St.
 - After stadium improvements, this interceptor will have approximately 1,560 gpm of capacity.
 - KU's portion of sanitary sewer on NW corner of parcel is anticipated to be redesigned and replaced with Stadium reconstruction but will most likely stay in the same approximate location.
- Waterline
 - 8" City of Lawrence waterline on east side of Mississippi St.
 - Design capacity of 8" waterline is approximately 1100 gpm.
 - Available capacity to be determined.
- Gas
 - Existing gas line is located along the south end of the development site.
- Electrical
 - All development is to be served by Evergy electric service (not on the campus loop).
 - Existing underground electric line located on the east side of Mississippi. Existing overhead electric line located on the NW corner of 11th and Mississippi intersection running to the East along 11th Street.
- Technology
 - AT&T Distributed Antenna System on site
 - Currently evaluating expansion of existing Aruba system to support Wi-Fi requirements

Parking

- The University is evaluating parking demand to determine new parking needs associated with the University Gateway Project. Additional information on the opportunity to include Campus-Wide Parking can be found in Appendix VIII.

Traffic (bus-drop off)

- A traffic study will be completed later this Fall. Buses will be available for Game Day drop-off

Design Guidelines

- Design and materials shall be compatible and fit within the established design language of the University campus.

The University plans to deliver the site to developers pad ready for development (may be dependent upon required density if significant).

Funding, Land and Incentives

The University Gateway Project includes \$85 million in dedicated funds for economic development. The University intends the balance of the University Gateway Project costs will be funded through premium seating and naming rights gifts and other private and public funding as needed.

The University understands that supplemental financing support will likely be necessary for the University Gateway Project, which can be structured in a number of ways under current Kansas law. The University is currently exploring options (e.g. sales tax and revenue (STAR) bonds, tax increment financing (TIF), and community improvement district (CID)) with its financial and legal advisors to solidify the best approach. Respondents are encouraged to suggest other options or opportunities. The outlook on establishing appropriate financing structures is positive with public incentives potentially aiding in reducing the investment required for the proposed private mixed-use developments and University Gateway Project infrastructure / parking costs.

The University intends to lease available land to the P3 Master Developer and/or Mixed-Use Developer and is evaluating funding of additional parking needed for the University Gateway Project.

Solicitation Overview

This document includes **three** distinct solicitations for services by different types of Respondents related to the University Gateway Project: Operator and/or Service Providers and P3 Master Developers and Mixed-Use Developers. For P3 Master Developers and Mixed-Use Developers, a two-step process is embedded: an initial request for qualifications submittal (RFQ), followed by a shortlisting and request for proposals (RFP). Qualifications for Operators and Service Providers will be included within Operator and Service Provider RFP submissions.

General Process. The Stadium, Conference Center, and Entertainment Venue Operator and/or Service Providers will be selected first to provide confidence and clarity to those proposing on the P3 Master Developer and/or Mixed-Use Developer opportunity. P3 Master Developer responses and Mixed-Use Developer responses are on the same RFQ/P timeline. Respondents are encouraged to partner when economically advantageous, but all proposals will be considered.

1. Operator for Stadium and new Entertainment Venue: The University is seeking proposals from experienced stadium and entertainment facility operators and event promoters to manage and promote the successful operations of the Stadium, the Conference Center within the stadium, and a new Entertainment Venue of 2,500 capacity (primarily indoor, but with the opportunity for outdoor). To the extent the Entertainment Venue can be financed and developed by the Respondent (with or without any participation requested by the University), a development proposal for that component is being requested as well. The marketing and operation of the Conference Center is primary geared toward the benefit of the to-be-built and connected onsite Hotel, with the intent of generating new impact to the State of Kansas with conferences and group events throughout the year. In addition, there is an opportunity for an Operator to include other University athletic facility (non-stadium) food, beverage, and other event operations in their proposal. The Contract Term for the Operator is expected to be 10 years with multiple 5-year renewal extensions.

Service Providers. The University is also seeking proposals for Athletics Food Service and/or Campus Wide Parking. Athletics Food Service will serve all University athletic venues including concessions, premium catering, conference center catering and the training table for the football team. The Athletics Food Service would begin to provide services in June of 2024. Athletics Food Service details are available in Appendix IV. Proposals for the Athletics Food Service Provider should include a seven-year and a ten-year option. Campus-Wide parking is currently managed by University Operations. Details related to parking are available in Appendix V. Proposals for the Campus-Wide Parking Service Provider should include a ten-year option and a twenty-year option.

2. P3 Master Developer: A P3 Master Developer is being considered for the University Gateway Project primarily to diversify the University's financing sources, accommodate, and accelerate capital project schedules, and maintain and enhance the University's competitive position. An experienced P3 Master Developer is being requested to act on the University's behalf to plan, finance and execute all, or to propose a subset of the University Gateway Project components, including the Stadium/Conference Center, a Mixed-Use Development, as well as privatize/monetize Campus-Wide Parking and Athletics Food Service. There are existing development partners already identified (as noted below in this document) that the P3 Master Developer would need to work with, including Stadium construction manager (Turner Construction) and design team (HNTB/Multistudio, et al.).

3. Mixed-Use Developer: A Mixed-Use Developer is being considered as an alternative to or in addition to a P3 Developer to plan and deliver the Mixed-Use component of the University Gateway Project. The Mixed-Used Development is further defined below.

Developers should demonstrate knowledge of these types of facilities and infrastructure systems, a successful track record of university-partnerships, and a commitment to partner with the University for a seamless and collaborative experience

University Gateway Project Details:

- **Stadium and Conference Center Development.** Located at 11th & Mississippi, the current Stadium is planned for demolition and reconstruction with completion of Phase One (as defined below) in 2025. The completely redeveloped Stadium will include approximately 40,000 seats, with a significant increase in premium seating options. The Stadium redevelopment includes a new 55,000 gross square foot (including front of house, back of house and circulation) Conference Center in the north bowl. Once completed, the combined Stadium and Conference Center facilities will be available year-round for conferences and events. On select Saturdays during the fall it will be the home of University football. The University plans to begin demolition for Phase One in December 2023. The P3 Master Developer, if selected to execute all University Gateway Project components, would be responsible for the financing and execution of this Stadium component currently planned as two phases, as well as ensuring delivery of the Mixed-Use Development. The west stands, north bowl and Conference Center are planned as "Phase One." "Phase Two" includes the development of the east and south stands. The University plans to continue to progress on Phase One, and transition as and when appropriate, to a P3 Master Developer if awarded the RFP.
- **Campus-Wide Parking & Athletic Food Service (Revenue Stream/Operations).** In addition to the physical developments listed above, the University is aware that Campus-Wide Parking & Athletics Food Service may be an opportunity for improvement in revenues, efficiencies, and profit. Based on research conducted by Hunden Partners, it appears a private P3 partner may be able to increase service quality while monetizing revenue streams that could be used to fund the University Gateway

Project or other University priorities. A P3 Master Developer who has experience in monetizing and improving existing revenue streams, as well as financing and executing large development projects (e.g., stadiums, etc.) would be an ideal partner for this item.

- **Mixed-Use Development:** An adjacent to-be-developed mixed-use development on 3.35 acres will serve as the north gateway to the University with direct access to the new Jayhawk Welcome Center, the Kansas Memorial Union, Dyche Hall, Spencer Museum of Art and David Booth Kansas Memorial Stadium. Prospective students, alumni, patrons of the arts and museums and fans alike will all use this gateway to enjoy much of what the University has to offer. As the north gateway to campus, the University wants to establish a multi-purpose district with year-round use, potentially incorporating an entertainment venue, retail, restaurants, athletic health care services, office, student housing, hotel, and other uses that support economic development and the University's academic mission. As part of the University Gateway Project, additional parking and infrastructure to support the new Project facilities will need to be included.
 - Based upon the Hunden analysis, the University recommends the following for the Mixed-Use Development including planning, design, construction, financing, and operations of:
 - Student Housing: 175-unit, 425-bed apartment style facility
 - Entertainment Venue: 2,500-capacity flat-floor venue
 - Hotel: 175-key select-service-plus/full-service-lite property
 - Office: 20,000 SF, including partnered sports medicine facility
 - Restaurant / Retail: 53,000 SF, including KU athletic retail store

Selection Process for Operator and/or Service Providers, P3 Master Developer and/or Mixed-Use Developer

The selection process will involve three phases. The total process includes:

- Phase 1: a) Site Visits (all parties) b) Submittal of Qualifications (only) for P3 Master Developer & Mixed-Use Developer c) Submittal of Operator/Service Provider Qualifications and Proposals.
- Phase 2: a) P3 Master Developer and/or Mixed-Use Developer Teams/Firms Shortlisted and Invited to Propose b) Operator/Service Providers Interviews and Selection.
- Phase 3: P3 Master Developer and/or Mixed-Use Developer Proposals, Interviews, and Selection.

Expected Timeline

The charts below outline the expected timeline for each solicitation process within this document.

Week	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	
Date	6/22	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	
Operator Milestone	[Blue bar]																									
Request for Proposals Issued	[Blue]																									
Site Visits					[Blue]	[Blue]																				
Written Questions Due							[Blue]																			
Responses to Written Questions								[Blue]																		
Additional Project Info / Rendings Provided to Respondants									[Blue]																	
Operator Proposals Due										[Blue]																
Review of Operator Proposals											[Blue]	[Blue]														
Operator Interviews												[Blue]	[Blue]	[Blue]												
Operator Selection													[Blue]													
Operator Term Sheet Due															[Blue]											

Week	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	
Date	6/22	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	
P3 Developer Milestone	[Red bar]																									
Request for Proposals Issued	[Red]																									
Site Visits					[Red]	[Red]																				
Written Questions Due						[Red]																				
Responses to Written Questions							[Red]																			
Additional Project Info / Rendings Provided to Respondants								[Red]																		
Qualifications Due									[Red]																	
Review of Qualifications										[Red]	[Red]															
P3 & Mixed Use Developer Shortlisting											[Red]															
Update Developos on Operator Selection												[Red]														
Update Developos on Operator Term Sheet															[Red]											
P3 Developer Proposals Due																	[Red]	[Red]								
Review of P3 Developer Proposals																		[Red]	[Red]							
P3 Developer Interviews																							[Red]	[Red]		
P3 Developer Selection																									[Red]	

Week	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	
Date	6/22	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	
Mixed-Use Developer Milestone	[Green bar]																									
Request for Proposals Issued	[Green]																									
Site Visits					[Green]	[Green]																				
Written Questions Due							[Green]																			
Responses to Written Questions								[Green]																		
Additional Project Info / Rendings Provided to Respondants									[Green]																	
Qualifications Due										[Green]																
Review of Qualifications											[Green]	[Green]														
P3 & Mixed Use Developer Shortlisting												[Green]														
Update Developos on Operator Selection													[Green]													
Update Developos on Operator Term Sheet															[Green]											
Mixed-Use Developer Proposals Due																	[Green]	[Green]								
Review of Mixed-Use Developer Proposals																		[Green]	[Green]							
Mixed-Use Developer Interviews																								[Green]	[Green]	
Mixed-Use Developer Selection																									[Green]	

About the University

The University of Kansas (“University”) is a major comprehensive research and teaching university and a center for learning, scholarship, and creative endeavor. The University is the only Kansas Regents university to hold membership in the prestigious Association of American Universities (AAU), a select group of 62 public and private research universities that represent excellence in graduate and professional education and the highest achievements in research internationally. The Lawrence and Edwards campuses enroll more than 23,000 students and employ over 8,000 faculty and staff.

About Jayhawk Hospitality

Launched in 2022 Jayhawk Hospitality is a one-stop resource for booking and planning conferences and events at the University of Kansas. Jayhawk Hospitality leads sales efforts for meeting spaces on the Lawrence campus including Unions, Athletic venues (but will not be the lead for the University Gateway Project), and other University related spaces including the Lied Center and Alumni Welcome Center in addition to the Edwards campus in Overland Park. Jayhawk Hospitality also provides event management services for clients and has a close working relationship with the City of Lawrence through Explore Lawrence. Additionally, Jayhawk Hospitality serves as the University's central resource in operational items such as booking and guest policies for outside groups and coordinating with academic units to maximize space utilization outside of class usage. Jayhawk Hospitality will be a useful resource for the Operator in generating meetings and event business for the University Gateway Project, referring inquiries as it relates to potential events whenever appropriate. The Operator and Jayhawk Hospitality will collaborate on upcoming events and resources available to the benefit of both entities. Jayhawk Hospitality should be viewed as a resource to the Operator and in no way will it be in competition for conferences and events. More information can be found at hospitality.ku.edu.

University Advisors

For the Stadium and Conference Center, the following partners are engaged:

- HNTB/Multistudio Architectural/Engineering Services
- Turner Construction Construction Manager at Risk
- Hunden Partners Development Advisor
- Nations Group Owner's Representative
- PFM Financial Advisory Services
- Pillsbury Legal Services

SECTION 2 OPERATOR RFP

Note: Service Providers, Operators or P3 Master Developers responding to Athletics Food Services or Campus-Wide Parking should refer to Appendix IV and Appendix V respectively for Scope and RFP submission requirements. In the event an Operator or P3 Master Developer is responding inclusive of Food Service and/or Campus-Wide Parking, please segment solicitation responses accordingly and follow the submission requirements for each.

2.1 NOTICE OF REQUEST FOR OPERATOR PROPOSALS

Sealed responses containing Operations proposals for the components of the University Gateway Project detailed in this RFP will be received by the University by 5pm CDT on August 18, 2023.

Use of eBid System: Responses must be submitted electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Prior registration in the eBid system is required to respond. Please direct all inquiries about the bidding process or registration to the procurement contacts indicated above. Pre-response meetings and tours will be completed by July 28, 2023. Details to be provided at a later date.

Questions regarding any aspect of the process shall be submitted in writing via the KU IONWAVE eBid system

All materials associated with this RFP and subsequent addenda can be obtained at KU eBids (ionwave.net).

2.2 INTRODUCTION

This Request for Proposals (“RFP”) is the first step in a process that will ideally culminate in a negotiated agreement between the University and an Operator and/or Service Provider.

In 2022 the University engaged Hunden Partners to conduct a market, financial feasibility, and economic impact study to determine the market opportunity for the University Gateway Project. As presented earlier in this document, Hunden’s analysis revealed numerous opportunities for operations and development of the University Gateway Project. The research revealed an opportunity for the following:

- Operator of the Stadium; Promoter of non-football events at the Stadium, such as large concerts and festivals, tours, and experiences
- Operator of the Conference Center within the Stadium and connected to the to-be-developed Hotel
- Operator of a 2,500+/- seat indoor/outdoor Entertainment Venue as part of the Mixed-Use District development, with the option to also develop the Entertainment Venue
- Operator or Service Provider of Food & Beverage services for the Stadium, Conference Center, football training table and at other University Athletic facilities
- Operator of Events and Services at other University Athletic facilities, such as large concerts and festivals, as well as tours and experiences
- Service Provider for Campus-Wide Parking

Additional information on the above are available for download in the Hunden Reports.

2.3 OPERATOR SCOPE OF SERVICES.

This RFP is based upon the following scope of Venue Management Services, Athletics Food Service, Campus-Wide Parking and other information provided in this document.

It is the University's intent to enter into an Agreement with an Operator for professional management services for the long-term operations of the Stadium, Conference Center, and/or Entertainment Venue (collectively, "Venues"). Services must be of the highest quality, provide competent and sound fiscal management, support programming, minimize expenses, and continue to develop a positive reputation for the Venues among the University community, promoters, event attendees, and the community-at-large. To achieve this goal, the Operator or Operators may be requested to provide the services outlined in this section.

The Operator will establish a close relationship with and work collaboratively with Jayhawk Hospitality who serves as the main University liaison for conferences and events including sales efforts and space management for external, non-academic events. Jayhawk Hospitality should be viewed as a resource to the Operator and in no way will be in competition for conferences and events. Specifics and details as to the innerworkings of this relationship will be defined and agreed to by the parties prior to award of the RFP.

Please be advised that any of the items marked as "University Events" (including athletic contests) will be managed and operated by Kansas Athletics during University Athletics events.

Venue Management Services (University and non-University events, unless otherwise noted)

- Ticketing (non-University events only; see current agreements below)
- Merchandising (non-University events only; see current agreements below)
- Staffing (see current agreements below)
- Event Related Services (see current agreements below)
- Marketing and Promotion (non-University events only)
- Security
- Scheduling (non-University events only)
- Venue Maintenance
- Venue Modification
- Custodial & Cleaning Services
- Licenses & Permits (non-University events only)
- Audio/Visual Services (non-University events only)

University Gateway Project Services – Operator and/or Service Providers

- Parking (University Gateway Project Only and/or Campus-Wide (Appendix V))
- Athletics Food Service (Details on Appendix IV)
 - Concessions (see current agreement below)
 - Catering Premium (see current agreement below)
 - Training Table Food Service

- Conference Center Food service

Powers Reserved to the University and its Partners (through current term expiration)

- Athletic Multimedia Rights / Sponsorship – Learfield Communications through June 2032
- Athletic Facility Concessions – Centerplate through June 2024, premium seating F&B currently provided by Hy-Vee but no contract in place
- Athletic Facility Retail – Rally House through June 2026
- Athletic Facility special events (tours, experiences, major concerts / events) – Complex Sports & Entertainment through October 2023
- Athletic Facility staffing – BEST Crowd Management through 2025
- Stadium Premium Seating (Capital and Annual Donations) – University Athletics (suite level+) and Legends agreement for club seats (through 2029)
- Stadium Ticket sales – University Athletics (suite level+) and Legends agreement for club seats (through 2029)
- Stadium Tailgating – REVELxp through June 2026
- Athletic Ticketing Services-Paciolan through June 2029

2.4 SUBMISSION REQUIREMENTS FOR OPERATOR RFP

Operator Submittals must include the information provided in the section below. All the listed items should be addressed completely and should follow the order and format in which it is listed below.

Please label sections according to the breakout below:

2.4.1 Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected. This summary should also establish the vision and plan for providing Venue Management. An Operator for the Stadium, Conference Center, and Entertainment Venue will be selected prior to P3 Master Developer and/or Mixed-Use Developer selection.

2.4.2 Operator Information

Describe the role of individuals within the team and the composition, legal form and organizational structure. Joint ventures submissions should provide all requested information on all partners as well as each member entity or individual. ^{(b)(6)}

- Provide identification, role and experience of key personnel in each area of expertise proposed for the University Gateway Project.
- In the case of joint ventures, provide a description of the member firms' experience working together on prior projects.
- Provide a listing of the present workload and capacity of the Operator or each firm on the team.

2.4.3 Operator Experience & References

- Provide a brief company history and experience in Venue Management or associated services similar to those described in this RFP.
- Provide a list of all clients lost within the last five years, inclusive of time which your current firm was a prior entity or entities (pre-merger or acquisition), which includes:
 - A contact name and telephone number
 - Length of service at the account
 - Reason for the loss
- Provide a list of all clients gained within the last five years, inclusive of the time which your current firm was a prior entity or entities (pre-merger or acquisition).
- Provide information on those individuals assigned to work with the University including a description of their experience in Venue Management.
- Provide a list of all clients comparable to the University indicating the length of service of each account.
- Provide a copy of the most recent audited financial statements.

Describe how the Operator plans to provide Venue Management Services. Please include a description of how the Operator will work with the University to develop an operational plan and how the plan will be implemented.

- Provide a plan to execute Venue Management Services
- Marketing and Sales plan (preliminary)
- Expected timeline for the term of the management contract
- Describe the Operator's marketing plan for special events, including:
 - How the Operator will work with University faculty, staff, students, and the local community.
 - How the Operator will attract nationally recognized acts and sports teams.
 - How events will be promoted to University faculty, staff, students, and the local community.
- The differences between the marketing plan for Stadium, Conference Center, and Entertainment Venue
- Describe the Operator's plan for customer service to include service to event attendees, building occupants, artists, sports teams, the University, and local community.
- Provide a sample of management reports that the Operator can give to the University to show its operational and financial effectiveness if selected to provide Venue Management Services.
- Provide any assumptions made as it relates to how the Operator relationship with Jayhawk Hospitality will function. This includes ability to coordinate sales efforts with Jayhawk Hospitality in a complementary, non-competitive manner, and co-selling dynamics for University space not associated with the University Gateway Project

2.4.4 Financial Proposal

Provide a price proposal for Venue Management Services. If proposing to develop the Entertainment Venue, please provide a development proposal to include the cost of development and the value of any incentives needed. Include a detailed description of each service and the associated amount the University will be charged for the service.

- Provide Pro Forma financial projections for each of the following: OBJ
 - Stadium (not including Conference Center direct costs)
 - Conference Center (including direct costs only, not including Stadium direct costs)
 - Entertainment Venue (if not included in Entertainment Venue Developer proposal below)
 - Non-Stadium Athletic Facilities including Allen Fieldhouse (Events Business only)
- State the Operator's proposal to provide the University with any Capital or Capital Expenditure contribution for the Venues. Specifically, state how much capital could be contributed to the Entertainment Venue development assuming the Operator is successful in winning the right to operate all venues noted above.
- Describe how the University will be charged (fees, including any contingent/bonus structures).
- State the firm's willingness to maintain existing University, athletic, or Stadium agreements in place as outlined above).
- Outline any revenue sharing arrangements proposed and how those relate to fees proposed.

2.4.5 Physical Development Proposal & Drawings

The following items are requested for the Entertainment Venue proposed, if the Operator is also proposing to develop the Entertainment Venue ("Entertainment Venue Developer")

Drawings. The Entertainment Venue Developer shall provide, at a minimum, floor plans, sections, and exterior elevations for the proposed Entertainment Venue.

In addition, written information shall be inclusive of:

- Breakdown of capacity and premium seating
- Type of venue proposed
- Gross and net square footage estimates
- Description of exterior finishes/material
- Description of interior and space finishes/materials
- Description of parking needs
- Number of stories
- Projected number/type of events and average attendance
- Projected other revenues streams, by type
- Proposed operating model
- Projected management fees, if applicable

2.4.6 Project Schedule

If the Operator is also proposing to develop the Entertainment Venue, the Entertainment Venue Developer shall provide a proposed project schedule for the Entertainment Venue, from authorization to negotiation through opening. Please specify realistic timing/phasing in your proposal.

2.4.7 Project Budget, Financing

If proposing to develop the Entertainment Venue, the Entertainment Venue Developer shall provide a detailed Entertainment Venue development budget for the proposed project, and by type of cost (hard construction, soft costs, contingency). Any additional detail is helpful.

The Entertainment Venue Developer shall provide a ten-year projection of income and expenses that can be then tied to supportable financing, internal rates of return and other financial measures.

If proposing to develop the Entertainment Venue, the Entertainment Venue Developer shall provide a proposed financing plan, showing:

- The amount of equity proposed from the Entertainment Venue Developer, by equity source. If the equity is to come from sources beyond the principals of the Entertainment Venue Developer team, the equity sources (name, address) should be named. If these sources are not firm, the Entertainment Venue Developer should describe the situation with respect to accessing equity and the timing necessary to receive an equity commitment. The Entertainment Venue Developer should provide documents showing evidence of the existence and availability of funds for project equity, if available, from the Entertainment Venue Developer team or other equity sources. Please mark any items “confidential” in your proposal that you believe should be held as confidential.
- The amount of debt to be issued to the Entertainment Venue Developer team, the assumed loan terms and the source of that debt. If the source of the debt is unconfirmed, please list at least two banks that have relationships with your firm that will be sought to fund the debt. Provide letters of credit or other evidence of a relationship with lenders.
- Any incentives requested, calculations for their present value and the basis for the request. The method by which incentives are provided is not requested. However, any discussion of methods that the Entertainment Venue Developer has used or suggests is welcome.
- A summary of the Entertainment Venue value versus the project’s cost and resulting financing. Please show the proposed capital stack and how any financial feasibility gap is determined.

Respondents shall provide evidence of Entertainment Venue Developer’s financial capability via audited financial statements, balance sheets and other collateral showing ability to access equity for this project. Again, please mark any items “confidential” in your proposal that you believe should be held as confidential. If statements have not been independently audited, please state this fact.

2.4.8 Contractual Arrangements – Operator

Provide the University with any form or contract the University may be requested to sign.

2.4.9 Site Visits – Operator

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the Operator or Service Provider and the University to view its operation. Please indicate whether reimbursement will be available to the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

2.4.10 Other Information – Operator

Such as brochures, reports or other project information that the Operator and/or Service Provider desires to submit for consideration. Such information should be limited to information specifically related to qualifications. General marketing brochures and extraneous materials are strongly discouraged.

2.5 OPERATOR SUBMISSIONS DETAILS

- Responses must be made electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Please also deliver 12 copies, as well as one (1) copy (provided via download link in IonWave and/or on a USB device) in pdf format of the above materials must be delivered by the deadline to:

University of Kansas
Facilities Planning and Development; Attn: Tanya Shaw; 1246 SW Campus Drive, Room 30,
Lawrence, KS 66045

- Submittals should be limited to 30 pages (2 sided). Additional information can be included as an appendix if desired.
- The University reserves the right to discard any materials delivered after the deadline.
- Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders.

2.6 EVALUATION CRITERIA

The University will evaluate proposals based on the following:

- The Operator's plan to assist the University to meet its goals for providing Venue Management Services and Entertainment Venue development (if applicable) as outlined above;
- The relevant experience, qualifications and success in providing the services outlined in this RFP;
- The references from institutions of higher education and clients which are comparable to the University;
- The financial proposal including but not limited to Capital and/or Capital Expenditure amounts, extension / agreement renewal payments, Pro Forma Financial projections, and other revenues and discounts;
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- The contractual terms which would govern the relationship between the parties;
- Any other factors relevant to the Operator and/or Service Provider's capacity and willingness to satisfy the University and University Gateway Project goals.

Note: The University reserves the right to non-award or to award different Operators and/or Service Providers to respectively provide any part of the services discussed in this RFP.

2.7 OPERATOR SELECTION PROCESS SCHEDULE

(All dates subject to change. Addendums will be posted with any changes to the process).

- | | |
|--|--------------------|
| ▪ Advertise & Issue RFP | June 22, 2023 |
| ▪ Pre-submittal Meetings & Tours Completed | July 28, 2023 |
| ▪ Written Questions Due via KU eBids | August 4, 2023 |
| ▪ Questions Answered Via KU eBids | August 11, 2023 |
| ▪ Additional Renderings & Information Released | August 11, 2023 |
| ▪ Operator RFP Submittals Due | August 18, 2023 |
| ▪ Operator RFP Review & Interviews Completed | September 1, 2023 |
| ▪ Operator Selection | September 8, 2023 |
| ▪ Term Sheet Due | September 29, 2023 |

SECTION 3 P3 MASTER DEVELOPER RFQ/P

3.1 NOTICE OF REQUEST FOR P3 MASTER DEVELOPER QUALIFICATIONS & PROPOSALS

Sealed responses containing P3 Master Developer qualifications for the components of the Project detailed in this RFQ will be received by the University by 5pm CDT on August 18, 2023. P3 Master Developer RFPs will be received by the University by 5pm CDT on October 13, 2023.

Use of eBid System: Responses must be made electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Prior registration in the eBid system is required to respond. Please direct all inquiries about the bidding process or registration to the procurement contacts indicated above.

Pre-response meetings and on-site tour will be completed on July 28, 2023. Details to be provided on a subsequent date. Questions regarding any aspect of the RFP/P process shall be submitted via the KU IONWAVE eBid system.

All materials associated with this RFQ/P and subsequent addenda can be obtained at [KU eBids \(ionwave.net\)](http://ionwave.net)

3.2 INTRODUCTION

This Request for Qualifications and Proposals (“RFQ/P”) is the second step in a process that will ideally culminate in a negotiated agreement between the University and a qualified P3 Master Developer. In 2022, the University engaged Hunden Partners to conduct a market, financial feasibility, and economic impact study to determine the market opportunity for the University Gateway Project. As presented earlier in this document, Hunden Partner’s analysis revealed numerous opportunities for funding, development and operation of the University Gateway Project and other University business lines, including the opportunity of a P3 Master Developer to comprehensively consider all aspects of the University Gateway Project to be developed (Stadium, mixed-use district) as well as existing University business lines (Campus-Wide Parking and Athletics Food Service) and creatively determine a master plan for financing and execution of the University Gateway Project and conversion of University business lines to assist in that financing and execution.

3.3 P3 MASTER DEVELOPER SCOPE OF SERVICES.

This RFQ/P is based upon the following scope of services and other information provided in this document.

The University anticipates entering into an agreement (“Agreement”) with a firm to serve as the P3 Master Developer of the proposed University Gateway Project. Under the Agreement, the P3 Master Developer will be expected to commit to the development of all or a subset of the University Gateway Project that meets the required specifications and opening schedule. A Mixed-Use Developer is being considered in addition to, or as an alternative to, a P3 Master Developer.

3.4 MINIMUM QUALIFICATIONS FOR P3 MASTER DEVELOPERS

P3 Master Developers are to have experience and expertise in stadium and/or mixed-use project financing, development, design and construction. Development teams are to be composed of, at minimum, a development company. Additional team members may be included at this RFQ stage but are not required.

A P3 Master Developer should have developed at least two other comparable or relevant projects over the past ten years.

3.5 SUBMISSION REQUIREMENTS FOR P3 MASTER DEVELOPER RFQ

Submittals must include the information provided in the section below. All the listed items should be addressed completely and should follow the order and format in which it is listed below. Please label sections according to the breakout below:

3.5.1 Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected to move to the shortlist.

3.5.2 P3 Master Developer Information

Describe the role of each individual within the P3 Master Developer firm or each firm on the P3 Master Developer team and the composition, legal form and organizational structure of the P3 Master Developer team. Joint ventures should provide all requested information on all partners as well as each member entity or individual. [OBJ]

- Provide identification, role and experience of key personnel in each area of expertise proposed for the University Gateway Project.
- In the case of joint ventures, provide a description of the member firms' experience working together on prior projects.
- Provide a listing of the present workload and capacity of the P3 Master Developer or each firm on the P3 Master Developer team.

3.5.3 Development Experience and References

Provide project history for a minimum of two (2) and a maximum of five (5) projects from the P3 Master Developer that meet the minimum qualifications requirements. Public-private partnerships are strongly recommended as qualifying experience. The information must include:

- Project name and location.
- Photographs of the project.
- Name, address and telephone number for project owner, owner's project manager and/or owner's contact person on the project.
- Description of the project, project budget and schedule.
- Role and listing of services provided by the P3 Master Developer team members.
- Name, title and role of key personnel used to perform services.
- Project design and delivery method used.
- Project cost versus budget.

- Breakdown of sources and uses, including the value of any incentives provided by the public sector. Provide a description of the tools utilized and their total value to the project (in present value or over time, please specify).
- Construction manager and general contractor on the project.
- Listing of claims, which impacted owner and the resolution of those claims.

The University will evaluate up to five (5) of these client references with respect to overall satisfaction, timeliness, communication, responsiveness and technical and financial capabilities with respect to the design and build phases of the referenced projects.

3.5.4 Service Provider Experience

Provide details on the P3 Master Developer's experience completing P3 Service Provider agreements with universities or the public sector. The information should include:

- Client and project type and location.
- Name, address and telephone number for public sector or university contact.
- Description of the business line before and after the Service Provider agreement was converted.
- Role and listing of services provided by the P3 Master Developer team members.
- Name, title and role of key personnel used to perform services.
- Discussion of the value brought to the public sector or university from the P3 Master Developer's conversion of the service to a private structure.

3.5.5 Financial Capability

The ability of the P3 Master Developer to readily finance the University Gateway Project is paramount to the qualification review. P3 Master Developers must demonstrate financial capability via the past three years of financial statements, including balance sheets and income/loss statements for the P3 Master Developer. Letters from lending relationships stating lines of credit or history with similar projects are also recommended. Evidence that prior projects were readily financed with P3 Master Developer equity and debt is also helpful.

3.5.6 Contractual Arrangements

Provide the University with any form or contract the University may be requested to sign.

3.5.7 Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the P3 Master Developer and the University to view its operation. Each P3 Master Developer will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

3.5.8 Other Information

Such as brochures, reports or other project information that the P3 Master Developer desires to submit for consideration. Such information should be limited to information specifically related to qualifications. General marketing brochures and extraneous materials are strongly discouraged.

3.6 P3 MASTER DEVELOPER RFQ EVALUATION CRITERIA

The shortlisting of a P3 Master Developer will be based upon qualifications and a brief video conference interview only. The shortlisting process will not include a design competition of any proposed University Gateway Project elements. University Gateway Project proposals will only be received from shortlisted P3 Master Developers at that stage of the process. After the receipt of the RFQ responses, a final list of P3 Master Developers will be determined from a review of responses. All qualified P3 Master Developers may not make the shortlist. Only the top ranked P3 Master Developers will move forward to the RFP stage. P3 Master Developer criteria include the following:

- Ability to meet the University's objectives as described in the RFQ.
- P3 Master Developer Team experience on similar projects.
- Qualification and ability of P3 Master Developer team members to perform their respective roles.
- Reported integrity in prior similar negotiations.
- P3 Master Developer team chemistry, including experience working together on prior projects.
- The financial capabilities of the P3 Master Developer or team.
- Other factors deemed relevant by the University.

3.7 SHORTLISTED P3 MASTER DEVELOPER PROPOSAL (RFP) REQUIREMENTS

For those shortlisted to the RFP stage of the process, the following tabs are required. Please tab sections according to the order and breakout below:

3.7.1 Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected. This summary should also establish the P3 Master Developer's team vision and plan for executing the University Gateway Project.

3.7.2 Proposed Development Plan

The development plan should present an understanding of the site's opportunities and constraints, and the development program best suited for the site. The development plan must include at a minimum, the following:

- Narrative description of the Respondent's vision for the project
- How the development plan addresses the University's vision, goals and requirements addressed in this RFP
- Proposed development program
- Detailed description of the design / construction quality of the University Gateway Project including mixed-use elements, parking garage(s), and overall site/public infrastructure amenities

- Identification of costs associated with proposed site
- Proposed planning of infrastructure costs

Important Note: The RFP Selection Process shall not be construed to confer any design approvals on the successful proposal.

3.7.3 Site Plan and Renderings

Respondents must submit a proposed conceptual site plan and building renderings. The site plan and supporting graphics must portray the layout, the visual character of the proposal design, and the relationship to adjacent properties, as well as a narrative that explains the concept and organizing principle.

3.7.4 University Gateway Project Schedule

Respondents must submit a University Gateway Project schedule, detailing the duration (in number of months) and dates for key milestones beginning at initial selection through opening and occupancy of the University Gateway Project. The University Gateway Project schedule must clearly distinguish activities and events which are specific to each phase of development if multiple phases are proposed. Respondents must identify the anticipated time required for each governmental approval, as well as the schedule for public financial assistance and magnitude, as applicable.

3.7.5 Risk Management Plan

Respondent's approach to identification, management, mitigation, and allocation of University Gateway Project specific risks. Respondents should develop their risk management plan based on lessons learned and best practices from past experience designing, building, and maintaining similar structures. Further, Respondent's fundamental approach to risk management should be in close coordination and transparency with the University and future Mixed-Use Developers at all phases of the University Gateway Project.

3.7.6 University Gateway Project Controls Plan

Respondent's approach to the design and construction phases of the University Gateway Project. The University Gateway Project controls plan should detail how schedule, cost, performance measurement, and reporting will be monitored and controlled. Throughout all phases of the University Gateway Project, Respondents are expected to work collaboratively with the University and potential Mixed-Use Developers (including the Entertainment Venue developer if developed by the Operator) to implement monitoring and controlling processes that deliver timely, consistent, accurate, and transparent reporting.

3.7.7 Quality Management Plan

Respondent's process to ensure compliance with processes, standards, and progress against plans.

3.7.8 Communication Plan

Respondent's procedures for communication between Respondent, University and potential Mixed-Use Developers, including overall processes and plans for coordinating activities between these entities and sets out

the procedures for scheduling, coordinating, and conducting meetings with the University and potential Mixed-Use Developers. The aim of this plan should be to achieve the optimum balance of decision-making meetings versus allowing time to complete tasks.

3.7.9 Financial Proposal

The Respondent must submit the following information. This information will be considered the minimum content of the financial proposal.

- Financial Plan and Transactional Instruments – Respondents shall provide a description of its strategy for financing the University Gateway Project on both a short- and long-term basis including anticipated financing terms and costs, discussion of the risks and benefits of the structure, long term outlook for University Gateway Project financial viability, and why this strategy is the most advantageous to the Respondent and the University. Proposals will address timing for execution of financing, and financing closure.
- University Gateway Project Pro Forma – Respondents must provide a complete University Gateway Project Pro Forma model. The Respondent Pro Forma must detail the development scope, University Gateway Project financing (including various financial assistance, as applicable), and capital events. The Pro Forma should include a cash flow statement detailing the pre-development and construction period cash flows from University Gateway Project commencement through completion on a monthly basis including but not limited to:
 - Development costs
 - University Gateway Project funding draws / payments
 - Required University or public investment
- All fees and income that the Respondent, its partners, and affiliates receive from the University Gateway Project should be clearly shown by amount, phase of development, and product type.
- Respondents shall provide evidence of P3 Master Developer's financial capability via audited financial statements, balance sheets and other collateral showing ability to access any proposed debt and equity for the University Gateway Project. Again, please mark any items "confidential" in your proposal that you believe should be held as confidential. If statements have not been independently audited, please state this fact.

3.8 P3 MASTER DEVELOPER RFP EVALUATION CRITERIA

P3 Master Developer RFP evaluation criteria include the following:

- Prior RFQ evaluation criteria
- Proposed development plan
- University Gateway Project schedule / timeline
- Proposed risk and quality management, University Gateway Project controls, and communication plan
- Proposed financial proposal including overall University Gateway Project financing plan and P3 Master Developer fees

- The financial capabilities of the P3 Master Developer or team
- Other factors deemed relevant by the University.

3.9 P3 MASTER DEVELOPER RFQ/RFP SUBMISSIONS DETAILS

Responses must be made electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Please also provide twelve (12) hard copies, as well as one (1) electronic copy (provided via download link and/or on a USB device) in pdf format of the above materials. Must be delivered by the deadline to:

University of Kansas; Facilitates Planning and Development; Attn: Tanya Shaw; 1246 SW Campus Drive, Room 30, Lawrence, KS 66045

The P3 Master Developer RFQ & RFP submittals should each be limited to 40 pages (2 sided). Additional information can be included as an appendix if desired.

The University reserves the right to discard any materials delivered after the deadline.

Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders.

3.10 P3 MASTER DEVELOPER SELECTION PROCESS SCHEDULE

(All dates subject to change. Addendums will be posted with any changes to the process).

- | | |
|--|-------------------|
| ▪ Advertise & Issue RFQ/P | June 22, 2023 |
| ▪ Pre-submittal Meetings & Tours Completed | July 28, 2023 |
| ▪ Written Questions Due via KU eBids | August 4, 2023 |
| ▪ Questions Answered via KU eBids | August 11, 2023 |
| ▪ Additional Renderings & Information Released | August 11, 2023 |
| ▪ P3 Master Developer RFQ Submittals Due | August 18, 2023 |
| ▪ P3 Master Developer Shortlisting | September 1, 2023 |
| ▪ P3 Master Developer Proposals Due | October 13, 2023 |

P3 Master Developer interviews are estimated to be completed by December 1, 2023, and selected by December 8, 2023.

SECTION 4 MIXED-USE DEVELOPER RFQ/P

4.1 NOTICE OF REQUEST FOR MIXED-USE DEVELOPER QUALIFICATIONS & PROPOSALS

Sealed responses containing Mixed-Use Developer qualifications for the components of the University Gateway Project detailed in this RFQ will be received by the University by 5pm on August 18, 2023. Mixed-Use Developer RFPs will be received by the University by 5pm on October 13, 2023.

Use of eBid System: Responses must be submitted electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Prior registration in the eBid system is required to respond. Please direct all inquiries about the bidding process or registration to the procurement contacts indicated above.

Pre-response interviews will be completed by July 21, 2023.

Questions regarding any aspect of the RFQ/P process shall be submitted in writing via the KU IONWAVE eBid system. All materials associated with this RFQ/P and subsequent addenda can be obtained at [KU eBids \(ionwave.net\)](http://ionwave.net)

4.2 INTRODUCTION

This Request for Qualifications and Proposals (“RFQ/P”) is part of the second step in a process that will ideally culminate in a negotiated agreement between the University and a qualified Mixed-Use Developer team.

In 2022 Hunden Partners conduct a market, financial feasibility, and economic impact study to determine the market opportunity for the University Gateway Project. As presented earlier in this document, Hunden Partner’s analysis revealed numerous opportunities for funding, development and operation of the University Gateway Project including:

The opportunity of a Mixed-Use Developer or team to comprehensively consider the mixed-use elements of the University Gateway Project to be developed potentially including retail, restaurants, athletic health care services, office, student housing, hotel, an Entertainment Venue (if not developed by the Entertainment Venue Operator), and other uses that support economic development and the University’s academic mission.

4.3 MIXED-USE DEVELOPER SCOPE OF SERVICES

This RFQ/P is based upon the following scope of services and the other information provided in this document.

This Mixed-Use Developer RFQ/P process is simultaneously underway as an alternative to, or in addition to, a P3 Master Developer for the proposed University Gateway Project.

The University intends for the Mixed-Use Developer or team to finance and develop individual or multiple mixed-use development elements of the University Gateway Project, to manage the development process and to provide for the operation and management of the same elements of the University Gateway Project (excluding the Stadium, Conference Center, and Entertainment Venue). Mixed Use Developers may submit proposals for individual, group, or all components on the Mixed-Use Development.

Mixed-Use Development Description. A Stadium adjacent to-be-developed mixed-use development will serve as the north gateway to the University of Kansas. As part of the University Gateway Project, additional parking and infrastructure to support the new facilities will need to be included.

- Based upon the Hunden analysis the University recommends the following for the Mixed-Use Development including planning, design, construction, financing, and operations of:
 - Student Housing: 175-unit, 425-bed apartment style facility
 - Entertainment Venue: 2,500-capacity flat-floor venue
 - Hotel: 175-key select-service-plus/full-service-lite property
 - Office: 20,000 SF, including partnered sports medicine facility
 - Restaurant / Retail: 53,000 SF, including KU athletic retail store

Developers should demonstrate knowledge of these types of facilities, a successful track record of university-partnerships, and a commitment to partner with the University for a seamless and collaborative experience.

The University may enter into an agreement (“Agreement”) with a firm or firms to serve as the Mixed-Use Developer or team of the proposed Mixed Use-Development. Under the Agreement, the Mixed-Use Developer or team will be expected to commit to required specifications and an opening schedule.

4.4 MINIMUM QUALIFICATIONS FOR MIXED-USE DEVELOPERS

Mixed-Use Developers are to have experience and expertise in mixed-use project financing, development, design, construction, and operations. Development teams are to be composed of, at minimum, a development company. Additional team members may be included at this RFQ stage but are not required.

A Mixed-Use Developer should have developed at least two other comparable or relevant projects over the past ten years.

4.5 SUBMISSION REQUIREMENTS FOR MIXED-USE DEVELOPER RFQ

Submittals must include the information provided in the section below. All the listed items should be addressed completely and should follow the order and format in which it is listed below. Please label sections according to the breakout below:

4.5.1 Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected to move to the shortlist.

4.5.2 Mixed-Use Developer Information

Describe the role of individuals within the Mixed-Use Developer firm or each firm on the Mixed-Use Developer team and the composition, legal form and organizational structure of the Mixed-Use Developer team. Joint ventures should provide all requested information on all partners as well as each member entity or individual.

- Provide identification, role and experience of key personnel in each area of expertise proposed for the Mixed Use Development.
- In the case of joint ventures, provide a description of the member firms' experience working together on prior projects.
- Provide a listing of the present workload and capacity of the Mixed-Use Developer or each firm on the Mixed-Use Developer team.

4.5.3 Development Experience & References

Provide project history for a minimum of two (2) and a maximum of five (5) projects from the Mixed-Use Developer or team that meet the minimum qualifications requirements. Public-private partnerships are strongly recommended as qualifying experience. The information must include:

- Project name and location.
- Photographs of the projects.
- Name, address and telephone number for project owner, owner's project manager and/or owner's contact person on the project.
- Description of the project, project budget and schedule (including date of completion).
- Role and listing of services provided by the Mixed-Use Developer team members.
- Name, title and role of key personnel used to perform services.
- Project design and delivery method used.
- Project cost versus budget.
- Breakdown of sources and uses, including the value of any incentives provided by the public sector. Provide a description of the tools utilized and their total value to the project (in present value or over time, please specify).
- Construction manager and general contractor on the project.
- Listing of claims, which impacted owner and the resolution of those claims.
- Operating plan / structure including the management, marketing, and maintenance of the facilities.

The University will evaluate up to five (5) of these client references with respect to overall satisfaction, timeliness, communication, responsiveness and technical and financial capabilities with respect to the design, build, operations, and maintenance phases of the referenced projects.

4.5.4 Financial Capability

The ability of the Mixed-Use Developer to readily finance the Mixed-Use Development is paramount to the qualification review. Mixed-Use Developers must demonstrate financial capability via the past three years of financial statements, including balance sheets and income/loss statements for the Mixed-Use Developer or team. Letters from lending relationships stating lines of credit or history with similar projects are also recommended. Evidence that prior projects were readily financed with Mixed-Use Developer equity and debt is also helpful.

4.5.4 Contractual Arrangements

Provide the University with any form or contract the University may be requested to sign.

4.5.5 Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the Mixed-Use Developer and the University to view its operation. Each Mixed-Use Developer will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

4.5.6 Other Information

Such as brochures, reports, or other project information that the Mixed-Use Developer desires to submit for consideration. Such information should be limited to information specifically related to qualifications. General marketing brochures and extraneous materials are strongly discouraged.

4.6 MIXED-USE DEVELOPER RFQ EVALUATION CRITERIA

The shortlisting of Mixed-Use Developers will be based upon qualifications and a brief video conference interview only. The shortlisting process will not include a design competition of any proposed Mixed Use Development elements. Mixed Use Development proposals will only be received from shortlisted Mixed-Use Developers at that stage of the process. After the receipt of the RFQ responses, a final list of Mixed-Use Developers will be determined from a review of responses. All qualified Mixed-Use Developers may not make the shortlist. Only the top ranked Mixed-Use Developers will move forward to the RFP stage. Mixed-Use Developer criteria include the following:

- Ability to meet the University's objectives as described in the RFQ.
- Mixed-Use Developer Team experience on similar projects.
- Qualification and ability of Mixed-Use Developer team members to perform their respective roles.
- Reported integrity in prior similar negotiations.
- Mixed-Use Developer team chemistry, including experience working together on prior projects (if applicable).
- The financial capabilities of the Mixed-Use Developer or team.
- Other factors deemed relevant by the University

4.7 SHORTLISTED MIXED-USE DEVELOPER PROPOSAL (RFP) REQUIREMENTS

For those shortlisted to the RFP stage of the process, the following tabs are required: Please tab sections according to the order and breakout below:

4.7.1 Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected. This summary should also establish the P3 Master Developer's team vision and plan for executing the Mixed-Use Development.

4.7.2 Physical Development Proposal & Drawings

The following items are requested for any scenario of development proposed.

Drawings. Mixed-Use Developers shall provide, at a minimum, floor plans, sections, and exterior elevations for the proposed development program.

In addition, written information shall be inclusive of at least one of the following and consistent with the required Mixed Use Development components:

Hotel

- Hotel brand or brand family
- A breakdown of hotel rooms
- Gross and net square footage estimates, and by space type
- Description of exterior finishes/materials
- Description of interior and space finishes/materials
- Description of parking needs for the hotel
- Number of stories
- Projected ADR and occupancy
- Projected other revenue streams (F&B, etc.)
- Projected franchise and management fees, if applicable.

Student Housing

- A breakdown of the residential unit mix by category
- Gross and net leasable square footage estimates
- Description of exterior finishes/materials
- Description of interior and unit finishes/materials
- Description of parking plan/needs for residential
- Number of stories
- Projected rental rates and passthroughs
- Projected management fees, if applicable.

Restaurant and Retail Space

- Gross and net leasable square footage estimates
- Type / amount of retail / restaurant
- Description of exterior finishes/materials

- Description of interior and space finishes/materials
- Description of parking needed
- Number of stories
- Projected rental rates and passthroughs
- Plan for tenant improvements
- Projected management fees, if applicable.

Entertainment Venue

- Type of venue proposed
- Breakdown of capacity and premium seating
- Gross and net square footage estimates
- Description of exterior finishes/material
- Description of interior and space finishes/materials
- Description of parking needs
- Number of stories
- Projected number/type of events and average attendance
- Projected other revenues streams, by type
- Proposed operating model
- Projected management fees, if applicable

Office Use

- Description of anticipated Class and amenities
- Gross and net leasable square footage estimates
- Description of exterior finishes/materials
- Description of interior and space finishes/materials
- Description of parking plan/needs for office
- Number of stories
- Projected rental rates and passthroughs
- Plan for tenant improvements
- Projected management fees, if applicable.

Parking

- A breakdown of the parking spaces by use/user type
- Projected parking rates by use/user type

- Number of stories
- Description of exterior finishes/materials

Other Proposed Uses

- Description of proposed use
- Detail on the breakdown of space by type
- Projected parking needs
- Number of stories
- Projected rental or applicable rates

4.7.3 Management Company

An Operator for the Stadium, Conference Center, and Entertainment Venue will be selected after Mixed-Use Developer RFQ submission and shortlisting but prior to a Mixed-Use Developer RFP submission due date. The management company/companies proposed for any other use(s) is/are requested to be included in the proposal and should be experienced in the management and marketing of similar properties. Provide three examples of similar properties from each proposed management company.

- Brief history of the management company
- List of comparable properties managed by the company
- Marketing and Sales plan (preliminary)
- Expected timeline for the term of the management contract

4.7.4 Operating Plan

Mixed-Use Developer shall outline the proposed operating plan, including the management, marketing, and maintenance of the facilities.

4.7.5 Mixed-Use Development Schedule

Mixed-Use Developer shall provide a proposed Mixed Use Development schedule, from authorization to negotiation through the opening of the Mixed-Use Development components. Please specify realistic timing/phasing for all elements in your proposal.

4.7.6 Mixed-Use Development Budget, Financing

Mixed-Use Developer shall provide a detailed development budget for the proposed Mixed-Use Development, broken down by major component and by type of cost (hard construction, soft costs, contingency). Any additional detail is helpful.

Mixed-Use Developer shall provide a ten-year projection of income and expenses for the proposed Mixed Use Development components that can be then tied to supportable financing, internal rates of return and other financial measures.

Mixed-Use Developer shall provide a proposed financing plan, showing:

- The amount of equity proposed from the Mixed-Use Developer, by equity source. If the equity is to come from sources beyond the principals of the Mixed-Use developer team, the equity sources (name, address) should be named. If these sources are not firm, the Mixed-Use Developer should describe the situation with respect to accessing equity and the timing necessary to receive an equity commitment. The Mixed-Use Developer should provide documents showing evidence of the existence and availability of funds for Mixed Use Development equity, if available, from the Mixed-Use Developer or other equity sources. Please mark any items “confidential” in your proposal that you believe should be held as confidential.
- The amount of debt to be issued to the Mixed-Use Developer or team, the assumed loan terms and the source of that debt. If the source of the debt is unconfirmed, please list at least two banks that have relationships with your firm that will be sought to fund the debt. Provide letters of credit or other evidence of a relationship with lenders.
- Any incentives requested, by component and phase, calculations for their present value and the basis for the request. The method by which incentives are provided is not requested. However, any discussion of methods that the Mixed-Use Developer has used or suggests is welcome.
- A summary of the Mixed Use Development’s value versus the Mixed Use Development’s cost, by component and phase (if applicable), and resulting financing. Please show the proposed capital stack and how any financial feasibility gap is determined.

Respondents shall provide evidence of Mixed-Use Developer’s financial capability via audited financial statements, balance sheets and other collateral showing ability to access equity for the Mixed-Use Development. Again, please mark any items “confidential” in your proposal that you believe should be held as confidential. If statements have not been independently audited, please state this fact.

4.8 MIXED-USE DEVELOPER RFP EVALUATION CRITERIA

Mixed-Use Developer RFP evaluation criteria include the following:

- Prior RFQ evaluation criteria
- Proposed development plan
- Mixed Use Development schedule / timeline
- Proposed operating plan including facility management, marketing, and maintenance of the facilities
- Proposed financial proposal including overall financing plan and Mixed-Use Developer fees
- The financial capabilities of the Mixed-Use Developer or team
- Other factors deemed relevant by the University.

4.9 MIXED-USE DEVELOPER RFQ/RFP SUBMISSIONS DETAILS:

Responses must be submitted electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids> Please also provide twelve (12) hard copies, as well as one (1) electronic copy (provided via download link and/or on a USB device) in pdf format of the above materials. Must be delivered by the deadline to: must be delivered by the deadline to:

University of Kansas; Facilitates Planning and Development; Attn: Tanya Shaw; 1246 SW Campus Drive, Room 30, Lawrence, KS 66045

Each element should be in order, divided by tab dividers, with page numbers. For the RFQ & RFP the required elements must be kept to 40 pages or less, not including tab dividers. Any additional materials may be provided but must be placed in an appendix.

The University reserves the right to discard any materials delivered after the deadline.

Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders.

4.10 MIXED-USE DEVELOPER SELECTION PROCESS SCHEDULE

(All dates subject to change. Addendums will be posted with any changes to the process).

- | | |
|--|-------------------|
| ▪ Advertise & Issue RFQ/P | June 22, 2023 |
| ▪ Pre-submittal Meetings & Tours Completed | July 28, 2023 |
| ▪ Written Questions Due | August 4, 2023 |
| ▪ Questions Answered Via Addendum Completed | August 11, 2023 |
| ▪ Additional Renderings & Information released | August 11, 2023 |
| ▪ RFQ Submittals Due | August 18, 2023 |
| ▪ Developer Shortlisting | September 1, 2023 |
| ▪ Mixed-Use Developer Proposals Due | October 13, 2023 |

Mixed-Use Developer interviews are estimated to be completed by December 1, 2023 and selected by December 8, 2023.

SECTION 5 TERMS & CONDITIONS (for all Respondents)

This document provides a non-exhaustive list of key contractual principles the University of Kansas expects to be part of the final contract documents with the successful bidder(s). This recitation of key contractual principles is not a binding contract, lease, or offer, and is provided to highlight their importance in the negotiation of future agreements.

University of Kansas

“General Terms and Conditions”

1. Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
2. Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Lawrence, Douglas County, Kansas, unless otherwise specified and agreed upon by the University of Kansas.
3. Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
4. Statutes: Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
5. Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Douglas County, unless otherwise specified and agreed upon by the University of Kansas. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the University is a party.
6. Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively “notices”) which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:
 - a. KU Procurement
 - b. 1246 W. Campus Rd., Rm. 30
 - c. Lawrence, KS 66045-7505
 - d. RE: Bid number as noted in the header of this electronic bid document.
7. Contract Documents; Order of Precedence: This solicitation and any amendments thereto, and the Contractor's proposal or bid and any amendments thereto are hereby incorporated, along with the negotiated contract prior to solicitation award and the KU-146a, shall compose the complete understanding of the parties.

Vendor address: _____

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
Form KU-146a;

Negotiated contract, executed by both parties hereto;
University of Kansas General Terms and Conditions;

University's solicitation including any and all addenda; and

Contractor's written proposal submitted in response to this solicitation as finalized.

8. Integration: This contract, in its final composite form, will represent the entire agreement between the parties and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties will be independent of and have no effect on any other contracts of either party.
9. Contract Formation: No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by Contractor.
10. Modification: This contract may only be modified by written agreement of the parties. No alteration or variation of the terms and conditions of this contract will be valid unless made in writing and signed by the parties. Every amendment must specify the date on which its provisions will be effective.
11. Termination for Cause: The KU Chief Procurement Officer (“CPO”) may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - a) the Contractor fails to make delivery of goods or services as specified in this contract; or
 - b) the Contractor provides substandard quality and/or workmanship;
 - c) the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The CPO shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as KU may authorize in writing), the CPO shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

12. Accounts Receivable Set-Off Program: K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payment setoff in this manner constitutes lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

During the course of this contract if the Contractor is found to owe a debt to the State of Kansas, payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. The Contractor shall credit the University’s account in an amount equal to the funds intercepted.

13. Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two (2) years after that state employee’s termination of employment with the State.
14. Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers’ compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

15. Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

16. Subcontractors: The Contractor shall be the sole source of contact for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The University of Kansas requires tax information regarding all subcontractors be disclosed upon request.

17. Industry Standards: Materials or work called for in this contract will be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations that apply.
18. Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee at any time.
19. Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.

20. Third Party Beneficiaries: This contract does not provide any enforceable rights to any third party.
21. Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
22. Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
23. Proof of Insurance: Upon request, the Contractor shall present satisfactory evidence of Workers' Compensation, Commercial Liability, and Property Damage Insurance to KU Procurement Services.
24. Hold Harmless: The Contractor shall indemnify the University against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The University shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice the University's right to recover against third parties for any loss, destruction or damage to State property.

25. Care of University Property: The Contractor shall be responsible for the proper care and custody of any University-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse University for such property's loss or damage caused by Contractor, normal wear and tear excepted.
26. Confidentiality: All University information or data is considered confidential information. Contractor agrees to return any or all information or data furnished by the University promptly at the request of University, in whatever form it is maintained by Contractor. Upon termination or expiration of this contract, the Contractor and each of the persons and entities working for the Contractor shall destroy or return at University's request all data, information electronic, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information.

27. Treatment of Confidential Information. Contractor may have access to information and private or confidential data ("confidential information"), maintained by University, to the extent necessary to carry out Contractor's responsibilities under this contract. This confidential information may include, but is not limited to security arrangements, personal financial information, information regarding undercover law enforcement agents, social security numbers, student employees, medical providers and/or their recipients, etc. Contractor agrees that any confidential information it may have in its custody regarding any participant or other information identified by the University as being private or confidential shall be kept strictly confidential. Except as otherwise expressly provided, Contractor may not disclose any confidential information at any time to any person or entity. Contractor agrees to comply with all state and federal confidentiality laws in providing services under this contract. Contractor also agrees to the following:
1. Contractor shall be fully responsible for providing adequate supervision and training to its agents and employees to ensure compliance with all applicable State and Federal laws regarding confidentiality and/or open records issues. No private or confidential data collected, maintained, or used in the course of performance of this contract may be disseminated by Contractor except as required by statute, either during the period of this contract or thereafter. Contractor shall only use confidential information as required by this contract. All electronic data shall be secured through encryption or other comparable security measures.
 2. Contractor shall limit access to confidential information solely to staff of Contractor who has a business need to know for purposes of fulfilling Contractor's obligations under this contract. Contractor shall not remove confidential information from the University without the University's prior written approval.
 3. The Contractor shall hold all such confidential information in trust and confidence for the University, and agrees that its employees will not, during the performance or after the termination of this agreement, disclose to any person, firm, or corporation, or use for its own business or benefit any information obtained by it while in execution of the terms and conditions of this contract.
 4. Upon University's request, any staff, individual or entity assigned to work for Contractor under this contract shall separately sign a non-disclosure agreement(s) and be bound by the requirements of this Subsection and any University or State of Kansas computer security user agreement, which is incorporated by reference herein.
 5. All confidential information of the University shall be and remain the sole property of the University. Upon termination of this contract or at the request of the University, the Contractor shall deliver all confidential information promptly to the University and shall not make, retain or distribute any copies thereof.
28. Unauthorized Use. The Contractor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, citizens, vendors or other information for any purpose other than the performance of this contract.
29. Press Releases, Public Statements, and/or Communications. Contractor agrees that no public statement, release, or communication acknowledging or implying that the University is a customer of Contractor is allowed under this contract. Any approval by the University for such public statement, release, or communication shall only be provided in writing by University. The University may refuse such a request for any reason.
- A. Injunctive Relief. Contractor acknowledges that any breach of its confidentiality obligations hereunder will constitute immediate and irreparable harm to the University, and/or its successors and assigns, which cannot adequately and fully be compensated by money damages and will warrant, in addition to all other rights and remedies afforded by law, injunctive relief, specific performance and/or other equitable relief.
 - B. Confidential Information. Contractor shall hold harmless and indemnify the University for expenses or damages, of any kind, incurred or suffered by the University as a result of the unauthorized disclosure or failure to protect or secure confidential information identified by Contractor or any agent, representative, employee or subcontractor of Contractor. Contractor shall notify the University of any loss or breach of confidential information within twenty-four (24) hours of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches or loss of confidential information. In the event of any security breach in which the confidential information of one or more individuals is compromised or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (including

lost wages and efforts spent to defend or correct against identity theft) caused to the University or any individual for the disclosure of any confidential information. Contractor shall provide notice to the University and affected individuals of such disclosure. In addition to any remedial measures required by law or applicable legal, governmental or regulatory authority, Contractor shall cover costs of losses for remedial measures to individuals to include but are not limited to, costs of notification to individuals, establishment and operation of call centers, credit monitoring for a period of twelve (12) months and restoration services. Contractor will require these same terms herein to apply to any of third party vendor or subcontractor of Contractor. The University shall in its sole discretion make the final determination of necessary remedial measures required by this provision.

- C. Survive Termination. The provisions of this Section, Confidentiality, shall survive termination of this contract.
30. Injunctions: Should the University be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
 31. Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
 32. Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by University shall not constitute a waiver.
 33. Criminal Or Civil Offense: Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
 34. Rights and Remedies: If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any completed materials that are owned by the University. The University shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by University subject to any offset by University for actual damages including loss of federal matching funds.

The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

35. Retention of Records: Unless the University specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal, state and university representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of university, state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the University.

36. Antitrust: If the Contractor elects not to proceed, the Contractor assigns to the University all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the University of Kansas relating to the products or services purchased or acquired by the University pursuant to this contract.
37. Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

With the acceptance of this contract, the Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the University's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to University any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

38. Federal Defend Trade Secrets Act (DTSA): All contractors are expected to comply with the Federal Defend Trade Secrets Act (DTSA), as may be amended from time to time. Contractor warrants and represents that Contractor has complied with the notice requirements of DTSA's whistleblower immunity provisions. Contractor agrees to indemnify, defend, and hold harmless University and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any violation of DTSA by Contractor or its employees, directors, officers, subcontractors, agents or other members of its workforce. Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the contract.
39. HIPAA/FERPA Language (if applicable):
 - A. Use and Disclosure of University Data. Contractor agrees to comply with all state and federal confidentiality laws in providing services under this Contract. Any University data that Contractor may access in performing its obligations (including individually identifiable health information covered by FERPA or HIPAA) shall be held in strict confidence and shall not be further used or disclosed unless authorized in writing by University or required by law. Only if applicable, the Contractor shall be required to sign a Business Associate Agreement as required by the Health Insurance Portability and Accountability Act (HIPAA)
 - B. Safeguards. Contractor shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards (including any required by federal law) to protect the confidentiality, integrity and availability of University data in any form or media, created, received, maintained or transmitted on behalf of the University. Contractor shall document and keep these security measures current. Contractor shall cooperate in good faith in response to any reasonable requests from University to discuss, review, inspect, and/or audit Contractor's safeguards.
 - C. Subcontractors. If Contractor provides any University data received from, or created for, University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on Contractor.

- D. Notice of Unauthorized Use or Disclosure, Security Incident or Breach. Contractor agrees to notify the University of any use or disclosure of University data that is not permitted by the contract, or any security incident or breach involving the University data, within five (5) business days of discovery of the unauthorized use, security incident or breach. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a misuse or unauthorized disclosure of University data by the Contractor in violation of the requirements of this Section.
- E. Red Flags. Contractor shall be responsible for implementation of an Identity Theft Monitoring Policy and Procedure to protect individuals' information that may be breached by the Contractor under applicable Federal Trade Commission Regulations Red Flag Rules.
- F. Disclosure of Practices, Books and Records. Contractor agrees to make internal practices, books and records relating to the use and disclosure of University data received from the University, or created or received by Contractor on behalf of University, available to the University or the U.S. Department of Health and Human Services or the U.S. Department of Education in a time and manner designated by the University or relevant Department, for the purposes of determining the parties compliance with applicable federal confidentiality laws and corresponding regulations.
- G. Termination. Upon termination, cancellation, expiration, or other conclusion of the contract, Contractor shall return to University or, if return is not feasible, destroy all University data in whatever form or medium that Contractor received from or created on behalf of University. This provision shall also apply to all University data that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information. Contractor shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this contract. Within such thirty (30) day period, Contractor shall certify in writing to University that such return or destruction has been completed. If Contractor destroys the University data, it shall be done with the use of technology or methodology that renders the data unusable, unreadable, or undecipherable to unauthorized individuals as specified by the U.S. Department of Health and Human Services ("HHS") for data covered by HIPAA. If Contractor believes that the return or destruction of the data is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is not feasible, Contractor shall extend the protections of the contract to the University data received from or created on behalf of University, and limit further uses and disclosures of such University data, for so long as Contractor maintains the data.
- H. Indemnification. Contractor agrees to indemnify, defend and hold harmless University and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this section entitled "Confidentiality" or from any acts or omissions related to this "Confidentiality" section by Contractor or its employees, directors, officers, subcontractors, agents or other members of its workforce. Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the contract.
- I. HIPAA Confidentiality. Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the University could not. This protection continues as long as the data is in the Contractor's possession.

The Contractor shall establish and maintain procedures and controls acceptable to the University to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

- 40. Incorporated Terms: The Vendor Suspension, Vendor Debarment, and Dispute Resolution sections of the University's Purchasing Procedures Manual, which is available at <http://procurement.ku.edu/purchasing-policy-and-procedures>, are incorporated herein by this reference for all purposes and shall govern the parties' obligations and responsibilities with respect to the same subject matter. The University may revise and update these sections of the Procurement Procedures Manual at any time and at the University's discretion and without notice. When any change is made, a revised version will be posted upon effective date.

41. Transition Assistance: In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to University to allow for a functional transition to another contractor.
42. Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be in accordance with the Kansas Prompt Payment Act, K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.
43. Inspection: The University reserves the right to reject, on arrival at destination, any items which do not conform to the specifications of this contract.
44. Quality: Materials and workmanship shall be of the highest quality. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the Contractor's expense. The decision of the CPO shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the Contractor.
45. Acceptance: No contract provision or use of items by the University shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
46. Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the University. The Contractor may not release any materials without the written approval of the University.

CONTRACTUAL PROVISIONS ATTACHMENT

1. Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the University of Kansas or any of its affiliates (collectively, "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3. Termination Due To Lack Of Funding Appropriation: If sufficient funds are not appropriated to continue the function performed in this contract and for the payment of the charges hereunder, the University may terminate this contract at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Kansas Law and Venue: All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.

5. Anti-Discrimination Clause: Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116 or federal or other state equivalent; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission such violation) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it determined that the Contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year. In accordance with the Governor's Executive Order 18-04, the University has policies prohibiting sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://policy.ku.edu/> and provide for confidentiality and anonymous reporting.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the Contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the Contractor for conducting business which is the subject matter of this contract.

10. Insurance: The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. Information/Confidentiality: As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. Privacy of Student Records: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.

15. Export Control: Contractor agrees to comply with all U.S. laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify the University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). The University reserves the right to decline to accept any items or information controlled under ITAR or EAR.

16. Facility Access: To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the University with a certificate of insurance.

17. Certification: Contractor hereby certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.27, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

18. No Endorsement: Contractor agrees it will not use or display the name, logo, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.

SECTION 6 SUPPLEMENTAL MATERIAL

APPENDIX I SOLICITATION GENERAL INSTRUCTIONS

APPENDIX II INSURANCE REQUIREMENTS

APPENDIX III SETBACK EXHIBIT

APPENDIX IV ATHLETICS FOOD SERVICE

APPENDIX V CAMPUS-WIDE PARKING

APPENDIX I SOLICITATION GENERAL INSTRUCTIONS

1. Proposal Submission: All proposals must be submitted via KU eBids (ionwave.net). Proposals received prior to the closing date shall be kept secured and sealed until closing. The eBid system does not allow bids to be accessed until the solicitation is closed. E-mailed or Telephoned Proposals will not be accepted.

It is important to note that KU eBids will not accept proposals after the published Close Date and Time. It is the supplier's responsibility to ensure a bid is submitted timely. Please do not wait to submit until just before the solicitation closes. In the event there are technical issues with your submission, submitting significantly ahead of the Close Date and Time will allow for time to get assistance and ensure that the bid is successfully submitted. Additionally, there are rare instances where messages from KU eBids/IonWave confirming bid submission or providing alerts on issues with a bid submission may go into a Junk folder. Please check Junk folders if no confirmation email is received immediately after submission. For assistance with anything related to the KU eBids/IonWave system please contact KU Procurement or you can reach out to the support team at IonWave.

KU eBids/IonWave Technical Support
Phone: 866.277.2645 x4
Email: support@ionwave.net

Please review all tabs in the eBid system. If you do not respond to all required questions, the system will not allow submission of a bid.

2. Proposal Reference Number: The Solicitation number, indicated in the header of this request MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Procurement Contact reflected on this request. There shall be no communication with any other University employee and/or University consultant regarding this Request except with designated University participants during negotiation sessions and other opportunities specified in this Request unless prior approval is obtained from KU Procurement personnel. Violations of this provision by supplier or University personnel may result in the rejection of the proposal.
3. Negotiated Procurement: This is a negotiated procurement pursuant to K.S.A. 76 - 769. Evaluation of the proposals and a recommendation for award will be made by The Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees): Vice Provost for Administration and Finance or their designee; the KU Chief Procurement Officer or their designee; and a member of the appropriate University department.

The Chief Procurement Officer will review the PNC recommendation and determine final award.

4. Appearance Before Committee: Any, all or no suppliers may be required to appear before the PNC to explain the suppliers understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from suppliers as needed. If information is requested, the PNC is not required to request the information of all suppliers.

Suppliers selected to participate in negotiations may be given an opportunity to submit a revised proposal and/or their revised offer to the University. Prior to a specified cut - off time for revised offers, suppliers may submit revisions to their technical and cost proposals. All information received prior to the cut - off time will be considered part of the supplier's revised offer.

No additional revisions shall be made after the specified cut - off time unless requested by the University.

5. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the supplier. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.
6. **Preparation of Proposal:** In case of error in computations or totals, the unit price shall govern. The University has the right to rely on any price quotes provided by suppliers. The supplier shall be responsible for any mathematical error in price quotes. The University reserves the right to reject proposals which contain errors.

Technical proposals shall contain a concise description of supplier's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

7. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the supplier to KU Procurement prior to the closing date.
8. **Competition:** The purpose of this solicitation is to seek competition. The supplier shall advise the KU Procurement if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the KU Procurement no later than five (5) business days prior to the closing date. The Chief Procurement Officer reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
9. **Evaluation of Proposals:** Award shall be made in the best interest of the University as determined by The University of Kansas or their designees. In addition to any specific evaluation criteria in the solicitation the following may also be considered:
 - a. Cost
 - b. Adequacy and completeness of proposal
 - c. Supplier's understanding of the project
 - d. Compliance with the terms and conditions of the Request
 - e. Experience in providing like services
 - f. Qualified staff
 - g. Methodology to accomplish tasks
 - h. Response format as required by this Request
10. **Acceptance or Rejection:** The University reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.
11. **Proposal Disclosures:** At the time of closing, only the name of the suppliers who submitted proposals shall be made public information. No price information will be released.

After award of the solicitation, copies of individual proposals may be obtained under the Kansas Open Records Act. Please see below for instructions to request an estimate of the cost to reproduce the documents. Upon receipt of the funds, the documents will be mailed. You may also request to review the proposal file. Please contact the Custodian of Public Records indicated below to set up an appointment. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

The University of Kansas requires that you submit a written request to obtain public records. Please include the following information in your request:

Name

Mailing address

Daytime telephone number

Fax number, if applicable

A specific description of the records you are requesting. Please make your request as specific as possible to expedite the process.

Regular office hours on all business days, excluding Saturday and Sunday, are from 8 a.m. to noon, and from 1 p.m. to 5 p.m.

Mail your request(s) to:

Custodian of Public Records

Office of the Provost

University of Kansas

1450 Jayhawk Boulevard, 230G Strong Hall

Lawrence, KS 66045 - 7535

Charges for the service shall be collected in advance. University records shall remain in the possession and control of a University staff member during inspection and/or duplication.

12. Disclosure of Proposal Content and Proprietary Information: All proposals become the property of the University of Kansas. The Open Records Act (K.S.A. 45 - 205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the contracting process and be available for examination by all interested parties. No proposals shall be disclosed until after a contract has been signed by all required parties. The University reserves the right to destroy all proposals if the Solicitation is withdrawn; a contract award is withdrawn, or as otherwise provided by Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or returned to the bidder upon their written request.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary, and the supplier's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The supplier shall provide detailed written documentation justifying why this material should be considered "Proprietary". KU Procurement Services reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The University of Kansas does not guarantee protection of any information which is not submitted as required.

13. Exceptions: By submission of a response, the supplier acknowledges and accepts all terms and conditions of the Solicitation unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".
14. Award: An award is made on execution of the written contract by all parties.
15. News Releases: Only the University is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract unless prior approval is obtained through KU Procurement.

On-Site Inspection: Failure to attend the pre-bid conference at the bid site shall not relieve the successful bidder from furnishing without additional cost to the University any materials, equipment, supplies or labor that may be required to carry out the intent of this solicitation. Submission of a bid shall be construed as evidence that the bidder has made necessary examination, inspection and investigation.

16. **Subcontractors:** Kansas Statute K.S.A. 75-3741, as amended, requires a bidder to list and identify the “Major Sub-Contractors” for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the “Project as a whole” is to be awarded.
17. **Payment, Performance and Statutory Bonds:** For all phases of the Project, the P3 Master Developer and/or Mixed Use Developer and their subcontractors, vendors and agents shall maintain insurance, and payment, performance and statutory bonds (or an approved alternative) acceptable to the University – in its sole discretion – and compliant with Kansas law.
 - a. Insurers and sureties must be acceptable to the University. If at any time the University, for justifiable cause, becomes dissatisfied with the financial solvency of an insurer or surety, P3 Master Developer and/or Mixed-Use Developer must promptly procure a substitute insurer/surety.
 - b. The P3 Master Developer and/or Mixed Use Developer’s failure to promptly procure an acceptable substitute insurer/surety shall be grounds to withhold further payments until the new insurer/surety is in place.
18. **Data:** All data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the University.
19. **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the University.
20. **Certification of Materials Submitted:** The response to this solicitation, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful bidder and the University. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
21. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by the bidder shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
22. **Award:** Award will be by line item or group total, whichever is in the best interest of the University of Kansas.

APPENDIX II INSURANCE REQUIREMENTS

The following are general insurance requirements subject to change and negotiation upon award of any Agreements between Contractor and University as part of this RFP.

	Workers Compensation	General Liability	Auto Liability	Umbrella Liability	Crime	Cyber	Pollution Liability	Errors & Omissions	Property
Operator	Statutory & Employers Liability as required by Kansas Law	Each Occurrence: \$2,000,000; Products/Completed Operations Aggregate: \$2,000,000; General Aggregate: \$4,000,000; If applicable Liquor Liability Insurance: \$1,000,000 each Occurrence \$2,000,000 General Aggregate. Policy must include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.	Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than \$2,000,000 per occurrence. Garage keepers Liability - if applicable - in the amount of \$1,000,000 each accident or occurrence and \$2,000,000 in the general aggregate	Not less than \$10,000,000; This policy shall provide excess coverage over all underlying policies required above.	Fidelity or crime insurance with limits of liability of \$1,000,000 or such higher limits as the University may from time to time deem reasonable and proper covering any person handling or responsible for funds.	Cyber Liability Insurance with limits of not less than \$10,000,000 for each wrongful act) is required. The policy must cover: Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of The System's data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor; Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Liability for technological products and services; PCI fines, fees, penalties and assessments; Cyber extortion payment and response costs; First and Third Party Business Interruption Loss resulting from a network security failure; Liability for technological products and services; Costs of restoring, updating or replacing data; and Liability losses connected to network security, privacy, and media liability.	Pollution - Pollution legal liability insurance including, but not limited to, clean-up costs with a limit of not less than \$5,000,000 per claim and in the aggregate.	Professional Liability Insurance (Errors and Omissions) with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.	TBD

	Workers Compensation	General Liability	Auto Liability	Umbrella Liability	Crime	Cyber	Pollution Liability	Errors & Omissions	Property
P3 Master Developer	Statutory & Employers Liability as required by Kansas Law	Each Occurrence: \$2,000,000; Products/Completed Operations Aggregate: \$2,000,000; General Aggregate: \$4,000,000; Policy must include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.	Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than \$2,000,000 per occurrence. Garage keepers Liability - if applicable - in the amount of \$1,000,000 each accident or occurrence and \$2,000,000 in the general aggregate	Not less than \$10,000,000; This policy shall provide excess coverage over all underlying policies required above.	Fidelity or crime insurance with limits of liability of \$1,000,000 or such higher limits as the University may from time to time deem reasonable and proper covering any person handling or responsible for funds.	Cyber Liability Insurance with limits of not less than \$5,000,000 for each wrongful act) is required. The policy must cover: Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of The System's data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor; Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Liability for technological products and services; PCI fines, fees, penalties and assessments; Cyber extortion payment and response costs; First and Third Party Business Interruption Loss resulting from a network security failure; Liability for technological products and services; Costs of restoring, updating or replacing data; and Liability losses connected to network security, privacy, and media liability.	Pollution - Pollution legal liability insurance including, but not limited to, clean-up costs with a limit of not less than \$5,000,000 per claim and in the aggregate.	Professional Liability Insurance (Errors and Omissions) with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.	To be determined

	Workers Compensation	General Liability	Auto Liability	Umbrella Liability	Crime	Cyber	Pollution Liability	Errors & Omissions	Property
Mixed Used Developer	Statutory & Employers Liability as required by Kansas Law	Each Occurrence: \$2,000,000; Products/Completed Operations Aggregate: \$2,000,000; General Aggregate: \$4,000,000. Policy must include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.	Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than \$2,000,000 per occurrence. Garage keepers Liability - if applicable - in the amount of \$1,000,000 each accident or occurrence and \$2,000,000 in the general aggregate	Not less than \$10,000,000. This policy shall provide excess coverage over all underlying policies required above.	Fidelity or crime insurance with limits of liability of \$1,000,000 or such higher limits as the University may from time to time deem reasonable and proper covering any person handling or responsible for funds.	Cyber Liability Insurance with limits of not less than \$5,000,000 for each wrongful act) is required. The policy must cover: Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of The System's data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor. Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Liability for technological products and services; PCI fines, fees, penalties and assessments; Cyber extortion payment and response costs; First and Third Party Business Interruption Loss resulting from a network security failure; Liability for technological products and services; Costs of restoring, updating or replacing data; and Liability losses connected to network security, privacy, and media liability.	Pollution - Pollution legal liability insurance including, but not limited to clean-up costs with a limit of not less than \$5,000,000 per claim and in the aggregate.	Professional Liability Insurance (Errors and Omissions) with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.	To be determined

Additional insurance requirements:

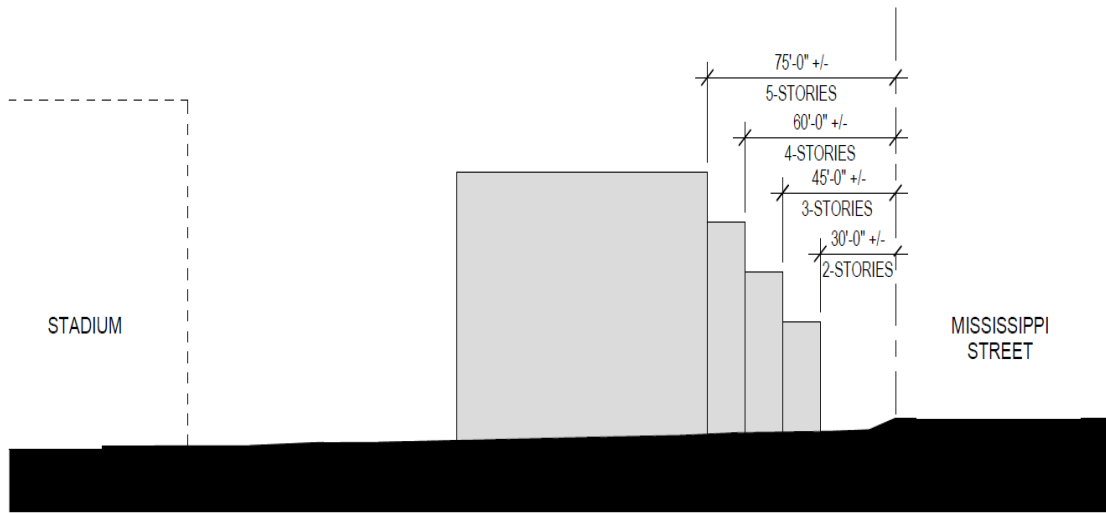
- Insurance must be placed with insurers duly licensed or authorized to do business in the State of Kansas and with an "A.M. Best" rating of not less than A- VII.
- Before the commencement of any work, Contractor must furnish to The University an original, latest edition Certificate of Insurance written on a standard ACORD form acceptable to The University, evidencing that it has procured the insurance required herein. The University reserves the right to require Contractor to provide updated certificates of insurance, declaration pages, and/or endorsements evidencing the terms and conditions required herein at any time. Contractor must replace all such certificates with new ones within 10 days of expiration. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.
- With the exception of Workers' Compensation, Employer's Liability and Professional Liability, The University, its officers, employees, agents, and volunteers must be included as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor. Commercial General Liability must include The University and its officers, employees, agents, and volunteers as additional insureds for both on-going and completed operations.
- All policies must be endorsed to provide a waiver of subrogation in favor of The University.
- All policies of insurance must be endorsed to be primary and non-contributory with any insurance coverages and/or self-insurance maintained by The University.
- All insurance policies must provide for written notice of cancellation to be sent to the The University in accordance with policy provisions. In the event of notice of cancellation of or material change in any insurance required herein, within two (2) days upon receiving such notice, Contractor shall provide written notice to The University.
- Contractor must require and verify that any and all contractors, architects, engineers and other consultants which are not protected under Contractor's own insurance policies maintain

insurance of the same nature and in the same amounts as required of Contractor in this Agreement.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

- Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by The University to Contractor.
- Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until Services have been fully performed and accepted by The University in writing.
- If any insurance coverage required herein is written on a "claims made" basis, the policy retroactive date must precede the effective date of this Agreement and must not be advanced during the term of this Agreement. Contractor agrees that such coverage must remain in force, either by maintaining continuous "claims made" coverage or by purchasing an extended reporting option, until the applicable preemptive period or statute of repose for any claims has expired. Contractor must provide The University with proof of continuous coverage at the time the policy is renewed.

APPENDIX III SETBACK EXHIBIT



11th & Mississippi Setback Exhibit

APPENDIX IV FOOD SERVICE

Service Providers for Athletics Food Service

Scope

A successful respondent to this Solicitation will outline a plan to support Concessions, Premium Catering, Conference Center Catering, and the Football training table ("Athletics Food Service"). For purposes of this Appendix, "Service Provider" will include Operators, P3 Master Developers and/or Service Providers responding to the Athletics Food Service portion of this RFP.

Proposals for the Athletics Food Service Provider should include a seven-year and a ten-year option. Service Providers should plan to begin providing Concessions, Premium Catering and Football Training table in June of 2024. Conference Center catering will begin once Conference Center development is complete.

Kansas Athletics Venues:

Memorial Stadium – Football/KU Commencement

Allen Fieldhouse – Men's basketball; Women's Basketball; Graduations

Horejsi – Volleyball

Hoglund – Baseball

Rock Chalk Park – Outdoor Track & Field, Softball, Soccer

The scope comprises of Athletics Food Service for all ticketed events including football, basketball, baseball, softball, track, soccer, and volleyball. Golf is not included. All venues serve beer and wine in general concessions except for Allen Fieldhouse

Please note that sales in athletics are expected to increase substantially based on the addition of several new facilities. Proposals, including incentives, should be adjusted accordingly.

Additional Venue Specific Information:

Allen Fieldhouse – when renovation is completed in Fall of 2024, AFH will include approximately 14,000 sf of premium hospitality space, 90 points of sale for concessions including grab & go, and 3,000 sf of support space that can be used for pantry, commissary, and cooking.

David Booth Memorial Football Stadium – plans for the new stadium (West and North) include approximately 46,000 sf of premium hospitality space serving 3,170 patrons, 100 points of sale for concessions including grab & go and 30,000 sf of support space that can be used for pantry, commissary, and cooking.

Gross Revenue Concessions:

Fiscal Year	Facility	Type of Event	Gross Revenues
2018	David Booth Memorial Stadium	Football	\$ 1,605,236
2019	David Booth Memorial Stadium	Football	\$ 1,605,236
2020	David Booth Memorial Stadium	Football	\$ 1,881,257
2021	David Booth Memorial Stadium	Football	COVID Limited

Revenues related to Allen Field House are not available for the above time period.

Fiscal Year	Facility	Type of Event	Gross Revenues	Per Cap Food	Per Cap Alcohol	Per Cap Total
2022	Allen Fieldhouse	Men's Basketball	\$ 846,381	\$ 4.71	n/a	\$ 4.71
2023	Allen Fieldhouse	Men's Basketball	\$ 1,011,980	\$ 4.80	n/a	\$ 4.80
2022	David Booth Memorial Stadium	Football	\$ 729,962	\$ 5.04	\$ 4.05	\$ 9.09
2023	David Booth Memorial Stadium	Football	\$ 1,989,590	\$ 6.49	\$ 5.28	\$ 11.77

Alcohol sales added in 2019 for football, baseball, softball, track, soccer, and volleyball. There are no alcohol sales in Allen Fieldhouse for men's or women's basketball games. Revenue for other venues is smaller and currently not tracked by Kansas Athletics.

Gross Revenue Premium Catering and Conference Center Catering:

These expenses were historically paid to a mix of the Kansas Union, local grocery and liquor stores.

Premium Catering will be significantly different during the next season for Allen Fieldhouse due to on-going renovations. Similarly, after the renovations for the David Booth Memorial Stadium premium catering revenues will increase with an increase in premium seating in the west stands and the addition of the conference center that does not currently exist.

Football (Suites & Cabanas)

- 2022-23 ('22 season) = \$162,084
- 2021-22 ('21 season) = \$144,971

Men's Basketball (Pre-game and halftime hospitality areas)

- 2022-23 = \$369,208
- 2021-22 = \$273,898

These expenses historically paid to a mix of the Kansas Union, local grocery and liquor stores.

Plans for food and beverage for premium and club spaces is still to be determined. The University welcomes recommendation on how to package food and beverage into these spaces. Below is the current anticipated inventory (subject to change):

Founders Suites (10)	240 seats
Traditional Suites (13)	208 seats
Mini Suites (15)	180 seats
Living Room Boxes (40)	160 seats
Loge (41)	164 seats
Ledge	294 seats
Club	1,758 seats
Memberships	400

Football Training Table:

Food service will be needed for 150 individuals per meal. Service was historically provided by the Kansas Union, local grocery and local restaurants as needed.

Daily Meal Schedule for training table:

Workouts: January, February, part of April, June, and July (Monday – Friday)

Breakfast	5:00 am – 9:30 am
Lunch	11:00 am – 1:00 pm
Saturday Breakfast	9:00 am -1:00 pm

Spring Ball: March & part of April (Monday – Saturday)

Breakfast	5:00 am – 7:00 am
Lunch	11:00 am – 1:00 pm

Workouts: Part of May (Monday – Friday)

Breakfast	5:00 am – 9:30 am
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Fall Camp: August (Sunday – Sunday, 7 days/week)

Breakfast	5:00 am – 7:00 am
Lunch	11:00 am – 1:00 pm
Dinner	5:00 pm – 6:30 pm

Season: September-December (Monday – Friday)

Breakfast	5:00 am – 7:00 am
Lunch	11:00 am – 1:00 pm

Procurement:

Service Provider shall procure all food, beverages, supplies and small wares necessary for the effective operation of the Athletic Department Food Service Program, as well as equipment, as requested or required by University. It is expected that contractor will provide procurement arrangements to the University without any mark-up or fees added. Service Provider must serve products as requested by the University related to fulfillment obligations for sponsors of the University as mutually agreed upon.

The University currently has a pouring rights agreement with Pepsi Co through June of 2027 and an Anheuser-Busch partnership through Learfield expiring June of 2024.

Financials:

The University is requesting a compensation package from the Service Provider related to Concessions and Catering foodservice operations. It is understood that fees will be charged to the University for Training Table meals, all-inclusive portions of the premium seating as well as all special requests.

Addition as an Alternate: Affinity Club Opportunity

In addition to the above the University is interested in proposals for an Affinity Club. An Affinity Club is a restaurant, event, and gathering space in the new club area which ties faculty, staff, alumni, fans and leaders of the community back to the University. Establishing a premier "Affinity Club" that meets the needs of all who use the Club is a high priority for the University. Good examples of this type of facility include Baylor University, Florida State University, University of Texas and the University of Arizona and other Club based facilities located on various university campuses.

The Affinity Club is intended for faculty, staff, business & community leaders, fans and alumni for daily use to gather socially and create collegial relationships as a result. The Affinity Club can be a recruiting tool for senior administration to help attract key faculty and staff to the University. Public access will be available, but emphasis should be placed on a membership structure that will allow long-term financial stability. It is anticipated that a membership-based system will also allow for exclusive benefits.

Another important element of this proposed transaction is to generate the revenue needed for the University to help operate and maintain the University's stadium-related facilities.

SUBMISSION REQUIREMENTS FOR ATHLETICS FOOD SERVICE PROVIDER RFP

Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected. This summary should also establish the vision and plan for providing Athletics Food Services. An Operator and/or Service Provider(s) for the Stadium, Conference Center, and Entertainment Venue will be selected prior to P3 Master Developer and/or Mixed-Use Developer selection.

Service Provider for Athletics Food Service Experience and References

Submittals must include the information provided in the section below. All the listed items should be addressed completely and should follow the order and format in which it is listed below. Please label sections according to the breakout below:

Provide a complete description of how you intend to operate Athletics Food Services.

1.1 Overall Program

- A. Explain your approach toward managing an athletics department operation
- B. Detail how you will unify the athletic department food & beverage operations to maintain a consistent brand and message
- C. Provide your healthful food and beverage program and how you convey this information to the guests including:
- D. Explain how you will work with KU's University's Wellness Team
- E. Provide a list of branded third-party food operators that you intend to include in your opportunity.
- F. Explain how you will support institutional sustainability efforts.
- G. Detail short term and long-term plans to improve food service in each of the athletic department venues

1.2 Concessions

- A. Provide a description of the theme and menu orientation for the concessions food and beverage program.
 - i. Include a list of the outlets and concepts you intend to introduce to the Stadium outlets.
 - ii. Include a list of the outlets and concepts you intend to introduce to the stadium premium seating areas and conference center.
 - iii. Include a list of the outlets and concepts you intend to introduce to Allen Field House.
 - iv. Include a list of the mobile concessions you would offer to all remaining venues.
- B. Provide a list of third-party operators you intend to include in the program.
- C. Provide a list of branded partnerships you will include as a part of the foodservice offerings.
- D. Include menu pricing
- E. Provide a description of improvements, if any, that you propose to make to the food and beverage operation.
- F. Include recommended brands, trade dressings, signage, and décor recommendations for each concession location.
- G. Include recommended changes to layouts, equipment, and/or technological applications that will improve throughput
- H. Concessions regularly offers branded packaging for products sold at concessions. Provide your approach to utilizing environmentally preferable or recyclable packaging at concessions that fulfills the Athletics branding needs.
- I. How will you solicit and ensure the labor force necessary to service concessions and premium areas?

1.3 Premium, Catering and Conference Center

- A. Provide a detailed plan that achieves the catering needs for the Athletics Program.
- B. Provide a vision for the VIP and suites catering ("Premium"), including special events before games.
- C. Provide a vision for the Conference Center Food Service.
- D. Include the sales and marketing strategy that will increase sales and volume.
- E. How will you ensure the highest quality of service and product is consistently delivered at every venue?
- F. How will you manage the communications between the University's team and your dedicated catering team?

1.4 Football Training Table

- A. Provide examples of successful training tables you currently operate.

- B. Provide a detail on the nutrition program you intend to implement for the athletic training table program.
- C. Include menus, the cost per head, and the cycle or seasonality of the menus, explain how they will be rotated.
- D. Share how you will maintain the costs and pricing structure.
- E. How do you account for the individual athlete's dietary needs while managing the entire training table daily?
- F. Percentage of your training table menus that would be locally/site-driven, as opposed to fixed, corporate menus.
- G. Explanation of how training table menus are analyzed in conjunction with Athletics' registered dietitian and how often they are refreshed.
- H. Explanation of your firm's ability to accommodate special dietary needs resulting from customers' religious observations, health needs, food allergies, and preferences.
- I. Your proposed meal plans for athletics staff members (e.g., trainers and other athletics department staff).
- J. Your catering support for pre-game meals, recruiting activities, and other special meals.
- K. Your Proposal for providing nutritional support to athletes and staff at this facility.

1.5 Operating Details

- A. Specifications and cost estimate for recommended point-of-sale (POS) system
- B. Provide a communication plan that details the following:
 - I. District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up deliverables the University can expect from such a visit.
 - II. Type of ongoing written communication that the University would receive from Contractor's site, district, regional, and corporate offices. Include frequency, topics, and other pertinent explanatory data.
 - III. Type, level, and frequency of operational and financial results and related analysis detail that the University could expect to receive and utilize as a management tool. Respondents should be candid as to the level of detail that would be provided relative to full disclosure on all Contractor revenues and costs associated with this contract.
- C. The University intends to negotiate Key Performance Indicators (KPI's) as part of the new contract. Please submit a description of what your firm would propose as KPI's for each of the venues and the overall operations

1.6 Procurement

- A. Service Provider shall procure all food, beverages, supplies and small wares necessary for the effective operation of the Athletic Department Food Service Program, as well as equipment, as requested or required by University. Please describe in detail the procurement process to support the contract.
- B. Describe transparency regarding all rebates, allowances, and discounts earned as well as how those incentives will be handled in a way that benefits the University.

1.7 Financials

- A. Please provide a statement indicating and explaining revenues, expenses, and total compensation to the University from the Service Provider by Venue for Catering and Concessions. Please note that sales are expected to rise dramatically due to the building and improvement of the stadium and Allen

Fieldhouse, so please develop proposed incentives accordingly. A compensation package may include but not be limited to:

- I. Unrestricted contributions: An amount of money given to the University by the Service Provider either at the time the agreement is signed or periodically through the life of the agreement. The University may keep and use the funds as the University determines. The lump sum is kept by the University and is not repaid to the Service Provider, regardless of the outcome of the relationship between the University and Service Provider.
 - II. Capital dollars: A fund, typically given as a lump sum at the time of signing the agreement or distributed on an annual basis through the life of the agreement. This fund is given to the University with the intention that the University uses it to improve the physical infrastructure of their property. Although this fund can be used as the University sees fit. This is because the capital dollars are given by the Service Provider, to the University, with the understanding that the total amount will be amortized through the life of the agreement. This is particularly beneficial for the University as it regularly is given with 0% interest rate.
 - III. Catering Commissions: Like retail commissions, this is a percentage paid to the University by the Service Provider for the opportunity to host/cater an event on the University premises and or for utilizing University property to execute the event. This also a pre-determined percentage payout.
 - IV. Equipment maintenance fund: A fund provided by the Service Provider to help maintain the equipment that is owned by the University but used by the Service Provider. This fund can extend to other items within the Furniture Fixtures Equipment category. The University is open to considering a single lump sum for an equipment and maintenance fund, versus, separate amounts for each venue. Please provide your preferred approach to this fund and explain how it will be managed to ensure all venues are fairly included. The fund must designate between large equipment needs which will be large equipment purchases amortized through the life of the contract as well as standard repair and maintenance needs.
 - V. Banquet and special event set up: The Service Provider provides furniture and equipment and capital toward the rental or purchase of furniture and equipment for each event.
 - VI. Event billing and collection support: The Service Provider provides a team or auxiliary support to build, distribute, and collect invoices in a timely manner.
 - VII. In kind dollars for special events: A payment to the University's organization in the form of a donation. The charitable contribution typically restricts the University's options for how the money can be spent. The in-kind contribution can also be donated through services or "sweat equity", meaning that the donor pays for the labor that the University uses, as well as through other sources like food and beverage, access to special events, and other goods.
 - VIII. Marketing dollars: A fund provided by the Service Provider to promote their business and the University's organization. This can be given to the University to spend toward marketing or promotions or can be shared with the Service Provider who invests it into their marketing efforts.
 - IX. Proposed percentage return on gross receipts.
- B. Explanation of the methodology used to calculate the revenues, expenses, and commission structure proposed for each venue. In this description, please highlight the following items, as applicable:
- I. Fees, abilities, and limitations with electronic billings and EFT invoicing, and credit cards.
 - II. All corporate and regional food and supplies purchase discounts and rebates to be credited to this account.
 - III. All relevant terms and conditions (to include guaranteed commissions).
- C. Retail and the on-campus (i.e., University paid for) broken down by food and alcohol sales. Please scale to incremental revenue increases.

- D. A not-to-exceed transition/opening budget (if applicable) and confirmation of what portion would be charged to the University (if any).
- E. Please provide menus and pricing for all units and activities to be provided, including pricing.
- F. Provide a description of plans to work collaboratively with the University to expand revenues opportunities and make financially feasible certain targeted staff and student-life-motivated loss leaders (such as reducing the price of healthful items or other ideas you believe would improve the staff and student/athlete experience).
- G. Please provide a price proposal to fulfill the requirements per the Football Training Table scope.
- H. For the Football Training Table, please provide the length of time prices will remain locked and the frequency in which discounts and mark-ups are proposed to occur and with what measurement (i.e. Consumer Price Index). The University prefers adjustments no more than once annually.

1.8 Service Provider Experience

- A. Please provide a list of other clients like the University that Service Provider serves or has served in the past five (5) years. Include detailed information (e.g., name, address, and telephone number of the Client, contact name, length of time, size of Client, number and type of events, annual sales, and attendance). Indicate what services are provided (i.e., Catering, Concessions, etc.).
- B. Please provide proposed full time staffing levels to provide a high level of service with this scope of work.
- C. For any management personnel proposed, please provide client references of the experience, education, and performance record in the food service business .. The University retains the right of approval. Respondent must have their first choice of the general manager present at any oral presentation required by the University for selection of the Service Provider.
- C. Club and Catering Experience: Respondent must indicate its experience in serving similar athletic facilities to those unique Suite, Club, and Catering facilities as available at the University.
- D. Please provide a list of the Service Provider's corporate officers and their experience in the industry.

1.9 Addition as an Alternate: Affinity Club Opportunity

- A. Please provide a detailed operation and price proposal related to the Affinity Club Opportunity. Please note, as an alternate scope this is not required to respond to this solicitation.
- B. Provide a description of the membership model recommended.
- C. Please provide examples of Affinity Clubs already operated by the Service Provider.

1.10 Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the Operator or Service Provider and the University to view its operation. Please indicate whether reimbursement will be available to the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

1.11 Terms and Conditions

- A. Provide the University with any form or contract the University may be requested to sign.

SERVICE PROVIDER SUBMISSIONS DETAILS

- Responses must be made electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Please also deliver 12 copies, as well as one (1) copy (provided via download link in IonWave and/or on a USB device) in pdf format of the above materials must be delivered by the deadline to:

University of Kansas
Facilities Planning and Development; Attn: Tanya Shaw; 1246 SW Campus Drive, Room 30,
Lawrence, KS 66045
- Submittals should be limited to 30 pages (2 sided). Additional information can be included as an appendix if desired.
- The University reserves the right to discard any materials delivered after the deadline.
- Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders.

EVALUATION CRITERIA

The University will evaluate proposals based on the following:

- The relevant experience, qualifications and success in providing the services outlined in this RFP.
- The references from institutions of higher education and clients which are comparable to the University.
- The financial proposal.
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided.
- The contractual terms which would govern the relationship between the parties.
- Any other factors relevant to the Service Provider's capacity and willingness to satisfy the University and University Gateway Project goals.

Note: The University reserves the right to non-award or to award different Service Providers to respectively provide any part of the services discussed in this RFP.

SERVICE PROVIDER SELECTION PROCESS SCHEDULE FOR ATHLETICS FOOD SERVICE

(All dates subject to change. Addendums will be posted with any changes to the process).

- Advertise & Issue RFP June 22, 2023
- Pre-submittal Meetings & Tours Completed July 28, 2023
- Written Questions Due via KU eBids August 4, 2023

- Questions Answered Via KU eBids August 11, 2023
- Additional Renderings & Information Released August 11, 2023
- Service Provider RFP Submittals Due August 18, 2023
- Service Provider RFP Review & Interviews Completed September 1, 2023
- Service Provider Selection September 8, 2023
- Term Sheet Due September 29, 2023

APPENDIX V CAMPUS-WIDE PARKING

Scope

A successful respondent to this solicitation will outline a plan to operate Campus-Wide Parking. For purposes of this Appendix, "Service Provider" will include Operators, P3 Master Developers and/or Service Providers responding to the Campus-Wide Parking portion of this RFP.

The University is seeking proposals for a ten-year term and a twenty-year term.

Parking is fully self-supported by the University with no funding allocation from the state allowed to be put into parking lots. Outstanding deferred maintenance associated with parking lots and garages is not included in the financial figures provided herein. University Operations currently manages approximately 14,000 parking spaces on campus. The transit facility is operated in coordination with the City of Lawrence. Current fees charged for parking passes can be found at [Parking Fees & Fines | KU Parking](#).

Included below are the Fiscal Year 19-22 Financials for Parking and Transportation.

University of Kansas Parking & Transportation FY 2019-22 Financials				
	FY 2019	FY 2020	FY 2021	FY 2022
Revenues				
Parking	\$ 8,133,202	\$ 4,685,197	\$ 5,843,379	\$ 6,435,088
SafeRide	\$ 515,255	\$ 281,300	\$ 334,695	\$ 302,230
KU on Wheels / JayLift	\$ 2,410,795	\$ 2,351,441	\$ 2,275,377	\$ 2,269,058
Bus Purchase	\$ 1,069,897	\$ 1,147,163	\$ 1,113,134	\$ 1,109,472
Transit Facility	\$ 818,215	\$ 739,982	\$ 669,987	\$ 948,015
Secondary Use	\$ 262,106	\$ 224,478	\$ 8,834	\$ 210,164
Airport Shuttle	\$ -	\$ 7,446	\$ 477	\$ 1,890
Park & Ride	\$ -	\$ -	\$ -	\$ -
Equipment Reserve	\$ 92,980	\$ -	\$ 5,299	\$ 50,780
Total	\$ 13,302,450	\$ 9,437,007	\$ 10,251,182	\$ 11,326,697
Expenses				
Parking	\$ 5,433,898	\$ 5,678,703	\$ 4,205,068	\$ 4,086,108
SafeRide	\$ 344,006	\$ 317,912	\$ 248,722	\$ 415,353
KU on Wheels / JayLift	\$ 2,343,300	\$ 2,033,124	\$ 2,298,783	\$ 2,449,021
Bus Purchase	\$ 1,396,577	\$ 1,551,188	\$ 1,517,564	\$ 349,384
Transit Facility	\$ 1,173,068	\$ 1,208,966	\$ 935,940	\$ 1,322,076
Secondary Use	\$ 131,351	\$ 179,346	\$ 10,320	\$ 108,544
Airport Shuttle	\$ -	\$ 5,667	\$ 409	\$ 27
Park & Ride	\$ 576,279	\$ 587,178	\$ 397,348	\$ 493,704
Equipment Reserve	\$ -	\$ -	\$ -	\$ -
Total	\$ 11,398,479	\$ 11,562,084	\$ 9,614,154	\$ 9,224,217
Net Operating Income				
Parking	\$ 2,699,304	\$ (993,506)	\$ 1,638,311	\$ 2,348,980
SafeRide	\$ 171,249	\$ (36,612)	\$ 85,973	\$ (113,123)
KU on Wheels / JayLift	\$ 67,495	\$ 318,317	\$ (23,406)	\$ (179,963)
Bus Purchase	\$ (326,680)	\$ (404,025)	\$ (404,430)	\$ 760,088
Transit Facility	\$ (354,853)	\$ (468,984)	\$ (265,953)	\$ (374,061)
Secondary Use	\$ 130,755	\$ 45,132	\$ (1,486)	\$ 101,620
Airport Shuttle	\$ -	\$ 1,779	\$ 68	\$ 1,863
Park & Ride	\$ (576,279)	\$ (587,178)	\$ (397,348)	\$ (493,704)
Equipment Reserve	\$ 92,980	\$ -	\$ 5,299	\$ 50,780
Total	\$ 1,903,971	\$ (2,125,077)	\$ 637,028	\$ 2,102,480
Transfers				
Parking	\$ (2,499,505)	\$ (938,461)	\$ (311,884)	\$ (2,356,240)
SafeRide	\$ (109,726)	\$ (262,260)	\$ (11,882)	\$ (28,501)
KU on Wheels / JayLift	\$ (333,302)	\$ (344,859)	\$ (279,050)	\$ (374,103)
Bus Purchase	\$ 285,888	\$ 466,063	\$ -	\$ 125,000
Transit Facility	\$ 328,104	\$ 394,170	\$ (102,924)	\$ 527,359
Secondary Use	\$ (123,438)	\$ (143,588)	\$ (7,591)	\$ (72,299)
Airport Shuttle	\$ -	\$ (874)	\$ -	\$ (821)
Park & Ride	\$ 442,003	\$ 756,139	\$ 286,806	\$ 676,393
Equipment Reserve	\$ (457,786)	\$ -	\$ -	\$ -
Total	\$ (2,467,762)	\$ (73,670)	\$ (426,525)	\$ (1,503,212)
Net Cash Flow				
Parking	\$ 199,799	\$ (1,931,967)	\$ 1,326,427	\$ (7,260)
SafeRide	\$ 61,523	\$ (298,872)	\$ 74,091	\$ (141,624)
KU on Wheels / JayLift	\$ (265,807)	\$ (26,542)	\$ (302,456)	\$ (554,066)
Bus Purchase	\$ (40,792)	\$ 62,038	\$ (404,430)	\$ 885,088
Transit Facility	\$ (26,749)	\$ (74,814)	\$ (368,877)	\$ 153,298
Secondary Use	\$ 7,317	\$ (98,456)	\$ (9,077)	\$ 29,321
Airport Shuttle	\$ -	\$ 905	\$ 68	\$ 1,042
Park & Ride	\$ (134,276)	\$ 168,961	\$ (110,542)	\$ 182,689
Equipment Reserve	\$ (364,806)	\$ -	\$ 5,299	\$ 50,780
Total	\$ (563,791)	\$ (2,198,747)	\$ 210,503	\$ 599,268

Source: University of Kansas

Volume and revenue associated with Permits sold by type is provided below. Parking maps and other information can be found at parking.ku.edu.



Permits Sold by Type

Permit Type	Quantity Sold	Total Revenue
20-21 Red Annual	1	\$8.28
2022-23 Basketball Permits for Law School	1	\$153.00
21-22 15-Uses Blue	2	\$125.00
21-22 15-Uses Gold	1	\$90.00
21-22 15-Uses Red	11	\$660.00
21-22 15-Uses Yellow	1	\$45.00
21-22 30-Uses Gold	2	\$210.00
21-22 30-Uses Retiree	1	\$30.00
21-22 30-Uses Yellow	1	\$90.00
21-22 Allen Fieldhouse Garage Yellow - Annual	1	\$39.80
21-22 Allen Fieldhouse Red	2	\$98.00
21-22 Blue - Annual	24	\$670.98
21-22 Central District Garage Yellow Annual	6	\$212.40
21-22 Childcare Loading Permit	6	\$123.00
21-22 Cycle Blue (no car permit)	1	\$1.85
21-22 Cycle Blue w/car permit	1	\$4.34
21-22 Gold Annual	1	\$60.65
21-22 Lot 52 Annual	1	\$50.00
21-22 MISSISSIPPI GARAGE RED ANNUAL	6	\$130.00
21-22 Mississippi Garage Yellow Parking Annual	12	\$332.20
21-22 Red Annual	43	\$1,320.50
21-22 Service Annual	16	\$6,982.60
21-22 Staff Yellow Annual	19	\$569.00
21-22 State Vehicle Gold	1	\$570.00
21-22 State Vehicle Uncovered Reserved Stall	4	\$5,700.00
21-22 STUDENT YELLOW ANNUAL	40	\$1,270.00
21-22 Uncovered Reserved Stall	1	\$1,425.00
22-23 Childcare Loading Permit	192	\$7,851.50
22-23 15-Uses ADA	18	\$641.50
22-23 15-Uses Allen Fieldhouse	6	\$270.02
22-23 15-Uses Blue	94	\$6,965.00
22-23 15-Uses Central District Garage	1	\$90.00
22-23 15-Uses Gold	61	\$5,265.00
22-23 15-Uses Mississippi Garage	4	\$450.00
22-23 15-Uses Red	327	\$19,107.00
22-23 15-Uses Retiree	35	\$525.00
22-23 15-Uses Yellow	121	\$5,445.00
22-23 30-Uses ADA	6	\$495.00
22-23 30-Uses Blue	41	\$6,000.00
22-23 30-Uses Gold	27	\$4,710.00
22-23 30-Uses Red	102	\$12,056.00
22-23 30-Uses Retiree	14	\$420.00
22-23 30-Uses Yellow	34	\$3,060.00
22-23 ADA Staff Annual	67	\$13,930.53
22-23 ADA Staff SPRING ONLY	1	\$166.00
22-23 AFFC Yellow Annual	62	\$18,611.86

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Permit Type	Quantity Sold	Total Revenue
22-23 AFFC Yellow FALL	30	\$4,885.12
22-23 AFFC Yellow SPRING	44	\$6,756.20
22-23 AFH Evening/Weekend	3	\$15.00
22-23 Allen Fieldhouse Blue	28	\$14,426.14
22-23 Allen Fieldhouse Gold	7	\$4,641.00
22-23 Allen Fieldhouse Red	276	\$125,035.57
22-23 Allen Fieldhouse Yellow Annual	363	\$126,178.75
22-23 Allen Fieldhouse Yellow Fall Only	21	\$4,042.50
22-23 Allen Fieldhouse Yellow Spring Only	21	\$4,042.50
22-23 Blue Annual	671	\$267,272.71
22-23 Blue FALL ONLY	28	\$6,159.86
22-23 Blue SPRING ONLY	17	\$3,693.05
22-23 Carpool	53	\$9,117.24
22-23 Central District Garage Blue Annual	1	\$517.00
22-23 Central District Garage Gold	4	\$2,652.00
22-23 Central District Garage Red	134	\$61,514.96
22-23 Central Garage Yellow Annual	807	\$279,479.85
22-23 Central Garage Yellow fall	106	\$20,212.50
22-23 Central Garage Yellow Spring	102	\$19,625.38
22-23 Covered Reserved Stall	28	\$48,668.07
22-23 Cycle Blue no Car Permit	18	\$1,329.57
22-23 Cycle Blue w/Car Permit	35	\$865.00
22-23 Cycle Red no Car Permit	52	\$4,051.46
22-23 Cycle Red w/Car Permit	31	\$794.20
22-23 Gold Annual	209	\$113,864.48
22-23 Gold FALL ONLY	13	\$4,082.00
22-23 Gold SPRING ONLY	3	\$926.30
22-23 Housing (GREEN LOTS) Annual	2570	\$840,669.32
22-23 Housing (GREEN LOTS) FALL ONLY	277	\$48,483.00
22-23 Housing (GREEN LOTS) SPRING ONLY	401	\$67,867.80
22-23 Housing/Housing Red	12	\$4,536.00
22-23 LOT 302 ONLY (RETIREE)	3	\$0.00
22-23 Lot 91 Red Docent Permit	18	\$666.00
22-23 Lots 214 & 215 Annual	51	\$8,670.29
22-23 Lots 52 & 91 Annual	236	\$82,623.84
22-23 Lots 54 & 72 Annual	88	\$21,971.90
22-23 Lots 61 & Red 34 Annual	82	\$27,701.70
22-23 Media Parking	41	\$0.00
22-23 Medical Center Blue	5	\$10.00
22-23 Medical Center Gold	16	\$0.00
22-23 Medical Center Red	1	\$0.00
22-23 Medical Center Yellow	5	\$0.00
22-23 Medical Parking	20	\$708.00
22-23 Mississippi Garage Blue	19	\$8,995.70
22-23 Mississippi Garage Gold	19	\$8,486.20
22-23 Mississippi Garage Red	184	\$78,867.45
22-23 Mississippi Garage Yellow Annual	479	\$163,396.90
22-23 Mississippi Garage Yellow FALL ONLY	207	\$39,644.87
22-23 Mississippi Garage Yellow SPRING ONLY	166	\$30,675.44
22-23 MSG Evening/Weekend	8	\$40.00
22-23 MSG UWC Daily Permit	221	\$517.00
22-23 Red Annual	1078	\$377,100.74

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Permit Type	Quantity Sold	Total Revenue
22-23 Red FALL ONLY	42	\$7,988.00
22-23 Red SPRING ONLY	37	\$7,444.50
22-23 Retiree Annual	205	\$21,442.04
22-23 Retiree SPRING ONLY	2	\$75.70
22-23 Schol. Halls Annual (Incl. Miss. Garage)	273	\$89,791.90
22-23 Schol. Halls Fall Only (Incl. Miss. Garage)	43	\$7,761.00
22-23 Schol. Halls Spring Only(Incl. Miss. Garage)	45	\$7,762.30
22-23 Service - Fall ONLY	20	\$7,100.00
22-23 Service - Spring ONLY	6	\$958.50
22-23 Service Annual	206	\$117,679.63
22-23 Staff Yellow Annual	897	\$252,419.71
22-23 Staff Yellow FALL ONLY	122	\$19,013.72
22-23 Staff Yellow SPRING ONLY	111	\$17,190.00
22-23 State Vehicle Blue	14	\$5,585.21
22-23 State Vehicle Gold	28	\$15,068.52
22-23 State Vehicle Red	12	\$4,536.00
22-23 State Vehicle Uncovered Reserved Stall	10	\$14,250.00
22-23 State Vehicle Yellow	10	\$2,671.12
22-23 Student ADA Annual	24	\$6,494.17
22-23 Student ADA FALL ONLY	5	\$818.14
22-23 Student ADA SPRING ONLY	5	\$547.80
22-23 Student Yellow Annual	3437	\$1,008,426.04
22-23 Student Yellow FALL ONLY	726	\$117,586.58
22-23 Student Yellow SPRING ONLY	685	\$109,962.20
22-23 Sunflower Apartments FALL ONLY	2	\$364.00
22-23 Temporary ADA - Change permission aft issued	54	\$131.00
22-23 Uncovered Reserved Stall	57	\$78,316.50
23-24 ADA Staff Annual	14	\$4,228.00
23-24 Allen Fieldhouse Blue	11	\$5,687.00
23-24 Allen Fieldhouse Gold	4	\$2,652.00
23-24 Allen Fieldhouse Red	79	\$37,130.00
23-24 Blue Annual	290	\$122,960.00
23-24 Central District Garage Blue	2	\$1,034.00
23-24 Central District Garage Red	18	\$8,460.00
23-24 Covered Reserved Stall	10	\$17,820.00
23-24 Cycle Blue no Car Permit	2	\$174.00
23-24 Cycle Blue w/Car Permit	6	\$174.00
23-24 Gold Annual	92	\$52,440.00
23-24 Mississippi Garage Blue	8	\$4,136.00
23-24 Mississippi Garage Gold	2	\$1,326.00
23-24 Mississippi Garage Red	35	\$16,450.00
23-24 Red Annual	211	\$79,758.00
23-24 Service Annual	2	\$1,278.00
23-24 Staff Yellow Annual	64	\$19,328.00
23-24 Staff Yellow FALL ONLY	1	\$166.00
23-24 State Vehicle Gold	2	\$1,140.00
23-24 Uncovered Reserved Stall	19	\$27,075.00
30-minute courtesy	2	\$128.00
Airport Shuttle	523	\$18,305.00
DAILY ADA	56	\$267.00
DAILY Blue	705	\$4,283.00
DAILY Garage	215	\$1,982.50

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Permit Type	Quantity Sold	Total Revenue
DAILY Gold	414	\$2,720.00
DAILY Housing	1281	\$7,299.00
DAILY Park & Ride	68	\$176.00
DAILY Red	2832	\$11,683.00
DAILY Retiree	208	\$227.00
DAILY Service	263	\$5,648.00
DAILY Yellow	5936	\$22,121.00
Department Daily Haworth-Dole	12	\$48.00
Department Daily Law School	34	\$59.50
Department Daily Surface/Garage/Service (FPD)	152	\$1,208.50
Departmental Daily Surface/Garage	6231	\$36,248.00
Departmental Guest Stall	4	\$96.00
Departmental Pass 2021-22	13	\$2,117.00
Departmental Pass 2022-23	74	\$12,673.00
DEPT. All Surface Lots and Garages	54	\$482.50
DEPT. All zones plus J. School Res. Stall	4	\$24.00
DEPT. Blue/Red/Yel/Housing/Garages	4	\$18.00
DEPT. Pharmacy Practice	2	\$6.00
DEPT. Series Reserved Stall	108	\$96,234.25
EVENTS	1	\$20.50
Secondary Use - External	3	\$3,021.12
Secondary Use - Internal	40	\$243,290.01
TC Permits	16	\$3,116.00
Temporary ADA	3	\$12.00
Temporary ADA 2022	3	\$0.00
Temporary Gold	4	\$24.00
Temporary Service	18	\$1,490.85
Transit Facility Diesel	13	\$371,234.58
Transit Facility Gas	13	\$237,823.08
Transit Facility Lease by CY	12	\$158,017.94
Transit Facility Utilities	11	\$45,145.52
Transit Mainenance - Mowing/Snow Removal	5	\$19,939.87
Grand Total:	38018	\$6,705,501.57

Financials:

The University is requesting a compensation package from the Service Provider related to Campus-Wide Parking operations.

SUBMISSION REQUIREMENTS FOR CAMPUS WIDE PARKING RFP

Executive Summary

Provide highlights of the submittal materials and reasons your firm or team should be selected. This summary should also establish the vision and plan for providing Campus-Wide Parking. An Operator and/or Service Provider(s) for the Stadium, Conference Center, and Entertainment Venue will be selected prior to P3 Master Developer and/or Mixed-Use Developer selection.

Service Provider for Campus Wide Experience and References

Submittals must include the information provided in the section below. All the listed items should be addressed completely and should follow the order and format in which it is listed below. Please label sections according to the breakout below:

Provide a complete description of how you intend to operate Campus-Wide Parking.

1.1 *Overall Program*

- A. Explain your approach toward managing campus wide parking operations
- B. Detail how you will manage maintenance, fees, and staffing
- C. Explain how you will work with the University's Operations team

1.2 *Financials*

- A. Please provide a statement indicating and explaining revenues, expenses, and total compensation to the University from the Service Provider.
- B. A not-to-exceed transition/opening budget (if applicable) and confirmation of what portion would be charged to the University (if any).

1.3 *Service Provider Experience*

- A. Please provide a list of other clients like the University that Service Provider serves or has served in the past five (5) years. Include detailed information (e.g., name, address, and telephone number of the Client, contact name, length of time, size of Client, number of parking spaces).
- B. Please provide client references of the experience, education, and performance record in parking operations for all proposed management positions for this Scope. The University retains the right of approval. Respondent must have their proposed management present at any presentation required by the University for selection of the Service Provider.
- C. Please provide a list of the Service Provider's corporate officers and their experience in the industry.

1.4 *Terms and Conditions*

A. Provide the University with any form or contract the University may be requested to sign.

SERVICE PROVIDER SUBMISSIONS DETAILS

- Responses must be made electronically via the KU IONWAVE eBid system at <http://procurement.ku.edu/ku-bids>. Please also deliver 12 copies, as well as one (1) copy (provided via download link in IonWave and/or on a USB device) in pdf format of the above materials must be delivered by the deadline to:

University of Kansas
Facilities Planning and Development; Attn: Tanya Shaw; 1246 SW Campus Drive, Room 30,
Lawrence, KS 66045

- Submittals should be limited to 20 pages (2 sided). Additional information can be included as an appendix if desired.
- The University reserves the right to discard any materials delivered after the deadline.
- Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders.

EVALUATION CRITERIA

The University will evaluate proposals based on the following:

- The relevant experience, qualifications and success in providing the services outlined in this RFP;
- The references from institutions of higher education and clients which are comparable to the University;
- The financial proposal;
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- The contractual terms which would govern the relationship between the parties;
- Any other factors relevant to the Service Provider's capacity and willingness to satisfy the University and University Gateway Project goals.

Note: The University reserves the right to non-award or to award different Service Providers to respectively provide any part of the services discussed in this RFP.

SERVICE PROVIDER SELECTION PROCESS SCHEDULE FOR CAMPUS WIDE PARKING

(All dates subject to change. Addendums will be posted with any changes to the process).

- | | |
|--|-----------------|
| ▪ Advertise & Issue RFP | June 22, 2023 |
| ▪ Pre-submittal Meetings & Tours Completed | July 28, 2023 |
| ▪ Written Questions Due via KU eBids | August 4, 2023 |
| ▪ Questions Answered Via KU eBids | August 11, 2023 |

- Additional Renderings & Information Released August 11, 2023
- Service Provider RFP Submittals Due August 18, 2023
- Service Provider RFP Review & Interviews Completed September 1, 2023
- Service Provider Selection September 8, 2023
- Term Sheet Due September 29, 2023



Request for Qualifications & Proposals
for
Development and Operations of the University Gateway Project
at 11th & Mississippi St.
Lawrence, KS

RFQ/P Issued: June 22, 2023

Addendum #1: July 5, 2023

Issued by:

The University of Kansas

Procurement Contacts: Heather Blanck; Chief Procurement Officer; 785-864-0466; heather.blanck@ku.edu;
Carey Keo; Procurement Specialist; carey_keo@ku.edu

Addendum #1

This addendum provides the following:

- 1) Revised timeline as it relates to question-and-answer periods for this RFQ/P with two opportunities to submit questions and elicit answers.
- 2) On-site tour date, pre-proposal video conference date and details
- 3) Clarification on respondents partnering vs. independently submitting responses.
- 4) Clarification on respondents interested in proposing as a combined P3 Master Developer and Mixed-Use Developer
- 5) Clarification on Architect of Record

Section One: Timeline Revision

Timeline Revision for P3 Master Developer, Mixed-Use Developer, Operator & Service Providers. Changes to original schedule are in Red.

- | | |
|---|--------------------|
| ▪ Advertise & Issue RFP | June 22, 2023 |
| ▪ First Round: Written Questions Due via KU eBids | July 12, 2023 |
| ▪ First Round: Questions Answered Via KU eBids | July 18, 2023 |
| ▪ Pre-Proposal Tour (Not Required) | July 20, 2023 |
| ➤ 1:00-5:00 PM CST | |
| ▪ Pre-Proposal Zoom Meeting (Not Required) | July 25, 2023 |
| ➤ 2:00-4:00 PM CST | |
| https://kansas.zoom.us/j/95506036560 | |
| Meeting ID: 955 0603 6560 | |
| Passcode: 872079 | |
| ▪ Additional Renderings & Information Released | August 15, 2023 |
| ▪ Second Round: Additional Written Questions Due via KU eBids | August 18, 2023 |
| ▪ Second Round: Questions Answered Via KU eBids | August 23, 2023 |
| ▪ Operator & Service Provider RFP Submittals Due | August 31, 2023 |
| ▪ P3 Master & Mixed-Use Developer RFQ Submittals Due | August 31, 2023 |
| ▪ Operator & Service Provider RFP Review & Interviews Completed | September 15, 2023 |

- P3 Master & Mixed-Use Developer Shortlisting September 15, 2023
- Operator & Service Provider Selection September 22, 2023
- P3 Master & Mixed-Use Developer Proposals Due October 27, 2023

P3 Master & Mixed-Use Developer interviews are estimated to be completed by December 1, 2023 and selected by December 8, 2023.

Section Two: One Site Tour Details

On-Site Tours related to the University Gateway Project, Athletic Food Services & Campus Wide Parking will be in Lawrence, Kansas on July 20th.

1:00 PM CST	Burge Union Forum C 1565 Irving Hill Road Lawrence, KS 66045
1:00-1:15 PM CST	Welcome and KU Introductions
1:15-1:30 PM CST	KU Vision Presentation
1:30-1:45 PM CST	Jayhawk Community Partners
1:45-2:00 PM CST	HNTB/Multi-Studio
2:00-2:15 PM CST	Transport to 11 th & Mississippi
2:15-3:00 PM CST	Tour 11 th & Mississippi
3:00-3:30 PM CST	Walk & Tour Union Parking Garage
3:30-3:45 PM CST	Transport back to Allen Field House
3:45-4:15 PM CST	Allen Field House Food & Beverage Tour
4:15-5:00 PM CST	Walk & Tour to Central District Garage
5:00 PM CST	Tour Concludes (transit tour if requested)

Please RSVP by 7/11/2023, by contacting Carey Keo (carey_keo@ku.edu)

- Number of attendees
- Portion of Gateway Project Tour you will be attending:
 - 1) 11th & Mississippi
 - 2) Food & Beverage
 - 3) Campus Parking
 - 4) Transit Tour

You may attend some or all of the tour depending on your level of interest.

Section Three: Combined vs. Individual Proposals

Please be advised you may respond to this RFQ/P on a stand-alone basis as well as part of a combined group of companies. Respondents are encouraged to partner where beneficial to the University Gateway Project, but individual proposals are also welcome.

Section Four: Combined P3 Master Developer and Mixed-Use Developer RFQ/P Responses

In the event Respondents are interested in both the P3 Developer and all, or a portion of, the Mixed-Use Developer RFQ/P please respond to each independently.

Section Five: Clarification on Architect-of-Record

HNTB/Multistudio is the Architect-of-Record (AOR) for Phase One which comprises of the west stands, north bowl, and Conference Center. The University has not selected an Architect-of-Record for Phase Two which includes the development of the east and south stands. Developers may partner with our current AOR or select their own AOR for Phase Two.