



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2310-23

Proposal Due Date – 1/25/2023

Kroger Field & Nutter Field House Synthetic Turf
Replacement



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2310-23	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	January 5, 2023	UNIVERSITY OF KENTUCKY
Title:	Kroger Field & Nutter Field House Synthetic Turf Replacement	PURCHASING DIVISION
Purchasing Officer:	David D. Stefanic	411 S LIMESTONE
Phone:	859-257-5792/david.stefanic@uky.edu	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 1/25/2023 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to replace the existing synthetic turf field and team areas in Kroger Field and replace and expand the existing synthetic turf in Nutter Field House at Lexington, Kentucky. The scope of work of this Project consists of the supply, installation and warranting of all materials and products, including all labor, superintendence, equipment, transportation, plant and tools related to the construction of the work as herein specified in this RFP and Attachments.

The Offeror shall remove the existing synthetic turf field and install a complete synthetic turf system for a Division I FBS football program (game field) as described herein for the University of Kentucky Athletics Department for Kroger Field.

For Nutter Field House, the Offeror shall remove the existing synthetic turf field and cushioned running track surface and install a complete synthetic turf system for a Division I FBS football program as described herein for the University of Kentucky Athletics Department.

The University intends to evaluate as a Base Field Offer for your best slit film turf system currently being utilized on an NFL game field or Big 5 conferences game field, and an Alternate Field Offer for your best dual fiber with thatch turf system currently being utilized on an NFL game field or NCAA Division I FBS (Power 5 conferences preferred) schools game field.

The firm selected would provide all design and construction services necessary to construct the facilities in accordance with the guidelines, standards and limitations contained in the Request for Proposal. Also required will be quality control and performance testing, construction program inspections and completed project documentation.

- The Offeror response must provide the reviewers of the proposal with information on the function of each component and how components are integrated. The response must also provide a detailed overview of the capabilities of the proposed system.
- The Offeror who is chosen to install the system must provide a turn-key installation with full functionality.
- The Offeror who is chosen must provide a single point of contact during the warranty period for all repairs. This single point of contact will have full responsibility for ensuring repairs are completed. After the warranty period has expired the Offeror must offer a maintenance contract on the system with a single point-of-contact for all repairs.

- The design shall comply with all applicable codes, Owner's standards

<http://www.uky.edu/Services/CPMD/ukstandards/Divisions/Master.html>, rules, and regulations.

At minimum, potential Offerors (including sub-base contractors) are to have at least five (5) years' experience with providing "turnkey", infilled synthetic turf projects to NCAA Division I FBS (Power 5 conferences preferred) schools or recent NFL installations. In addition, experience with replacing an infilled synthetic turf system over an existing sand rootzone surface, surrounded by a service roadway (rubberized surface on roadway) is preferred.

Offerors should be "Certified Field Builder" (CFB) as granted by the American Sports Builders Association. The CFB should be on-site at all times during base work and new turf system installation to ensure quality.

In addition, the system shall meet or exceed the technical requirements described in Section 7.0, Technical Requirements, of this RFP including the following Attachments:

Common Attachments to both Fields:

Attachment A	General Conditions
Attachment B	Special Conditions
Attachment C	Contract Agreement
Attachment D	Bonds and Affidavit

Kroger Field Installation

Attachment KFE	Stadium Turf Testing 2014 Report
Attachment KFF	2015 Turf Field Install Drawings
Attachment KFG	Photos of 2001 Installation
Attachment KFH	Photos of 2015 Installation
Attachment KFI	Pylon Cam Stadium Installation Guide
Attachment KFJ	Kroger Field Rendering

Nutter Field House Installation

Attachment NE	Photos of previous turf installation
Attachment NF	Nutter Field House Construction Drawings
Attachment NG	Nutter Field House Rendering

Note that the successful Offeror is responsible for verification of field measurements and any conclusions related to these drawings.

2.2 Background Information

Kroger Field



Kroger Field completed a 120-million-dollar renovation which added premium seating, a new press level, loge box seating, expanded and renovated concessions/restrooms, new field lighting, and recruiting room/team gameday facilities in the East end zone. The playing area is titled C. M. Newton Field, named after the former UK Director of Athletics in 2001. In 1999, both ends of the stadium were enclosed, along with the construction of 40 suites, 10 in each corner of the stadium. The total number of seats was increased to 67,606. The stadium and parking areas rest on an 86-acre plot that was once part of the UK Experimental Station Farm Grounds.

The stadium was officially opened on Sept. 15, 1973, as the Wildcats moved into their new home after spending 48 years at Stoll Field/McLean Stadium across from Memorial Coliseum. Kentucky defeated Virginia Tech in the stadium opener, 31-26, as quarterback Ernie Lewis ran for two touchdowns and threw for another TD to lead the Wildcats.

This project will include the removal of the current infilled synthetic turf playing surface at Kroger Field, and the installation of a new synthetic infilled synthetic turf surface with shock pad over the existing field drainage system.

Nutter Field House



The University of Kentucky Athletics Department is at the forefront of college athletics in terms of indoor facilities. As proof, UK boasts the Nutter Field House, an \$8.5 million climate-controlled structure that has been used for indoor track and field and winter conditioning.



The facility currently features an artificial turf football playing field of 108,000 square feet, surrounded by a six-lane, 290-meter track. One of the most unique features of this 132,00-square foot, multi-million-dollar showplace is the electronic netting system. The system allows for different combinations of sports to practice safely and simultaneously by dividing the playing field into multiple practice areas

This project will include the removal of the current infilled synthetic turf and cushioned running track surfaces at Nutter Field House, and the installation of a new synthetic infilled synthetic turf surface with shock pad and non-infilled synthetic turf surface with shock pad as a perimeter transition zone.

2.3 University Information

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

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment;

Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient

care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

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

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Supplier Diversity and Procurement

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

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

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

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	01/05/2023
Pre-Proposal Conference (Optional)	01/11/2023 @ 11am
Deadline for Written Questions	3 p.m. Eastern Time on 01/16/2023
RFP Proposals Due	3 p.m. Eastern Time on 01/25/2023

3.2 Offeror Communication

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

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

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

David D. Stefanic
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-5792
Fax: (859) 257-1951
E-mail: david.stefanic@uky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on 01/11/2023 at 11 a.m. out front of the Nutter Field House, 1401 Sports Center Dr, to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

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

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to all questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

3.4 Offeror Presentations

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

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 Proposed Deviations from the RFP

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

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

3.7 Proposal Submission and Deadline

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

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies
- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies

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

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

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

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

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

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

3.20 Proposal Addenda and Rules for Withdrawal

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

3.21 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

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

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

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

4.3 Transmittal Letter

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

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

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

4.4 Executive Summary and Proposal Overview

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

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

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

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80
	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
-----------------------	------------------

Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

4.5 Criteria 1 - Offeror Qualifications

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

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company’s mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

1. Provide the contact information and a brief narrative describing the history of your company. Identify the ownership of your company, the primary contact person for the University account, and provide a statement to indicate if your company has ever filed for bankruptcy, been in default on a loan, or if there are pending liens, claims, or lawsuits against the company. If so, please provide a complete description of the circumstances and status.
2. Provide the Offerors qualifications for performing the work described in this RFP.
3. Do you have the personnel to support the work required for the services described in this RFP? How many employees are in your company? Provide the Project Managers’ qualifications for performing the work described in this RFP.
4. Provide the number of employees required to perform the work for each phase including demolition, base leveling, drainage improvements (if needed) and turf installation.
5. Do you have the type of equipment and amount of equipment to support the work required for this project? Provide a list of the equipment owned by the company and list the equipment to be used.
6. Provide a statement that the Offeror has the resources available to assure meeting the requirements described in Section 2.1 of this RFP.

4.6 Criteria 2 – Services Defined

1. Provide an implementation schedule to complete the project including mobilization, demolition, base leveling and repairs (if needed), drainage improvements (if needed) and testing, turf carpet installation, infill installation, punch list work, and performance testing.
2. Provide evidence of the Company’s experience in projects of similar use and scale as described in this RFP.

4.7 Criteria 3 – Financial Proposal

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

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

Provide the following information:

1. Describe references for previous installations including the name of facility, installation photos, construction dates (mobilization to final completion), current contract name, title, address and phone number, location, for those who were responsible for the selection of the product. The offeror must grant permission to the University to contact the references.
2. The successful offeror shall have adequate representation to accommodate the University account. The representative will have the responsibility to call on the Purchasing Division and on other University Departments and resolve invoice discrepancies and other problems that may occur. The above responsibilities will be on an as needed basis unless otherwise specified.

Representative Name: _____

Phone and Email: _____

Working Hours _____

4.9 Criteria 5 – Other Additional Information

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

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

Offeror shall describe in detail their company's commitment to diversity, equity and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business.

5.0 EVALUATION CRITERIA PROCESS

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

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

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

The relative importance of the criteria is defined below:

Primary Criteria

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

Secondary Criteria

- Other Additional Services

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

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

6.0 SPECIAL CONDITIONS

6.1 General Conditions for Construction by a General Contractor

The General Conditions for this RFP are attached as Attachment A

6.2 Special Conditions for Construction by a General Contractor

The Special Conditions for this RFP are attached as Attachment B.

6.3 Contract Agreement

The Contract Agreement between the University and Contractor is attached as Attachment C

6.4 Bonding and WC Affidavit

Please refer to Attachment D

A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful offeror. All bonding and insurance requirements are contained in the RFP and/or General Conditions.

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond.

6.5 Competitive Negotiation

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

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

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

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

6.6 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are

prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.7 Additions, Deletions or Contract Changes

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

6.8 Contractor Cooperation in Related Efforts

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

6.9 Entire Agreement

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

6.10 Governing Law

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

6.11 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach

relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.12 Termination for Convenience

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.13 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

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

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.14 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.15 Prime Contractor Responsibility

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

6.16 Assignment and Subcontracting

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

6.17 Permits, Licenses, Taxes

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

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

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

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

6.18 Attorneys' Fees

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

6.19 Royalties, Patents, Copyrights and Trademarks

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

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.20 Indemnification

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

6.21 Insurance

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

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)

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

6.22 Method of Award

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

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

6.23 Reciprocal Preference

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

6.24 Confidentiality

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

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

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

6.26 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

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

6.27 Copyright Ownership and Title to Designs and Copy

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

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

6.28 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.29 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

The work for this project will consist of preparing and providing complete design services, preliminary and final drawings, technical data for all materials used, construction documents and cost estimates. Also required will be **quality control testing and performance testing by an independent lab as approved by the University of Kentucky**, construction program inspections and completed project documentation.

Final documents, plans and technical data for the infilled synthetic turf and shock pad system and any base work shall meet all applicable requirements of national, state, and local laws, statutes and ordinances and other criteria established by UK. It shall be the responsibility of the successful contractor to prepare and submit all required documents to the proper governing authorities; to complete all permit applications, and to obtain all appropriate approvals required by the current regulations of the governing authorities.

The contractor shall be responsible for the quality of the products and construction of this project. All aspects of demolition, disposal/recycling, material, and labor shall be observed and documented during construction to verify compliance with the provisions of this RFP.

All survey and layout work shall be performed by a State of KY Registered Land Surveyor, who shall maintain records of all construction and installations, including conformance surveys, as it proceeds, and upon completion, shall prepare there from recorded drawings showing the completed work as it was actually constructed and/or installed. These certified drawings and documents should be submitted to UK for review and acceptance prior to any final acceptance of the construction phase of the playing field.

Anticipated Kroger Field construction dates are:

Start of Construction/Demolition -	March 1, 2023
Substantial Completion -	May 1, 2023
Final Completion -	May 15, 2023

Anticipated Nutter Field House construction dates are:

Start of Construction/Demolition -	April 1, 2022
Substantial Completion -	July 8, 2022
Final Completion -	July 28, 2022

Kroger Field Scope:

1. Remove and legal disposal of or recycle the existing infilled synthetic turf system (depth to be determined by contractor so as to use the existing drainage and base system. Contractors will be required to field verify sub-surface drainage suitability for fifteen (15) inches per hour and make adjustments to the base as necessary to achieve this rate if it is below it. Re-use of the existing infill for the new turf system or incorporating it into the base system is not permitted.

2. Install a new infilled type synthetic turf field with shock pad in place of the existing sand/rubber combination infilled synthetic turf system at Kroger field. Area to be replaced is approx. 85,000 sq. ft. Exact dimensions to be field verified by successful contractor.
3. Install (tufted and inlaid) all SEC/NCAA specified lines, numbers and hash marks, as well as center logo (UK), end zone graphics (to be provided), and two (2) SEC logos. University will provide logo and field design information. Base price on "KENTUCKY" (or WILDCATS) in both end zones with blue end zone and coaches box. Provide pricing for alternating two (2) colors of green every five (5) yards. The center field logo, SEC logos and Field Name logos should be factory tufted into the backing and not cut-in or shaved and glued. The center field logo size will extend from 45 to 45, will be rectilinear in shape and will be a maximum of four (4) colors. The SEC and Field Name logos are to match the existing size and location. University will provide Field Name logo design and font information.
4. Provide copies of independent laboratory test reports on turf system or components at the time of bid:
 - a. ASTM D 792 Specific Gravity
 - b. ASTM D 1335 Tuft Bind
 - c. ASTM D 5034 Grab Breaking Strength
 - d. ASTM D 5793 Stitch Gauge
 - e. ASTM D 5823 Pile Height
 - f. ASTM D 5848 Face, Backing (primary and secondary) and Total Weights
 - g. ASTM D 2859 Flammability (Pill test)
 - h. ASTM F 1551 Water Permeability
 - i. ASTM D 1907 Denier (Dtex)
5. Contractor is to provide detailed turf material, infill material and shock pad data at the time of bid.
6. Contractor must provide detailed edge treatment details to address safe transition from synthetic field to existing rubberized track surface (to remain).
7. All existing field boxes for power and/or communications to remain. Contractor to propose how these boxes will be accessed and covered in a safe manner and to provide access.
8. Contractor is to include the new conduit from camera pylon and goal post locations to pull boxes near connection points along outer field wall.
9. Contractor is to include the repair or replacement of concrete curb and concrete encased trench drain systems for anchoring the turf system if existing anchoring system is not useable. Where nailer boards are present, replace all damaged, bowed, or rotten nailer boards with new, direct burial wood or plastic lumber.
10. Existing cannon watering system to remain. Valve boxes are to be leveled to grade with the synthetic turf and shock pad adhered to the top of the valve boxes so that the turf surface remains planar and uniform.
11. The planarity of the surface immediately below the turf should not exceed ¼-inch in any direction when measured with a 10-foot straight edge and have a maximum deviation of ¼-inch from the design elevation.
12. The shock pad system is to provide vertical infiltration rate of 50 in/hr (minimum), and a lateral drainage rate of 0.50 gpm/ft (minimum) on a 0.5% slope, and have a 20-year warranty (minimum)

13. The shock pad installation is not to begin until the conformance survey of the stone base has been completed and approved by the Owner. The conformance survey is to be done with spot elevations on a 25-foot (maximum) grid pattern covering the entire field. In addition, the field planarity is to be confirmed using a 10-foot-long straight edge pulled along the surface of the stone base to ensure that the maximum surface deviation is not exceeded. The Owner is to be notified when this testing is to occur so that it can be observed.
14. The shock pad is to be installed per the manufacturer's requirements and square to the center field line, and panels shall be installed in full pieces with only the outer edge pieces being cut. Care is to be taken to not divot or disturb the stone base during installation. If footprints or other disturbances occur, the stone base material is to be re-leveled and compacted to meet the contract documents and to provide stable support for the shock pad and turf system.
15. All yarns used for turf are to be manufactured in the United States or Europe.
16. The turf and infill materials should be clearly labeled with manufacturer name, material characteristics, material quantity and date manufactured. In addition, all materials shall be inspected prior to installation, and samples taken for laboratory testing to confirm material and system requirements.
17. Turf rolls are to be unrolled and allowed to relax for a minimum of 2-hours before seaming. No head seams are allowed in the playable area inside the sidelines and all wrinkles are to be removed prior to cutting in lines/markings and infilling.
18. Turf samples are to be cut from materials delivered to the site and tested by a third-party testing agency as approved by the Owner for:
 - a. ASTM D 792 Specific Gravity
 - b. ASTM D 1335 Tuft Bind
 - c. ASTM D 5034 Grab Breaking Strength
 - d. ASTM D 5793 Stitch Gauge
 - e. ASTM D 5823 Pile Height
 - f. ASTM D 5848 Face, Backing (primary and secondary) and Total Weights
 - g. ASTM D 2859 Flammability (Pill test)
 - h. ASTM F 1551 Water Permeability
 - i. ASTM D 1907 Denier (Dtex)
19. No shaving and gluing of lines, numbers, logos or other items is permitted. All markings should either be tufted into the turf or be cut in with seams stitched and/or glued. The yarns used for the lines, markings and logos are to match the yarns used for the adjacent field system, and the consistency of the lines, markings and logos should match that of the adjacent field system.
20. Tufts are to be held back during seaming to prevent the tufts from being trapped in the seam and adversely affecting the seam quality. All seams are to be hand-picked to ensure fibers are not trapped, and all sewn seams are to be inspected and missed or loose stitching repaired.
21. Edges of the turf system are to be mechanically anchored to the perimeter curb with treated wood nailer or concrete encased trench or slot drain system specifically designed for anchoring of turf systems.
22. Infill is to be installed during dry weather conditions and when both turf and infill material are dry. The turf fibers are to be lifted during the infill installation so that the fibers do not become trapped or deformed under the infill.
23. If the proposed system uses crumb rubber infill (CRI), it should meet the following requirements:

- a. The CRI used shall be from used, clean, whole vulcanized automobile, SUV, and truck tires (DOT tires for over the road), and buffings, bladders and tubes shall not be used.
- b. The CRI shall have a specific gravity range from 1.1 minimum to 1.2 maximum per ASTM D 297.
- c. CRI shall not contain more than .01% (0.0001) liberated fiber per ASTM D 5603. The liberated fiber remaining in the CRI shall be free flowing and not in clumps.
- d. The CRI shall be dry and free flowing.
- e. Providers of CRI shall provide in writing that they maintain an ongoing Quality Control program meeting all the standards of the STC Guidelines for CRI Used in Synthetic Turf Fields and capable of meeting all the specifications described herein.
- f. Shipment and/or Order Certification shall include at least the following information:
 - i. Type and origin of raw material (certify that it comes from tires)
 - ii. Production facility
 - iii. Production method (cryo or ambient)
 - iv. Fiber content (%)
 - v. CRI sieve/gradation analysis

24. Minimum permeability of the completed base, shock pad, turf, infill system should be 10 inches per hour.

25. The post construction impact hardness (Gmax Impact Test result, ASTM F1936) should not exceed 165g or be below 120g for the warranted life of the turf system. The Contractor is to confirm that the field installation meets a Gmax range of 120g – 150g at the time of completion prior to the field being turned over to the Owner. The Contractor is to use a third-party testing agency that has been approved by the Owner, and the testing should be done at a minimum of twelve (12) locations across the field with the average of the tests being used as the final number.

Nutter Field House Scope:

1. Remove and legal disposal of or recycle the existing infilled synthetic turf and cushioned track surface systems. Re-use of the existing infill for the new turf system is not permitted.
2. Install a new infilled type synthetic turf field with shock pad and non-infill synthetic turf with shock pad perimeter transition area. Area to be replaced is approximately 108,000 sq. ft. Exact dimensions to be field verified by successful contractor.
3. Install (tufted and inlaid) all SEC/NCAA specified lines, numbers and hash marks, as well as center logo (UK), and two (2) field name text areas. University will provide logo information. Provide pricing for alternating two (2) colors of green every five (5) yards. The center field logo and sideline text should be factory tufted into the backing and not cut-in or shaved and glued. The logo size will extend from 45 to 45, will be rectilinear in shape and will be a maximum of four (4) colors. The sideline text will extend from the goal line to the 27-yard line with a maximum of 3 colors.
4. Provide copies of independent laboratory test reports on turf system or components at the time of bid:
 - j. ASTM D 792 Specific Gravity
 - k. ASTM D 1335 Tuft Bind
 - l. ASTM D 5034 Grab Breaking Strength

- m. ASTM D 5793 Stitch Gauge
 - n. ASTM D 5823 Pile Height
 - o. ASTM D 5848 Face, Backing (primary and secondary) and Total Weights
 - p. ASTM D 2859 Flammability (Pill test)
 - q. ASTM F 1551 Water Permeability
 - r. ASTM D 1907 Denier (Dtex)
5. Contractor is to provide detailed turf material, infill material and shock pad data at the time of bid.
6. Contractor must provide detailed specifications and edge treatment details to address safe transition from the infilled synthetic turf field to the non-infilled synthetic turf transition area.
7. All existing field boxes for power and/or communications to remain and be filled with aggregate and covered with the new turf system. No post-installation access to these boxes is anticipated. Modification to the box covers or replacement of the covers is to be anticipated.
8. Contractor is to include the tapered milling of the existing asphalt base material around the perimeter of the facility. The milling is to taper from 0-inches to 1.5-inches at the walls/doors over a 6-foot distance to allow for the new turf system to meet the current wall/door threshold elevations.
9. Contractor is to include the leveling of the existing field edge taper that was milled into the asphalt base. The existing taper is approximately 18-inches wide and 1-inch deep and extends around the perimeter of the existing synthetic turf area. Patch is to be manufactured and intended for leveling up to 1-inches in depth/thickness of athletic asphalt surfaces.
10. Contractor is to include an infill retainer between the infilled turf and the non-infilled turf. The infill retainer is to be flexible and not extend above the infill level more than 1/4-inch. The non-infill turf surface at the infill to non-infill transition is to be level with the top of the infilled turf infill material.
11. The shock pad system is to be installed per the manufacturer's requirements and square to the center field line, and panels shall be installed in full pieces with only the outer edge pieces being cut.
12. All yarns used for turf to be manufactured in the United States or Europe.
13. The turf and infill materials should be clearly labeled with manufacturer name, material characteristics, material quantity and date manufactured. In addition, all materials shall be inspected prior to installation, and samples taken for laboratory testing to confirm material and system requirements.
14. No head seams are allowed in the playable area inside the sidelines and all wrinkles are to be removed prior to cutting in lines/markings and infilling.
15. Turf samples are to be cut from materials delivered to the site and tested by a third-party testing agency as approved by the Owner for:
- a. ASTM D 792 Specific Gravity
 - b. ASTM D 1335 Tuft Bind
 - c. ASTM D 5034 Grab Breaking Strength
 - d. ASTM D 5793 Stitch Gauge
 - e. ASTM D 5823 Pile Height
 - f. ASTM D 5848 Face, Backing (primary and secondary) and Total Weights
 - g. ASTM D 2859 Flammability (Pill test)
 - h. ASTM F 1551 Water Permeability
 - i. ASTM D 1907 Denier (Dtex)

16. No shaving and gluing of lines, numbers, logos or other items is permitted. All markings should either be tufted into the turf or be cut in with seams stitched and/or glued. The yarns used for the lines, markings and logos are to match the yarns used for the adjacent field system, and the consistency of the lines, markings and logos should match that of the adjacent field system.

17. Tufts are to be held back during seaming to prevent the tufts from being trapped in the seam and adversely affecting the seam quality. All seams are to be hand-picked to ensure fibers are not trapped, and all sewn seams are to be inspected and missed or loose stitching repaired

18. Edges of the turf system are to be mechanically anchored to the asphalt base or perimeter walls.

19. Infill is to be installed in a manner that will lift the turf fibers during the infill installation so that the fibers do not become trapped or deformed under the infill.

20. If the proposed system uses crumb rubber infill (CRI), it should meet the following requirements:

- a. The CRI used shall be from used, clean, whole vulcanized automobile, SUV, and truck tires (DOT tires for over the road), and buffings, bladders and tubes shall not be used.
- b. The CRI shall have a specific gravity range from 1.1 minimum to 1.2 maximum per ASTM D 297.
- c. CRI shall not contain more than .01% (0.0001) liberated fiber per ASTM D 5603. The liberated fiber remaining in the CRI shall be free flowing and not in clumps.
- d. The CRI shall be dry and free flowing.
- e. Providers of CRI shall provide in writing that they maintain an ongoing Quality Control program meeting all the standards of the STC Guidelines for CRI Used in Synthetic Turf Fields and capable of meeting all the specifications described herein.
- f. Shipment and/or Order Certification shall include at least the following information:
 - i. Type and origin of raw material (certify that it comes from tires)
 - ii. Production facility
 - iii. Production method (cryo or ambient)
 - iv. Fiber content (%)
 - v. CRI sieve/gradation analysis

21. The post construction impact hardness (Gmax Impact Test result, ASTM F1936) should not exceed 165g or be below 120g for the warranted life of the turf system. The Contractor is to confirm that the field installation meets a Gmax range of 120g – 150g at the time of completion prior to the field being turned over to the Owner. The Contractor is to use a third-party testing agency that has been approved by the Owner, and the testing should be done at a minimum of twelve (12) locations across the field with the average of the tests being used as the final number.

Contractor is to return and evaluate the infill depth after 60-days of facility use and add infill materials and groom as necessary to ensure no more than ½-inch of turf fiber is exposed above the infill.

7.2 Additional Special Services and Requirements

1. Provide all layout and supervision required to perform the work.

2. Provide detailed site logistics plan for needed material/heavy equipment storage, field access needs, and coordination requirements.
3. Provide detailed construction drawings for your scope of work.
4. Contractor is to have a third-party testing agency, as approved by the Owner, perform the following performance testing on the completed turf system to confirm it falls within the specified ranges:
 - a. ASTM 3189 Shock Absorption (55%-70%)
 - b. ASTM 3189 Vertical Deformation (4mm – 10mm)
 - c. EN15301-1 Rotational Resistance (25 Nm – 50 Nm)
 - d. ASTM F1936, ASTM F355 Gmax (120g – 150g)
5. Provide maintenance device (72" Greens Groomer field groomer)
6. The Contractor is to use a third-party testing agency that has been approved by the Owner, to perform Gmax testing at a minimum of twelve (12) locations across the field with the average of the tests being used as the final number. No individual test location is allowed to be more than two (2) points above or below the maximum/minimum values (150g – 120g).
7. The Contractor is to perform infill depth testing 60-days after installation and add infill as necessary to meet the manufacturer's standard requirement for recommended fiber exposed.
8. The contractor is to provide a third-party testing agency that has been approved by the Owner to perform testing prior to each football season during the full warranty period and perform an additional set of testing one time during the football season for the full warranty period. The Owner is to be copied on all test readings along with a statement from the Contractor that the field meets the original design requirements. **If at any time during the warranty period the average Gmax falls above or below the maximum/minimum range stated above, or an individual test is more than two (2) points outside of this range, it will be the Contractors responsibility to bring the field into compliance no later than 4-weeks after the report is received by the Contractor.**
9. The turf Manufacturer is to provide an Owner performed maintenance and cleaning program (including procedures and equipment needed for snow removal), suggested mechanical sweeping and maintenance devices, and schedule (based on field use in hours) that will maintain the warranty and result in a consistent and acceptable playing surface and Gmax measurement for the warranted life of the turf system. The Turf Manufacturer is to provide on-site training of the Owner's maintenance personnel (two training sessions that will be videotaped) and also provide a list of recommended maintenance equipment to be used. A total of 5 maintenance and cleaning manuals are to be provided.
10. Contractor is to provide the following additional materials:
 - s. One 15-foot wide by 30-foot-long section of turf for each color used.
 - t. Two (2) weatherproof sacks (500 lb minimum) of each type of infill material
 - u. Five (5) tubes of approved seam glue
11. The Synthetic Turf Contractor shall provide one (1) deep cleaning, decompaction, top-dressing and grooming to be scheduled near the yearly anniversary of substantial completion over the full eight (8) year warranty period. The exact dates of this work shall be coordinated with the Owner.
12. Provide maintenance instructions, record drawings, clean up and demobilization

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered and remain valid for six (6) months.

8.1 Field Pricing

Offerors are to provide a fixed price for all material and services offered for your best slit film turf system currently being utilized on an NFL game field or Big 5 conferences game field both Kroger field and the Nutter Field House projects as defined in this RFP.

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

FOR THE LUMP SUM OF _____
(USE WORDS)

_____ DOLLARS AND _____ CENTS.
(USE WORDS) (USE WORDS)

(\$ _____)
(USE FIGURES)

Offerors are to provide a fixed price for all material and services offered for your best dual fiber with thatch turf system currently being utilized on an NFL game field or NCAA Division I FBS (Power 5 conferences preferred) schools game field both Kroger field and the Nutter Field House projects as defined in this RFP.

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

FOR THE LUMP SUM OF _____
(USE WORDS)

_____ DOLLARS AND _____ CENTS.
(USE WORDS) (USE WORDS)

(\$ _____)
(USE FIGURES)

FOR UK ACCOUNTING PURPOSES – BREAKOUT PRICING (must have breakout):

Kroger Field slit film turf system \$ _____

Kroger Field dual fiber with thatch turf system \$ _____

Nutter Field House slit film turf system \$ _____

Nutter Field House dual fiber with thatch turf system \$ _____

8.2 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates or a (%) percentage rebate.