



University of
Kentucky[®]
Procurement Services

Request for Proposal
UK-2563.0-2-24
Proposal Due Date – 06/20/2024

CTC - Thermal Utility Tunnel
Design Build



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-2563.0-2-24	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: 05/15/2024	UNIVERSITY OF KENTUCKY
Title: CTC - Thermal Utility Tunnel Design Build	PROCUREMENT SERVICES
Purchasing Officer: Ken Scott	411 S LIMESTONE
Phone: 859.257.9102	ROOM 322 PETERSON SERVICE BLDG.
Email: Kenneth.Scott@uky.edu	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 06/20/2024 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. 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:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of 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;
5. 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;
6. 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 KRS45A.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 FEDERAL EMPLOYER ID NO.:	TYPED OR PRINTED NAME:	WEB ADDRESS:
	SIGNATURE:	DATE:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	8
2.3 University Information.....	8
2.4 Economic Inclusion and Procurement	11
3.0 PROPOSAL REQUIREMENTS.....	12
3.1 Key Event Dates.....	12
3.2 Offeror Communication	12
3.3 Pre-Proposal Conference	13
3.4 Offeror Presentations	13
3.5 Preparation of Offers	13
3.6 Proposed Deviations from the RFP	14
3.7 Proposal Submission and Deadline	14
3.8 Modification or Withdrawal of Offer.....	15
3.9 Acceptance or Rejection and Award of Proposal.....	15
3.10 Rejection	15
3.11 Addenda.....	15
3.12 Disclosure of Offeror's Response	16
3.13 Restrictions on Communications with University Staff	16
3.14 Cost of Preparing Proposal.....	16
3.15 Disposition of Proposals	16
3.16 Alternate Proposals	16
3.17 Questions	16
3.18 Section Titles in the RFP	17
3.19 No Contingent Fees.....	17
3.20 Proposal Addenda and Rules for Withdrawal.....	17
3.21 Requirement To Perform Vendor Onboarding and Registration.....	17
4.0 PROPOSAL FORMAT AND CONTENT	18
4.1 Proposal Information and Criteria	18

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	18
4.3 Transmittal Letter	19
4.4 Executive Summary and Proposal Overview	19
4.5 Criteria 1 - Offeror Qualifications	20
4.6 Criteria 2 – Services Defined	21
4.7 Criteria 3 – Financial Proposal.....	21
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule	22
4.9 Criteria 5 – Other Additional Information.....	22
5.0 EVALUATION CRITERIA PROCESS.....	23
6.0 SPECIAL CONDITIONS.....	24
6.1 Contract Term	24
6.2 Effective Date	24
6.3 Competitive Negotiation	24
6.4 Appearance Before Committee	24
6.5 Additions, Deletions or Contract Changes	24
6.6 Contractor Cooperation in Related Efforts	25
6.7 Entire Agreement	25
6.8 Governing Law	25
6.9 Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act	25
6.10 Termination for Convenience.....	26
6.11 Termination for Non-Performance	26
6.12 Funding Out	27
6.13 Prime Contractor Responsibility.....	27
6.14 Assignment and Subcontracting	27
6.15 Permits, Licenses, Taxes.....	27
6.16 Attorneys’ Fees	27
6.17 Royalties, Patents, Copyrights and Trademarks	28
6.18 Indemnification	28
6.19 Insurance	29
6.20 Method of Award	29
6.21 Reciprocal Preference	29
6.22 Reports and Auditing (NOT USED)	30

6.23 Confidentiality.....	30
6.24 Conflict of Interest	30
6.25 Personal Service Contract Policies (NOT USED)	30
6.26 Copyright Ownership and Title to Designs and Copy.....	31
6.27 University Brand Standards	31
6.28 Printing Statutes (NOT USED)	32
6.29 Requirement for Contract Administration Fee (NOT USED)	32
6.30 Payment Terms	32
7.0 SCOPE OF SERVICES	33
7.1 Detailed Services Defined	33
8.0 FINANCIAL OFFER SUMMARY	37
8.1 Mandatory Services (Section 7.1).....	37

Attachments:

- Attachment A – General Conditions Subcontractor by Walsh Construction (Walsh)
- Attachment B – Special Conditions: Subcontractor by Walsh
- Attachment C – Affidavit & Bonds by UK
- Attachment D – Determination of Responsibility by UK
- Attachment E – Standard Subcontract Agreement with Design Build Exhibit by Walsh
- Attachment F – CM’s Unified General Conditions Exhibit B.1 by Walsh
- Attachment G – Scope of Work Trade Category 31D9 Exhibit B.2 by Walsh
- Attachment H – Prospective Bidder Information by Walsh
- Attachment I – CCIP Manual by Walsh
- Attachment J – Site Specific Safety Manual by Walsh
- Attachment K – Preliminary Site Logistics Plan by Walsh
- Attachment L – DBE Participation Goals by UK
- Attachment M – Pre-Apprentice Program by Walsh
- Attachment N – Tree Protection Standards by UK
- Attachment O – Closeout Submittals Standard by UK
- Attachment P – Geotechnical Report by Solid Ground through UK
- Attachment Q – Hourly Rates Form
- Attachment R – UK CTC Thermal Utilities Specifications by Champlin et al
- Attachment S - UK CTC Thermal Utilities Drawings by Champlin et al

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, Procurement Services, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide all design, labor, equipment and materials to complete the Underground Utility Tunnel South Limestone for Cancer Center and Advanced Ambulatory Center in Lexington, Kentucky. Scope of work to align with Trade Category 31D9.

- The Contractor who is chosen to install the product must provide a turn-key installation which includes clean-up from associated installation.
- The Contractor who is chosen must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.
- Provide complete all permitting, engineering, labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of TC 31D9 Underground Utility Tunnel South Limestone for Project #2563.00 University of Kentucky, Cancer Center and Advanced Ambulatory Center, Lexington, Kentucky, as set forth in the specifications and as shown on the drawings as prepared by Champlin Architects, THP Limited, AEI Engineering, and approved by the Capital Construction Procurement Section and the Capital Project Management Division and under the terms and conditions of this RFP.
- Proposal shall include only the Underground Utility Tunnel South Limestone as part of base scope.

To be considered a responsible Offeror, the Contractor must have successfully completed previous tunneling projects with similar size, scope of work, and quality requirements to the project being quoted.

Note: The successful offeror will enter into a subcontract agreement with Walsh Construction Company II LLC. The form of contract to be executed is included as Attachment E Standard Subcontract Agreement with Design Build Exhibit. There will be no direct contractual relationship between the successful offeror and the University of Kentucky.

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

2.2 **Background Information**

The University of Kentucky Medical Center is undertaking an ambitious plan to construct a new Cancer Center and Advanced Ambulatory Center on the Lexington, Kentucky campus. The new building will be constructed on the south end of campus, adjacent to the existing main hospital. The new building will connect to Pavilion A via an elevated pedestrian bridge over South Limestone Street. A new thermal utility tunnel under S Limestone will provide utility connections toward existing campus infrastructure. This project further demonstrates the University's desire to continue to serve the needs of the community, state, and region.

This RFP involves the Underground Utility Tunnel South Limestone to be installed for Cancer Center and potential future buildings and connections west of S Limestone.

Schedule milestones (subject to change based on selected Offeror's proposed schedule):

- Award Tunnel RFP – July 2024
- Tunnel Design + Permitting – July through December 2024
- Vault Design Assist July – July through September
- Start Construction – Q1 2025
- Tunnel Complete – October 31, 2025
- Tunnel Utilities Active February 28, 2026

2.3 **University Information**

Upon his arrival in 2011, President Eli Capilouto set 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 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 help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

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 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 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; Honors; 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. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 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 equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

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 designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a 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 29 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. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is 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. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining 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. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

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 Economic Inclusion and Procurement

The University of Kentucky is committed to serving as an advocate for diverse businesses and Kentucky located businesses. 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. To be deemed a Kentucky located Business a company must have a physical facility located in the Commonwealth of Kentucky that is engaged in on-going business operations.

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. The University is also dedicated to increasing the amount of goods and services acquired from Kentucky located companies to the greatest extent possible in support of our economic development efforts.

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

- To ensure the absence of barriers that reduce their participation.
- Educate vendors on "how to" do business with the University.
- Support diverse and Kentucky located 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 and Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for diverse and Kentucky located vendors.
- Sponsor events to assist diverse and Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how diverse and Kentucky located suppliers may participate in this Request for Proposal, submit any questions to the Procurement 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	05/15/2024
Pre-Proposal Conference	05/23/2024
Deadline for Written Questions	3:00 P.M. Lexington, KY Time on 05/30/2024
RFP Proposals Due	3:00 P.M. Lexington, KY Time on 06/20/2024

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
- 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:

Ken Scott
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9102
Fax: (859) 257-1951
E-mail: Kenneth.Scott@uky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held on 05/23/2024 10:00 A.M. via Zoom: <https://uky.zoom.us/j/81262353587>, 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 Procurement Services 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 should 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 should 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 should 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:** One (1) copy on electronic storage devices (USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and one (1) printed original copy.
- **Financial Proposal:** One (1) copy on electronic storage devices (USB) clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and one (1) printed original copy.

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 should be enclosed in sealed envelopes to the above referenced address and should 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 should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should 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 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 should 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 Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

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

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

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 the 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 should 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 e-mail to cckbidquestions@uly.edu no later than the date listed in Section 3.1. Please reference the RFP number and name in the subject line of the email.

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 Procurement Services as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to economic inclusion demographics for their company. Further, should any company or economic inclusion information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

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 should 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 should 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 should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should 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 should 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 should 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 should describe in detail their company's commitment to diversity, equity, and inclusion and maximizing business opportunities for Kentucky-located businesses.

Business Classification	Check All That Apply
Kentucky-Located	
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Classification Not Indicated	

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 should 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.

a) Please provide a brief narrative describing the history of your company. Identify the ownership of your company, Include supplemental information if joint venturing and/or specialty tier vendors/contractor(s). In addition, please complete Attachment D, Determination of Responsibility Form and include with the Proposal.

b) Please provide the Offerors qualifications for performing the work described in this RFP including a statement of compliance with specifications requirements.

c) Provide information and references on your past experience working on tunnel projects of similar size. Previous experience at the University of Kentucky should be included if available.

d) Please provide detailed information on the key personnel being proposed for this project, including project manager and superintendent. This information should include relevant experience on similar projects and any previous experience working at the University of Kentucky.

4.6 Criteria 2 – Services Defined

Provide a brief narrative explaining how your company will accomplish the services described in this RFP, including number and type of staff (engineering, project management, etc.). In the narrative, please describe each phase of the work, (design, equipment selection, installation, training and after warranty service). Provide a written explanation and or plan of the following:

- a) Tunnel system plan
- b) Schedule and phasing plan.
- c) Access and laydown requirements for both the launching and receiving pits, specifically including the minimum size of excavation (length x width x depth) required at each end of the tunnel.
- d) Costs break out for each phase and or major component of work: tunneling, equipment, waterproofing, labor, etc.
- e) Indicate minimum depth of overburden required to construct the tunnel.
- f) Provide a proposed cross-section of tunnel
- g) Explain proposed method of waterproofing the tunnel
- h) Indicate proposed conceptual details for connecting to and sealing of tunnel to vault walls at each end.
- i) Explain method(s) allowed for attachment of pipe supports (i.e. preset and/or after set anchors).
- j) Indicate if traffic will need to be restricted on roadway above at any time during construction.
- k) Indicate if sidewalks on either side of Limestone will need to be restricted at any time during construction.
- l) Provide a synopsis of how the Tunnel Operations shall be managed in a safe manner.

4.7 Criteria 3 – Financial Proposal

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

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- a) Provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP and to meet the schedule included in the documents. Include manpower schedule and manhour totals.
- b) Provide a detailed project Schedule include activities for site investigation (as needed), Design, Submittals, Tunnel Construction, a Milestone for when vault construction can begin, and commissioning (as needed) and backfill operations.
 - a. Include defined durations of all construction activities west of S Limestone.
- c) Offeror is recommended to complete the Walsh Construction prequalification process in advance of submitting their proposal. Those that do not complete prequalification will have an opportunity following submission. No firm will receive a recommendation of award from Walsh to the owner without having completed this process.

4.9 Criteria 5 – Other Additional Information

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.

1. Offeror should describe in detail their company's commitment to diversity, equity and inclusion. Information should 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.
2. Offeror shall provide critical safety information:
 - a. Provide Experience Modification Rate (EMR) for last 3 years
 - b. Provide DART incidence Rate for last 3 years
 - c. Provide OSHA 300A log for last 3 years

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 should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements should 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 should 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 Contract Term

The contract resulting from this RFP should be effective July 22, 2024 with substantial completion on or before December 31, 2025 and is based on single defined task and therefore is not renewable.

6.2 Effective Date

The effective date of the contract should be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 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 should 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.

6.4 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.

6.5 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 should not be interpreted as a modification to the contract.

6.6 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.

6.7 Entire Agreement

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

6.8 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.

6.9 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.

6.10 Termination for Convenience

The University of Kentucky, Procurement Services, 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).

6.11 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 may 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.

6.12 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.

6.13 Prime Contractor Responsibility

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

6.14 Assignment 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.

6.15 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.

6.16 Attorneys' Fees

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

6.17 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.

6.18 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.

6.19 Insurance

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

COVERAGES	LIMITS
Workers' Compensation	Statutory Requirements (Kentucky)
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability covering owned, leased, or non-owned autos	\$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, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

6.22 Reports and Auditing (NOT USED)**6.23 Confidentiality**

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

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

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

6.24 Conflict of Interest

This 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.

6.25 Personal Service Contract Policies (NOT USED)

6.26 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.

6.27 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 may 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.

6.28 Printing Statutes (NOT USED)**6.29 Requirement for Contract Administration Fee (NOT USED)****6.30 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-30.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

TRADE CONTRACT – 31D9 – UNDERGROUND UTILITY TUNNEL SOUTH LIMESTONE

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project.

The details of the scope of work are further defined in Drawings, Specifications, Subcontractor shall Walsh Project specific general Conditions (B.1) and the Trade Specific Scope of work (B.2) and other provisions contained in the Project Documents.

This work shall include all items indicated in the General Scope of Work, Attachment A, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

Underground Utility Tunnel South Limestone as specified in contract documents

***Note: This Subcontractor is responsible for the requirements of the complete Contract Documents as they pertain to this Unit of Work.

1. Scope of Work – It is the intent for this project that this Subcontractor will provide a proposal that performs all work scoped herein and as specified in the Contract Documents. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, operators, rigging, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents.

2. Specific Scope of Work – This Subcontractor will provide a proposal for the permanent underground utility tunnel beneath South Limestone St. in order to provide sufficient piping and work space for the systems to follow. This Proposal is to include and be responsible for the techniques, means & methods, design & coordination assistance, used to safely furnish and install the tunnel system for this scope of work. All materials and equipment are the responsibility of this Subcontractor to form and create a complete utility tunnel system including all engineering, equipment, supports, inserts, supports, liners, cores, drilling, saw cutting, jack hammering, fasteners, attachments, adhesives, waterproofing, etc. necessary to provide a finished tunnel system. This Subcontractor shall provide the job with reliable equipment. Time lost due to inspections, breakdowns, waiting on materials, or broken/damaged equipment will be made up after normal work hours, or on weekends at the Subcontractor's expense. This Subcontractor has studied the Geotechnical Reports and Pre-Drilling Log and shall supply the job with the proper equipment to effectively drill, tunnel, hammer, etc. through all material that could be present. This includes, but is not limited to drill rigs, drill bits, and haul off equipment. This Subcontractor is responsible for a turn-key installation of the utility tunnel.

3. Basis of Bid – This Subcontractor will provide a Proposal that provides a detailed plan of how the utility tunnel will be achieved. This includes sketches of the systems, logistics & phasing plans, required access and laydown areas, launching and receiving pit sizing, costs, duration, sequencing, etc. to explain in detail the proposed manner in which to achieve the finished utility tunnel. This Subcontractor will provide a written explanation and or plan of the followings:

- a) Tunnel system plan
- b) Schedule and phasing plan.
- c) Access and laydown requirements for both the launching and receiving pits, specifically including the minimum size of excavation (length x width x depth) required at each end of the tunnel. Use the included Site Logistics Plan as the boundaries for potential work areas.
- d) Costs break out for each phase and or major component of work: tunneling, equipment, waterproofing, labor, etc.
- e) Indicate minimum depth of overburden required to construct the tunnel
- f) Provide a proposed cross-section of tunnel
- g) Explain proposed method of waterproofing the tunnel
- h) Indicate proposed conceptual details for connecting to and sealing of tunnel to vault walls at each end.
- i) Explain method(s) allowed for attachment of pipe supports (i.e. preset and/or after set anchors).
- j) Indicate if traffic will need to be restricted on roadway above at any time during construction.
- k) Indicate if sidewalks on either side of Limestone will need to be restricted at any time during construction.
- l) This Subcontractor will provide a design that accounts for the following considerations:
 - a. Dead load of overburden and pavement above
 - b. HS20 highway loading or 250 PSF live load, whichever produces the higher stresses
 - c. Piping loads (see attached piping weights and dimension charts provide by AEI)
 - d. Minimum 60 PSF floor live load in addition to the piping loads
- m) Tunnel pipe support frames will be by others.
- n) Indicate whether tunnels will be sloped or not, and how bottom surface is to be drained.

4. Coordination with Other Subcontractor – This Subcontractor will coordinate with other Subcontractors on site, including the excavation and temporary retention system contractors.

5. Engineering & Design Assist – This Subcontractor shall be responsible for complete engineering and design of the tunneling system and the completed product. A professional engineer registered in the Commonwealth of Kentucky shall stamp all shop drawings. This Subcontractor will provide design assistance and coordination with the project's Design Team in order to complete the contract documents and account for the proposed tunneling system. Schedule and duration of Design Assist will be coordinated and dictated by the Construction Manager.

6. Layout – This Subcontractor shall be responsible for the accurate layout of all work included in this scope. This Subcontractor shall conduct layout from a building control line and benchmark furnished by the Construction Manager.

7. Protection/Dewatering – This Subcontractor shall coordinate and conduct drilling and or concrete placement operations in such a way that protects existing grades, subgrades, and fills from surface water and slurry run-off. All demucking and pumping of groundwater, if necessary, is part of this work. All pumping of water will be coordinated with the site dewatering system so as not to overwhelm, damage, or generally create new issues with this dewatering process. This Subcontractor is responsible for the proper removal and disposal of any slurry or run-off in coordination with the Construction Manager.

8. Spoils – This Subcontractor shall be responsible for the removal of all spoils related to this work from the site on a weekly basis, or as required by the Construction Manager.

9. Utility Locations – This Subcontractor shall locate all existing underground utilities before disturbing any earth. Any locations within approximately 5' of existing utilities shall be exposed by hand digging or hydro-vac, in order to accurately locate the utility, prior to the main excavation beginning.

10. Site Conditions – All other existing site conditions are to be verified prior to start of construction. Any variances in conditions must be documented prior to construction. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings so as not to damage during construction. This includes any damage that could result from surface water. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to repair.

11. Subsurface Conditions – A copy of a subsurface pre-drilling investigation of the site is included with the Contract Documents.

a. This Subcontractor shall make themselves aware of all existing surface conditions, underground utilities, and existing underground conditions.

b. This Subcontractor shall reference and make themselves aware of the Geotechnical Reports (6/16/23, 8/1/23, 1/15/24). All findings within this report has been accounted for in this Subcontractor's price and scope of work. The data contained in this report is not intended as a representation or warranty of the continuity of such conditions. Neither the Construction manager nor the Owner will be responsible for interpretation or conclusions drawn therefrom by the Subcontractor. The Subcontractor may examine the site and make their own subsurface explorations or drill test holes at no additional cost to the Construction Manager or Owner. This Subcontractor will notify the Construction Manager prior to making any subsurface explorations.

12. Street Cleaning – This Subcontractor shall maintain a safe and clean environment of all streets and sidewalks as a result of this scope of work. This Subcontractor shall ensure that vehicles and/or equipment do not track mud, dirt or dust onto adjacent streets or sidewalks. Any mud, dirt, or dust tracked onto adjacent streets and sidewalks shall be cleaned up immediately to the Construction Manager's satisfaction.

13. Overtime Work – This Subcontractor shall perform all work within the time frames established in the Construction Schedule. This Subcontractor shall submit a plan to the Contractor before beginning work outlining his means and methods for completing work within the time frames established. The plan shall show required daily production rates, methods for monitoring actual daily production and a detailed contingency plan outlining how lost time will be made up (including time lost due to normal seasonal weather). This plan will show durations to meet or beat the schedule, along with the included size/quantity of equipment, number of days and hours per week with detail.

14. Concrete & Reinforcing Steel – This Subcontractor shall provide all necessary concrete & reinforcing material as needed to complete this work. This Subcontractor shall also include all equipment and labor to pump the concrete into place including associated clean up. This includes a minimum of one man per truck when conducting pours. This Subcontractor shall coordinate with the Owner's testing agency as required per the Specifications; this includes but is not limited to: providing proper cylinders and test boxes per applicable ASTM sections. If a test should fail, this Subcontractor shall either remove and replace the represented work, or repair the represented area as directed by the Structural Engineer and Architect. All costs associated with additional testing and rework shall be the responsibility of this Subcontractor.

15. Waterproofing – This Subcontractor has included a complete waterproofing system for the utility tunnel system and will help document with the Design Team. This includes a complete watertight system that is capable of tying into the adjacent work.

16. Schedule / Weather – This Subcontractor shall make all provisions for an accelerated construction schedule. Contract extensions will not be considered for abnormal weather conditions. As a Team we must anticipate and do everything reasonable and prudent to get over, through and/or around the obstacles that beset every construction project.

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

1. The Offeror agrees to furnish all design, permits, labor, materials, supplies and services required to complete the Work, for the above referenced Project, for University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Offers are to INCLUDE all taxes, permits, and Fees.

Offers are to EXCLUDE all Insurance (See CCIP Manual) and Payment and Performance Bond Costs (Project SDI). Offerors determined to be ineligible for CCIP or SDI will be provided opportunity to verify the value of these coverages.

BASE OFFER

FOR THE LUMP SUM OF:

_____ DOLLARS (Use Words)

AND _____ CENTS. (Use Words)

\$ _____ (USE FIGURES)

2. Cost Breakdown

Fill in the following breakdown of costs included in your base offer. Each item is to include labor, material & equipment. These will neither be considered unit prices nor will the numbers listed here limit obligations required in the bid documents. It will be used only to aid in verifying the completeness of the offers.

DESCRIPTION OF WORK (BASE OFFER)	COST INCLUDED IN OFFER
Fees + GC's	\$ _____
Permits	\$ _____
Engineering & Design Assist	\$ _____
Waterproofing	\$ _____
Mobilization/Demobilization	\$ _____

Tunnel Structure	\$ _____
Tunnel MEP Support Systems	\$ _____
Excavation and Backfill	\$ _____
TOTAL BASE OFFER AMOUNT (MATCH #1 ABOVE)	\$ _____

3. Hourly Rates

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

Complete and attach the Walsh Labor Rates form for each Worker category including design and management staff.