



University of
Kentucky[®]
Procurement Services

Request for Proposal
UK-2563.30-9-25
Proposal Due Date – 10/11/2024

UK CTC
Mechanical Equipment Purchases



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-2563.30-9-25	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: 09/03/2024	UNIVERSITY OF KENTUCKY
Title: UK CTC – Mechanical Equipment Purchases	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: 10/11/2024 @ 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	7
2.0 GENERAL OVERVIEW.....	8
2.1 Intent and Scope	8
2.2 Background Information	9
2.3 University Information.....	9
2.4 Economic Engagement and Procurement	12
3.0 PROPOSAL REQUIREMENTS	13
3.1 Key Event Dates.....	13
3.2 Offeror Communication	13
3.3 Pre-Proposal Conference	14
3.4 Offeror Presentations	14
3.5 Preparation of Offers	14
3.6 Proposed Deviations from the RFP	15
3.7 Proposal Submission and Deadline	15
3.8 Modification or Withdrawal of Offer.....	16
3.9 Acceptance or Rejection and Award of Proposal.....	16
3.10 Rejection	16
3.11 Addenda.....	16
3.12 Disclosure of Offeror's Response	17
3.13 Restrictions on Communications with University Staff	17
3.14 Cost of Preparing Proposal.....	17
3.15 Disposition of Proposals	17
3.16 Alternate Proposals	17
3.17 Questions	17
3.18 Section Titles in the RFP	18
3.19 No Contingent Fees.....	18
3.20 Proposal Addenda and Rules for Withdrawal.....	18
3.21 Requirement To Perform Vendor Onboarding and Registration.....	18
4.0 PROPOSAL FORMAT AND CONTENT	19
4.1 Proposal Information and Criteria	19

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

6.23 Confidentiality.....	31
6.24 Conflict of Interest	31
6.25 Personal Service Contract Policies (NOT USED)	31
6.26 Copyright Ownership and Title to Designs and Copy.....	32
6.27 University Brand Standards	32
6.28 Printing Statutes	33
6.29 Requirement for Contract Administration Fee (NOT USED)	33
6.30 Payment Terms	33
7.0 SCOPE OF SERVICES	34
7.1 Detailed Services Defined	34
7.2 Optional Services (NOT USED).....	39
8.0 FINANCIAL OFFER SUMMARY	40
8.1 Mandatory Services (Section 7.1).....	40
8.2 Optional Services (Section 7.2) (NOT USED).....	42
8.3 Alternate Pricing	42
8.4 Bond Cost	42
8.5 Additional Financial Commitment	42
8.6 Unit Prices.....	42
8.7 Allowances	42
8.8 Schedule of Values.....	43
8.9 Supplemental Information.....	43
9.0 DRAWINGS AND SPECIFICATIONS.....	43

Attachments

-  Attachment A_General Conditions
-  Attachment B_Special Conditions
-  Attachment C_Walsh Unified GCs
-  Attachment D_SSSP
-  Attachment E_Site Logistics
-  Attachment F_Project Schedule
-  Attachment G_Specifications
-  Attachment H_VOL 1 Drawings
-  Attachment I_VOL 2 Drawings
-  Attachment J_FIT-OUT 100% DD REVIEW SET Combined Spec
-  Attachment K_OFCI Mechanical Equipment Exhibit

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 equipment and materials for a complete mechanical equipment package for the University of Kentucky.

- This request for proposal includes, but is not limited to, Air Handling Units, Boilers, Heat Recovery Chillers, Hydronic Pumps, Fans, Louvered Penthouse etc.
- The Contractor(s) 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.
- This contractor shall include all Testing and Certification of all equipment

To be considered a responsible Offeror, the Contractor must have successfully completed previous 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 the University of Kentucky. This contract will be managed and administered by University of Kentucky and the Construction Manager, Walsh Construction Company II LLC. There will be no direct contractual relationship between the successful offeror and Walsh Construction.

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.

A Pre-Proposal Conference will be held at the University on 11/17/2016. Please see Section 3.3 for additional information.

The Scope of Services is further defined in Section 7.0, Scope of Services, in this RFP.

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 HVAC Equipment to be installed for the Cancer Center.

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

- Award Mechanical Equipment RFP(s) – September 2024
- Initial Submittals and Shop Drawings – November 2024
- Interior Fit Out Construction Documents For Bid and Permit – October 2024
- Targeted AHU's on Site – June 1, 2026
- Substantial Completion of the Project – October 26, 2027

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 Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

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

For additional information regarding how 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	09/03/2024
Pre-Proposal Conference (Optional)	09/13/2024 *Via Zoom
Deadline for Written Questions	3 p.m. Lexington Time on 09/19/2024
RFP Proposals Due	3 p.m. Lexington Time on 10/11/2024

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 09/13/2024 @ 10:00 AM Lexington, KY Time, via Zoom: <https://uky.zoom.us/j/84153276171>. 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 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 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 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 and requirements. Offeror shall complete review of specifications, noting for each paragraph whether proposed equipment complies with project specifications or deviates. Justification must be given for each deviation.
- c) Please provide detailed information on the key personnel being proposed for this project including but not limited to executives, designers, engineers, project managers, and/or field personnel.

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:

1. Provide an anticipated delivery date for each type of equipment being proposed on
2. Plan to achieve and maintain or improve conceptual project schedule
3. Provide a detailed schedule for submittals, shop drawings, manufacture, and delivery of equipment.
4. Provide a plan for completion of shop drawings and securing of manufacturing slots to support project schedule while design is being completed, for the fit out scope of work.
5. Likeliest location for manufacturer and testing prior to shipment to site for each class of equipment.
6. Provide a list of equipment that will be shipped loose and will be required to be installed by others.

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 shop drawing, Design, Submittals, fabrication, and delivery
 - a. Include defined durations of all lead times from approved submittal
- c) Provide % of orders delivered: early, on time, late.

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.

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.

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(s) resulting from this RFP should be effective October 1, 2024 with project substantial completion of on or before October 27, 2026 and is based on a single defined task and therefore is not renewable. Warranty period to extend beyond the substantial completion date.

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

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by Procurement Services.

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

The terms "Supplier", "Sub-contractor", "Trade contractor" & "Contractor" may be used interchangeably throughout the contract documents. This Trade Contractor is responsible for all contract documents (specifications, drawings and scope of work). In the event of a conflict, this scope of work takes precedence.

The scope of work in this Trade Contract includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents. All work will be completed in accordance with local codes and ordinances. This work shall include but not be limited to the following (see section 7.1 for details):

TRADE CONTRACT – 23B7 – Mechanical Equipment: Air Handling Units (including Coils, Humidifier & Filters), Boilers, Heat Recovery Chillers, Hydronic Pumps, Exhaust Fans, Stairwell Pressurization Fans and Louvered Penthouse.

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, and exhibits of this RFP.

Supplier shall be responsible to comply with the General Conditions (Attachment A), Special Conditions (Attachment B), and the CM's Unified General Conditions Ex B.1 (Attachment E) 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:

- 230100 Pumps
- 230200 HVAC Equipment and Hydronic Specialties
- 230300 Condensate Drainage System (For Cooling Equipment)
- 230500 Common Work Results for HVAC, Refrigerant Management
- 230800 Commissioning of HVAC
- 231100 Registers, Grilles, Diffusers and Louvers
- 231200 Sheet Metal and Flexible Duct
- 232500 HVAC Water Treatment
- 232923 Variable Frequency Motor Controls
- 233423 HVAC Power Ventilators
- 233600 Air Terminal Units
- 238216 Air Coils
- 238219 Fan Coil Units
- 238414 Electric Resistive Humidifiers

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

1. All work of this Trade Contractor (Supplier) shall be properly coordinated with the Lexington Fayette Urban County Government (LFUCG), University of Kentucky, and any other authorities having jurisdiction.
2. This Trade Contractor (Supplier) is responsible for all work required to provide turnkey, complete, and operational systems in accordance with the Contract Documents, ready for installation and final connections by “others” (onsite electrical subcontractors). The term “provide” is interchangeable with “furnish and deliver” unless otherwise clarified in this documents or attachments.
3. Though Subcontractor will have contract direct with UK, they will be obligated to comply with General Conditions, Special Conditions, and Walsh Construction’s Unified General Conditions documents which are attached.

4. General Items

- A. The General Building Permit will be provided by others. Obtain all required permits to complete this scope including but not limited to all required road permits for delivery. Furnish copies of all permits to the Construction Manager.
- B. Subcontractor change order requests shall be provided with sufficient detail to allow for satisfactory review. Subcontractor shall be allowed a maximum mark up for overhead and profit per the markup provisions included in the Subcontract Agreement, or as clarified in Contract Documents above.
- C. Subcontractor understands that time is of the essence in the prosecution of Work under this agreement.
- D. All Subcontractors must be licensed as required by local, State, or Federal jurisdiction required for work of this trade in this project location.
- E. This contractor shall include necessary supervision normal and customary to the scope of work of this size, difficulty, and scale.
- F. This Subcontractor will comply with all project safety requirements for when its personnel are on site.
- G. This Supplier shall provide monthly updates on the schedule for fabrication and delivery of equipment.
- H. Attachment “J” is a conceptual level construction/design schedule. This is preliminary and is intended to be used as information only to understand sequencing/logistics of the project. The schedule is a dynamic tool and is routinely being developed as information is gained from design requirements.
- I. This Supplier shall include work on overtime, at no additional cost as required, to maintain the construction schedule. Include the cost for overtime and shift work as may be required to ensure that all milestone dates are met.
- J. Contract Price is LUMP SUM. There shall be NO escalations allowed during the course of this contract.
- K. Supplier to account for cost for permit fees based on their proposed contract value. Value will be removed from their contract and provided to Subcontractor paying for permit. This supplier will not be directly responsible for managing permit fees with the relevant authorities having jurisdiction.

5. Shop Drawings and Submittals

- A. Supplier shall clearly indicate on shop drawings all expected / assumed conditions and connections as well as any materials, parts or equipment that interface with their equipment, but are to be provided by others.
- B. Supplier shall provide a 3D Digital Equipment File of all the equipment being provided to the Construction Manager for inclusion within the overall project coordination model. This Equipment File shall accurately represent the size of the equipment being providing, the connection points for other equipment or systems and all required safety and maintenance clearances. Supplier has also included reviewing the overall coordination model, with respect to their furnished equipment, to ensure coordinated clearances, layout and connections are achievable and appropriate.
- C. Supplier has included all coordination with Construction Manager, Mechanical Subcontractor, Controls Subcontractor and others to ensure the mechanical system is coordinated and functions as a complete and integrated system.
- D. Supplier shall coordinate with project team, including UK, designers, CM, and subcontractors for engineering of delivery logistics including engineering pick points or other means of equipment delivery for the project.

6. Manufacture, Testing, and Delivery

- A. Subcontractor shall include all required Factory Start up. Factory start up and testing will have happened at the point of manufacture prior to shipment to site.
- B. Subcontractor shall provide manufacturer's pre-start-up checkout, start-up, trouble shooting and adjustment procedures. These shall be project and equipment specific.
- C. Subcontractor shall provide for a factory-authorized representative on site to provide an inspection of the installation of the HVAC equipment (installed by others) and will provide a report on the quality of installation.
- D. Subcontractor shall provide Construction Manager with written notice 4 weeks prior to factory testing and allow for potential witnessing of tests by CM, Designer, and / or owner representative.
- E. This supplier shall assume multiple deliveries for equipment to comply with project schedule and need.
- F. This supplier shall coordinate shipping sizes and splits with the Mechanical Subcontractor and CM. This coordination shall include access / installation path and weight / crane capacity.
- G. This supplier shall include participation in all start up, testing and commissioning of the supplied equipment, including factory representatives as required.
- H. Onsite storage is limited. Include off-site storage as necessary to ensure "Just-in-Time" deliveries of all equipment.
- I. Examination of Site – Subcontractor warrants that they have sufficiently reviewed the project site to inform themselves of all items about existing site that are relevant to their work, and the cost of their work.
- J. SITE LOGISTICS: Refer to the Site Logistics plans included in the Contract Documents. Delivery trucks are to be scheduled with Walsh and the Core and Shell

- Mechanical Subcontractor at least ten (10) calendar days in advance of delivery to site.
- K. Supplier to include all storage, shipping and associated cost with material supplied and delivered to project site. All unloading, material handling and setting of equipment in the project site will be completed by Others. Supplier understands that delivery will need to be staged and sufficient time allowed for loading and hoisting.
 - L. Supplier to provide cost in their proposal for 10 separate visits to AHU manufacturing site, either 10 individuals going as 1 large visit or 1 individual visiting the manufacturing site 10 times. This to include cost for airfare, hotel, and car for a full workday at manufacturing site. Assume all travel originates in Lexington Kentucky.
 - M. The intent of this scope is to provide information to the HVAC Equipment Supplier for a lump sum price. The HVAC Equipment Supplier must provide all necessary costs for a complete package of all mechanical equipment as shown on the contract drawings and specifications noted as being Owner Purchased.
 - N. This supplier shall adhere to all DIVISION 00, 01, & 23 for all equipment supplied.
 - O. Subcontractor shall provide Air Handling Units (including Coils, Humidifier & Filters), Boilers, Heat Recovery Chillers, Hydronic Pumps, Exhaust Fans, Stairwell Pressurization Fans and Louvered Penthouse
 - P. This supplier shall provide all Air Handling Units (including Coils, Humidifier & Filters) per the contract documents.
 - i. This includes, but is not limited to;
 - 1. Needlepoint Bipolar Ionization System
 - 2. Filters
 - 3. HEPA Filters
 - 4. Gages, Control Dampers and Air Blenders
 - 5. Adiabatic Humidifier
 - 6. Manufacturer's representative to supervise equipment rigging and assembly for as long a period of time as is necessary to ensure proper assembly or onsite training but no less than 2 full days.
 - 7. Manufacturer's representative to participate in field pressure testing.
 - Q. This supplier shall provide all Reverse Osmosis System Equipment / Skids per the contract documents
 - R. This supplier shall provide all Boilers.
 - i. This includes, but is not limited to;
 - 1. The manufacturer shall be responsible for confirming that the submitted boiler meets the size, clearance, and installation requirements of the boiler room space, including all code-required service clearances for other equipment installed in this room. This will require coordination with the Construction Manager's 3D Modeling Team.

- S. This supplier shall provide all Heat Recovery Chillers.
 - i. This includes, but is not limited to;
 - 1. Variable Frequency Controller Factory Mounted and Wired to Chiller
 - 2. Flow Switches for each evaporator and condenser as specified
 - 3. Vibration Isolators
 - 4. All Refrigerant and Oil
- T. This supplier shall provide all Water Cooled Chillers.
 - i. This includes, but is not limited to;
 - 1. Variable Frequency Controller Factory Mounted and Wired to Chiller
 - 2. Flow Switches for each evaporator and condenser as specified
 - 3. Vibration Isolators
 - 4. All Refrigerant and Oil
- U. This supplier shall provide all Hydronic Pumps. However, Isolation Valves, Check Valves, Flexible Couplings and Vibration Analysis and Isolators are by Mechanical Subcontractor.
 - i. This includes, but is not limited to;
 - 1. All required motor starters for pumps
- V. This supplier shall provide all Exhaust Fans
 - i. This includes, but is not limited to;
 - 1. Roof Curbs a minimum of 18", Supplier shall coordinate final height with Construction Manager and final roof system thickness.
 - 2. Seven (7) year warranty included as required by specifications.
 - 3. Dampers
- W. This supplier shall provide all Stairwell Pressurization Fans
- X. This supplier shall provide all Louvered Penthouse
 - i. This includes, but is not limited to;
 - 1. Roof Curbs a minimum of 24", Supplier shall coordinate final height with Construction Manager and final roof system thickness.

7. Installation and Commissioning

- A. Subcontractor shall provide factory start-up services where specified and shall coordinate this with the Construction Manager.
- B. Subcontractor shall have a factory-authorized representative on site for all acceptance testing. Subcontractor shall assume a minimum of (1) days of onsite acceptance testing per AHU, Boiler, and Chiller, or the extent of time they recommend for testing of equipment for project of this size, whichever is greater.
- C. Subcontractor shall provide onsite personnel to supervise and direct the onsite acceptance testing. This personnel shall be factory-authorized representative of manufacturers. Personnel shall also be available and participate in pre-test and or pre-commissioning planning meetings to help ensure efficient and successful testing.
- D. Subcontractor has included a factory-authorized service representative to inspect, and adjust field assembled components and equipment installation, including connections.

8. Maintenance and Close Out

- A. Subcontractor shall provide all required O&M manuals and instructions to Owner prior to request for final payment.
- B. Subcontractor shall furnish one can of touch up paint for each final factory-applied finish coat of product.
- C. Subcontractor shall provide Manufacturer's written warranty against defects in materials and workmanship for equipment, as required by Contract Documents. Warranty period shall begin on date of substantial completion. Subcontractor acknowledges HVAC equipment will be utilized prior to substantial completion and includes all costs for extended warranties.
- D. Subcontractor shall inspect and certify equipment for start of warranty at substantial completion.
- E. At conclusion of testing, Subcontractor shall provide a factory authorized technician to service the equipment, inspect it, complete a round of Periodic Maintenance actions, and certify equipment for start of warranty at substantial completion. This service shall also address and consider that some of the equipment may have been sitting or stored for an extended period of time. Equipment is to be cleaned and placed into service in a condition satisfactory to the Owner
- F. Provide training to the Owner by a factory representative for each type of equipment. Training shall be a minimum of eight (8) hours on site, more if required by specific specification section. The Engineer shall be notified one (1) week in advance of the training. All training shall be video taped.
- G. Subcontractor has included training sessions by manufacturers, to train the Owner's personnel in the operation and maintenance of equipment as required by the Contract Documents. This training may be recorded for the Owner's future reference.

Work Excluded

This Scope of Work shall exclude the following:

- 1. Unloading and Placing of Equipment at the project site
- 2. Installation of the equipment on site.
- 3. Isolation Valves, Check Valves and Flexible Couplings for Hydronic Pumps (Remark #4)
- 4. Vibration Analysis and Isolators for Hydronic Pumps (Remark #6)
- 5. VFD, these will be furnished by the Controls Subcontractor.

7.2 Optional Services (NOT USED)

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 permits and Fees. Offers are to include all Insurance and Payment and Performance Bond Costs.

Offers are to exclude Tax as contracts with University of Kentucky are tax exempt.

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 completeness of the offers.

DESCRIPTION OF WORK (BASE OFFER)

COST INCLUDED IN OFFER

Engineering, design coordination, & fees	\$
Shop drawings and Submittals	\$
Air Handlers	\$
AHU Reverse Osmosis Skids	\$
Boilers	\$
Heat Recovery Chillers	\$
Air Cooled Chillers	\$
Hydronic Pumps	\$
Exhaust Fans	\$
Stairwell Pressurization Fans	\$
Louvered Penthouses	\$
Freight	\$
Travel Costs for manufacturing Visits	\$
Commissioning and Acceptance Testing	\$
Extended Warranties for Construction Use	\$
Remaining Work not listed above	\$
Insurance	\$
Payment and Performance Bonds	\$
Permit Fees	\$
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.

8.2 **Optional Services (Section 7.2) (NOT USED)**

8.3 **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.

1. Provide Break out price for Level 4 Air Handler to be removed from scope of work. Scope Removal decision may extend to February 1, 2025.
2. Provide Voluntary Alternates at Offerors discretion to reduce project cost while maintaining quality and functionality.
3. Provide Break out price for Level 5 Chemo Pharmacy to be a local modularly built pharmacy

8.4 **Bond Cost**

Cost of Performance and Payment Bond (Base Offer + Alternates) \$ _____

This should be included in the cost above.

8.5 **Additional Financial Commitment**

The University is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire University graduates, a percentage rebate, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.

8.6 **Unit Prices**

None

8.7 **Allowances**

None

8.8 Schedule of Values

Within seven (7) days after the contract signing, the SUCCESSFUL OFFEROR is to provide a breakdown for Monthly progress billing purposes in a format furnished by the Construction Manager.

8.9 Supplemental Information

1. Company Financial Statement

* Pursuant to KRS 45A.110, if the offeror wishes nondisclosure of certain information he/she shall enclosed the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document.

9.0 DRAWINGS AND SPECIFICATIONS

The Offeror, in compliance with your Request for Proposal for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification. Offeror understands that successful offeror will enter into a contract with the University of Kentucky.

The Offeror hereby acknowledges receipt of the following Addenda:

- ADDENDUM NO. _____ DATED
- ADDENDUM NO. _____ DATED
- ADDENDUM NO. _____ DATED
- ADDENDUM NO. _____ DATED
- ADDENDUM NO. _____ DATED
- ADDENDUM NO. _____ DATED
- ADDENDUM NO. _____ DATED

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)