Request for Proposal
UK-1935-19
Proposal Due Date - 04/11/2019

Custom Air Handling Units (AHU)
UK Healthcare Facilities
Project # 2499.0 RB2 Phase II
Project 2402.13 Interventional Radiology
REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-1935-19
Issue Date: 3/19/2019
Title: Custom Air Handling for RB2 Phase II and Interventional Radiology Pavilion A
Purchasing Officer: Mike Mudd
Phone: (859) 257-5409

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/11/2019 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS
1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
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 restricts, 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, and184.390;
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
TYPED OR PRINTED NAME:
WEB ADDRESS:

FEDERAL EMPLOYER ID NO.:
SIGNATURE:
DATE:

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/11/2019 P.M. LEXINGTON, KY TIME.
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8.2 Equipment Delivery (FOB Jobsite – after storage period)
8.3 Drawings/Manuals
8.4 General Information – splits, weights, dimensions
8.5 Start-up, Training, Spare-Parts, & Additional Services
8.6 Optional Extended Maintenance/Support

Drawings

H400 Air Handling Unit Details
H700 Air Handling Unit

Specifications

20 0513 Motors
20 0529 Mechanical Supporting Devices

23 0550 Vibration Isolation
23 0902 Control Dampers
23 2116 Pipe and Pipe Fittings
23 2118 Valves
23 2120 Piping Specialties
23 3314 Ductwork Specialties
23 3400 Fans
23 4114 Filters
23 7328 Factory Fabricated Custom Air Handling Units
23 8216 Coils
23 8413 Humidification Equipment

26 0519 Low-Voltage Electrical Power Conductors and Cables
26 0533 Raceway and Boxes for Electrical Systems
26 2726 Wiring Devices
26 2816 Enclosed Switches and Circuit Breakers

Attachment A General Conditions
Attachment B Special Conditions
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/offorors’ response to this RFP.

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This RFP is for the Purchase of CUSTOM Air Handling Equipment that will serve various areas at the University.

Three (3) air handlers for the Research Building 2 Phase II (RB2) facility with the following characteristics:

1. AHU-2 is a 56,000 cfm size unit that serves the north floors 1-6
2. AHU-4 is a 36,000 cfm size unit that serves the south floors 1-6
3. AHU-7 and AHU-8 are both 25,000 cfm size units that serves the vivarium

In addition, one (1) air handler for Interventional Radiology (IR) with the following characteristics:

4. DT-11AE is a 58,000 cfm air handler serving the 1st floor of Pavilion A facility.

The scope of services is further defined in Section 7.0 (Scope of Work) and the following documents and attachments:

Drawings

H400 Air Handling Unit Details
H700 Air Handling Unit

Specifications

20 0513 Motors
20 0529 Mechanical Supporting Devices

23 0550 Vibration Isolation
23 0902 Control Dampers
23 2116 Pipe and Pipe Fittings
23 2118 Valves
23 2120 Piping Specialties
23 3314 Ductwork Specialties
23 3400 Fans
23 4114 Filters
23 7328 Factory Fabricated Custom Air Handling Units
23 8216 Coils
23 8413 Humidification Equipment

26 0519 Low-Voltage Electrical Power Conductors and Cables
26 0533 Raceway and Boxes for Electrical Systems
26 2726 Wiring Devices
26 2816 Enclosed Switches and Circuit Breakers

Attachment A General Conditions
Attachment B Special Conditions
2.2 Background Information

The RB2 Research Facility at the University of Kentucky Medical Center was designed by Champlin Architects, Inc. and opened starting in 2018. A portion of the facility was constructed as shell space for future fit out. This RFP will provide the Custom air handling units (AHU) for the floors 4 & 5 and part of the lower level for the Vivarium area as well as units for the Interventional Radiology located in the Pavilion A of the hospital.

AHUs will be owner provided, to be installed by others (OFCI).

2.3 University Information

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

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

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

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.
The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

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

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

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country’s largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

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

3.1 Key Event Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>03/19/2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference (Optional)</td>
<td>Not Required</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>03/29/2019</td>
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<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 04/11/2019</td>
</tr>
<tr>
<td>Offeror Presentations*</td>
<td>Week of 4/15/2019</td>
</tr>
<tr>
<td>Contract Award*</td>
<td>Week of 4/22/2019</td>
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*projected dates

3.2 Offeror Communication

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

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

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

Mr. Mike Mudd  
Purchasing Division  
University of Kentucky  
322 Peterson Service  
Building 411 South Limestone  
Lexington, KY 40506-0005  
Phone: (859) 257-5409  
E-mail: mikemudd2@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 **Pre-Proposal Conference**

A pre-proposal conference will **not** be held for this equipment. Offerors are encouraged to submit written questions 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.

3.4 **Offeror Presentations**

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

3.5 **Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.6 **Proposed Deviations from the RFP**

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

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

3.7 **Proposal Submission and Deadline**

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

- **Technical Proposal**: One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and five (5) printed copies in a single package, separate from the Financial Proposal.
• **Financial Proposal**: One (1) copy on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and five (5) printed copies in a single package, separate from the Technical Proposal.

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

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

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

### 3.8 Modification or Withdrawal of Offer

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

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

### 3.9 Acceptance or Rejection and Award of Proposal

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

### 3.10 Rejection

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

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

- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.
• Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

• Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

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

3.12 Disclosure of Offeror’s Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

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

3.17 **Questions**

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

3.18 **Section Titles in the RFP**

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

3.19 **No Contingent Fees**

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

3.20 **Proposal Addenda and Rules for Withdrawal**

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

4.1 Proposal Information and Criteria

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

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

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

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

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

4.3 Transmittal Letter

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

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
• A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

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

4.4 Executive Summary and Proposal Overview

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

4.5 Criteria 1 - Offeror Qualifications

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

1) Equipment Schedule Performance (explain all deviations & exceptions)
2) Drawing Footprint Compliance (explain all deviations & exceptions)
3) Equipment Specifications Compliance (explain all deviations & exceptions)
4) Delivery (confirm FOB jobsite)
5) Manufacturing Facility’s capacity to meet scheduled delivery.

4.6 Criteria 2 – Services Defined

Please refer to the Scope of Services, Section 7.0 and provide the information required. Include a complete spare parts listing and recommended spare parts list that owner should keep in spare parts inventory.

Address and explain your compliance, deviations, and exceptions with regards to entire Scope of Work. This includes the Specifications, Coordination Matrix as well as the attached Scopes of Work for the installing Trade(s).

4.7 Criteria 3 – Financial Proposal

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

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

Please provide and outline with descriptions as to the overall process that your company would use in the expected deliverable. This includes all events from award, submittal process, changes made during coordination, internal design/engineering, procurement of material from suppliers, actual build time(s), factory testing, shipping/packaging, delivery, and any field-installation values/advantages you feel your equipment adds, start-up, reaction time to investigate performance/functional issues, training, assistance during commissioning, training, as-built drawings, warranty, and turnover to owner.
4.9 **Criteria 5 – Other Additional Information**

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

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

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

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

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

The relative importance of the criteria is defined below:

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

Secondary Criteria
- Other Additional Services

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

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

6.1 General and Special Conditions

Please refer to and incorporate within the Offer the attached General Conditions (Attachment A) and Special Conditions (Attachment B) for this equipment. If there are conflicting information between the aforementioned documents and the sections listed below, the more stringent will apply to this RFP.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including 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 shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 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 Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.
6.6 **Contractor Cooperation in Related Efforts**

Refer to General Conditions, Attachment A

6.7 **Entire Agreement**

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

6.8 **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**

Refer to General Conditions, Attachment A

6.11 **Termination for Non-Performance**

Refer to General Conditions, Attachment A
6.12 **Funding Out**

Not Applicable

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**

Refer to General Conditions, Attachment A

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

Refer to General Conditions, Attachment A

6.19 Insurance

This RFP is for Equipment. However in the event the manufactures representatives are required on site then the following Insurance Requirements apply:

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.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract</td>
<td>$1,000,000 each occurrence (BI &amp; PD combined) $2,000,000 Products and Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Automobile Liability covering owned, leased, or non-owned autos</td>
<td>$1,000,000 each occurrence (BI &amp; PD combined)</td>
</tr>
</tbody>
</table>

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

6.20 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**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

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 shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

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

6.24 **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 **Extending Contract**

The offeror’s response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.26 **Personal Service Contract Policies**

Not applicable.

6.27 **Copyright Ownership and Title to Designs and Copy**

Not applicable.

6.28 **University Brand Standards**

Not applicable.

6.29 **Printing Statutes**

Not applicable.
7.0 SCOPE OF SERVICES

A. Contract Documents:

1. Drawings as prepared by Affiliated Engineers, Inc.
2. Specifications as prepared by Affiliated Engineers, Inc.
3. Custom AHU identified within the following “Related Specification Sections”:
   a. Product Related Specification Sections:

Specifications

20 0513 Motors
20 0529 Mechanical Supporting Devices

23 0550 Vibration Isolation
23 0902 Control Dampers
23 2116 Pipe and Pipe Fittings
23 2118 Valves
23 2120 Piping Specialties
23 3314 Ductwork Specialties
23 3400 Fans
23 4114 Filters
23 7328 Factory Fabricated Custom Air Handling Units
23 8216 Coils
23 8413 Humidification Equipment

26 0519 Low-Voltage Electrical Power Conductors and Cables
26 0533 Raceway and Boxes for Electrical Systems
26 2726 Wiring Devices
26 2816 Enclosed Switches and Circuit Breakers

Drawings

H400 Air Handling Unit Details
H700 Air Handling Unit

Attachments

General Conditions Attachment A
Special Conditions Attachment B

When a conflict between scopes and specifications is identified the more restrictive will apply.
B. Shipping & Schedule Requirements:

4. Equipment shall be delivered FOB Jobsite on the dates stated below:

<table>
<thead>
<tr>
<th>CUSTOM AIR HANDLING UNITS</th>
<th>DELIVERY / REQUIRED ON JOB (ROJ) DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tag numbers</td>
<td>On-Site</td>
</tr>
<tr>
<td>Air Handling Unit AHU 2</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>Air Handling Unit AHU 4</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>Air Handling Unit AHU 7</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>Air Handling Unit AHU 8</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>Air Handling Unit AHU /DT-11AE- Pav A</td>
<td>TBD</td>
</tr>
</tbody>
</table>

5. FOB jobsite location: RB2 760 Press Avenue, Lexington, KY 40503 and IR Pav A Hospital

6. Equipment may be stored at an offsite location prior to jobsite delivery. Offsite location storage must be a covered warehouse at a minimum, at best inside storage. Equipment is not to be stored outside, exposed to elements.

7. Manufacturer to provide the fabrication release date for this equipment to meet the delivery date established above.

8. Equipment shall be shipped with firmly attached labels that indicate name of manufacturer, equipment model number, and equipment serial number.

9. Equipment manufacturer shall include the cost to properly seal and protect the equipment during shipment/transit. Exposed physical utility connections (flanges, pipe ends, etc.) shall be isolated for transport from ambient influences with appropriate blinds, caps or weatherproofing materials.

10. Manufacturer shall coordinate with The Whiting-Turner Contracting Company’s Project Manager and installing/receiving TRADE the shipping sequence and provide all final weights and dimensions of any shipping splits for rigging purposes prior to shipping such equipment. Equipment is intended to be modularized to the fullest extent possible. Provide 14-day advance notice to installing/receiving TRADE and Whiting-Turner’s Project Manager.

11. Provide 48-hour delivery call ahead to Whiting-Turner Construction Company’s Project Manager. Delivery hours are between the hours of 8 am and 4 pm.

C. Submittal/Training Requirements:

1. Equipment Manufacturer shall submit a duplicate performance test report (when required by the project documents) to the Owner prior to shipping the equipment certifying that the units meet the specified performance.

2. Engineering submittals {minimum four (4) copies} shall be provided to The Whiting-Turner Contracting Company’s Project Engineer. Vendor shall submit sample warranty certificate and installation checklist with shop drawings/engineering submittals.

3. Engineer/Architect reviewed submittals: Allow three (3) weeks (including mailing processing) for return.

4. O&M Manuals, commissioning, training and start-up schedules including all other remaining submittals shall be issued within four (4) weeks of delivery.
5. *O&M manuals are to include a complete listing of part numbers and a recommended spare parts list.*

6. Warranty certificate and/or commissioning report shall be issued within one (1) week of start-up/testing/field services.

7. Training and Owner’s Acceptance shall be within four (4) weeks of start-up/testing/field services. This date is subject to change.

D. **Project Coordination:**

1. Equipment Supplier shall provide a single point of contact to serve as the project manager for this purchase contract.

2. Project contacts:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Address</th>
<th>Telephone/Cel l phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>WT Sr. Project Manager</td>
<td>Steven Nichols</td>
<td>141 Leader Ave</td>
<td>770-616-2022</td>
<td><a href="mailto:steven.nichols@whiting-turner.com">steven.nichols@whiting-turner.com</a></td>
</tr>
<tr>
<td>Turner Area Manager</td>
<td>Dave Opalka</td>
<td></td>
<td>513-383-8004</td>
<td><a href="mailto:dopalka@tc.co.com">dopalka@tc.co.com</a></td>
</tr>
</tbody>
</table>

E. **Schedule of Values:**

1. Applications for payment shall be submitted to:

   University of KY, CPMD  
   411 S.Limestone  
   222 Peterson Bldg.  
   Lexington, KY 40506-0005  
   Attn: Denise Cooper

2. If the successful supplier intends to bill for materials stored off-site, they must adhere to the guidelines as outlines in Article 30.

F. **Changes in Work:**

1. The successful supplier must adhere to Article 30 of the General Conditions in regards to changes in work. These guidelines will be strictly enforced. Make sure to review price change “acknowledgement”.
G. **Sales Tax:**

1. Sales and Use Tax shall not be included. A tax exemption certificate will be provided by the University of Kentucky.

H. **Warranty:**

1. Provide a Parts Warranty for equipment from delivery to jobsite date through PROJECT COMPLETION (aprox. 5/1/2020) with warranty ending per specifications.
8.0 FINANCIAL OFFER SUMMARY

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

8.1 Equipment Pricing

<table>
<thead>
<tr>
<th>UNITS</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tag numbers</td>
<td>On-Site</td>
</tr>
<tr>
<td>RB2 Air Handling Unit AHU 2</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>RB2 Air Handling Unit AHU 4</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>RB2 Air Handling Unit AHU 7</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>RB2 Air Handling Unit AHU 8</td>
<td>10/01/2019</td>
</tr>
<tr>
<td>IR Air Handling Unit AHU /DT-11AE Pav A</td>
<td>TBD</td>
</tr>
<tr>
<td>Total Fixed Price</td>
<td></td>
</tr>
</tbody>
</table>

8.2 Equipment Delivery (FOB Jobsite – after storage period)

Freight included in Price YES_____ NO_____

Method of Shipment
Transportation will take approximately __________ Days
Shipment date after receipt of order ____________________
Shipment date after receipt of approval drawings ________________

8.3 Drawings/Manuals

Approval Drawings to be submitted __4____ # of weeks after order.
“AS Built” Drawings to be submitted __3____ # of weeks after construction.

Proposal includes price for three (3) sets of Maintenance, Operating and Instruction Manuals and one (1) electronic copy. YES_____ NO_____
### 8.4 General Information – splits, weights, dimensions

<table>
<thead>
<tr>
<th>Tag Numbers</th>
<th>Number of Splits</th>
<th>Largest Section (Size &amp; Weight)</th>
<th>Heaviest Section (Size &amp; Weight)</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Handling Unit AHU 2</td>
<td></td>
<td></td>
<td></td>
<td>10/01/2019</td>
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<tr>
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<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

### 8.5 Start-up, Training, Spare-Parts, & Additional Services

Start-up days included in proposal _________________________
Training days included in proposal _________________________

### 8.6 Optional Extended Maintenance/Support

**Maintenance/Support – First Year (After Warranty Period) $__________
**Maintenance/Support - Second Year $__________
**Maintenance/Support - Third Year $__________
**Maintenance/Support - Fourth Year $__________
**Maintenance/Support - Fifth Year $__________