Request for Proposal
UK-1936-19
Proposal Due Date – 4/05/2019

Alumni Drive Stream Restoration
Project 2502.0
REQUEST FOR PROPOSAL (RFP)

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

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<th>PROPOSAL NO.</th>
<th>RETURN ORIGINAL COPY OF PROPOSAL TO:</th>
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<td>UK-1936-19</td>
<td>UNIVERSITY OF KENTUCKY</td>
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<tr>
<td>Issue Date:</td>
<td>PURCHASING DIVISION</td>
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<tr>
<td>Title:</td>
<td>411 S LIMESTONE</td>
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<td>ROOM 322 PETERSON SERVICE BLDG.</td>
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<td>LEXINGTON, KY 40506-0005</td>
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<tr>
<td>Purchasing Officer:</td>
<td>Mike Mudd</td>
</tr>
<tr>
<td>Phone:</td>
<td>859-257-5409</td>
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IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/05/2019 3 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 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.

SIGNED 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.

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<td>TYPED OR PRINTED NAME:</td>
<td>WEB ADDRESS:</td>
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<td>FEDERAL EMPLOYER ID NO.:</td>
<td>SIGNATURE:</td>
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| Attachment C | Special Conditions                           |
| Attachment D | Workers Compensation Affidavit and Bonding Forms |
| Attachment E | Diversity Participation Goals/ EEO Reporting |
| Attachment F | Contract                                     |
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/offerors' 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

The University of Kentucky desires the services of an experienced and highly qualified firm to provide all final design and construction services via Turn-Key design and construction approach to restore an unnamed tributary to West Hickman Creek. This tributary is located on the southeast corner of UK’s main campus, across from The Arboretum on the north side of Alumni Drive, southeast of the John Cropp Softball Stadium. This impaired stream is primarily spring-fed and drains 0.16 mi² (102 acres) including portions of Alumni Drive, The Arboretum, and UK’s Athletics Complex. Maintenance of the area is difficult due to the wet, steep conditions.

The project includes construction of the stormwater control facilities at the specified site location for quality and quantity control, riparian buffer restoration. The purpose of this product is to improve water quality and reduce stormwater runoff by mitigation issues of standing water, erosion and water backing up current stormwater control mechanisms.

This project will provide stream restoration, improved maintenance conditions, and additional benefits through four elements:

1. A riparian buffer establishment
2. An enhanced hyporheic zone
3. A bioinfiltration swale, and
4. An outdoor classroom.

Additionally, the project design shall retain/otherwise accommodate the functional stream crossings for the UK Cross Country team practice course. Finally, the project design needs to incorporate all of the above items while creating an attractive and contextually appropriate contribution to this increasingly important gateway to the campus.

This project is partially funded by an LFUCG Class B Infrastructure Incentive Grant and as such, is governed by specific stipulations of the grant as well as all design standards of the 2016 LFUCG Stormwater Manual. Please refer to the attached Attachment A, Grant Award Agreement, for details on these requirements.

Also, the LFUCG Stormwater Manual can be found here:

https://drive.google.com/file/d/0B_VhcJmdL_nhTTThoZnJsWIBmZkk/view

The grant agreement (signed August 30, 2018) states that: “The Grantee agrees to complete the project phase(s) (i.e. Design and/or Construction) outlined herein within 18 months from the date of this Agreement. The Grantee shall obtain written approval from the Government’s Grant Manager or Program Administrator for any time extensions beyond the schedule.” So we have until February 29, 2020 to complete, but we have the option of requesting an extension if need be.
In addition, the following Attachments are included as part of this Request for Proposal (RFP)

Attachment A  Grant Award Agreement
Attachment B  General Conditions
Attachment C  Special Conditions
Attachment D  Workers Compensation Affidavit and Bonding Forms
Attachment E  Diversity Participation Goals/ EEO Reporting
Attachment F  Contract

The scope of services are further described in Section 7.0 Scope of Services and Area Maps and Figures of this RFP.

2.2 Background Information

This stream corridor has presented maintenance issues for several years. In early 2017, UK developed several possible approaches to addressing the maintenance challenges presented by the channelized stream and associated soft, wet soils. Based in part on the success of the restoration of Big Elm Fork (near corner of Alumni Drive and Nicholasville Road) as part of a FEMA-funded stormwater peak reduction project, UK decided to pursue a comprehensive stream restoration solution that integrates student learning opportunities. In pursuit of this goal, UK successfully applied for a Class B Infrastructure Incentive Grant from LFUCG to cover up to 80% of project cost.

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

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<td>Release of RFP</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>03/19/2019 at 3 PM</td>
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<tr>
<td>Deadline for Written Questions</td>
<td>03/26/2019 Eastern Time</td>
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<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 04/05/2019</td>
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<tr>
<td>Proposal Evaluation</td>
<td>04/11/2019</td>
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<tr>
<td>Contract Award*</td>
<td>04/17/2018</td>
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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  
Lexington, KY 40506-0005  
Phone: (859) 257-5409  
Fax: (859) 257-1951  
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 be held in Lexington, Kentucky on 03/19/2019 at 3 p.m. in the Weldon Suite at the E. S. Good Barn to allow prospective contractors an opportunity to ask questions and clarify the University’s expectations. This conference provides offerors an opportunity for oral questions. The E. S. Good Barn is located at 1451 University Drive, Lexington, Kentucky. For directions refer to the following link:

http://ukcc.uky.edu/cgi-bin/dynamo?maps.391+campus+0097

Note: The gated parking lot next to the Good Barn has been reserved for this pre proposal conference. However, please allow extra time for parking if this lot is full.

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 and copies of prior year financial reports will be distributed.

- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

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

3.4 Offeror Presentations

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

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: 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.

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

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

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

3.10 **Rejection**

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

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

- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.

- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

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

3.11 **Addenda**

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

3.12 **Disclosure of Offeror’s Response**

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

Any submitted proposal shall remain valid six (6) months after the proposal due date.
The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 **Restrictions on Communications with University Staff**

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

3.14 **Cost of Preparing Proposal**

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

3.15 **Disposition of Proposals**

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

3.16 **Alternate Proposals**

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

3.17 **Questions**

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

3.18 **Section Titles in the RFP**

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

3.19 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.
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.
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.

   a) Provide a brief narrative description of the history of your firm.

   b) Include a list of current or recent clients (within the last 2 years) whom stream channel construction (in accordance with natural channel design techniques) was conducted.

   c) Provide firm name, legal status, mailing address, full name of all owners and any other individuals likely to be used to fulfill this contract.

   d) Provide information regarding your capability to successfully carry out the requirements of the RFP.

   e) Resumes of key personnel. Supply resumes of personnel working on the project if those are different from the key personnel.

   f) If Offeror has been named as a Defendant in any litigation or administrative proceedings within the past six (6) years, describe the forum, nature of the claim and resolution of the litigation.

   g) Describe any and all other qualifications that your firm offers that may be beneficial to the University of Kentucky in the decision-making process.

4.6 Criteria 2 – Services Defined

   a) The Contractor should provide documentation of their understanding of the services requested in the RFP and contract documents.

   b) Your proposal must provide for the completion of all work necessary to accomplish the scope of work defined in this RFP. Include a complete description of the proposed approach and methodology to accomplish the work described. The plan must be in sufficient detail to convey to the evaluation team the CONTRACTOR’s knowledge of projects of similar scale and complexity and the CONTRACTOR’s knowledge of the requirements, demands, and constraints of this project.
c) Describe your firm’s strategy for achieving DBE participation as well as your strategy to promote local trade, contractor, and vendor participation this project.

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**

a) Please describe the schedule for this project and indicate how your firm proposes to meet the schedule for the completion of this project.

b) Provide evidence of the Company’s experience with both design and construction in similar work as described in this RFP. Indicate whether your firm performed the design work and construction work, or both. Contractor shall submit a list of installations for restorations of the magnitude of this project, and/or other significant projects of comparable scale and complexity as this stream restoration that have been done within the last 5 years. This list should include names & phones numbers of the project contact from the respective property owners.

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

The Agreement between University of Kentucky and Contractor is attached. (Attachment F).

6.1 General and Special Conditions

Please refer to and incorporate within the Offer the attached General Conditions (Attachment B) and Special Conditions (Attachment C) 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 Bonding

Offerors shall submit a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. (Attachment D). All bonding and insurance requirements are contained in the RFP, General Conditions, and Special Conditions.

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**

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 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**

Please refer to Attachment B, General Conditions

6.11 **Termination for Non-Performance**

Please refer to Attachment B, General Conditions

6.12 **Funding Out**

Please refer to Attachment B, General Conditions

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

Please refer to Attachment B, General Conditions.

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.

Please refer to Article 35 of the General Conditions and Article 41 of the Special Conditions for additional insurance requirements.

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**

Not Applicable

6.26 **Personal Service Contract Policies**

Not Applicable

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

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

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

6.28 **University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at [http://www.uky.edu/pmarketing/brand-standards](http://www.uky.edu/pmarketing/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://ourbrand.ukhealthcare.org](https://ourbrand.ukhealthcare.org).

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

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

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

6.29 **Printing Statutes**

Not applicable to this project.
7.0 SCOPE OF SERVICES

7.1 Project Purpose

The purpose of this project is to restore an unnamed tributary to West Hickman Creek (stream and valley), in a similar manner as the previously restored section of Big Elm Fork on UK’s property, with the goals of:

- Optimizing the ability of UK Grounds to maintain this area of campus.
- Improving water quality in the West Hickman watershed.
- Reducing stormwater runoff volumes and peaks while recharging the local aquifer.
- Educating a myriad of individuals including citizens of Lexington (local community, visitors, students from other institutions/schools), citizens of the University of Kentucky (students, staff, and faculty), and professionals about stormwater quality. Students, staff, and faculty from UK will be involved in all phases of the project (e.g., design, construction, and monitoring).

This project is partially funded by an LFUCG Class B Infrastructure Incentive Grant and as such, is governed by specific stipulations of the grant as well as all design standards of the 2016 LFUCG Stormwater Manual. Please refer to the attached Attachment A, Grant Award Agreement, for details on these requirements.

Also, the LFUCG Stormwater Manual can be found here:

https://drive.google.com/file/d/0B_VhcJmdL_nhTThoZnJsWIBmZkk/view

The grant agreement (signed August 30, 2018) states that: “The Grantee agrees to complete the project phase(s) (i.e. Design and/or Construction) outlined herein within 18 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule.” So we have until February 29, 2020 to complete, but we have the option of requesting an extension if need be.

Executive Summary

An unnamed tributary to West Hickman Creek is located on the southeast corner of UK’s main campus, across from The Arboretum. This impaired stream drains 0.16 mi² (102 acres) including portions of Alumni Drive, The Arboretum, and UK’s Athletics Complex. Maintenance of the area is difficult due to the wet, steep conditions. Restoration of this tributary is needed as streambank erosion contributes sediment and sediment-bound pollutants (e.g., phosphorus, nitrogen) to downstream waters. Absence of features such as a healthy riparian buffer, pools, and extensive hyporheic zone means nutrients that enter the stream quickly pass through. Short retention times mean that little time is available for plant uptake and microbial transformations, both of which are essential for improving instream water quality. Lack of deep pools and poor quality hyporheic zone means stormwaters quickly pass the stream with little stormwater volume retention or peak reduction. This project will provide stream restoration, improved maintenance conditions, and additional benefits through a riparian buffer establishment, an enhanced hyporheic zone, a bioinfiltration swale, and an outdoor classroom. A detailed description of these elements is provided below.
Riparian buffer restoration

The project will restore the riparian buffer adjacent to the UT of Hickman Creek with the goals of adding sinuosity, filtering pollutants (e.g., sediment, nutrients), stabilizing streambanks, improving aquatic habitat (e.g., shading, carbon inputs), improving field habitat (e.g., cover, pollinator-friendly species), providing flood protection (e.g., evapotranspiration, interception, macropore development), and improving aesthetics (e.g., visual diversity).

Enhanced hyporheic zone

The enhanced hyporheic zone incorporates a carbon source (e.g., woodchips) to promote beneficial microbial activity with the goal of reducing nutrient, particularly nitrates, in waters. The addition of carbon increases the carbon-to-nitrogen (C:N) ratio thereby enabling denitrification ($\text{NO}_3^- \rightarrow \text{N}_2$). Additional flow paths (macropore spaces) are created by excavating the floodplains soils and incorporating carbon.

Bioinfiltration swale

The project will create a bioswale in the traffic island to slow, filter, and infiltrate stormwater runoff. The bioswales will allow for the conveyance and treatment of stormwater not infiltrated or evapotranspired.

Creation of an outdoor classroom

The project design will account for the creation of an outdoor classroom to research and demonstrate water quality protection and water quantity reduction BMPs.

Project Team

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith Ingram</td>
<td>Project Manager, Capital Projects Management</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Carmen Agouridis, Ph.D., P.E., M.P.P.</td>
<td>Extension Associate Professor, UK Biosystems and Agricultural Engineering</td>
<td>Principal Investigator, permitting lead, and integrator of project with research, instructional curriculum, and outreach</td>
</tr>
<tr>
<td>Kevin Lewis</td>
<td>UK Water Quality Compliance Manager, UK’s Environmental Management Department</td>
<td>Design and monitoring of stormwater BMPs</td>
</tr>
<tr>
<td>Jerry Hart</td>
<td>Superintendent of Grounds - UK’s Campus Physical Plant</td>
<td>Ensuring design improves UK Grounds’ ability to maintain area.</td>
</tr>
<tr>
<td>Shane Tedder</td>
<td>Sustainability Coordinator - UK Facilities Management</td>
<td>Alignment of project design with campus sustainability strategic priorities.</td>
</tr>
<tr>
<td>Tim Clark</td>
<td>Associate Director, UK Facilities Management</td>
<td>Integration of project design with campus landscape guidelines</td>
</tr>
<tr>
<td>Don Crawford</td>
<td>Manager, UK Grounds</td>
<td></td>
</tr>
</tbody>
</table>
Permitting

Dr. Agouridis will work closely with the design/build team and UK regarding the necessary local, state, and federal permits. She has worked on permitting and designing of other stream restoration projects in Kentucky including:

- UT to Cane Run at UK’s Maine Chance/Spindletop research farm (Fayette County)
- Kentucky Horse Park (Fayette County)
- Guy Cove (Breathitt County)

All necessary permits will be submitted during the design phase of this project.

Additional Information

- An unnamed tributary (UT) to West Hickman Creek (HUC-14 05100205120040) is located on the southeast corner of the University of Kentucky’s (UK) property southeast of the softball complex on the north side of Alumni Drive.
- The perennial stream drains 0.16 mi² (102 acres) of which about 16% is impervious. The drainage area includes portions of Alumni Drive, The Arboretum, and UK’s Athletic Complex (e.g., baseball, soccer, and softball stadiums) (Figure 1).
- The stream is entrenched, channelized, and embedded. Habitat conditions are poor (RBP score of 81) largely due to lack of epifaunal substrate/cover, embeddedness, bank instability, and poor riparian buffer conditions (Figure 2). Streambank erosion contributes sediment, and associated sediment-bound constituents (e.g., phosphorus, nitrogen) to downstream waters. Absence of features such as a healthy riparian buffer, pools, and extensive hyporheic zone (mixing zone for surface waters and ground waters that extends alongside and beneath the stream) means nutrients that enter the stream quickly pass through. Short retention times mean that little time is available for plant uptake and microbial transformations, both of which are essential for improving instream water quality. Also, lack of deep pools and an extensive hyporheic zone means that stormwaters quickly pass through offering little opportunity for stormwater volume retention or peak reduction.
- The UT to West Hickman Creek is one of two streams located on UK’s campus, the other being Vaughn’s Branch which underwent restoration in 2015 as part of a large FEMA Hazard Mitigation grant (Figure 4).
- Average annual daily traffic (2016 data from KYTC Traffic Count Reporting System) is about 16,800 vehicles meaning large numbers of citizens drive past the project site, which is located adjacent to Alumni Drive near the intersection with Tates Creek Road. The project site is highly visible to vehicular traffic. Furthermore, a frequently used pedestrian path is located adjacent to Alumni Drive.
- UK state’s flagship institution and is dedicated to facilitating learning, expanding knowledge, and disseminating, sharing and applying knowledge. UK has a strong track-record of utilizing such projects, as the proposed restoration of the UT to West Hickman Creek, as an outdoor learning environment to help improve people’s lives and the environment.
- Project design will retain functional stream crossings for the UK Cross Country team practice course.
- Project design needs to incorporate all of the above items while still creating a well-manicured landscape and “gateway” or “entry” to the University.
7.2 **Services Defined**

The Contractor is required to have an active email account to facilitate coordination of the project during all phases and warranty.

To facilitate project construction coordination between the Contractor and the University of Kentucky, UK Capital Project Management Division (CPMD) is hosting an Internet/Web-based Project Management System (WPMS) to help improve project communication and collaboration. The Contractor shall participate in the use of the WPMS (E-Communication) providing collaboration between University and the CONTRACTOR.

The University shall provide the CONTRACTOR user accounts, as needed and appropriate training for the WPMS. Utilization of, and training in the use of, the WPMS will be arranged and supervised by the University.

All participants are required to have access to the internet and recent versions of Microsoft Internet Explorer, Google Chrome, or Firefox browsers. A broadband connection to the internet (e.g. Cable modem, ISDN, DSL) is recommended, but not required.

The WPMS shall be utilized for the following functions, as a minimum: Closeouts, Invoices, Contract, Defective Work in Place Log, Meeting Minutes, Pay Applications, CO’s, Punch Lists, Reports, Equipment List, Schedules and Submittals.

Use of the system will provide consistent, real-time information for decision making. Additionally, all project data entered into the system will be archived to facilitate project record keeping. It is anticipated that proper use of the WPMS will improve efficiency of communications and reduce project related paperwork and clerical workload.

Review with the University site use and improvements; selection of materials, building systems and equipment; and construction methods.

The University CPMD Standard 33400S01 for Storm Drainage Utilities (http://www.uky.edu/cpmd/design-standards/divisions-30---39---site-and-infrastructure-subgroup) must be followed to meet the stormwater requirements of the University. This includes the submittal for approval of a narrative introduction summarizing the project, calculations used to evaluate stormwater collection and required bmp installation via an Executive Summary, a Stormwater Pollution Prevention Plan, and an Erosion and Sediment Control Plan. All projects must be compliant with the Universities Design Standards, State DOW requirements, and LFUCG’s current edition Stormwater Manual.

Submit one digital copy in PDF format of the Phase final drawings, technical specifications to the University for review. All submittal documents should be clearly marked as "CONSTRUCTION DOCUMENTS REVIEW SUBMITTAL". The University shall review these documents and notify the CONTRACTOR in writing of any modifications, corrections or any other conditions required for final approval. Upon receipt of the CONTRACTOR’s written response to the University's review comments, the University Project Manager will notify the CONTRACTOR in writing of approval of the documents with authorization to proceed to the next phase.
As appropriate and prior to construction submit copies of the Design Documents to all known governmental agencies having jurisdiction (AHJ) for review and approval. The CONTRACTOR is responsible for any fees/permit costs and for securing final approvals from the AHJ.

CONTRACTOR shall submit complete close-out and submittal logs in E-Communication, or WPMS, including description of all deliverables to be submitted prior to substantial completion. Complete logs shall be created and entered in the database during design phase.

Upon completion of construction, the CONTRACTOR shall make changes to the original drawings, incorporating all ASI's; Change Orders; RFI's; Shop Drawings, as well as the Contractor As-Built where modifications to the project were made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project. The CONTRACTOR shall certify that the Architect of Record has reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. CONTRACTOR shall then submit (1) physical copy and upload (1) digital copy in eComm of the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible.

If drawings are CAD (.dwg, .dxr, .dxb or equivalent) produced, upon completion of construction, the CONTRACTOR shall make changes to the CAD drawings, incorporating all ASI's; Change Orders; RFI's; Shop Drawings, as well as the Contractor As-Built where modifications to the project were made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project and shall certify that Consultant has reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. CONTRACTOR shall then submit one (1) physical copy and upload one (1) digital copy in eComm of the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible. Submit one (1) full set of Bond reproducible of the CAD documents and CDs containing the entire set of Project Drawings in a DWG format. All X-refs, raster images, special text, shape files, etc. shall be included with the drawings. The consultant is advised to "E-transmit" to remove paths and package the drawing in a readable manner. The consultant does not need to include common ACAD text or shape files.

In addition, the following Attachments are included as part of this Request for Proposal (RFP)

Attachment A  Grant Award Agreement
Attachment B  General Conditions
Attachment C  Special Conditions
Attachment D  Workers Compensation Affidavit and Bonding Forms
Attachment E  Diversity Participation Goals/ EEO Reporting
Attachment F  Contract
7.3 **Area Maps and Figures**

Figure 1a. The perennial stream drains 0.16 mi² (102 acres), which includes portions of Alumni Drive, The Arboretum, and UK Athletic Complex (e.g., baseball, soccer, and softball stadiums). The outlet is denoted by the blue marker.
Figure 1b. Existing conditions at the stream consist of two inlet culverts, one outlet culvert (before the embankment located to the south), a mower crossing, and limited riparian vegetation.
Figure 2. Habitat quality is poor (RBP score of 81) largely due to lack of epifaunal substrate/cover, embeddedness, bank instability, and poor riparian buffer conditions.
Figure 3. A portion of the flow passes under Alumni Drive (dashed green line at top of figure), enters a traffic island basin, and then passes under Alumni Drive again (second dashed green line from basin outlet) before entering the UT to West Hickman. The solid green line represents the proposed bioinfiltration swale.
Figure 4. Vaughn’s Branch, which is located on UK’s property and was restored in 2015, will serve as a template for this project.
Figure 6. Sketch of proposed project elements.
8.0 FINANCIAL OFFER SUMMARY

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

8.1 Base Offer

The Offeror agrees to furnish all 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.

FOR THE LUMP SUM OF ________________________________

______________________________

(USE WORDS)

($______________________________)

(USE FIGURES)