Request for Proposal
UK-1977-20
Proposal Due Date - 08/09/2019

Cooling Plant #1 – Tower Replacement
Project 2497.0
REQUEST FOR PROPOSAL (RFP)

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

<table>
<thead>
<tr>
<th>PROPOSAL NO.:</th>
<th>RETURN ORIGINAL COPY OF PROPOSAL</th>
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<tbody>
<tr>
<td>UK-1977-20</td>
<td>TO:</td>
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<tr>
<td>Issue Date:</td>
<td>UNIVERSITY OF KENTUCKY PURCHASING DIVISION</td>
</tr>
<tr>
<td>7/17/2019</td>
<td>411 S LIMESTONE</td>
</tr>
<tr>
<td>Cooling Plant #1 – Towers Replacement</td>
<td>ROOM 322 PETERSON SERVICE BLDG.</td>
</tr>
<tr>
<td>Title:</td>
<td>LEXINGTON, KY 40506-0005</td>
</tr>
<tr>
<td>Purchasing Officer:</td>
<td></td>
</tr>
<tr>
<td>Mike Mudd</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>859-257-5409</td>
</tr>
</tbody>
</table>

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 8/09/2019 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/cophome.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, and164.390;
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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<tr>
<th>DELIVERY TIME:</th>
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<tr>
<td>PROPOSAL FIRM THROUGH:</td>
<td>ADDRESS:</td>
<td>Phone/Fax:</td>
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<tr>
<td>PAYMENT TERMS:</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
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<td>SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED</td>
<td>TYPED OR PRINTED NAME:</td>
<td>WEB ADDRESS:</td>
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<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>SIGNATURE:</td>
<td>DATE:</td>
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IMPORTANT: This page is for the University of Kentucky Purchasing Division. It contains a Request for Proposal (RFP) for a project titled Project 2497.0, with a due date of 8/09/2019 at 3 P.M. It includes the requirement for offerors to sign a certification statement confirming their compliance with the University's policies and laws. The proposal must be submitted by the Purchasing Officer Mike Mudd to thePURCHASING DIVISION at 411 S LIMESTONE, ROOM 322 PETERSON SERVICE BLDG., LEXINGTON, KY 40506-0005.
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1.0 DEFINITIONS

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

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

The terms "offer" or "proposal" mean the offeror’s/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

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide a Cooling Tower for the Cooling Plant #1 (CP#1) to replace the existing Tower Tech Towers.

This is for the purchase of one cooling tower and field erection of the tower in place at Cooling Plant #1. In addition, this proposal will provide an option of buying 3 additional towers with field erection (at Cooling Plant #1) over the following 3 years if the funding is available.

In addition, the University intends to issue a separate bid package order to a General Contractor to demolish phase 1 of the existing towers, modify structural steel, install a louver in the existing brick wall, sand blast and paint the new and existing steel, coordinate this work (field erection of the cooling tower) and wire towers when installation of tower is complete at Cooling Plant #1.

The Scope of Services for the Cooling Tower for the Cooling Plant #1 includes the design of the cooling tower to meet the performance listed in Section 7.0, Scope of Services and shall fit in the designated space. Potential Suppliers are responsible to field measure the site to assure fit. All materials shall be made of material that will not decay or rust. Any material exposed to the sun shall be UV inhibited.

The firm whose systems is selected would provide all design and installation assistance services necessary to construct the facilities in accordance with the guidelines, standards and limitations contained in the Request for Proposal and in the Offerors Proposal.

Details of the requirements are attached to this RFP containing the drawings for the Project. These drawings and Attachments are to be considered as included in this scope.

Please refer to the following Attachments for the Scope of Services and are additional requirements for this Project:

Attachment A  General Conditions
Attachment B  Special Conditions
Attachment C  Schedule
Attachment D  Project Drawings

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

It is the intent of the University to award a contract to the qualified Offeror who’s 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.
2.2 **Background Information**

The University of Kentucky CP#1 cooling plant provides chilled water for conditioning of space to the campus chilled water loop. Located at 195 Hospital Drive between University Drive and Veterans Drive on the campus of the University of Kentucky in Lexington, Kentucky.

Refer to the following web sites for additional information:

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>07/18/2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference (Optional)</td>
<td>Not required</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>3 p.m. Eastern Time on 07/26/2019</td>
</tr>
<tr>
<td>Issue Addendum</td>
<td>08/01/2019</td>
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<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 08/09/2019</td>
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<tr>
<td>Offeror Presentations*</td>
<td>Optional</td>
</tr>
<tr>
<td>Contract Award*</td>
<td>Wk. of 08/19/2019</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  
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

There will not be a Pre-Bid Conference for this RFP.

- Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1 Key Event Dates.

The University will prepare written responses to all questions submitted and make them 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. Oral answers given 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. 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 – Quality of Construction
- Criteria 3 – Physical Size
- Criteria 4 – Ease of Maintenance
- Criteria 5 – Financial Offer
- Criteria 6 – Schedule
- Criteria 7 – 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 Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

a) Please provide the contact information and a brief narrative describing the history of your company. Identify the ownership of your company, the primary contact person for the University account.

b) Please provide the Offerors qualifications for performing the work described in this RFP.

c) Describe the Cooling Tower Replacement that is being Offered.

d) Do you have the personnel to support the work required for the services described in this RFP? How many employees are in your company? Please provide the Project Managers' qualifications for performing the work described in this RFP.

e) Provide the number of employees required to perform the work.

f) Also, please provide a statement that the Offeror has the resources available to assure meeting the requirements described in Sections 2.1 and 7.0 of this RFP.

g) Clarify that your offer includes the Document Review and Startup Services described in Section 7.20 and 7.21 of the Request for Proposal.

h) List the procedures for startup and personnel that will be on site to coordinate startup

4.6 Criteria 2 – Quality of Construction

a) Material used for construction. How strong are they, how long will they last, durability to sunlight, deformation, corrosion resistance?

b) Review of assembly and fastening technics.

c) Quality of bearings, gear boxes, motors and other mechanical equipment.

d) Please explain the warranties, both mechanical and performance, that your firm proposes for this application. Explain in detail exactly what is or is not covered in your warranty, including the length of the warranty. Include who is responsible for parts and labor during the warranty
period. Also, indicate how the performance test shall be conducted and what UK’s is responsible for. Explain your remedy in the event the cooling tower does not meet the performance guarantees.

e) Please review the technical specifications and your proposal to assure coverage. Indicate if there are any missing elements that need to be addressed.

4.7 **Criteria 3 – Physical Size**

a) How well will the tower fit in the space, weight of the unit, piping connection, air intakes, access and service platform locations.

b) Do you offer include inspection of the University of Kentucky site to assure that the cooling tower will meet the fit, form, and function of the proposed cooling tower?

4.8 **Criteria 4- Ease of Maintenance**

a) How maintainable is the tower. Service platforms, access doors, cat walks, ladders…

b) Provide information describing routine maintenance procedures and cost, long term maintenance issues, accessibility, longevity of materials, elements of design that increase maintainability, historical data, and service history.

c) List location and capabilities of service personnel, provide a list of parts, warehouse locations, price and availability of the most commonly replaced parts

4.9 **Criteria 5 – Financial Offer**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0.

4.10 **Criteria 6 – Schedule**

a) Provide a schedule showing:
   1. Fabrication time.
   2. Assemble time.
   3. Startup out time.

b) Confirm that your firm can meet the relevant milestone dates listed in Attachments C, Schedule.

4.11 **Criteria 7 – Other Additional Information**

The offeror may present unique or 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 Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

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

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

The relative importance of the criteria is defined below:

**Primary Criteria**
- Offeror Qualifications
- Quality of Construction
- Physical Size
- Ease of Maintenance
- Schedule
- Financial Offer

**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

Please refer to and incorporate within the Offer the Attachments below for this equipment:

Attachment A  General Conditions
Attachment B  Special Conditions
Attachment C  Schedule
Attachment D  Project Drawings

6.1 Bonding

All bids shall be accompanied by 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. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions. Performance and Payment Bonds shall be in favor of The University of Kentucky as the obligee.

6.2 Kentucky Sales and/or Use Tax

Prime Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

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 contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.
6.5 **Additions, Deletions or Contract Changes**

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

In addition to the cooling tower that is part of this RFP, the University may elect to purchase three (3) additional towers with field erection (at Cooling Plant #1) over the following 3 years if the funding is available.

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**

Please refer to Attachment A, General Conditions 5.

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 A, General Conditions.

6.11 **Termination for Non-Performance**

Please refer to Attachment A, General Conditions.

6.12 **Funding Out**

Not applicable.

6.13 **Prime Contractor Responsibility**

Please refer to Attachment A, General Conditions

6.14 **Assignment and Subcontracting**

Please refer to Attachment A, General Conditions

6.15 **Permits, Licenses, Taxes**

Please refer to Attachment A, General Conditions

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**

Please refer to Attachment A, General Conditions

6.18 **Indemnification**

Please refer to Attachment A, General Conditions

6.19 **Insurance**

Please refer to Attachment A, General Conditions and Special Conditions, Article 41, Insurance
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**

Please refer to Attachment A, General Conditions

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](http://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**

Not Applicable

6.29 **Printing Statutes**

Not Applicable
6.30 Requirement For Contactor Rebate
Not Applicable. Please refer to Attachment A, General Conditions

6.31 Payment Terms
Not Applicable. Please refer to Attachment A, General Conditions
7.0 **SCOPE OF SERVICES**

7.1 **Detailed Services Defined**

Below is the basis of design from Precision Cooling Towers. Other manufactures and other construction methods are allowed and will be evaluated. This is intended to set the level of quality and materials that are expected.

**Base bid** will be for providing and installing one 3 cell tower as described below.

**Fiberglass Counterflow Cooling Tower**

Design a three (3) cell fiberglass Induced draft counter flow cooling tower for the following design conditions:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Flow to Tower</td>
<td>13,500 GPM</td>
</tr>
<tr>
<td>Hot Water Temperature</td>
<td>95 °F</td>
</tr>
<tr>
<td>Cold Water Temperature</td>
<td>85 °F</td>
</tr>
<tr>
<td>Wet Bulb Temperature</td>
<td>78 °F</td>
</tr>
</tbody>
</table>

The tower shall fit the maximum available footprint of 24’ x 68’ and be installed utilizing the existing steel grillage. The tower shall be installed on a new 12 Ga., 316 Stainless steel basin complete with (3) depressed sumps. Sumps shall be designed to miss existing structural members (see drawings).

Cooling Tower Contractor to furnish:

- **Engineering**
  - Engineering design of the structure, basin column layout and load requirements
  - General arrangement and component installation drawings

- **Materials**
  - 316 Stainless steel cold water basin with depressed sump outlets
  - FRP Fire Retardant structure
  - FRP Fire Retardant non-skid fan deck
  - Air Inlet louvers to minimize footprint
  - PVC 15 Mil (after forming) fill packs
  - PVC cellular drift eliminators
  - FRP/PVC water distribution system
  - Hot-dip galvanized mechanical equipment supports
  - Premium efficiency, inverter duty motors (frequency drives will be provided under another project for motors)
  - Double reduction, right angle gearboxes
  - Series 300 Stainless steel anchor bolts & brackets
  - Fiberglass fan assemblies
  - Composite drive shafts
  - Vibration limit switches
  - FRP velocity recovery fan stacks with access doors
  - Fire Retardant casing & louvers
  - Series 300 Stainless steel Connection Hardware
FRP Fire Retardant stair tower with grated steps/landings and 300 Series Stainless steel hardware
- FRP Fire Retardant ladder with safety cage
- FRP stairs
- Internal Access - Fan deck hatch (one per cell) with FRP ladder to fill/distribution area

- Freight and Handling to the jobsite
- Equipment for offloading and erecting
- Labor to Install

7.1.1 Installation

1. The cooling tower manufacturer shall be responsible installation of the tower on the structural base steel (installed by others). Calculations for the sizing of the structural members shall be submitted with the shop drawings for review by the design teams Structural Engineer.

2. Installation of the tower will be by this contractor under the supervision and coordination of another contractor, who will install the structural steel, piping and electrical for the project.

7.1.2 ENGINEERING

The Contractor must submit drawings and calculations, stamped by a professional engineer, registered in the State of KY to owner. Owner must approve all drawings in writing prior to the fabrication and installation of any equipment. The Contractor, not owner, is solely responsible for the verification and integrity of all engineering calculations. It will be the responsibility of the Contractor to determine the level of reinforcement required to the main structure as required for support tower. The Universities design team will evaluate the main structural steel capacity and its integrity.

7.1.3 TRAINING

The Contractor at its own expense will provide designated employees operator and maintenance training. Training will be performed at the site by a qualified technician and occur either during the time of the installation of the Equipment or immediately thereafter. The training shall cover the operation, routine maintenance and troubleshooting of the towers. At the time of training, the Contractor will supply the Owner with four (4) complete sets of operator’s manuals including wiring diagrams to cover all the aspects of the training.

7.1.4 WARRANTY

Contractor to Provide Warranty Information. Minimum 1 Year parts and Labor. During this time the system shall be free of defects and deficiencies and conform to the drawings and specifications to the quality, function, and characteristics. Contractor will repair or replace defects that occur in labor or materials within the Warranty Period. Time shall start at substantial completion and startup of the tower.
7.2 Optional Services

The owner wants alternate pricing for purchase of 3 additional 3 cell towers to be purchased, one per year following the purchase of the base bid. The offeror may include, and escalation rate tied to some measurable rate if desired (i.e. cost of fiberglas, inflation rate, ...) and guarantee that the rate will remain viable for this period of time.
8.0 **FINANCIAL OFFER SUMMARY**

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

8.0 **BASE OFFER INCLUDING INSTALLATION OF ONE (1) THREE CELL TOWER**

Offerors are to provide a fixed price for the equipment listed within Section 7.0

$________

Options to Specifications (itemized list attached)  YES_____ NO____

$________

$________

$________

Spare Parts (itemized list attached)  YES_____ NO____

8.1 **ALTERNATE PRICING**

Please provide alternate pricing for purchase of 3 additional 3 cell towers to be purchased, one per year following the purchase of the base bid. The offeror may include, and escalation rate tied to some measurable rate if desired (i.e. cost of fiberglass, inflation rate, …) and guarantee that the rate will remain viable for this period of time.

a) Additional tower/install price (year 1)  $________

Escalation Rate: ________________________________

b) Additional tower/install price (year 2)  $________

Escalation Rate: ________________________________

c) Additional tower/install price (year 3)  $________

Escalation Rate: ________________________________
8.2 EQUIPMENT DELIVERY

Freight included in Price

Freight included in Price

Freight included in Price

Freight estimate

Freight estimate

Freight estimate

Method of Shipment

Method of Shipment

Method of Shipment

Freight included in Price

Freight estimate

Method of Shipment

Transportation will take approximately _______________ Days

Transportation will take approximately _______________ Days

Transportation will take approximately _______________ Days

Shipment date after receipt of order

Shipment date after receipt of order

Shipment date after receipt of order

Shipment date after receipt of order

Shipment date after receipt of order

Shipment date after receipt of order

Shipment date after receipt of order

8.3 DRAWING DELIVERY

Approval Drawings to be submitted ________ # of weeks after order.

Approval Drawings to be submitted ________ # of weeks after order.

Approval Drawings to be submitted ________ # of weeks after order.

“AS Built” Drawings to be submitted ________ # of weeks after construction completion.

“AS Built” Drawings to be submitted ________ # of weeks after construction completion.

“AS Built” Drawings to be submitted ________ # of weeks after construction completion.

Proposal includes price for six (6) sets of Maintenance, Operating and Instruction Manuals.

Proposal includes price for six (6) sets of Maintenance, Operating and Instruction Manuals.

Proposal includes price for six (6) sets of Maintenance, Operating and Instruction Manuals.

YES______ NO_____

YES______ NO_____

YES______ NO_____

8.4 SERVICE RATES

Time and Material Rate Sheet Attached

Time and Material Rate Sheet Attached

Time and Material Rate Sheet Attached

YES______ NO_____

YES______ NO_____

YES______ NO_____

(Please include the following:

(Please include the following:

(Please include the following:

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

No. of Start-up days included in the Base Offer

No. of Start-up days included in the Base Offer

No. of Start-up days included in the Base Offer

No. of Start-up days included in the Base Offer

No. of Start-up days included in the Base Offer

No. of Start-up days included in the Base Offer

No. of Training days included in the Base Offer

No. of Training days included in the Base Offer

No. of Training days included in the Base Offer

No. of Training days included in the Base Offer

No. of Training days included in the Base Offer

No. of Training days included in the Base Offer

No. of Start-up days recommended

No. of Start-up days recommended

No. of Start-up days recommended

No. of Start-up days recommended

No. of Start-up days recommended

No. of Start-up days recommended

No. of Training days recommended

No. of Training days recommended

No. of Training days recommended

No. of Training days recommended

No. of Training days recommended

No. of Training days recommended

Training Cost per day

Training Cost per day

Training Cost per day

Training Cost per day

Training Cost per day

Training Cost per day

Preventative Maintenance services

Preventative Maintenance services

Preventative Maintenance services

Preventative Maintenance services

Preventative Maintenance services

Preventative Maintenance services

for one year

for one year

for one year

for one year

for one year

for one year

$________

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