

**Request for Proposals to Provide:
Construction Testing and Inspection Services**

New Residence Hall

**Northern Kentucky University
RFP # NKU-30-20**

Construction Testing and Inspection Services



**Issue Date: March 24, 2020
Due Date: April 14, 2020 at 2 PM**

RFP Summary Sheet

**Northern Kentucky University
Highland Heights, Kentucky
RFP # NKU-30-20**

Professional Services: Construction Testing and Inspection Services

Project Name and Location: New Residence Hall
Northern Kentucky University
Highland Heights, Kentucky 41099

Project Budget: \$21M (construction scope)

Response Deadline (Proposals Due): April 14, 2020 2:00pm

For project-specific or general procurement information, ONLY contact the Northern Kentucky University Procurement Officer listed below:

Holly Vasquez
Northern Kentucky University
(859) 572-5171
vasquezh1@nku.edu

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- ATTACHMENT "A" – PROJECT SCHEDULE
- ATTACHMENT "B" – GEOTECHNICAL REPORT
- ATTACHMENT "C" – BID DRAWINGS
- ATTACHMENT "D" – BID SPECIFICATIONS
- ATTACHMENT "E" – SCHEDULE OF SPECIAL INSPECTIONS SERVICES as Submitted to KY Department of Housing, Buildings and Construction with Building Permit Application

1.0 **DEFINITIONS**

The term "addenda" means written or graphic instructions issued by Northern Kentucky University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

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

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" or "Proposer" or "Respondent" means the entity or Testing and inspections Team submitting a proposal in response to this RFP.

The term "Construction Manager" or "Construction Manager at Risk" (CM) means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project at a contracted guaranteed maximum price as the general contractor, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The CM shall execute and hold all construction Trade Contracts and Purchase Orders for the Project.

The term "Contractor" means any entity holding Trade Contracts and Purchase Orders for the Project.

The term "Purchasing Agency" or "Owner" means Northern Kentucky University, Nunn Drive, Highland Heights, Kentucky 41099

The term "Purchasing Official" or "Purchasing Officer" means the contracting representative appointed by the university.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

2.0 **GENERAL OVERVIEW**

2.1 **Intent and Scope**

Project Background:

Northern Kentucky University (Owner) requests written proposals and qualifications for **Construction Testing & Inspection Services** on the new **Residence Hall** project. This project will be constructed on parking lot F and will contain 297 beds. Moody Nolan Architects in conjunction with Lord Aeck Sargeant Architects has designed the building. Messer Construction is the construction manager. Bids were received on February 26, 2020. Construction will begin in April 2020.

2.2 **Project Description & Schedule**

The overall project scope includes:

- Suite style housing units for 297 students.

- Each suite houses four students and includes a shower room; a toilet room with a sink; and a sink area outside the toilet room.
- A resident director's apartment.
- Commons/gathering space on the first floor of the east wing that includes a community kitchen and laundry room.

The 77,220 square foot building will have a geothermal system and a metal frame structural system using Epicore floor decking system.

The project has been bid and contract award is in process. Construction will begin in April and testing services personnel will be needed on site perhaps as early as the first week of May. The schedule is attached.

2.3 **Design Team**

The Design Team consists of the following firms:

Moody Nolan	Architect of Record
Lord Aeck Sargent	Design Architect
CMTA Inc.	MEP Engineering
THP Limited Inc.	Structural Engineering
Kleingers	Civil Engineering
J&A	Technology & Security
Geotechnology	Geotechnology & Survey
Vivian Llambi & Associates	Landscape Architect

3.0 **PROPOSAL REQUIREMENTS**

3.1 **Key Event Dates**

Release of RFP	March 24, 2020
Pre-Proposal Conference	N/A
Deadline for Written Questions	April 2, 2020
Final Date for issuance of Addenda	April 6, 2020
RFP Proposals Due Date	April 14, 2020 2:00pm
Need for Testing Services on Site	Estimated to begin May 4, 2020

3.2 **Offeror Communication**

Each Offeror is encouraged to register on NKU's Planroom:
<https://www.nkuplanroom.com/purchasing/View/Login.aspx>

Restrictions on Communications: Offerors shall not communicate about the subject of this RFP with any University employee. Communication is strongly discouraged with any member of the project design team as well. A violation could result in rejection of Offeror's proposal.

3.3 **Pre-Proposal Conference**

A pre-proposal conference will not be held.

3.4 **Offeror Presentations**

In-person interviews will **NOT** be conducted for this RFP solicitation unless deemed necessary by the selection committee during their initial review and evaluation.

3.5 **Preparation of Offers**

Offeror and offer signer is expected to:

- Follow all specifications, terms, conditions, and instructions in this Request for Proposals.
- Sign and complete the proposal cover sheet and include in proposal response.
- The person signing the offer must initial erasures or other changes.
- Certify the proposal is in all respects fair and in good faith and without collusion or fraud.

3.6 Proposed Deviations from the Request for Proposal

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 outlined in the Transmittal Letter. If accepted by the Owner, the deviations shall become part of the contract.

3.7 Addenda

Any addenda issued by the University 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. No addendum will be issued less than 7 days prior to proposal due date without providing an extension to the due date.

3.8 Offeror Response and Proprietary Information

Any submitted proposal shall remain a valid proposal for 90 calendar days after the proposal due date. Northern Kentucky University shall have the right to use all systems or ideas or adaptations of those systems or ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.9 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 not provide reimbursement for such costs in any amount.

3.10 Disposition of Proposals

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

3.11 Confidentiality

In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived there from remain confidential until a contract is awarded or all proposals are rejected.

3.12 Alternate Proposals

Offerors who wish to do so may submit alternate proposals. If more than one proposal is submitted, each proposal must be complete and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merit.

3.13 Questions

All questions should be submitted in writing to Holly Vasquez, NKU Procurement Services, no later than the deadline specified herein. See page 2.

3.14 Section Titles in the RFP

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

3.15 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.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal & Qualification Submittal Information and Criteria

The following section specifies the items to be addressed in your proposal. Please prepare your submission carefully to facilitate the university's review of your proposal.

Proposals are to be prepared and submitted electronically in pdf format. Text type size shall be a minimum of 10 point font. Index the Proposal. Cover graphics are at the respondent's discretion. All text and exhibits should be succinct and relevant to RFP requirements. In addition, provide ONE unbound hard copy as noted below in section 4.6.

Proposals shall be organized into sections as outlined below:

- A. Signed Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Form
- B. Transmittal Letter
- C. Executive Summary and Proposal Overview
- D. Qualifications and Services Defined
- E. Proposed Project Cost and Fee Structure
- F. References (list a maximum of 5)
- G. Signed Certifications and Affidavits
- H. Other Additional Information, as necessary (five page maximum)

4.2 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. The signer shall certify the proposal is made without collusion with any other person, persons, company or parties submitting a proposal and is in all respects fair and in good faith without collusion or fraud. It shall include:

- a) A statement referencing all addenda 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.
- b) A statement that the Offeror's proposal shall remain valid for three (3) months after the closing date of the receipt of the proposals.
- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations or interviews (if necessary/required).
- d) Confirm that Offeror has the ability to complete all testing independent of the project's contractors.
- e) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

4.3 Executive Summary/Proposal Overview

The Executive Summary/Proposal Overview shall highlight the contents of the technical proposal so as to provide the Selection Committee with a broad understanding of the entire proposal. Provide a brief firm profile indicating location, years in business, and firm's expertise in testing and inspection services.

4.4 Offeror Qualifications & Services Defined

A. Provide a summary list of only those individuals who will actually be assigned to this project. Do NOT include other staff or upper management. Provide resumes which include the educational qualifications of the **actual team** proposed (degrees, professional licenses, certifications, etc.).

B. In this section, demonstrate the Offeror's ability to expertly perform construction testing and inspection services.

C. Include a detailed outline of firm's approach to testing and inspections for this project, including scheduling; and, preparation of, and timing for, turnaround of field reports.

D. Provide evidence of completion of testing and inspection work on relevant similar projects, including work completed at NKU and/or on other higher education campuses, and include reference to firm's experience with control systems installed by Schneider Electric/TAC. Include **only** projects completed by the **actual team** that will perform the work for this project.

4.6 Proposed Project Cost & Fee Structure

Provide anticipated fee information broken down and itemized for each expected phase of testing and inspection services. An overall fee total shall then be provided as a bottom line, lump sum fee.

4.6 Proposal Submission Deadline

Prior to the time and date the RFP Response is due, the Offeror shall submit their complete RFP response via EMAIL to:

Holly Vasquez
vasquezh1@nku.edu
Manager, Procurement Services
617 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

AND to:

Ryan Straus
strausr2@nku.edu
Coordinator, Procurement Services
617 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

Bearing respondent's name and address, and clearly marked as follows:

RFP NKU-30-20
Construction Testing and Inspection Services
New Residence Hall

ALSO, send via **US Mail** one unbound ORIGINAL of its proposal in a sealed package, postmarked on or before the DUE date of the RFP, addressed to Holly Vasquez as noted above.

Note: Proposals received after the closing date and time will not be considered. In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

4.7 RFP Evaluation Criteria:

The NKU selection committee will review and evaluate all proposals based on the following, weighted criteria:

- Company's Approach to Construction Testing & Special Inspections 20 pts
- Specific Project Team Experience with Similar Projects 20 pts
- Specific Project Team Experience & Qualifications 20 pts
- Proposed Fees & Fee Structure 35 pts
- Company Location Relative to Project 5 pts

The Selection Committee will select the highest evaluated firm. The University will negotiate with that Respondent to finalize a contract. Respondents are encouraged to clearly define what is included and what would be considered additional costs when listing proposed fees and fee structure.

5.0 Scope of Work for Construction Testing and Inspection Services:

5.1 Testing and Inspection Objectives and Requirements:

The project's testing and inspection services shall provide documented confirmation that construction methods performed and the construction materials used for this project fulfill the functional and performance requirements as required by code, by best practice, and standards of the University, as described in the contract documents.

Responders shall appoint a company representative who shall coordinate all contractual requirements resulting from the award of this proposal. The appointed representative shall ensure testing and inspection services are duly planned and managed by the Offeror in such a way as to avoid any type of delay in the construction workflow.

5.2 Project Organization & Responsibilities:

Construction Manager

Messer Construction Company is the Construction Manager for the new Residence Hall and will integrate and enforce jobsite safety. The Construction Manager will be responsible for scheduling and will notify the Testing & Inspection Firm when specific tests/inspections are anticipated. The Construction Manager is also responsible for addressing and resolving non-conforming test results.

Testing & Inspection Firm

The Testing & Inspection Firm will be responsible for communicating non-conforming test results; for training their personnel on requirements, procedures, and testing activities; for ensuring testing facilities conform to project requirements; and for ensuring test data are accurately reported and maintained for the preparation of their reports.

5.3 Scope of Work:

Furnish all labor, technical and professional services, supervision, materials, supplies, equipment and facilities necessary to perform the various construction testing and inspection services in accordance with the contract drawings, specifications, and/or special provisions contained herein.

Written reports summarizing the results for each test and inspection performed shall be emailed in pdf format to the Construction Manager, Architect, and the University within 24 hours of site visit. When a test or inspection fails to meet the requirements of the contract documents, the testing/inspection firm shall expedite the delivery of this particular report to the Construction Manager, the Architect, and the University to allow for prompt resolution.

Submit a final certificate attesting to the satisfactory completion of the work inspected and tested at the completion of each trade or branch of work requiring inspecting and testing,

All Respondents shall determine all testing & inspections required by reviewing project drawings and specifications. In addition, Respondents will find in **Attachment "E"**, the *Schedule of Special Inspections Services* as included with the building permit application submitted to the Kentucky Department of Housing, Buildings and Construction. **Attachment "E"** may or may not be comprehensive.

Testing and Inspection Services are expected to include (but are not limited to):

- Personnel and Laboratories utilized for oversight, testing, and inspections shall possess all necessary certifications, training, or accreditations required by ASTM, ACI, ANSI/AISC, ANSI/AWS, and other organizations to perform the Testing and Inspections as required for a complete service.
- Monitor compliance with the project geotechnical report, which was prepared by Geotechnology **and is included as Attachment "B"**.

- Include observations, testing and inspections as outlined in the Schedule of Special Inspections Services **and is included as Attachment “E”**.
- Test soil compaction, moisture content analysis, and moisture density determination, etc. during earthwork operations, cut and fill operations, utility trenches, amended soils, agricultural test for topsoil
- ~~Test infiltration at rain gardens~~ N/A
- Verify actual bearing capacity at the bottom of drilled pier shafts
- Verify each drilled shaft is free of debris and water
- Witness proof-rolling of subgrade(s) where required
- Review material and laboratory certificates of compliance
- Review all approved shop drawings for accurate placement and compliance with the project documents.
- Review all reinforcing steel and confirm; placement bar diameters, placement, quantities, and supports are in compliance.
- Field and laboratory testing/inspection of cast-in-place concrete
 - Always determine the mass of concrete specimens before capping.
- ~~Visit and inspect pre-cast concrete plants~~ N/A
- Field and laboratory testing/inspection of masonry, bond beams, and masonry reinforcing
- Field inspection of cementitious and intumescent fireproofing
- Field inspection of fire stopping materials and placement
- Field inspection of:
 - Waterproofing
 - Dampproofing
 - Vapor Retarders
 - Fluid Applied Membrane Vapor Barriers
- Review and verify quality control procedures of all fabricators
- ~~Smoke evacuation system~~ N/A
- Roofing – Drain dam testing
- Perform all asphalt paving testing and inspections to assure compliance with Section 32 12 16
- Special Inspections. A professional engineer employed by the testing and inspection firm shall coordinate the completion of the necessary special inspection paperwork by all appropriate design professionals. The testing & inspection firm shall obtain and maintain all documentation necessary for the completion of the special inspection forms. In addition, the testing & inspection firm is responsible for properly informing the design professionals of record on the general progression of the work and alerting them of any discrepancies.
- Structural Steel
 - The Offeror shall provide shop and field verification inspection services in accordance with referenced standards. The CM shall schedule and coordinate inspections.
 - The Owner will pay cost of initial inspection.
 - Material that fails inspection shall be corrected by Contractor and re-inspected until satisfactory results are achieved.
 - The Contractor shall pay costs incurred by Owner’s inspection agency, architect, and/or engineer for re-inspection of corrections made because of failed initial tests.
 - Inspection may be performed in shop or field.
 - Contractor shall perform all necessary preparatory work for inspection such as cleaning, marking and removal of back up bars, if needed, without additional costs.
 - Acceptance criteria used for the inspection of welds shall be as specified in AWS D1.1.
 - Inspections do not relieve Contractor of responsibility for contract compliance. The Offeror, as Owner’s representative, shall have the right to inspect or test work and reject faulty materials of workmanship at any time before final acceptance.

- General:
 - Review Contractor's quality control program.
 - Verify welder's certifications.
 - Provide required verification inspections.
- Penetration welds: All (100%) complete and partial penetration welds shall be visually inspected. Twenty percent (20%) of complete penetration welds shall be inspected ultrasonically for the entire length of weld. Columns, beams and plate material perpendicular in connections with penetration welds will be checked for lamellar tears. Further inspection may be required if unacceptable welds or material are found. Contractor shall pay cost of such additional inspection. Rejection of any portion of a weld shall require re-inspection of 100% of that weld after repair.
- Fillet welds: Twenty percent (20%) of the field-placed fillet welds shall be visually inspected. Five percent (5%) of shop-placed welds shall be visually inspected to verify fabrication quality control. Inspector is to verify placement of welds per reviewed shop drawings, as well as proper size and quality of weld.
- Shear studs: At start of shear stud installation, observe construction installation and the Contractor's quality control, specified in AWS D1.1, (requirements for stud welding) and perform the following additional requirements:
 - 100% of the first 100 studs and 50% of the next 200 studs installed shall be bend tested to a 15 degree angle. If more than 4 studs fail, installation shall cease until installation procedures have been adjusted to achieve satisfactory results, and Contractor shall bend test all studs installed to date.
 - For balance of job, bend tests at least 10% of all field applied shear studs. A failure rate of not more than 2% of studs tested will be acceptable.
 - Contractor shall correct failed stud installations.
 - Check stud installation using the contract drawings and reviewed shop drawings to verify quantity and location of studs.
 - If operators or equipment are changed or the deck becomes wet, testing shall revert to that at the beginning of the project.
- High strength bolted connections:
 - Observe Contractor's testing and installation techniques meet manufacturer requirements.
 - Visually inspect all bolted connections for bolt size, quantity, type, and tension. Inspection shall also confirm that bolts' threads are not in the shear plane where required.
 - Two bolts per thousand of each type shall be removed from ongoing field bolting operations and checked for proper tension when installed per manufacturer's instructions. Condition of bolts tested shall match field conditions.
 - One bolt per two thousands of each type shall be randomly tested for material requirements of ASTM A325 or A490; including, but not limited to, chemical composition, hardness, dimension, and tensile strength.
- Mechanical and adhesive anchors: Verify installer certification. As work progresses, observe installation for conformance with manufacturer's recommendations and witness Contractor's proof testing.
- Remedies: Defective material shall be removed and replaced by the Contractor unless corrective procedures are permitted by the engineer. Corrections shall be tested at Contractor's expense until satisfactory results are achieved.

- Concrete Testing Per Section 03 30 00
 - The testing agency shall provide curing boxes per ASTM C31. This includes any hot or cold weather additives such as ice for an inclusive testing system. The CM shall provide electric and a “safe” location for cylinders to be stored.
 - All supported deck pours and foundation poured at CMU shaft walls shall include (1) additional cylinder that shall be broke 3 days after placement, or as directed.
 - Per all floor flatness and floor levelness testing (FF’s & FL’s)
 - Document all concrete curing
- Steel Joists
 - Review Contractor’s inspections and verify the installed joist work.
- Metal Deck
 - Review Contractor’s inspections and verify the installed deck work.
 - Section 1705.2.2 Cold-Formed Steel Deck per the Schedule of Special Inspections Services are included.
- Drilled Piers
 - Field Quality Control
 - Drilled piers shall be installed under the full time monitoring of the Geotechnical Engineer’s Representative.
 - Obtain and test cylinders, perform slump tests, and ensure compliance with Specifications. Contractor is required to arrange for all testing. Also refer to Section 033000 - Cast-in-Place Concrete.
 - Take one set of four 6 by 12 in. cylinders or one set of five 4 by 8 in. cylinders for each 150 cubic yards of concrete, or fraction thereof, placed in any one day. One cylinder will be tested in compression at 7 days and two 6 by 12 in. cylinders or three 4 by 8 in. cylinders will be tested at 28 days in accordance with ASTM C 39. One cylinder will be kept in reserve for additional testing if required.
 - Take core samples of in-place concrete when inspections or test results are such that there is reasonable doubt about the quality of concrete, or specified concrete strengths have not been attained.
 - Continuous coring of drilled piers may be required, at Drilled Pier Contractor’s expense, where time of removal of temporary casings exceeds specified limits, or where observations of placement operations indicates cause for suspicion of quality of concrete, presence of voids, segregation or other possible defects.
 - Defective piers shall be corrected by the addition of piers and/or cap beams by the Contractor at no additional cost to the Owner.
- Drilled Mini Piles **This section is N/A**
 - ~~○ Provide full time inspection during installation of piling work and supervise all pile tests as indicated herein.~~
 - ~~○ Grout mix shall be tested by the Testing Laboratory at the Owner’s expense by making one set of 2” cubes for each day during which piles are placed. A set of cubes shall consist of 6 cubes. Two cubes shall be tested at 7 days, 2 cubes to be tested at 28 days, and two cubes held for possible future testing. Test per ASTM C 109. Report test results in writing to the Engineer, Owner, and Contractor.~~

Work Not Included:

The following work items will be controlled by the Construction Manager and are not in the Offeror’s scope of work when responding to this RFP:

- Construction work:
 - Engineering Control and Layout
 - Concrete Cure Boxes per ASTM C31. The project will provide electric and a safe location for which cylinders can be placed.
 - Installation of materials and equipment as indicated in the project documents
 - Corrective work due to failed inspections
 - Mechanical, Electrical, Plumbing, and Fire Protection; testing/balancing and commissioning

- Landscaping and Irrigation
- Specialty Finishes
- Preparation of Radiological Work Permits
- Surveying
- Mechanical systems and piping (including line plugging) testing
- Electrical systems tests
- Radiological or chemical contamination tests
- Review, audits or corrective actions regarding Construction Manager's document control, engineering procedures or design control processes.

6.0 SUPPLEMENTAL CONDITIONS

6.1 Compliance with State Laws

Any contract resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41CFR, Part 60). The successful firm will be required to provide certificates of insurance showing proof of general, vehicle liability and Worker's Compensation insurance.

6.2 Competitive Negotiation

It is the intent of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085. The Owner will review all proposals properly submitted. However, the Owner reserves the right to request necessary amendments, 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.

The Owner 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.

6.3 Appearance before Committee (if necessary)

Any, all or no Offerors may be requested to appear before the Selection Committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.4 Acceptance or Rejection and Award of Proposal

Northern Kentucky University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

6.5 Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work. The Testing and Inspections Team shall fully cooperate with such other Consultants, Contractors and/or University employees and carefully fit their work to such additional work. The Testing and Inspections Team shall not commit or permit any act, which will interfere with the performance of work by any other Contractor(s) or by University employees.

6.6 **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 his authorized representative, provided his identity is made known and he 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.

6.7 **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 Request for Proposal.
- An offer imposing 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 Owner's Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Proposals received after the closing date and time specified in the RFP.

6.8 **Responsibility**

Any contract that may result from this RFP shall specify that the selected testing and inspection firm is solely responsible for fulfillment of the contract with the university.

6.9 **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 and to the extent that the Owner prevails, the Testing and inspections Team agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

6.10 **Patents, Copyrights and Trademark**

Except as specified by the Contract Documents, the Testing and inspections Team shall protect Northern Kentucky University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

6.11 **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 contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.