

REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL:	RP-171-20
DATE ISSUED:	06/12/2020
TITLE:	Cardinal Stadium Improvements
CONTRACT ADMINISTRATOR NAME:	NEIL DAVIS
EMAIL CONTACT:	NEIL.DAVIS@LOUISVILLE.EDU
METHOD OF AWARD:	COMPETITIVE NEGOTIATION

The University of Louisville's – Department of Procurement Services will receive sealed Proposals at the address listed herein until the time and date shown below.

RETURN ADDRESS:

Deliver By U.S. Mail:

Department of Procurement Services
University of Louisville
Louisville, KY 40292

Delivery by Courier or Overnight Carrier:

University of Louisville
Department of Procurement Services
2215 S. Brook Street
Louisville, KY 40208

PROPOSALS MUST BE RECEIVED NO LATER THAN: 07/02/20 @ 2:00 PM

Proposals will not be opened and read publicly. Proposals and any subsequent negotiations shall be held confidential until a final contract agreement is awarded, at which time the file shall be made a matter of public record and may be reviewed by any requesting party.

AUTHENTICATION OF PROPOSAL 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:

- That I am the Offeror (if the Offeror is an individual), a partner in the Offeror (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):
- That the attached Request for Proposal covering University of Louisville's - Department of Procurement Services, **RP-171-20** have been arrived at by the Offeror independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition:
- That the contents of the proposal(s) have not been communicated by the Offeror or its employees or agents to any persons not an employee or agent of the Offeror or its surety; on any bond furnished with the proposal(s) and will not be communicated to any such person prior to the official proposal(s):
- That the Offeror is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.325, 45A.330 to 45A.340, 45A.990 and 164.821(7).
- Offeror and its affiliates are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 to the extent required by Kentucky law: and will remain registered for the duration of any contract awarded. Furthermore, Offeror is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

- Any agreement of 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 bidding, or otherwise, is prohibited.
- Any firm/person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000) not more than ten thousand dollars (\$10,000), or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment.

Name of Company:		Date:
Address:		Phone:
City:	State:	Zip:
Payment Terms:	This offer is valid for _____ calendar days from the date this proposal is received	E-Mail Address:
Shipping Terms: FOB Destination, Freight Prepaid and Added to Invoice	Print Name:	Web Address:
Federal Employer ID:	Signature:	

VENDOR IS TO COMPLETE THIS COVER SHEET AND SUBMIT IT, IN ITS ENTIRETY, WITH PROPOSAL

NO BID RESPONSE

RP Number: RP-171-20

Please be advised that our company does not wish to submit a proposal in response to the above-mentioned proposal for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large or small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

Company Name	Name
Street Address	Authorized Signature and Date
City, State, Zip	Title

Please return to:	University of Louisville Department of Procurement Services Service Complex Bldg Louisville, KY 40292
-------------------	--

UNIVERSITY OF LOUISVILLE

Cardinal Stadium Gates, Parking Lot + East Concourse Improvements

BACKGROUND INFORMATION

On behalf of the University of Louisville Athletics Association (ULAA), the Procurement Services Department will accept proposals from qualified Contractors for the design / build and construction to the Cardinal Stadium Entry Gates as it relates to Gates 2/2A, 3 & 5, the demolition of the Gate 2 store and ticket office and the expansion of the main east concourse inside the stadium and modifications to parking lot spaces in the Planet Fitness Purple Lots.

Cardinal Football Stadium Potential Projects:

1. Gates 2 & 2A (East) reconfiguration and creation of ticket office in North tower
2. Relocation and creation of ADA (Americans with Disabilities Act) and RV (Recreational Vehicle) parking spaces in Purple lots
3. East concourse expansion between Gridlines 124 and 136
4. Gate 3 (Southeast) reconfiguration
5. Gate 5 (Southwest) reconfiguration

The awarded Contractor shall be experienced and capable of providing all of, but not limited to, the following: all required purchases, installation labor, engineering, structural design, permitting, installation materials, tools, transportation, handling, supervision, and related services to successfully execute and complete the Scope of Work identified within this RFP (Request for Proposal) document. All work shall be coordinated with a designated staff member of University of Louisville (UofL) during installation.

UofL is looking to update these areas to provide a safer atmosphere for patrons attending events at Cardinal Stadium. With this in mind, the University is seeking Contractors to work with UofL to design, create, and fulfill all areas listed in the scope of work for a complete and quality installation regardless of whether or not the Work is fully identified in the Document Package or this RFP. This design will include the demolition of the building located between Gates 2 & 2A. The creation of a temporary ticket office in the NE tower, the expansion of fencing between gates 2 & 2A. The expansion of the main east concourse and relocation of ADA ramps, the expanded fence lines and gate entries along with expanded concrete sidewalks as they lead up to gates 3 & 5 on the south end of Cardinal Stadium and the relocation of ADA parking spots in Purple lot A, removal of parking spaces in Purple A & B and new Recreational Vehicle (RV) spaces added in Purple Lot B.

Schedule for work: All awarded work is expected to begin once any required permits are acquired. UofL will work with contractors to provide access to the facility during work hours. Substantial completion of work is August 25, 2020.

On Aug 25th, entries, offices, parking spaces must all be safe and be able to be used or occupied so that spaces can be used for the first home football game on Sept 2, 2020. Temporary construction fencing must be supplied by awarded contractor to secure stadium from the beginning until the end of the project. Contractor may be required to supply staff to assist with opening and closing/securing the stadium on event days until finished gates are installed and functional. Project must be completed by Oct 1, 2020.

Staffing: Contractors bidding these projects should supply a list of staff that will be working on these projects if awarded. Please provide information on their experiences with working on similar projects and what responsibilities they will have as it relates to completing the work as outlined below.

Scope of Work

The University of Louisville Athletic Department is seeking contractors to provide design and construction services to update several areas at Cardinal Stadium. Bidders should make sure to include in their list of subcontractors: electrical, miscellaneous metal, concrete, carpentry, architectural, along with any additional contractors needed to complete the project.

Project 1 Gates 2 & 2A (East) Reconfiguration Tasks:

- Demolition
 - Remove east team store/ ticket office building
 - Relocate any existing electrical panels and data equipment to adjacent space to the tower north of the existing ticket office.
 - Shut off and cap plumbing lines
- Construction
 - Install new wrought iron fencing and gates per new design at each gate. Brick and brick design should match existing stadium brick work onsite.
 - Install underground conduit for pulling of wire for future power, data, and sound needs at each gate

Scope for project #1 includes the demolition of the building located between Gates 2 & 2A on the east side of Cardinal Stadium. The university requires that the existing HVAC units be carefully removed and turned over to the university physical plant for future use in other areas. Area where building stands will need to be replaced with asphalt once facility is gone.

The existing electrical and data services to the building will be extended and relocated to the NE tower structure to the north of the existing building. Any existing Wi-Fi, security cameras and ticketing antennas that are connected through the ticket office data closet will need to be reconnected and tested once cabling has been re-routed by awarded contractor.

The stadium perimeter fencing and new gate entries will be added to secure the facility 365 days a year and allow for additional guest entry points for events at Cardinal Stadium. Gates should mimic the look of existing gates on site. The plaza area in front of the east side of the stadium will be expanded to include the drive aisle between Bronze lots F & G for large event entry lines. Four (4) 5,000 lb concrete barriers with fork pockets will be supplied by the awarded contractor to athletics in order to close the drive lane on an event by event basis. Existing curbs that are part of the plaza transition from the drive lane to the stadium entries will need to be removed and ADA curb ramps with ADA warning pads installed.

The room in which the electrical panel and data equipment is being relocated will need to be made into a short term ticket office. A wall with 4 ticket windows will need to be installed inside the existing overhead door.

This wall will need to be weather tight when the overhead door is open on event days. A counter will be required on both the inside and outside of the windows for transactions to occur. Both electrical circuits and data drops will need to be run to the four (4) new ticket windows. Eight (8) electrical circuits will need to be installed on the south wall, each circuit will have a four (4) plug outlet connected to it. All eight (8) circuits to be positioned adjacent to each other for the charging of ticket scanners. Lighting will be required inside the space for normal working conditions and above the ticket windows both inside and outside the windows. Heating and AC will be needed to temper the space at 72 degrees. At a minimum a ceiling fan will need to be installed to control the temperature in this space. The existing interior walls will need to be removed. It is the awarded contractors responsibility to obtain all work permits and ensure all city and state codes are met.

Project 2 Purple Lot Reconfiguration Tasks:

- Demolition
 - Remove ADA parking signs and parking blocks from rows A, B & C in Purple lot A.

- Remove 2 existing parking bollards in SE corner of Purple Lot A
- Reconfigure existing row J in Purple lot A into 10 equally sized parking spaces.
- Paint over ADA parking spaces with black asphalt sealer where ADA spaces are removed along with other spaces in Purple A & B where new parking spaces are being reconfigured.
- Remove and replace the existing 500 feet of chain link fence with like materials and to the same height that extends from the NW corner of the Trager Center where the NW field gate is located, 500 feet to the south towards Cardinal Stadium.
- Construction
 - Install new sign poles and ADA parking signs (where necessary and if existing signage cannot be reused) beyond existing ADA parking spaces in the NW corner of Purple lot A. This includes all ADA spaces in Rows, A, B, C and D. Configure spaces to match existing spaces with appropriate hashed out spaces between parking spaces. Install and anchor a new concrete parking block in each reconfigured space. Re-paint all existing lines and ADA symbols where new ADA parking spaces are placed. Add additional ADA spaces to complete Rows J & K. Add eight (8) additional spaces in Rows L & M to match existing spaces in Rows J & K. Add approximately 23 additional ADA spaces in both Rows L and M to match existing ADA spacing in the lot.
 - Fill and patch and existing asphalt damaged when parking blocks and signage were removed. Re-seal entire area and drive lanes where ADA parking has been removed.
 - After bollards are removed from SE corner of Purple Lot A, repair and seal area. There are 12 existing parking spaces in this area that the lines and numbers will need to be removed with black asphalt sealer.
 - In Purple Lot B, in the NE corner, 12 new RV spaces will be created to match the configuration of the existing 12 RV spaces in the NE corner of Purple Lot C. Existing parking spaces will need to be sealed over to remove them from the lot and mimic the configuration in Purple Lot C where the other RV spaces are located. New lines and space numbers will need to be painted to mark the new RV spaces in Purple lot B. Awarded contractor will blank out all existing RV space numbers in Purple Lots A and C. New identifying letters and numbers in sequential order, will need to be painted into each RV space. The numbering shall be done as follows, starting from the north in Purple Lot A to the south in Purple Lot B and then Purple Lot C: Purple Lot A: "RV 01" through "RV 26", Purple B: "RV 27" - "RV 38" and Purple Lot C: "RV 39" - "RV 50".

Project 3 East Concourse Expansion between Gridlines 124 and 136

- Demolition
 - Remove sloped mulch bed adjacent of east concourse between Gridlines 124 and 136
- Construction
 - Expand concourse east approximately 34' with new cast in place (CIP) concrete. Tie in new concourse elevation with existing. Slope for positive drainage away from stadium concourse and/ or provide trough drainage along new east edge of concourse expansion. Provide code compliant railing at new eastern edge of concourse. Scope to include the new concourse being furnished with asphalt. Alternate price for concrete should be provided in vendor's response.
 - Provide electrical power, data and water service at new east concourse expansion.

Project 4 Gate 3 (Southeast) Reconfiguration Tasks:

- Demolition
 - Remove portion of existing wrought iron fencing and gates.
 - Remove existing concrete pathways from existing gate locations to concourse.
 - Cut out existing grade as required to accommodate new stairs and ramps and dispose of in a safe and authorized manor as directed by UofL. Cap top of new finish grade to match existing conditions.

- Construction
 - Install new wrought iron fencing and gates per new design at each gate.
 - Brick and brick design should match existing stadium brick work onsite.
 - Construct new CIP concrete stairs with code compliant railings from existing concourse level down to new gate entry locations per Sheet A1.
 - Construct new CIP concrete ADA accessible ramp with code compliant railings from new gate entry locations to existing concourse level per Sheet A1.
 - Install underground conduit for pulling of wire for future power, data, and sound needs at each gate.
 - Regrade and pour new concrete queuing areas outside of new gate entries per new design at Gates 3 and 5. Stop for positive drainage out to parking lot.

Project 5 Gate 5 (Southwest) Reconfiguration Tasks:

- Demolition
 - Remove portion of existing wrought iron fencing and gates.
 - Remove existing concrete pathways from existing gate locations to concourse.
 - Cut out existing grade as required to accommodate new stairs and ramps and dispose of in a safe and authorized manor as directed by UofL. Cap top of new finish grade to match existing conditions.
- Construction
 - Install new wrought iron fencing and gates per new design at each gate.
 - Brick and brick design should match existing stadium brick work onsite.
 - Construct new CIP concrete stairs with code compliant railings from existing concourse level down to new gate entry locations per Sheet A1.0.
 - Construct new CIP concrete ADA accessible ramp with code compliant railings from new gate entry locations to existing concourse level per Sheet A1.0.
 - Install underground conduit for pulling of wire for future power, data, and sound needs at each gate.
 - Regrade and pour new concrete queuing areas outside of new gate entries per new design at Gates 3 and 5. Stop for positive drainage out to parking lot.

Award Process and Criteria

The award shall be based upon and to the vendor offering the Best Value to the University using the scoring criteria as listed below. Vendors shall provide within their bid response information that fully and completely defines and describes their firm’s ability to provide the product and services requested. The University reserves the right to request additional information from vendor if needed to verify product and or vendor qualifications.

Best Value Scoring:

1. Price:	50%
2. Experience:	20%
3. Schedule of Projects:	20%
4. Staffing:	10%
Total Possible:	100%

Interested firms shall review the Scope of Work and its accompanying narrative, the Drawings that accompany this RFP package, Supplier Certification, and General Conditions. Respondents should complete and submit, along with a proposed Work Schedule and Equipment/Staffing information, the attached Bidder’s Qualification Form, Worker’s Compensation Affidavit, and University Form of Proposal. These documents shall be submitted with the completed front page of the document and insurance certificate no later than the date and time specified on the front page of this bid document.

Respondents are requested to provide pricing for each project along with a total price for the completion of all five projects. The University reserves the right, as funding may allow, to award this RFP for each project individually, for all of the projects together, or in any combination the University may deem to be appropriate.

INSTRUCTIONS TO PROPOSERS

PREPARATION OF OFFERS

Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the solicitation and print or type their Name, Company Name, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished to the University.

In the interest of supporting the University of Louisville's initiative to reduce waste and extraneous use of natural resources, the University is requesting the following:

- All proposals should be submitted on two-sided recycled paper containing 30% post-consumer waste whenever possible. When proposal is submitted on recycled paper, vendors must complete the attached Recycled Content Form and return it with their proposal.
- Offeror should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Offeror should refrain from using superfluous binders where possible, especially for the copies being requested.
- Offeror should present peripheral information (i.e. company and product brochures) on a flash drive whenever practicable.

AUTHORITY TO CONTRACT

Offeror and the Principal signing on its behalf, certify that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in KY, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

PRE-CONTRACTUAL EXPENSE

The University shall not, in any event, be liable for any pre-contractual expenses incurred by the Offeror in the preparation of their proposal. Offeror shall not include any such expenses as part of their proposal.

Pre-Contractual expenses are defined as expenses incurred by the Offeror in:

- 1) Any and all expenses incurred in the preparation of the proposal in response to this RFP;
- 2) Any and all expenses incurred with submitting that proposal to the University;
- 3) Any and all expenses incurred while negotiating with the University any matter related to this proposal (such as travel expenses, etc.);
- 4) Any other expenses incurred by the Offeror prior to effective date of the contract.

MULTIPLE REQUEST FOR PROPOSALS

Only one RFP response per company will be accepted.

AMENDMENTS TO REQUEST FOR PROPOSAL & ADDITIONAL INFORMATION

Amendments to this Request for Proposal may be necessary prior to the closing date, and will be furnished in the form of written addenda that will be posted on the University of Louisville's BID/RFP Purchasing webpage - <http://louisville.edu/purchasing/bids>. Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and posted to the University of Louisville's BID/RFP Purchasing webpage.

When necessary and as requested the University of Louisville will provide supplemental data via files to the vendor in one of two formats. The first choice will be to use the industry standard of EDI (Electronic Data Interchange) 834. If EDI is not appropriate for the type of information being transmitted a University standard format will be provided. It will be the vendor's responsibility to conform the data to fit the needs of their particular software. Vendor may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information

INTERPRETATION OF REQUEST FOR PROPOSAL

If any potential Offeror contemplating the submission of a Request for Proposal has any doubt as to the true meaning of any part of the invitation, he/she should contact **Neil Davis** via e-mail at Neil.davis@louisville.edu. Any interpretation of the specifications will be made by written addenda duly issued and posted on the Purchasing website.

Article 7 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this RFP until the issuance of a Notification of Award, each Offeror's sole point of contact for this RFP will be:

- **Neil Davis, University of Louisville, Department of Procurement Services (neil.davis@louisville.edu)**

No Offeror should attempt to contact or meet with any campus representatives. In order to insure fair and equal treatment, only questions submitted in writing by the date established within this Request for Proposal will be considered responsive. Written responses will then be distributed via addendum and posted at <http://louisville.edu/purchasing/bids>.

It is understood that an Offeror may have an existing business relationship with University representatives that must be maintained during the RFP process. Normal business contact is permitted. This contact cannot include any discussion of an active RFP process. Violation of this provision could result in the University rejecting any proposal from the offending Offeror.

QUESTIONS

Any Offeror requesting clarifications to this Request for Proposal may submit their questions, in writing, for official response by the University. Questions should be submitted via email to Neil Davis at neil.davis@louisville.edu no later than **1:00 PM EST on June 23, 2020**. The University will provide a written response to all questions received by the stated date and time, by way of an addenda and posted on the Purchasing website - <http://louisville.edu/purchasing/bids>.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference for this Request for Proposal will be held at the **University of Louisville Cardinal Stadium** on **Wednesday June 17th at 1:00 PM EST**. The meeting will start at Gate 2A on the east

side of the stadium; there is an adjacent parking lot that will be open for use.

The purpose of this meeting is to answer questions pertaining to this solicitation and to ensure all prospective respondents are aware of the jobsite conditions. This meeting is to assure that each potential Respondent has a complete understanding of the scope of work involved. Due to current social distancing protocols, jobsite tours will be held in small groups after the meeting. If a large number of prospective respondents attend the meeting, attendees may be asked to schedule a time to come back for a tour in order to ensure proper safety protocols are followed.

No responses will be accepted from any respondent who fails to attend this meeting. No transcript or report of Pre-Proposal conference will be provided.

JOB-SITE TOURS

Each respondent, before submitting a response and provided the respondent attended the pre-proposal meeting, may visit the site, check the measurements and thoroughly familiarize himself with all existing conditions likely to be encountered in the work to be done under this contract. All contractors furnishing materials and equipment for this contract shall obtain exact dimensions at the site. Any technical errors or omissions in the technical specifications should be reported to the buyer whose name appears on the face of the Request for Proposal so (within seven (7) days before RFP due date) an official addendum can be issued. A guided tour of the job site will be held immediately after the Pre-Proposal Conference.

The submission of response will be construed as evidence that a visit and examination of the site has been made. Later claims for labor, equipment, or materials required or difficulties encountered, which could have been foreseen had such an examination been made, will not be recognized.

PERMITS AND CODES

The contractor shall obtain all permits necessary for any and/or all parts of the work from the authorities governing such work. Evidence that such permits have been issued shall be furnished to the Owner, if requested, before beginning work. The contractor shall observe all applicable Federal, State and Local codes governing the work. Building permits, when required shall be procured by the contractor.

PROTECTION AT SITE

Pedestrian and automobile traffic near project sites shall be protected from injury and damage due to construction activities by appropriate means such as roping off walk or driveways, erecting warning signs, erecting snow fences and other positive ways which will divert traffic from areas of possible danger. Special attention shall be given to open trenches regarding pedestrian traffic with emphasis on blind or handicapped pedestrians. Open trenches shall be fenced with snow fence and also protected by audio means.

CLEAN-UP

It shall be the duty of the contractor to keep the job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the Owner or the Owner's appointed representative.

SUBMISSION OF OFFERS

Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the person and address specified on the cover page of this RFP. The Offeror shall show, on the face of the package being submitted, the due date and time specified in the RFP, the RFP number, and the name and address of the Offeror.

NOTE: Offerors sending their Proposals via Overnight Courier should send via FedEx or UPS. Overnight Packages delivered by USPS are delivered to a University Lockbox and cannot be guaranteed to be delivered to the Department of Procurement Services prior to the Proposal Due date and Time.

The Request for Proposal number must appear on the outside of the envelope. The Request for Proposal must be signed.

Vendors are required to send One (1) original (clearly marked), One (1) Flash Drive and Five (5) copies of their proposal.

FAILURE TO SIGN AND RETURN THE COVER SHEET SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE

PROPRIETARY INFORMATION

In the event that a response to this RFP contains information which is deemed by an Offeror as being of a proprietary nature, the pages containing such information must be clearly marked as **PROPRIETARY INFORMATION** and placed in a marked envelope. To the extent permitted by law, the University will disclose this information only to the members of the evaluation committee. A Offeror cannot classify any information pertaining to contract terms, experience, proposed products or proposed pricing as proprietary information. All information and material returned with each proposal should become part of any contract, which results from this proposal and will become a public record. All proposals are subject to the Kentucky Open Records Act (KRS 61.881).

MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he/she signs a receipt acknowledging the withdrawal, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. Offers received at the office designated in this RFP after the exact hour and date specified for receipt will not be considered. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Procurement Services.

RECEIPT OF REQUEST FOR PROPOSALS

Request for Proposals must be received in the Department of Procurement Services, 2215 S. Brook St., Belknap Campus, Louisville, Kentucky, in a sealed envelope not later than **2:00 PM**, local time, on the specified date, at which time all proposals received will be given to the Buyer responsible for the proposal. Proposals received after this time shall be deemed non-responsive as per 200 KAR 5:307 Section 4 and will not be considered for award.

FIRM PRICING

Unless otherwise provided, negotiated, or otherwise agreed upon, proposed prices will be considered firm for the entire duration of the established contract period. Prices bid subject to qualifications such as: in effect on receipt of contract/order, escalation or other variables, may be rejected as non-responsive.

TERMS AND CONDITIONS

The only acceptable Terms and Conditions are contained within this Request for Proposal and within the University's General Terms and Conditions for a Purchase Order which can be found at:

[http://louisville.edu/purchasing/vendors/PO terms and conditions](http://louisville.edu/purchasing/vendors/PO_terms_and_conditions)

Offeror shall not include any additional Terms and Conditions. Inclusion of any additional Terms and Conditions of the Offeror may be cause for rejection of proposal.

FOB DESTINATION

All offers in response to this Request for Proposal must be on the basis of F.O.B. to the University, all freight prepaid and included in the Unit Price. No other terms are acceptable; any proposals that do not comply with the above will be rejected. The contractor will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the contractor.

Large scale products may require delivery to specific building locations. Offerors shall be required to make inside building deliveries if required within the proposal specifications.

DELIVERIES

Unless otherwise specified in the Request for Proposals, delivery at the earliest possible date is desired; therefore weighted consideration will be given to the earliest date as stated by the Offeror in their proposal.

Offeror must quote actual delivery time; estimates are not appropriate. If necessary, Offeror should contact manufacturer for delivery time on products not in stock.

As provided in this Request for Proposal, the Offeror will clearly state in their Proposal the time required for the delivery upon receipt of contract, or purchase order. Delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" have no meaning and will cause for rejecting the proposal.

When delivery is not made as provided in this contract, the Department of Procurement Services reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the successful bidder. Failure of the vendor to meet contract delivery dates may also be cause for cancellation, removal from the University Bid List, or both.

MULTIPLE DELIVERY LOCATIONS

The majority of all orders will be to a single location (Department or Central Receiving, Belknap Campus, Louisville, KY). However, the University does support Outreach Offices located throughout the state. Submission of Proposal indicates your Company's acceptance to make deliveries to all University locations at the same price and discounts. Due to the changing needs of higher education, the University reserves the right to add/delete delivery sites to the established contract. Offeror must have the capability to deliver furniture items directly to the ordering department.

PARKING

Any Offeror that enters into a contract with the University of Louisville for sales or service may purchase a Vendor Parking Permit at the then current rate, as established by University Parking. Location of parking will be designated at time of the permit purchase. Service providers on Belknap Campus can park at any designated service vehicle space and may also park in BLUE permit designated areas. On the Health Sciences Center, parking may be available in the parking structures upon request. A deposit is required to obtain an access card to these areas. Vendors parking on University property without permits shall be subject to ticketing, towing/impoundment or booting.

Fee schedule as of 7-1-18 (Subject to Change without Notice)

Annual Rate: \$480.00

Monthly Rate: \$ 40.00
Weekly: \$ 10.00

Daily permits may be purchased on-line at www.louisville.edu/parking.

QUANTITIES

It is herein set forth that all historical quantities provided (annual spends, core items, etc.) are to be used purely as estimates and are not to be implied or inferred as being guarantees. The University of Louisville is obligated to buy only the quantity needed during the term of the contract.

EXCEPTIONS TO CONTRACT ORDERING

The University reserves the right to make purchases for like type products or services from other vendors and firms in the event of, but not limited to, the establishment of; Governmental Contracts, Grants, Sub-Grants which may contain terms and conditions for such contract(s).

ALTERNATE BRANDS/SPECIFICATIONS

Unless otherwise specified, brands referenced in this Request for Proposals are meant to provide a historical account of purchases and to establish a minimum standard of quality only. Offerors may propose brand(s) that they consider to be equal or closely comparable.

Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the University to meet or exceed fully the maximum essential and salient characteristics referenced in the Request for Proposals. The burden of proof of equality shall be the responsibility of the Offeror. If the Owner judges the material or equipment is not equal to that named in the specifications, the proposal shall be rejected. The Owner's decision shall be final.

Offerors proposing alternate brands, must enclose descriptive literature with their proposal so that the equality can be verified. Failure to enclose sufficient literature may result in the rejection of the proposal.

When specified brand names are not changed, it will be assumed that the Offerors are proposing to furnish those brands. The contracts will be written accordingly and the successful firm will be required to deliver the brands named.

TAXES

The University of Louisville is tax exempt from the provision of the Kentucky six percent (6%) Sales and/or Use Tax on materials and equipment under this solicitation. All Offeror's or contractors shall take this into consideration when submitting their proposal. Exemption certifications will be furnished to cover excise tax exemption where applicable and when requested by the vendor.

Offerors are informed that material purchased by the contractor, for the performance of this contract for the University of Louisville, 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.

Federal Excise Tax

The University of Louisville may be entitled to exemption from Federal Excise Tax. The Offeror shall take this into consideration when preparing their RFP response.

Taxes, Workmen's Compensation, Etc.

The selected Offeror or 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. Workmen's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

SUSTAINABILITY

The University of Louisville is dedicated to acquiring products and services that are consistent with our commitment to sustainability. For the purpose of judging sustainability, the following considerations apply:

Sustainable Development is enhanced through sound Environmental, Social and Economic practices and technologies that minimize or eliminate waste and negative impacts on current resources.

The University seeks products and services that pose no significant risk to human health or environmental quality when compared with competing products or services that serve the same purpose. This comparison, where applicable, may consider raw materials and energy acquisition; production and manufacturing; packaging and distribution; and the operation, maintenance, reuse, recyclability or disposal of a product. Materials, products, and workers from the local region are preferred sources, along with companies/contractors that can demonstrate efforts to ensure worker protections and to restore or enhance the environment.

RECOVERED MATERIALS

Offeror will note that proposal requires recovered materials to be used in the production of items in accordance with KRS45A.500-540 <https://apps.legislature.ky.gov/law/statutes/chapter.aspx?id=37250> and 200KAR5:330 <https://apps.legislature.ky.gov/law/kar/200/005/330.pdf>.

Offeror will find, at the end of the proposal, **Certification of Product Content** for products offered. The certification **must be signed and dated** by the Offeror. Additionally **Recycled Content Percentages for Designated Products must be completed**. Failure on the part of the Offeror to complete and submit these attachments shall deem your proposal non-responsive.

If a proposed item is not available with recycled material content or Offeror is unable to propose as such, Offeror must state that item proposed is not made from recycled materials.

Selected Offeror will be required to provide, on a year-end basis, a report on all recycled products purchased with respective recycled content information to include, but not limited to, product description, recovered/PCRC waste percentages, quantity purchased, and total spend for each item on the report.

INSPECTION

All supplies and equipment shall be subject to inspection or test by the University prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirement, the University shall have the right to reject them or require acceptable correction at the vendor's expense.

WARRANTY

Offeror warrants that all materials and equipment furnished in connection with this proposal will be new unless otherwise approved by the University and shall be free from defects (including defects in design and fit) and suitable for the intended purposes. Offeror must include a statement of manufacturer's standard warranty with the proposal response.

Offerors bidding on a commodity with a product warranty involved must be able to offer service by their company or

through a servicing agency. A list of such agency or agencies must be included with the proposal.

Equipment will be serviced by:

(Include name and address)

A copy of the warranty will be furnished upon delivery of equipment to the University. Warranties shall remain in effect for one (1) year following the University's acceptance of the materials and equipment or for the duration of the manufacturer's standard warranty period if such period exceeds one year.

Payment to the vendor shall constitute acceptance by the University. In the event of unacceptable/faulty equipment, the University will contact the vendor for prompt replacement.

All warranties shall begin no earlier than upon delivery and acceptance by the University. Warranties for product(s) procured on the University Credit Card shall be exempt from "acceptance" upon payment.

Standard warranty on equipment: _____

GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the Owner shall constitute an acceptance of work done, in accordance with the Contract Documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faculty material or workmanship. The contract shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work, unless a longer period is specified. The Owner shall give notice of observed defects with reasonable promptness.

BID, PAYMENT & PERFORMANCE BOND

Proposals shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid executed by a Surety Company authorized to do business in the State of Kentucky and countersigned by a licensed Kentucky Resident Agent representing the Surety Company. (Certified Check Acceptable)

It is agreed that in the event that this proposal is accepted by the owner and the Contractor shall fail to execute a contract within ten (10) consecutive calendar days from the date of notifications of the Award of Contract, the Owner shall determine that the contractor has abandoned the contract and thereupon, the Proposal shall become null and void, and the bid guarantee, check of bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for such failure and no protest pursuant to such action will be allowed.

The Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor, including payment of all unemployed contributions which become due and payable under the Kentucky Unemployment Insurance Law furnishings materials in connection with this contract.

DAMAGES

Failure of the University to invoke liquidated damages at the immediate time of the delay of delivery or installation, does not waive the right of the University to invoke said damages at a later date.

DAMAGE TO PROPERTY

This contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.

INSURANCE

Insurance Requirements for Standard Contracts

Before the selected Offeror becomes entitled to any rights under this contract and prior to taking any action under this contract, Offeror shall have a Certificate of Insurance for Offeror's in-force insurance issued to the University for the following policies and limits.

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, hired and non-owned vehicles)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the Contractor and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and policy limit)

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverage.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If Contractor's policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by Contractor and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

BUILDERS RISK INSURANCE

The Contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the Contract amount.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately secure the area, notify the Owner and await positive identification of the suspect material. During the downtime in such a case the Contractor shall not disturb any surroundings surface but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

ASBESTOS CONTAINING MATERIALS

No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked "May Contain Mineral Fiber" will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.

An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."

CONFLICTING CONDITIONS

If there is any conflict between the drawings and written specifications, the written specifications shall govern.

AWARD OF CONTRACT - COMPETITIVE NEGOTIATION

A contract will be awarded to the Offeror whose proposal conforms to the terms, conditions and the scope of this RFP and is deemed by the University as offering the best value to the University, with price and other evaluation factors considered.

The University reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

It is the University's intent to award a single contract. A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party, and all terms and conditions of this Request for Proposal are hereby incorporated into any such contract.

If alternates are accepted they will be accepted at the time of award and in the sequence of their listing. The prices of the alternates will be added or deducted from the base proposal to arrive at a lump sum figure, which will be the basis of the award.

Printing Terms & Conditions: Any award(s) of contract resulting from this Request for Proposal is contingent upon the approval of the Governor of the Commonwealth of Kentucky per KRS 57.091.

When applicable the University shall use "Life Cycle Cost Analysis" as an evaluated component of the Best Value Award process. Products (energy/water consumption and building system components) shall be evaluated on, but not limited to; product cost, installation, operation, maintenance, and disposal costs. Vendors shall be required to include any requested Life Cycle Cost information and calculations associated with the use of their products with the submitted bid/proposal. Failure to supply Life Cycle Cost information may deem your response as non-responsive.

Products include but not limited to:

General Appliances (Refrigerators, freezers, washers, dryers, etc.)
Computers/IT Equipment
Building System Components
Select Plumbing Items
Select Electrical Items

INTERVIEW AND NEGOTIATION SESSIONS

Request for additional information and /or interviews may be required with any Offeror submitting a responsive proposal. The University does however reserve the right to limit any on-campus and /or teleconference interviews to the top two or three evaluated proposals, or may elect to proceed with contract negotiations with the highest evaluated proposal if deemed to be in the best interest of the University and that proposal was clearly the best/only proposal received. Should negotiations with the highest evaluated proposal fail to produce a formalized contract, the University reserves the right to enter into negotiations with the next highest evaluated proposal or cancel the original RFP whichever would best serve the interest of the University. Regardless, all proposals and additional sessions shall be governed by KRS 45A.085.

RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 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 any 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 for in the above referenced statute.

Forms can be found at <http://louisville.edu/purchasing/forms>.

DISPOSITION OF PROPOSALS

All proposals become the property of the University of Louisville. The successful proposal will be incorporated into the resulting contract by reference to the extent that it does not conflict with the terms contained herein, or any other University terms that may be incorporated into the contract documents.

REQUEST FOR PROPOSAL PROTESTS

(KRS 45A.285; KRS 164A.555 TO 164A.630)

Any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or selection for award of a contract by the University of Louisville, may file a protest via Certified Mail addressed to the Director,

Procurement Services, within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. An up to date posting of current awards can be found at http://louisville.edu/purchasing/bids/awarded_bids. All protests must be in writing and must use the phrase "**Request for Proposal Protest**" in the letter. The Director, Procurement Services, shall review all facts presented and render a determination, in writing, promptly to the aggrieved person.

The aggrieved person may appeal the determination in writing via Certified Mail within four calendar days addressed to the Sr. Associate VP for Operations, who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via certified mail to the Sr. Associate VP for Operations designee. The ruling of the Sr. Associate VP for Operations shall be the final action on behalf of the University. Copies of the bid procedure are available on request from the University of Louisville's Department of Procurement Services.

In the event of a bid protest, the University may notify the successful Offeror to suspend the contract/order while the protest is being reviewed. Depending on the outcome of the protest, the contract/order may be cancelled or confirmed. Any questions regarding this procedure should be addressed to the Director, Procurement Services, (502) 852-8223.

CONTRACT PERIOD

It is currently the intent of the University, unless mutually agreed to, that the contract established by this Request for Proposal will be for the period it takes the awarded respondent to complete the work described herein.

CONTRACT CHANGES

During the period of the contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University, which will be formally memorialized by way of a written contract amendment signed by both parties.

Should the Contractor find at any time that existing conditions make modification of the requirements necessary, they shall promptly report such matter to the University of Louisville, Department of Procurement Services for consideration and decision.

AMENDMENTS

It is recognized that subsequent written amendments to the awarded contract may be necessary; and all such amendments will require the mutual agreement of the parties.

Article 51 CONTRACT CANCELLATION

TERMINATION OF CONTRACT FOR CONVENIENCE OR NECESSITY

The University of Louisville, Department of Procurement Services, reserves the right to terminate this contract for its own convenience without cause upon a thirty (30) day written notice to the Vendor. Upon receipt of the University "Notice of Termination", the Vendor shall discontinue all services with respect to the applicable contract by the date stated in the notification. The Vendor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the project which was terminated). Compensation for services provided by the Vendor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee contract will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract if any policy or procedural changes occur that would warrant discontinued use of the established contract. Additionally, if a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

While it is unlikely, it is possible the University and/or Vendor may need to cancel a contract based on changes to State Statute and/or Kentucky's Model Procurement Code for which the University and/or Vendor become unable to comply.

TERMINATION OF CONTRACT FOR NON-PERFORMANCE

The Assistant Director of Procurement Services may terminate this contract for non-performance, as determined by the University. Such causes could include, but not be limited to:

- Mal-performance, non-performance, substitution of commodities, or failure to comply with specifications given herein in whole or part by the Vendor.
- Failure to provide satisfactory quality of; product or service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact if said petition in order that Contractor might during the sixty (60) days period have the opportunity to seek dismissal if the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

TERMINATION OF CONTRACT FOR CONTRACTOR VIOLATIONS

- Failure by Contractor for violations including but not limited to:
 1. Commonwealth and University, Conflict of Interest Policies
 2. Commonwealth Campaign Finance Laws
 3. OSHA, Labor and Tax Collection Violations
 4. Governmental Program Certification
 5. Failure to register firm with the Kentucky Secretary of State
 6. Failure to post requested bond if required
 7. Failure to maintain required Insurance

FISCAL FUNDING OUT CLAUSE

The University reserves the right to cancel and/or suspend the established contract if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The University will make all efforts, though annual budget requests to meet financial obligations for continuing contractual obligations; however this does not guarantee that funds will be made available from one fiscal year to the next.

The University also reserves the right to cancel and/or suspend the established contract if changes in University policy and/or the way business are conducted regarding contracted services.

PAYMENT OF INVOICES

The vendor shall be paid, upon the submission of proper invoices, to the "Billing Address" shown on the purchase order, at the prices stipulated for items delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

The University reserves the right to make payment for orders via the University corporate Visa procurement card.

INDEMNIFICATION

Any liability of the University to indemnify the Contractor as specified shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Claims Commission and KRS 45A.225 through 45A.275 (Contract Claims).

The Vendor shall defend, indemnify and hold harmless the University, its trustees, officers, employees and agents from and against all losses and expenses (including reasonable cost of attorney's fees) by reason of liability imposed by law upon the Vendor for damages because of bodily injury, including death, personal injury, including data loss at any time resulting there from, sustained by any person or persons including the Vendor's employees, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the Vendor, provided however, that nothing contained herein shall require the Vendor to indemnify the University for such injuries to persons or damage to property arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees and agents.

CONFLICT OF INTEREST

Any Offeror responding to this Request for Proposal are required to disclose any potential conflict of interest. If the owner of the bidding firm is related to a University of Louisville employee, that relationship must be disclosed in writing and made a part of the bid response. Definition Related Person: Related person to a University employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the University employee has actual knowledge that such relative is likely to or will benefit from a particular University transaction.

KENTUCKY CAMPAIGN LAWS

By signing this proposal document, the Offeror representative certifies that neither he/she nor any member of his/her immediate family hold an interest of 10% or more in any business entity involved in the performance of this contract; or has contributed more than the amount specified in KRS121.056(2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The signee further swears under the penalty of perjury that neither he/she or the Company which he/she represents has knowingly violated any provisions of the campaign laws of the Commonwealth; and, that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed, as a result of this proposal shall be governed under state laws. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

Awarded Contractor will be required to register with the Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 and in compliance with House Bill 609, date May 21, 2008.

EQUIPMENT SAFETY REQUIREMENTS

All equipment offered against this Request for Proposal must be in full compliance with all current safety standards as established by Federal, State, and Local governments, including, but not limited to, all current OSHA standards applicable to the manufacture, distribution, and use of said equipment. Furthermore, all equipment, including the listing and labeling of the equipment, must meet the requirements stated in the current edition of the NFPA 70 National Electrical Code. Offerors, by completing and submitting a bid in response to this Request for Proposal, do certify that any equipment proposed shall be in full compliance with all of the above applicable safety standards.

ADA COMPLIANCE

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Acceptable Design, WCAG 2.1, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 255 of the Communications Act, as amended and applicable regs.

ANTI-KICK BACK

All Offerors shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Offeror, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION

Offeror's signature on this RFP response certifies that the Offeror, and where applicable subcontract vendor, or any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the Offeror, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, vendor will have a process in place such that subcontract vendor(s) and any person performing services under this agreement will promptly notify the vendor of such ineligibility. The Offeror will notify the University buyer of record within seventy-two (72) hours of the vendor becoming aware of the governmental ineligibility of the vendor, any subcontract vendor, or any person performing services under this agreement.

AUDITED FINANCIAL STATEMENTS

The University reserves the right to request Audited Financial Statements from any and all firms submitting proposals in order to adequately evaluate firm(s) financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the RFP file and will not be subject to open records inspection/requests.

SUPPLIER CODE OF CONDUCT

The University of Louisville is committed to conducting its contract administration and procurement business in an ethical, legal and socially responsible manner. The University expects its suppliers to share in this commitment and, therefore, has established a **Supplier Code of Conduct**. Each Offeror should review this Code of Conduct prior to submission of bid. Submission of Bid/Proposal and signature on this document indicates vendor's acceptance to this policy.

Supplier Code of Conduct: [Purchasing Policy 17.00](#).

SMOKE-FREE CAMPUS

Smoking is not permitted on any University of Louisville campus. This prohibition includes buildings and all grounds.

SUPPLIER CERTIFICATION

The University of Louisville is committed to conducting its procurement practices in accordance with federal law and regulations and with firms committed to an Equal Employment Opportunity policy. Towards that end, the vendor is requested to review the attached Supplier Certification document and to complete any applicable information regarding conflict of interest requirements in the Supplier Certification. The attached Supplier Certification will be incorporated into the final contract/agreement resulting from this proposal. Awarded vendors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

TREATMENT OF PERSONAL INFORMATION

To the extent Company receives Personal Information¹ as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931-934 (the "Act"), Company shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties² 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 or that meet industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure,

¹ "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

b) A Social Security number;

c) A taxpayer identification number that incorporates a Social Security number;

d) A driver's license number, state identification card number or other individual identification number issued by an agency;

e) A passport number or other identification number issued by the United States government; or

f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.103 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

⁸Per KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

manipulation, or destruction; (iii) notifying University of a security breach as specified at <http://louisville.edu/security/incident-reporting-and-response/vendor-external-party-incident-reporting/> 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) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information caused by the actions or inactions of Company (“NIM Costs”); (v) cooperate with University in complying with the response, mitigation, correction, investigation and notification requirements of the Act including undertaking a prompt and reasonable investigation of any security breach; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation, in accordance with the Act’s requirements. The Company hereby agrees that the University may withhold payment(s) owed to the Company for any violation of these identity theft prevention reporting requirements or failure to pay NIM Costs.

OTHER INFORMATION

Any questions regarding this Request for Proposal should be directed to:

Neil Davis
Department of Procurement Services
University of Louisville
Louisville, KY 40292
Neil.davis@louisville.edu

University of Louisville

SUPPLIER CERTIFICATION

The following certifications and acknowledgements are applicable as indicated by the particular provision.

The term "Supplier," as used in this document, refers to the entity that is supplying the goods or services to the University of Louisville or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Second Party, Subcontractor or other similar term.

The term "Contract", as used in this document, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University of Louisville or one of its affiliated corporations.

The term "UofL affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, Inc. , the University of Louisville Athletic Association, or the University of Louisville Foundation.

1. EQUAL OPPORTUNITY CLAUSE

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity in a twelve month period)

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this Contract the Supplier agrees as follows:

- a. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- b. Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- e. Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to

his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.³

2. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- a. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- b. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.

³ For federally-assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

-
- c. The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
 - d. The Supplier shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
 - e. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. As long as the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
 - f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
 - g. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
 - h. As used in this clause:
 - 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
 - 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.

-
4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
 5. "Disabled veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
 6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

3. CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex or national origin.

The undersigned Supplier certifies to the University of Louisville and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, Offeror, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all

subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

4. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Supplier agrees as follows:

a. that it will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

b. that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

c. that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

d. that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

e. that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. that it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

6. FILING CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University of Louisville, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

7. AFFIRMATIVE ACTION CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers.⁴

⁴ Nonconstruction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

8. ADMINISTRATIVE, CONTRACTUAL, LEGAL REMEDIES

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Supplier acknowledges that the applicable UofL affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the UofL affiliated entity or the federal entity providing the funding. The UofL affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any UofL affiliated entity. In determining the appropriate sanction and/or penalty, the UofL affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have 10 business days from the date of receipt of the notice to submit a written response. The response will be reviewed and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the UofL affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

9. DAVIS BACON ACT

(Applicable to federally funded construction projects exceeding \$2,000)

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to federally funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to federally funded Contracts exceeding \$150,000)

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding

Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the UofL affiliated entity of any such violations.

12. TERMINATION

(Applicable to federally funded Contracts exceeding \$10,000)

The UofL affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The UofL affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular A-21 or 2 CFR Part 200 as applicable.

13. LOBBYING/ANTI-KICK BACK

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Supplier agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Supplier certifies to the best of his/her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, , the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the UofL affiliated entity.
- 3) The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. ACCESS TO RECORDS

(Applicable to any federally funded Contracts)

The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice by the UofL affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by this Contract. Supplier agrees to provide copies of any records, receipts, accounts or other documentation to the UofL affiliated entity in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

15. AUDITS

(Applicable to any federally funded Contracts)

Supplier assures UofL affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the UofL affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts or other documentation in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the Contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g. continuing business relationship) with a UofL affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counter offer or provision of alternate terms and conditions is accepted by the UofL affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).

UNIVERSITY OF LOUISVILLE

Bidders Qualifications

1. Purpose

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires that a contract be awarded to the lowest responsive and responsible bidder whose bid offers the best value. KRS 45A.070(6) defines "Responsible bidder or offeror "as" a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance," and "Best value" as "a Procurement in which the decision is based on the primary objective of meeting the specific business requirements and best interests of the Commonwealth." The information requested in this document is to be used to evaluate the "responsibility" by verifying the apparent low bidder:

- (a) Has adequate financial resources (in working capital and bonding capacity) in relation to the scope and dollar amount of the project or the ability to secure such resources;
- (b) Has the experience, organization, technical qualification, available personnel resources, and has or can acquire the equipment necessary to perform the scope of work bid;
- (c) Is able to comply with the required performance schedule or completion date, taking into account existing commitments (i.e. capacity); and
- (d) Has a satisfactory record of performance, integrity, judgment and skills to complete the project bid.

The information provided must verify that the bidding firm has a sufficient level of expertise, experience, financial stability, and personnel resources to qualify the firm as being "responsible" prior to proceeding with an award of Contract. The determination of the firm's capability and responsibility will be made as fairly and honestly as possible using a reasonable exercise of sound judgment and discretion in the review of information provided or otherwise secured through references or other sources.

2. Application Submittal

The low responsive Bidder must complete the information requested by typing or clearly printing responses in ink. All information requested must be provided. If a question does not apply, insert "NA" for not applicable. The University of Louisville reserves the right to request supplemental information to fully determine responsibility of the Bidder. The Bidder agrees to provide supplemental information, if requested by the University.

3. Insurance Requirements

The Successful Bidder will be required to provide proof of insurance indicating current liability coverages, including workers compensation, with limits equal to or exceeding the amounts required by the bid documents. Additionally, builders risk coverage equal to the Contract amount will be required of the successful contractor.

*NOTE: Pursuant to KRS 45A. 110, except as otherwise provided under the Open Records Act and any other applicable law, the Bidder has the right of nondisclosure to the public of certain information required by this submittal. If the Bidder wishes nondisclosure of certain information he/she shall enclose the

confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document. If this is not done, he/she waives the right of nondisclosure of this information and the signing of the Bid Proposal shall constitute written waiver of that right.

The contractor offering the apparent low bid will be required to complete the Bidder's Qualification form and return within 48 hours to the Department of Purchasing after the bid opening. University Personnel and University Consultants will use this form and any other requested additional information to determine the responsiveness of the apparent low bidder and sub-contractors.

- 1) Name of Firm:
 - a) Street Address:
 - b) City, State, Zip:
 - c) County:
 - d) Business Phone (____)_____ Telefax (____)_____
 - e) Contact Person:
 - f) Type of Firm: Corporation Partnership
 Sole Proprietorship Individual
 Joint Venture Other (Explain)
- 2) How many years has the firm been in business? _____years _____months
- 3) Has this business operated under any other name? _____Yes _____No
 - i) If yes what Other names:
 - ii) If your firm is a corporation, provide the following:
- 4) Date of incorporation _____State of incorporation _____
- 5) States where corporation is authorized to conduct business _____
- 6) Attach proof that your firm is in good standing and registered with the Kentucky Secretary of State.
 - i) If your firm is an individual or partnership, provide the following:
- 7) Date of organization: _____

- 8) If a partnership, is it limited or general?
- 9) Name and address of all partners and specify their respective partnership participation, i.e., limited, general, managing.
- i) If your firm is other than a corporation, individual or partnership, describe organization and identify principals.
- ii) In the space provided below, describe the type(s) of construction and project management expertise offered by your company.

10) (use additional pages if required)

- i) List key persons (partners, owners, officers and directors). Include any other persons who have duties, responsibilities or authority typically delegated to partners, owners, officers or directors. Provide organization chart of the key individuals in the firm.

<u>Name of Person</u>	<u>Position/title</u>	<u>% Ownership</u>
-----------------------	-----------------------	--------------------

11) In the past five years, has the firm ever been fined for violating state or federal safety or environmental laws?

Yes _____ No _____ If yes, attach an explanation.

12) Has any key person with the firm ever been convicted of any state or federal crime (excluding traffic violations), including but not limited to embezzlement, theft, bribery, falsification or destruction of

records, receipt of stolen property, criminal anti-trust violations or bid-rigging? _____ Yes
_____ No If yes, attach an explanation.

13) Has a civil court issued a judgment of \$10,000 or more against the firm in the past five years?
Yes _____ No _____ If yes, attach an explanation.

14) Is the firm currently a party to a pending lawsuit with a potential damages alleged of \$10,000 or more?
Yes _____ No _____ If yes, attach an explanation.

15) In the past five years, has the firm been terminated from or failed to complete any contract?
Yes _____ No _____ If yes, attach an explanation.

16) Performance and Payment Bonds will be issued by:

a) Surety Company Name:

b) Street Address:

c) City, State, Zip:

d) Phone Number () _____ Fax () _____

e) Local Bond Agency:

f) Kentucky Licensed Agent:

g) Street Address:

h) City, State, Zip:

i) Phone Number () _____ Fax () _____

j) Current level of bonding capacity authorized by the surety.
Single Limit \$ _____ Aggregate Limit \$ _____

17) Bank Reference

a) Bank Name:

b) Street Address:

c) City, State, Zip:

d) Phone Number () _____ Fax () _____

e) Contact Person:

19. VENDOR REPORT OF PRIOR VIOLATIONS ON CONSTRUCTION PROJECTS

This form is applicable to all bid construction projects issued by the University of Louisville Department of Purchasing in accordance with KRS 45A.080.

The **Prime Bidder** on any construction sealed bid **shall** complete and provide a signed and notarized form with the required information.

All subcontractors for the best evaluated Prime Bidder shall also provide a signed and notarized form with the required information attached through the Prime Bidder to University within five (5) calendar days of the bid opening date. **The Prime Bidder shall provide copies of this form to the subcontractors for their execution.**

The information required is specifically - **any final determination(s) of violations within the last five (5) calendar years of the following:**

1. Violations of KRS Chapter 136 (Corporation and Utility Taxes);
2. Violations of KRS Chapter 139 (Sales and Use Taxes);
3. Violations of KRS Chapter 141 (Income Taxes);
4. Violations of KRS Chapter 337 (Wages and Hours);
5. Violations of KRS Chapter 338 (Occupational Safety and Health of Employees);
6. Violations of KRS Chapter 341 (Unemployment Insurance);
7. Violations of KRS Chapter 342 (Workers Compensation); and
8. Violations of Occupational Safety and Health Laws **in any other states and at the federal level.**

If there are no violations for a particular category, vendor should attach a statement to that effect.

If there are violations for a particular category, the vendor should list them and provide the following information for each: the date of the violation, a short description of the violation (including statutory citation), the name of the governmental enforcement agency involved, and the amount of any penalties imposed as a result of the final determination.

Please note that this information may be provided to other governmental agencies, such as the Kentucky Labor Cabinet, as part of the bid process. The University reserves the unqualified right to disqualify any vendors from participating further in this bid process if appropriate under law.

In addition, the successful prime bidder and subcontractors shall remain in continuous compliance with KRS 45A.485 during the life of any contract awarded, and shall notify the Department of Purchasing of any new final determinations of violations in **any** of the above-mentioned categories, which occur after contract award, and during the life of any contract awarded. Failure to comply with these requirements may result in the bidder and subcontractors being disqualified from participating in future bid opportunities for the Commonwealth.

COMPANY NAME:

ADDRESS:

THIS VENDOR VIOLATION FORM IS BEING SENT TO THE LABOR CABINET FOR VERIFICATION. PLEASE MAKE SURE ALL YOUR VIOLATIONS ARE LISTED WITHIN THE LAST FIVE (5) YEARS. IF A BIDDER LISTS "NONE" AND HAS SOME, THEIR BID MAY BE REJECTED. FOR A LIST OF YOUR VENDOR VIOLATIONS, YOU CAN FAX OR EMAIL THE LABOR CABINET WITH YOUR REQUEST. FAX NUMBER IS (502) 696-1984 OR EMAIL: labor.desam@ky.gov.

Violation Category	Date	Description	Govt. Enforcement Agency	Amount of Penalties

Notary Public

Additional Project Information

1. List the name and title of the home office administrative project manager who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. The resume should include a list of projects for which this project manager has been responsible within the past five (5) years.

Name of Manager _____ Title _____

2.. List the name and title of the on site manager that will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this manager has been responsible within the past five (5) years..

Name of Project Manager _____ Title _____

3. List the name and title of the on site project superintendent who will be assigned and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this superintendent has been responsible within the past five (5) years.

Brief description of your firm's work and responsibility in this project.

B. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

C. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

D. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

E. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

11. List below all projects that are currently under construction that demonstrate your ability to complete the type work required by the project being bid.

A. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

B. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

C. Project Title _____ Owner _____

Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

D. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

E. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

Brief description of your firm's work and responsibility in this project.

Certification and Signature:

I hereby certify that I am an authorized principal of the firm and I:

1. Have read, and understand the reason for submitting this information;
2. Agree, upon request, to provide any additional information that may be necessary for determination of contractor responsibility;
3. Will, upon request, provide complete financial statements within five business days;
4. Swear or affirm that all information provided on this submittal is true;
5. Understand that if any of the responses are found to be materially untrue, the firm will be ineligible to be awarded a contract.

Your signature on this document is a sworn statement to the University of Louisville. This document must be signed by the firm's CEO, president, vice-president, partner or sole owner.

Under penalties of perjury, I hereby swear or affirm, warrant and represent that the above answers and information have been personally provided by me, and that I have the authority to execute this document on behalf of this firm.

Signature _____
 Name _____
 Title _____

State of _____)
 County of _____)

Subscribed and sworn to before me on this _____ day of _____, 2010, by

_____, _____ acting for and on behalf of
 (name) (office held)
 _____.
 (firm)

 Notary Public _____, Kentucky
 My Commission expires _____

WORKER'S COMPENSATION AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

That affiant is the contractor awarded a contract by the University of Louisville on project:

That all contractors and sub-contractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, The affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of _____

County of _____

Subscribes and sworn to before me by _____ on this _____

Day of _____, 20____

My commission expires _____

Notary Public, State at Large

University of Louisville
FORM OF PROPOSAL

This Form of Proposal shall be used in submitting a proposal for the work. Copies will be furnished upon request by the authority issuing the Contract Documents.

THIS PROPOSAL SUBMITTED BY _____

(Name and Address of Bidder)

DATE: _____, TELEPHONE: _____

TO: If by U.S. Mail Service: University of Louisville Procurement Services Department Belknap Campus Room 101, Service Complex Louisville, Kentucky 40292	OR	If by Courier or Overnight Carrier Service: University of Louisville Procurement Services Department Belknap Campus Room 101, Service Complex Louisville, Kentucky 40208
--	-----------	--

The Bidder, in compliance with your ___and having carefully examined the complete Contract Documents as defined in Article 1of the General Conditions, as well as the Specifications for the work as prepared by --. and their consultants hereby proposes to furnish all labor, materials, equipment, services and supervision required to perform specifics of the Contract Documents, within the time set forth therein and for the stated LUMP SUM BID Amount.

The Bidder hereby acknowledges receipt of the following Addenda:

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

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

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

(IF NONE HAS BEEN ISSUED AND RECEIVED, INSERT THE WORD, NONE.)

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I HEREBY CERTIFY:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the submitted bid or bids covering University of Louisville, Procurement Services Department, --have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into the contract with the University of Louisville and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.821(7); and 45A.330 to 45A.340 and 45A.455.
5. This offer is valid for calendar days from the date this bid is opened. In submitting the above it is expressly agreed that upon proper acceptance by the Procurement Services Department of any or all items bid above, a contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount;
7. That the bidder intends to comply in full with all requirements of Federal Executive Order 11246, "Equal Employment Opportunity", including submittal of required data by contractor and qualifying subcontractors, upon being designated apparent successful bidder.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN MAY INVALIDATE BID

SIGNED BY: _____ NAME/TITLE _____

FIRM: _____ EMAIL: _____

ADDRESS: _____

_____ DATE _____

CITY STATE ZIP CODE

PHONE _____ FAX _____

Dunn & Bradstreet number: _____

University of Louisville

Form of Proposal Pricing Form

The Bidder agrees to furnish all labor, materials, equipment, services and supervision required to complete the project, in accordance with specifications and any duly issued Addenda for the pricing set forth below:

PROJECT PRICING:

Please fill in the following breakdown of costs included in your base bid. Each item is to include labor, material & equipment. These will not be considered unit prices nor will the numbers listed here limit obligations required in the Bid Documents. It will be used only to aid in verifying completeness of the bids.

Project #1:	\$ _____
Project #2:	\$ _____
Project #3 Base Scope:	\$ _____
Alternate 1: Brick faux finish on CIP walls	\$ _____ ADD / DEDUCT
Alternate 2: Concrete concourse finish vs. asphalt	\$ _____ ADD / DEDUCT
Project #4:	\$ _____
Project #5:	\$ _____
Full Price for all 5 projects (base scopes):	\$ _____

Note: The authentication of Bid and Statement of Non-collusion and Non-Conflict of interest must be properly executed for the RFP pricing response to be valid.