



Invitation to Bid

INVITATION TO BID:	IB-043-20
DATE ISSUED:	09/10/2019
TITLE:	ULAA Team Flight Charter
BUYER NAME:	Stephen McMillin
EMAIL CONTACT:	Stephen.mcmillin@louisville.edu
METHOD OF AWARD:	SEE INSTRUCTIONS

The University of Louisville's Department of Procurement Services will receive sealed Bids 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

BIDS MUST BE RECEIVED NO LATER THAN: 09/20/19 @ 2:00 PM EST

- Bids will be opened and read publicly within specified times unless otherwise stated within this bid document.

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

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- 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):
- That the attached Invitation to Bid(s) covering University of Louisville's Department of Procurement Services, **IB-043-20** 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 vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition:
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any persons not an employee or agent of the bidder or its surety; on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official bid or bids:
- That the bidder 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).
- Bidder 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, Bidder 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 bidders or prospective bidders 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:	Fax:
Zip:		E-Mail Address:
Payment Terms:	This offer is valid for _____ calendar days from the date this bid is received	Web Address:
Shipping Terms: FOB Destination, Freight Prepaid and Added to Invoice	Print Name:	
Federal Employer ID:	Signature:	

VENDOR IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH BID

NO BID RESPONSE FORM

Bid Number IB-043-20

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid 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
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INSTRUCTIONS TO BIDDERS:

The purpose of this Invitation to Bid (ITB) is to obtain quotes for Air Charter Services for the University of Louisville Athletic Association (ULAA) team travel for the 2020-2021 Atlantic Coast Conference (ACC) season for our Men's / Women's Basketball - Baseball – Softball schedules. Attached to this ITB is a matrix of Cities and Dates for our Regular season / Tournament travel. The full ACC schedule hasn't been released as of the date of this ITB, however, due to time constraints, we would like to commence with this bid effort using the schedule information we currently have available. Upon receipt of the full schedules an addendum will be sent to the bidders to complete the dates currently shown as TBD. We anticipate the full schedules will be available within the next week to ten days.

It is the intention of ULAA to obtain the highest quality Air Charter Services available to meet the needs of our Student Athletes, Coaches and Staff. All bidders should include in their proposals a detailed summary of their Company Background and Qualifications. Information should be provided on how you evaluate and monitor your affiliated charter operators with respect to Customer Service, Training, Experience, Safety Management and Regulatory Compliance. Please provide 3-5 customer references and note any Industry Affiliations, Certifications and Awards.

INSTRUCTIONS FOR PRICING DATA:

- I. Vendors are to submit pricing using attached spreadsheet for travel dates (IB-043-20 Addendum-1)
- II. All quotes should include the following information:
 - a. Aircraft Type
 - b. Operator Name
 - c. Seating Capacity
 - d. Fuel Base Charge
 - e. De-Icing included / not included
 - f. Catering description
 - g. Wi-Fi included / not included
 - h. Broker Name
 - i. Any specific notes that apply for that travel date

SCORING CRITERIA:

The following criteria will be used to evaluate bids:

I. Pricing / 40%

II. Available Aircraft / 30%

III. Past Experience - References / 30%

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INSTRUCTIONS TO BIDDERS

Article 1 PREPARATION OF BID

Each Bidder shall furnish the information required by the solicitation. The Bidder shall sign the solicitation, print or type their Name, Firm, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer.

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 bids should be submitted on two-sided recycled paper containing 30% post consumer waste where possible. When bid is submitted on recycled paper, vendors must complete the attached Recycled Content Form and return it with their bid.
- Bidders should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Bidders should refrain from using binders where possible, especially for the copies being requested.
- Bidders should present peripheral information (i.e. company & product brochures) on Flash-Drive or CD

Article 2 AUTHORITY TO CONTRACT

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

Article 3 MULTIPLE BIDS

Only one response per bidder will be accepted.

Article 4 AMENDMENTS TO BIDS & ADDITIONAL INFORMATION

Amendments to this Invitation to Bid 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 Procurement Services webpage - <http://louisville.edu/purchasing/bids>. Oral communication with any person(s) will not be construed as providing amending data 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

Article 5 INTERPRETATION OF BID

If any person contemplating the submission of a bid has any doubt as to the true meaning, of any part of the invitation, he/she should contact **Stephen McMillin** at **Stephen.mcmillin@louisville.edu**. Any interpretation of the specifications will be made by addenda and posted at <http://louisville.edu/purchasing/bids>.

Article 6 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this bid until a contractor is selected, the bidder's sole point of contact for this bid is:

- **Stephen McMillin**, University of Louisville, Department of Procurement Services (502-852-8224)

No campus visits are proposed as a part of this Invitation to Bid. If bidders choose to visit the campus, please be aware that no interviews or meetings will be granted by University personnel. Bidders should not 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 stated within this Invitation to Bid will be entertained. Written responses will then be distributed via addendum and posted at <http://louisville.edu/purchasing/bids>.

For violation of this provision, the University shall reserve the right to reject the bid.

Article 7 PRE-BID CONFERENCE

N/A

Article 8 JOB-SITE TOURS

N/A

Article 9 PERMITS AND CODES

N/A

Article 10 PROTECTION AT SITE

N/A

Article 11 CLEAN-UP

N/A

Article 12 QUESTIONS

Vendors requesting clarifications to this Invitation to Bid may submit in writing questions for official response by the University. Questions should be sent via email to **Stephen McMillin** at **Stephen.mcmillin@louisville.edu** no later than **02:00 PM DATE 09/13/19**.

All questions received shall be addressed by the University via addenda and sent to all known recipients of the Invitation to Bid. Addenda may also be viewed at: <http://louisville.edu/purchasing/bids>

Article 13 RECEIPT OF BIDS

Bids 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 bids received will be given to the Buyer responsible for the bid. Bids received after this time shall be deemed non-responsive as per 200 KAR 5:307 Section 4 and will not be considered for award.

Article 14 SUBMISSION OF BIDS

Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Office specified in the solicitation. The Bidder shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Bidder on the face of the envelope.

Telegraphic bids and/or telegraphic modifications to a bid shall **NOT** be acceptable. Signed, written bid must be received by the Department of Procurement Services by the official bid opening date.

NOTE: Bidders sending their Bids 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 bid due date and time specified.

All vendors are required to enter their bid prices where indicated on the University of Louisville Invitation to Bid form. Pages of figures showing how vendors arrived at their bid prices are not pertinent to this Invitation and should not be submitted with the bid responses.

**The Bid/Quote number must appear on the outside of the envelope.
The Bids/Quotes must be signed and delivery dates given.**

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

Article 15 PROPRIETARY INFORMATION

N/A

Article 16 MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified by written notice received prior to the exact hour and date specified for receipt of offers. A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bidders. Bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. Bids that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Procurement Services.

Article 17 FIRM PRICING

Except as otherwise provided, bid prices must be firm. Bid prices subject to qualifications such as: in effect on receipt of contract/order, escalation or other variables, may be rejected as non-responsive.

Article 18 TERMS AND CONDITIONS

The only acceptable Terms and Conditions are contained within this Invitation to Bid and within the University General Terms and Conditions for a Purchase Order which can be found at:

http://louisville.edu/purchasing/vendors/PO_terms_and_conditions

Bidders shall not include any additional Terms and Conditions. Inclusion of any additional Terms and Conditions of the bidder may be cause for rejection of bid.

Article 19 FOB DESTINATION

N/A

Article 20 DELIVERIES

N/A

Article 21 MULTIPLE DELIVERY LOCATIONS

N/A

Article 22 PARKING

N/A

Article 23 QUANTITIES OF BID

N/A

Article 24 EXCEPTIONS TO CONTRACT ORDERING

N/A

Article 25 ALTERNATE BRANDS/SPECIFICATIONS

N/A

Article 26 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 Bidders or contractors shall take this into consideration when submitting their bid. Exemption certifications shall be furnished upon request to cover exemptions where applicable.

Bidders 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. All bidders or contractors shall take this into consideration of their bid.

Taxes, Workmen's Compensation, Etc.

The prime bidder 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.

Article 27 SUSTAINABILITY

N/A

Article 28 RECOVERED MATERIALS

N/A

Article 29 CATALOGUE NUMBERS

N/A

Article 30 INSPECTION

N/A

Article 31 WARRANTY

N/A

Article 32 GENERAL GUARANTEE

N/A

Article 33 BID, PAYMENT & PERFORMANCE BONDS

N/A

Article 34 DAMAGES

N/A

Article 35 DAMAGE TO PROPERTY

N/A

Article 36 INSURANCE

Insurance Requirements for Standard Contracts

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

MINIMUM COVERAGE AMOUNT

<i>Type of Insurance</i>	<i>Minimum Limits of Liability</i>
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 coverages.

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.

Article 36A BUILDERS RISK INSURANCE

N/A

Article 37 ASBESTOS

N/A

Article 38 ASBESTOS CONTAINING MATERIALS

N/A

Article 39 CONFLICTING CONDITIONS

N/A

Article 40 SPECIAL SCOPE REQUIREMENTS

N/A

Article 41 UNIVERSITY SUPPLIED MATERIALS

N/A

Article 42 AWARD OF CONTRACT

The award will be made to the Lowest Responsive/Responsible Bidder which offers the best value to the University and meets the terms, specifications and conditions of this Invitation to Bid. If not feasible to award in the manner proposed, the Department of Procurement Services reserves the right to change the method of award.

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 bid to arrive at a lump sum figure which will be the basis of the award.

The University reserves the right to reject any or all offers and to waive minor technicalities.

A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party. Until the date on which a purchase order is issued, nothing herein shall be considered to constitute a binding agreement.

A primary and secondary contract will be awarded to the vendors deemed to be the lowest responsive and responsible bidders. In the event the primary contractor cannot fulfill the University's needs, the Secondary contractor will be utilized.

Article 43 RECIPROCAL PREFERENCE

N/A

Article 44 OTHER STATE AGENCIES

N/A

Article 45 BID PROTESTS

(KRS45A.285; KRS164A.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 Vice President of Finance/CFO, who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via certified mail to the Vice President of Finance/CFO designee. The ruling of the Vice President of Finance/CFO 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.

Article 46 CONTRACT PERIOD

The contract established from this ITB will be for a period of ten (10) months with the option to renew for N/A additional years. All prices shall be firm for the length of the established contract.

Article 47 CONTRACT CHANGES

During the period of contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University.

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

The University reserves the right to add like type items/services to the established contract upon mutual consent of both parties.

Article 48 AMENDMENTS

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

Article 49 COMPLETION OF CONTRACT

N/A

Article 50 CONTRACT RENEWAL

N/A

Article 51 CONTRACT CANCELLATION

TERMINATION OF CONTRACT FOR CONVENIENCE

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 Contractor. Upon receipt from the University Department of Procurement Services, "Notice of Termination", the Contractor shall discontinue all services with respect to the applicable contract. The contractor 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 Contractor 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.

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 Contractor.
- 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

Article 52 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.

Article 53 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 credit card which is Visa.

Article 54 EQUIPMENT SAFETY REQUIREMENTS

All equipment offered against this Invitation to Bid 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. Bidders, by completing and submitting a bid in response to this Invitation to Bid, do certify that any equipment proposed shall be in full compliance with all of the above applicable safety standards.

Article 55 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.

Article 56 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 Accessible 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.

Article 57 PCI COMPLIANCE

N/A

Article 58 CONFLICT OF INTEREST

Firms responding to this Invitation to Bid 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 part of the bid response. Definition of 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.

Article 59 KENTUCKY CAMPAIGN LAWS:

By signing this bid document, the vendor representative certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, 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.

Article 60 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of this bid 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.

Article 61 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.

Article 62 ANTI-KICK BACK

N/A

Article 63 ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION

Vendor's signature on this solicitation response certifies that the vendor, 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 vendor, 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 vendor 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.

Article 64 AUDITED FINANCIAL STATEMENTS

N/A

Article 65 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**. Vendors should review this Code of Conduct prior to submission of bid. Submission of Bid and signature on this document indicates vendor's acceptance to this policy.

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

Article 66 CONDUCT OF EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while performing work under this contract is prohibited.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No employee, contractor or subcontractor employee shall fraternize, use abusive language, make either verbal or suggestive overtures to or with the students, staff and general public while performing assigned duties under this contract.

Article 67 SMOKE FREE CAMPUS

N/A

Article 68 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 bid. Awarded vendors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

Article 69 TREATMENT OF PERSONAL INFORMATION

N/A

Article 70 OTHER INFORMATION

Any questions regarding this Invitation to Bid should be directed to:

Stephen McMillin

Department of Procurement Services

University of Louisville

Louisville KY 40292

Stephen.mcmillin@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.¹

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.
- 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.

¹ 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.

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- 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, offerer, 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.²

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

N/A

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

N/A

11. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

N/A

12. TERMINATION

N/A

13. LOBBYING/ANTI-KICK BACK

N/A

14. ACCESS TO RECORDS

N/A

15. AUDITS

N/A

² 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.