

NOTICE

Please acknowledge Receipt of this
Request for Proposal upon delivery!

Acknowledgements should be sent
via e-mail to:

lila.mcgruder@louisville.edu

Attn: Lila N. McGruder

Include: Name, Company Name, Address, Phone & Fax Number and
E-Mail Address on all acknowledgements.

REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL:	RP-035-20
DATE ISSUED:	08/29/2019
TITLE:	LAUNDRY SERVICES FOR SCRUBS AND TOWELS INCLUDING RENTAL- Animal
BUYER NAME:	Resource Center
EMAIL CONTACT:	LILA MCGRUDER
METHOD OF AWARD:	lila.mcgruder@louisville.edu
	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: 09/19/19 @ 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-035-20** 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 WITH PROPOSAL

NO BID RESPONSE

RP Number: RP-035-20

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

SCOPE

On behalf of the Animal Resource Center, the University is soliciting proposals from qualified vendors to provide weekly laundry services for scrubs and towels including the rental of these items and the weekly laundering only (no purchase or rental) of lab coats. The service includes providing appropriate laundry hampers to the locations and adhering to all safety procedures of the individual facilities. Unless otherwise stated, all items remain the property of the vendor and supplied at requested inventories at the contracted unit price. The University reserves the right to add like-type items to the Scope of this contract.

The delivery address for the six locations in the RFP:

UofL Baxter #2 Health Science Center: UL: 580 S. Preston Street
UofL Baxter CTRV building: UL: 505 S. Preston Street
UofL Baxter: UL: 570 S. Preston
RRC: UL: 301 Abraham Flexner Way
MDR: UL: 301 Abraham Flexner Way
CII: UL: 301 Abraham Flexner Way

MANDATORY INFORMATION -- PROVIDED WITH THE PROPOSAL

1. Company Profile – Provide company background information, including number of years in business, location of processing plant, number of employees, certifications and experience of personnel, and a complete list/description of relevant services your firm provides. Provide details regarding delivery method – via company truck or 3rd party carrier, etc.
2. Provide the name, address, telephone, fax and email address of the person within your company that will be the University's primary contact with your firm if awarded a contract.
3. Fully, describe laundering program including any quality control measures employed by your firm. Include a detailed explanation of how the laundering of lab coats that will be managed.
4. Provide a detailed explanation of your Firm's delivery, billing and inventory tracking system that is proposed for this program at the University of Louisville. Provide samples of each.
5. Vendor shall provide a minimum of three (3) references from like type facilities. Include Facility, Contact, Phone, and Length of Service. The references must reflect that acceptable services that have been provided in the last five years.
6. Provide a catalog or descriptive literature with pictures of the garments to be supplied clearly marked. The University reserves the right to accept or reject any garment within this Request for Proposal.
7. Laundry and Rental Services Proposal Cost Sheet.

SPECIFICATIONS AND CONTRACTOR REQUIREMENTS

1. The weekly service will be every Friday (52 weeks/year). For weeks that a national holiday falls on Friday, the service will occur on Thursday of the same week. The vendor at each location will retrieve all soiled scrubs and towels, then supply with clean scrubs and towels equivalent in quantity and style that were retrieved from the previous week's pickup. Vendor must supply the scrub/towel hampers of adequate size at each University site. Vendor shall keep hamper's clean and in good repair.
2. All garments and towels must be grouped by item, color and size at time of delivery. Garments and O/R Blue towels are to be pressed and folded. White Bath towels are to be folded. All items shall be poly wrapped in accordance with the needs of the department and delivered to each department's designate location.
3. Vendor shall inspect regularly and keep all garments/products in good condition and replace them as they become stained, frayed, excessively faded or worn/thread bare. **Replacements of garments due to the aforementioned reasons shall be at no additional charge to the University or program.**
4. Lost or damaged items shall be reported to the University representative for each specific location to determine a replacement cost prior to invoicing. Replacement cost shall be based on a depreciated value of the garment per the replacement cost provided on the Request for Proposal and subsequent contract.
5. Scrubs shall not be washed with industrial uniforms under this contract.
6. Vendor shall provide and update periodically the University of Louisville Research Resource Center Facilities Manager with a schedule of cleaning agents and Material Safety Sheets for products used in the cleaning process.
7. Vendor shall be able to provide the following colors of scrubs in the styles indicated in this Request for Proposal. Hunter Green, Carribean Blue, Purple, Wine, Navy Blue, Red, and Ceil Blue. See "Garment and Linen Weekly Usage Summaries provide in this Request for Proposal.

Each location shall have the same manufacturer brand of garments, as mixed brands at a location are unacceptable.
8. Vendor shall adhere to all University of Louisville required safety and de-contamination processes regarding entrance to restricted areas. Additionally, the vendor shall conform to all of O.H.S.A. standards regarding the proper handling and processing of bio-contaminated items.
9. Vendor shall have an inventory system for accurately tracking and accounting all garments within this program. **This shall be provided within the program charges to the University.**
10. Garments to be provided are 65/35npoly-cotton blended items or equivalent. Tops are to be uni-sex with breast pockets. The pants are uni-sex and have drawstrings. Sizes and colors must be available for sizes ranging from X-Small to 5X large. At a minimum garment shall be adequately labeled with size and UofL Health Sciences.
11. White bath towel size 20" x 40" minimum made of 100% terry cotton. 5 lb. per dozen.
12. O/R Blue towel size 18" x 31" minimum made of microfiber.
13. The University is interested in adding the laundering only (no purchase or rental) of lab coats to the scope of an awarded contract. The lab coats will remain the property of the University. It is estimated that there are approximately 50-100 lab coats per week at various Animal Resource Center (ARC) locations that would require laundering services.

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14. The University reserves the right to add or delete building locations and modify existing inventory at any time upon mutual consent of both parties. Additional items/counts should be available within 2 weeks of request.
 15. Vendor agrees that all garments and towels shall be in new condition under any resultant contract of this contract of this Request for Proposal. This will require comprehensive, on-site visits to each location as necessary to obtain correct sizes and quantities.
 16. *** **"Outgoing count (must be) performed at each facility"**.

LAUNDRY AND RENTAL SERVICES PROPOSAL COST SHEET

*****Attached is Individual uniform count and colors for various departments.**

1. Unit Price of Weekly Program Service:

- a. Scrub Top \$ _____/Each
- b. Scrub Pant \$ _____/Each
- c. White Bath Towel \$ _____/Each
- d. Blue O/R Towel \$ _____/Each

2. Replacement Cost for Lost or Damaged units that is directly attributed to the actions of the University:

- a. Scrub Top \$ _____/Each
- b. Scrub Pant \$ _____/Each
- c. White Bath Towel \$ _____/Each
- d. Blue O/R Towel \$ _____/Each

3. Unit Price of Weekly Laundering only (no purchase or rental) of approximately 50-100 Lab Coats at the various ARC locations:

- a. \$ _____/Each

4. Detail minimum Automatic Replacement Costs (ARC), if any. Use additional sheet if needed.

- a. \$ _____/Each

5. Detail any other costs (laundry bags, etc.) for which you will charge to provide this laundry service program. Use additional sheets if needed.

- a. \$ _____/Each

If bidding other than the brand and stock number listed on the “Garment Linen Weekly Usage Summaries” provided in this Request for Proposal, this must be indicated above and bidder must provide descriptive literature as explained in the Alternate Brands section page #9 of this proposal.

***All freight, packaging, handling, and delivery fees are included in the unit cost* Reference Article 20 in the Instructions to Proposers section of this RFP.**

AWARD CRITERIA

Price of Supply and Processing	70%
Program Ability to provide Service described	15%
Vendor Tracking Procedures / Security Devices	10%
Customer Service	5%
Total	100%

TIMELINE FOR PROPOSED SCHEDULE – LAUNDRY SERVICES OF SCRUBS AND TOWELS INCLUDING RENTAL

RFP Issue date	August 29, 2019
Questions Due	Noon on Tuesday, September 10, 2019
Proposal Due Date	September 19, 2019 at 2:00 PM
Short List	Week of September 27, 2019
Award Announcement	October 04, 2019

Note: All dates are subject to change

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INSTRUCTIONS TO PROPOSERS

Article 1 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.
- 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 CD or DVD whenever practicable.

Article 2 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.

Article 3 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.

Article 4 MULTIPLE REQUEST FOR PROPOSALS

Only one RFP response per company will be accepted.

Article 5 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

Article 6 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 **(Lila McGruder)** via e-mail at **(lila.mcgruder@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:

- **Lila McGruder, University of Louisville, Department of Procurement Services (lila.mcgruder@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.

Article 8 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 **Lila McGruder** at **lila.mcgruder@louisville** no later than noon on **September 10, 2019**. 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>.

Article 9 PRE-PROPOSAL CONFERENCE

N/A

Article 10 JOB-SITE TOURS

N/A

Article 11 PERMITS AND CODES

N/A

Article 12 PROTECTION AT SITE

N/A

Article 13 CLEAN-UP

N/A

Article 14 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 Six (6) copies of their proposal.

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

Article 15 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).

Article 16 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.

Article 17 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.

Article 18 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.

Article 19 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

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.

Article 20 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.

Article 21 DELIVERIES

Reference attached Specifications and Contractor Requirements document.

Article 22 MULTIPLE DELIVERY LOCATIONS

Reference attached Specifications and Contractor Requirements document.

Article 23 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.

Article 24 QUANTITIES

It is herein set forth that all historical quantities provided 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.

Article 25 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).

Article 26 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.

Article 27 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.

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.

Article 28 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.

Article 29 RECOVERED MATERIALS

N/A

Article 30 CATALOGUE NUMBERS

N/A

Article 31 INSPECTION

N/A

Article 32 WARRANTY

N/A

Article 33 GENERAL GUARANTEE

N/A

Article 34 BID, PAYMENT & PERFORMANCE BOND

N/A

Article 35 DAMAGES

N/A

Article 36 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.

Article 37 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.

Article 37A BUILDERS RISK INSURANCE

N/A

Article 38 ASBESTOS

N/A

Article 39 ASBESTOS CONTAINING MATERIALS

N/A

Article 40 CONFLICTING CONDITIONS

N/A

Article 41 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

Article 42 INTERVIEW AND NEGOTIATION SESSIONS

N/A

Article 43 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>.

Article 44 OTHER STATE AGENCIES

Unless otherwise stated in the Offeror's response to this RFP, any resulting contract may be extended for use to other Commonwealth of Kentucky Agencies, Universities and Green City Cooperatives.

Article 45 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.

Article 46 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 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 47 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 of 5 years, with the option to renew for 5 additional (1) one year periods. All initial prices shall be firm for the first year of the contract. The University of Louisville, upon agreement with all parties, shall have the option to extend the contract up to one year.

Article 48 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.

Article 49 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 50 CONTRACT RENEWAL

Any contract resulting from this RFP may be renewed by mutual agreement between the vendor and the University. Renewal shall be based on satisfactory performance of the vendor for the work described in the specifications. The vendor shall submit a request for renewal of contract no later than 90 days prior to expiration of the contract. The University may make an evaluation of market conditions and, if justified, an increase or decrease of contract prices can be made based upon a present increase or decrease in prices of raw goods. An agreed upon renewal will be recorded by way of an amendment to the contract.

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

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 corporate Visa procurement card.

Article 54 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 55 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.

Article 56 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.

Article 57 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.

Article 58 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 59 EQUIPMENT SAFETY REQUIREMENTS

N/A

Article 60 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 61 PCI COMPLIANCE

N/A

Article 62 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.

Article 63 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.

Article 64 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.

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**. 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](#).

Article 66 SMOKE-FREE CAMPUS

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

Article 67 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.

Article 68 TREATMENT OF PERSONAL INFORMATION

N/A

Article 69 OTHER INFORMATION

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

Lila McGruder
Department of Procurement Services
University of Louisville
Louisville, KY 40292
lila,mcgruder@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.

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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- 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.

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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.²

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.

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).