



PROCUREMENT SERVICES

Invitation to Bid (IB)

IB-045-24

Grawemeyer Electrical Gear

Bid Due Date

07/22/2024

12:00PM, EST.



Invitation to Bid

INVITATION TO BID NUMBER	IB-045-24
DATE ISSUED:	7/2/2024
BID TITLE:	Grawemeyer Electrical Gear
CATEGORY / COMMODITY NAME	Electrical Equipment
SPEED TYPE:	
CONTRACT ADMINISTRATOR NAME/EMAIL:	Evan Riddell / evan.riddell@louisville.edu
METHOD OF AWARD	Competitive Sealed Bid per KRS 45A.080

**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.
Electronic bid submissions will not be accepted.**

ADDRESS:

DELIVERY BY U.S. MAIL	DELIVERY BY COURIER or OVERNIGHT CARRIER	DELIVERY IN PERSON
Department of Procurement Services	University of Louisville	University of Louisville, Service Complex
University of Louisville	Department of Procurement Services	Department of Procurement Services, Rm 107
Louisville, KY 40292	2215 S Brook Street	2215 S Brook Street
	Louisville, KY 40208	Louisville, KY 40208

BIDS MUST BE RECEIVED NO LATER THAN: 07/22/2024 @ 12:00 PM EST

- Bids will be opened and read publicly within specified times unless otherwise stated within this bid document. The University’s General Terms and Conditions, viewable at [Procurement Terms and Conditions](#) apply to this IB, as do the terms and conditions set forth in Section % of this IB. No other terms should be included.

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 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 Supplier 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](#), [KRS 45A.330](#) to [KRS 45A.340](#), [KRS 45A.990](#) and [KRS 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 [KRS 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:	FEDERAL EMPLOYER ID NO:	DUNS#:
ADDRESS:	CITY, STATE & ZIP CODE:	PHONE#:
PAYMENT TERMS: NET 30	SHIPPING TERMS: FOB DESTINATION, PREPAID & ADD	E-MAIL:
SIGNATURE:	PRINTED NAME & TITLE:	DATE:

1. **GENERAL OVERVIEW**

1.1. **University Information**

The University of Louisville (“University”) is a state-supported research university located in Kentucky’s largest metropolitan area. It was a municipally supported public institution for many decades prior to joining the university system in 1970. The University has three (3) campuses. The 287-acre Belknap Campus is three (3) miles from downtown Louisville and houses eight (8) of the university’s twelve (12) colleges and schools. The Health Sciences Center (HSC) is situated in downtown Louisville’s medical complex and houses the university’s health-related programs and the University Hospital. The 243-acre Shelby-Hurst Campus located in eastern Jefferson County.

1.2. **Mission Statement**

The University pursues excellence and inclusiveness in its work to educate and serve its community through:

- Teaching diverse undergraduate, graduate, and professional students to develop engaged citizens, leaders, and scholars;
- Practicing and applying research, scholarship, and creative activity, and;
- Providing engaged service and outreach that improve the quality of life for local and global communities.

The University is committed to achieving preeminence as a premier anti-racist metropolitan research university.

1.3. **Vision Statement**

The University will be recognized as a great place to learn, a great place to work, and a great place in which to invest because we celebrate diversity, foster equity, and strive for inclusion.

1.4. **Supplier Diversity and Procurement**

The University is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Minority-Owned and Woman-Owned Business Enterprises (MBE/WBE) consist of minority, women, disabled, veteran, and disabled veteran owned business firms that are at least fifty-one percent (51%) owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work center for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons. The University expects its suppliers to support and assist in this effort.

Among the University’s goals for MBE/WBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers.
- Educate suppliers on “how to do business” with the University.
- Support diverse suppliers seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement.
- Encourage participation of qualified diverse suppliers by directing them to agencies that can benefit from their product or service.
- Provide resources for diverse suppliers.
- Sponsor events to assist diverse suppliers in becoming active, responsible, and responsive participants in the University’s procurement opportunities.

For additional information regarding how diverse suppliers may participate in this RFP, submit any questions to the Contract Administrator as indicated in Section 3.1 of this solicitation by the deadline for written questions date.

2. **BID FORMAT AND REQUIREMENTS**

2.1. **Key Event Dates***

Release of IB	07/02/2024
Deadline for Written Questions	07/10/2024 by 12:00PM, EST.
Bid Opening	07/22/2024 at 12:00PM, EST.

*All dates are subject to change

2.2. Intent and Scope of Work

The University of Louisville Procurement Services, on behalf of Physical Plant Department (PPD), will receive bids for the purchase of select electric equipment that will be installed as part of the Life Sciences Building Renovation Project. The equipment purchase scope includes the following items:

- 13.8KV Medium Voltage (MV) Switchgear
- 500KVA, 13.8KV - 120/208V Transformer
- 1600A, 120/208V, 3Ph, 4W- Replacement Switchgear
- Exterior Pad mounted LG&E Metering Switch

Please see **Exhibit A and B** for drawings and specifications as prepared by University consultants for the above referenced equipment. **Note: The MV Switchgear must fit within the building footprint and maintain all required NEC clearances.**

Performance, capabilities, capacities, and additional characteristics shall comply with the bid documents, which all shall be incorporated into any future purchase order. Bidders shall furnish manufactures specifications, maintenance manuals, measurements, proposed schedule, pricing, and submittal data sufficient to determine compliance with the criteria set forth in the drawings and specifications (Exhibit A and B).

All bid submissions must meet the minimum specification and performance criteria set forth in these bid documents. Product submissions must be determined by the University to meet or exceed fully the minimum essential and salient characteristics for the project. The burden of proof of equality shall be the responsibility of the bidder. If the Owner judges the material or equipment is not equal to that named in the specifications, the bid shall be rejected. The Owner's decision shall be final. Bidders must enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in the rejection of the bid.

Bidders are not to include additional terms and conditions with their bids. If the bidder takes exception to any of the University's terms and conditions, they must be noted within the bid submission. The terms and conditions contained herein are the only acceptable terms and conditions. Including additional terms and conditions may result in the rejection of the bid. Submission of a bid and acceptance by the University shall mean that the bidder has read and agreed upon the terms and conditions contained herein.

Delivery Requirements

- FOB Destination is a requirement.
- Provide delivery schedule/lead times (dates) for each piece of equipment.
- The ultimate delivery destination is not yet known and may be changed prior to manufacturing completion and shipping.

Award Criteria

Price is the main consideration; however, the University will also consider the contractor who offers the best value when determining who will be awarded the contract using the following criteria:

- Quality of the equipment offered (Equal to or better than specified)
- Proposed schedule/lead times
- Vendor responsibility, services offered, and warranty offered (see warranty requirements Exhibit A and B)
- Past performance
- Adherence to the specifications – any deviations from the specifications as outlined above need to be addressed in the bidder's submittals. If the University determines that the bidder did not adequately meet the specifications as outlined in these bid documents, the bid may be rejected.

2.3. Required Submittals

The following list specifies the items to be addressed in the bid submission. Bidders should read it carefully and address it completely, and in the order listed below, to facilitate the University's review of the bid. Bids shall be organized into the sections identified below:

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form – Page 2
- Completed MBE/WBE Forms – Section 2.3.2
- Bidder Qualifications (Exhibit C):

<https://louisville.box.com/s/f75sok1t8k5trjpahutg6l7fci89d06h>

- Technical Bid
 - Equipment/material lead times
 - All requested data sheets, diagrams, etc.
- Financial Bid (separate envelope, clearly labeled)
 - Form of Proposal – Lump Sum and Detailed Schedule of Values (Exhibit D) – which can be found at the following link:

<https://louisville.box.com/s/f75sok1t8k5trjpahutg6l7fci89d06h>

2.3.1 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Bidder shall sign, completely and accurately, and return the Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form found on Page 2 of this solicitation. The person signing the bid must initial erasures or other changes. A bid signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing authority. The signer shall further certify that the bid is made without collusion with any other person, person, company, or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal Bidder.

2.3.2 MBE/WBE Forms

The University has a goal of 5% participation by MBE/WBE Suppliers for all regular procurements. There is a goal of 25% participation by MBE/WBE Suppliers for all Construction procurements. Bidder shall describe in detail their company’s commitment to diversity, equity, and inclusion. Bidder shall include a description of their efforts to do business with MBE/WBE Suppliers as they conduct their own business. In addition, please complete and return the forms below with your bid response.

CHECK ALL THAT APPLY	DIVERSE BUSINESS DESCRIPTION
	Small Business
	Minority Owned
	Black Owned
	Woman Owned
	Veteran Owned
	Veteran Disabled Owned
	Disabled Owned
	Hispanic Owned
	Native American Owned
	Asian or Pacific Islander Owned
	Diversity not indicated

CHOOSE ONE	OWNER RACE / ETHNICITY
	American Indian or Alaskan Native
	Asian
	Black or African American
	Hispanic or Latino
	Native Hawaiian or Other Pacific Islander
	White
	Other

2.3.3 Technical Bid Response

The Technical Bid Response shall provide the University with detailed information covering all components requested in Section 2.2 Intent and Scope of Work. If Supplier is unable to provide or respond to all components requested, Supplier should indicate so.

- Descriptive literature – product data sheets, diagrams, etc.
- Equipment lead times

2.3.4 Financial Bid Response

- Form of Proposal (Exhibit D) – which can be found at the following link:
<https://louisville.box.com/s/f75sok1t8k5trjpahutg6l7fci89d06h>

3. INSTRUCTIONS TO BIDDERS

3.1. Bidder Communications

To ensure that IB documentation and subsequent information (modifications, clarifications, addenda, written questions, and answers, etc.) are directed to the appropriate persons within the Bidder's firm, each Bidder who intends to participate in this solicitation is to provide the following information to the Contract Administrator of record below. Prompt, thorough compliance is in the best interest of the Bidder. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Bidder. Without the prompt information, any communication shortfall shall reside with the Bidder.

- Name of primary contact
- Mailing address of primary contact
- Telephone number(s) of primary contact
- Email address of primary contact
- Additional contact persons with same information provided as primary contact.

This information shall be transmitted by email to:

Evan Riddell
evan.riddell@louisville.edu
University of Louisville, Procurement Services
2215 S Brook St.
Louisville, KY 40292

All communication with the University regarding this IB shall **ONLY** be directed to the contracting officer listed above. **Failure to do so may result in disqualification of submitted proposal.**

3.2. Preparation of Bid

In the interest of supporting the University'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 thirty percent (30%) post-consumer waste where possible.
- Bidders should refrain from using excessing and unnecessary packaging when shipping or mailing their response.
- 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 a flash drive.

3.3. Authority to Contract

Supplier 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.

3.4. Multiple Bids

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this IB. Bidders must determine their single best offering based on the quality specified. Bids not conforming to this requirement and multiple bids from the same Supplier will be rejected.

3.5. Amendments to Bids & Additional Information

Amendments to this solicitation may be necessary prior to the closing date and will be furnished in the form of written addenda that will be published on the University of Louisville Procurement Services Bid/RFP webpage found here: [University of Louisville Active Bids and RFPs](#). 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 Active Bids and RFPs](#).

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

3.6. 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 solicitation, he/she/they should contact the Contract Administrator indicated in Section 3.1 of this solicitation. Any interpretation of the specifications will be made by addenda and posted at [University of Louisville Active Bids and RFPs](#).

3.7. Restrictions on Communications

From the issue date of this solicitation until a supplier is selected, the bidder's sole point of contact for any communication for this bid is the Contract Administrator indicated in Section 3.1 of this solicitation.

No campus visits are proposed as part of this solicitation unless specified and scheduled. If bidders choose to visit the campus, please be aware that no interviews or meetings will be granted by University personnel to discuss this solicitation. Bidders should not attempt to contact or meet with any campus representatives regarding this solicitation. To ensure fair and equal treatment, only questions submitted in writing by the date stated in Section 2.1 of this solicitation will be entertained. Written responses will then be distributed via addendum and published at [University of Louisville Active Bids and RFPs](#).

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

3.8. Pre-Bid Meeting

N/A

3.9. Job-Site Tours

N/A

3.10. Permits, Licenses, Codes, and Taxes

The Bidder awarded a contract from this solicitation shall procure any and/or all necessary permits and licenses from the authorities governing such work and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under the resulting contract is performed. Evidence that such permits have been issued shall be furnished to the University, if requested, before beginning work. Building permits, when required, shall be procured by the Supplier.

The Bidder must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Bidder need not be registered as a prerequisite for responding to this solicitation.

Any Bidder awarded a contract from this solicitation shall pay any sales, use, personal property, and other tax arising out of this contract and the transaction completed hereby. Any other taxes levied upon the resulting contract, the transaction, equipment, or services delivered pursuant hereto shall be the responsibility of the awarded Supplier.

The awarded Supplier will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law (but not limited to) old age pension, social security, or annuities.

3.11. Protection at Site

N/A

3.12. Clean-Up

N/A

3.13. COVID-19 Safety Requirements

Bidders, awardees, their subcontractors, and all associated personnel, while on any University property or University controlled property, must follow all current University, state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual's nose and mouth.

- Further details regarding the University COVID-19 safety procedures can be found here: [University COVID-19 Response](#)
- Current CDC guidelines can be found here: [CDC Guidelines](#)
- Current Kentucky COVID-19 Resources can be found here: [KY COVID-19 Resources](#)

3.14. Questions

Suppliers requesting clarifications to this solicitation may submit, in writing, questions for official response by the University. Questions should be sent via email to the Contract Administrator indicated in Section 3.1 of this solicitation no later than the date and time indicated in Section 2.1.

All questions received, in writing by the indicated deadline, shall be addressed by the University via addenda, sent to all known recipients of this solicitation, and published on [University of Louisville Active Bids and RFPs](#).

3.15. Receipt of Bids

Bids must be received in the Department of Procurement Services, 2215 S Brook Street, Belknap Campus, Louisville, KY 40292, in a sealed envelope not later than the date and time specified in Section 2.1. Bids received after this time shall be deemed non-responsive as per and will not be considered for award.

3.16. Submission of Bids

Bids and modification thereof shall be enclosed in sealed envelopes and addressed to the Office specified in the solicitation. The Bidder shall show, clearly and legibly, 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.

Technical and Financial Bid Responses should be sent in separate envelopes, clearly marked as to their contents.

Telegraphic bids and/or modifications to a bid SHALL NOT be acceptable. **Signed, written bid must be received by Procurement Services by the date and time specified in Section 2.1 and no exceptions will be allowed.**

NOTE: Bidders sending their Bids via 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 Procurement Services prior to the bid due date and time specified.

3.17. Alternate Brands/Specifications

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

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

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

3.18. Proprietary Information

If a response to this IB contains information which is deemed by a Bidder 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 University representatives. A Bidder cannot classify any information pertaining to contract terms, experience, proposed products, or proposed pricing as proprietary information. All information and material returned with each bid should become part of any contract, which results from this IB and will become part of public record. All bids are subject to the Kentucky Open Records Act [KRS 61.870-884](#).

3.19. Modification or Withdrawal of Bids

Bids may be modified by written notice received prior to the exact hour and date specified in Section 2.1. 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 specified in Section 2.1. Bids received at the office designated in the solicitation after the exact hour and date specified will not be considered. Bids that have clerical errors or any irregularity are subject to correction only with concurrence of University Procurement Services.

4. TERMS AND CONDITIONS

4.1. Firm Pricing

Except as otherwise provided, bid prices must be firm for the first two (2) years of any resulting contract from this solicitation. Bid prices subject to qualifications such as: in effect on receipt of contract/order, escalation, or other variables, may be rejected as non-responsive.

4.2. Payment Terms

The Supplier shall be paid, within thirty (30) days after receipt of a proper invoice sent to the University Controller's Office, at the prices stipulated for items delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made in advance, or for partial deliveries.

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

4.3. Freight – F.O.B. Destination

All bids in response to this solicitation must be based on F.O.B Destination, all freight prepaid and add, included in the Unit Price. No other terms are acceptable; any bids that do not comply with the above will be rejected. The Supplier will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the Supplier.

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

4.4. Deliveries

Unless otherwise specified in this solicitation, delivery as soon as possible is desired; therefore, consideration may be given to the earliest date as stated by the Bidder.

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

As provided in this solicitation, the Bidder will clearly state in their bid the time required for the delivery upon receipt of contract or purchase order. Delivery time must be specific and such phrases “as required”, “as soon as possible”, or “prompt” have no meaning and will cause for rejection of the bid.

When delivery is not made as provided in the resulting contract, University Procurement Services reserves the right to make the purchase on the open market, with any cost more than the contract price paid by the successful Bidder. Failure of the Supplier to meet contract delivery dates may also be cause for cancellation, removal from the University Bidder’s List, or both.

4.5. Multiple Delivery Locations

Most orders will be delivered to a single location (Department or Central Receiving, Belknap Campus, Louisville, KY). However, the University does support Outreach Offices located throughout the Commonwealth of Kentucky. Submission of Bid indicates your company’s acceptance to make deliveries to all University locations at the same price and discounts. Due to the changing needs of higher education, the University reserves the right to add/delete delivery sites to the established contract resulting from this solicitation. Bidders must have the capability to deliver furniture items directly to the ordering department, if applicable.

4.6. Parking

Suppliers that have entered into a contract and/or agreement with the University for sales or service may purchase a parking permit at the established fee. Location of parking will be designated at the time of the permit purchase. Suppliers parking on University property without valid permits shall be subject to ticketing, booting, or impoundment.

Current fee schedule and additional information can be found here: [University of Louisville Parking](#)

4.7. Quantities of Bid

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

4.8. No Arbitration

Binding arbitration to resolve a controversy or claim arising out of or relating to this contract, or breach thereof, is expressly rejected and may not be sought by either party hereto. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

4.9. Exceptions to Contract Ordering

The University reserves the right to make purchases for like type products or services from other suppliers 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).

4.10. Taxes

The University 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 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 Supplier, for the performance of any resulting contract for the University, 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 may be entitled to exemption from Federal Excise Tax. All Bidders or suppliers shall take this into consideration of their bid.

Other Taxes, Worker's Compensation, Etc.

The Prime Bidder or supplier will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law, including but not limited to, old age pension, social security, or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

4.11. Sustainability

The University is dedicated to acquiring products and services that are in accordance with our commitment to sustainability. For judging sustainability, the following description applies:

Sustainable Development is enhanced through sound Environmental, Social, and Economic practices and technologies that minimize 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.

4.12. Recycled Content / Recovered Materials

Bidder will note that bid requires recovered materials be used in the production of this item in accordance with [KRS45A.500-540](#) and [200KAR 5:330](#)

Bidders will find a Certification of Product Content Form for quoted items at the link below. The certification **must be signed, date, and returned** with the bid documents prior to the date and time specified. Failure on the Bidder's part to complete these sheets, sign, and return the certification shall deem your bid non-responsive. If an item is not available in recycled materials or Bidder is unable to bid as such, Bidder must state that item bid is not made from recycled materials.

[Recycled Content / Recovered Materials Certification Form](#)

4.13. Inspection

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

4.14. Warranty

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

Bidders bidding on a commodity with a product warranty involved must be able to offer service by their company or through a servicing agency. A list of such agency or agencies, including agency contact phone, email, and address must be included with the bid response.

A copy of the warranty will be furnished upon delivery of equipment to the University. Warranty coverage is required as specified within the drawings and specifications.

Payment to the Supplier shall constitute acceptance by the University. In the event unacceptable/faulty equipment, the University will contact the Supplier for prompt replacement. All warranties shall begin no earlier than upon delivery and acceptance by the University. Warranties for product(s) procured on the University Visa corporate card (ProCard) shall be exempt from "acceptance" upon payment.

All warranties shall begin no earlier than upon delivery and acceptance by the University.

4.15. General Guarantee

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the University shall constitute an acceptance of work done, in accordance with the contract documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faulty material or workmanship. The contract shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period specified. The University shall give notice of observed defects with reasonable promptness.

4.16. Bid, Performance and Payment Bonds

N/A

4.17. Damages

N/A

4.18. Damage to Property

The awarded Supplier 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 Supplier's employees.

4.19. Insurance Requirements

N/A

4.20. Builders Risk Insurance

N/A

4.21. Asbestos

N/A

4.22. Asbestos Containing Materials

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

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

4.23. Conflicting Conditions

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

4.24. Special Scope Requirements – Roofing

N/A.

4.25. Award of Contract

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

Prior to contract award, University Procurement Services shall complete a review of the Supplier(s) against the appropriate governmental exclusion/debarment/suspension lists. Any Suppliers who are identified as potential matches will be reported to the Institutional Compliance Office for verification procedures prior to contract award. Procurement Services will not proceed with a contract award to any Supplier verified as a positive match, without consultation with the Institutional Compliance Office and appropriate University Administration.

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 bids and to waive minor technicalities.

No work is to be performed or materials ordered prior to a contract being fully executed or a purchase order issued. A Notice of Award document SHALL NOT be considered to constitute a binding agreement.

When applicable, the University shall use "Life Cycle Cost Analysis" as an evaluated component of the best value award process per [KRS 45A.615](#). Products (energy/water consumption and building system components) shall be evaluated on, but not limited to: product cost, installation, operation, maintenance, and disposal costs. Suppliers shall be required to include any requested Life Cycle Cost information and calculations associated with the use of their products with the submitted bid. Failure to supply Life Cycle Cost information may deem your response as non-responsive.

Products include, but are not limited to:

- General appliances (refrigerators, freezers, washers, dryers, etc.)
- Computers/IT equipment
- Building system components
- Select plumbing items
- Select electrical items

4.26. Reciprocal Preference

In accordance with [KRS 45A.494](#) a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with [KRS 45A.494\(2\)](#) and [KRS 45A.494\(3\)](#), respectively.

Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit ([Resident Bidder Status Form](#)) affirming that it meets the criteria as set forth in the above referenced statute. ***This condition does not apply to procurements utilizing Federal funds.***

4.27. Other State Agencies

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

4.28. Bid Protests

([KRS 45A.285](#) [KRS 164A.555](#) to [KRS 164A.630](#))

Any Bidder or prospective Bidder, Offeror, or Supplier who is aggrieved in connection with the solicitation or selection of award of a contract by the University, may file a protest via Certified Mail, addressed to the Director of Procurement Services, within two (2) 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 [University of Louisville Awarded Bids](#). All protests must be in writing and must use the phrase "Bid Protest" in the letter. The Chief Procurement Officer 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 (4) calendar days, addressed to the Executive Vice President of Finance and Administration (EVP F&A), who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via Certified Mail to the EVP F&A designee. The ruling of the EVP F&A shall be the final action on behalf of the University.

In the event of a bid protest, the University may notify the successful Bidder 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 of Procurement Services at (502) 852-7211.

4.29. Contract Period

N/A

4.30. Contract Changes

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

Should the Supplier find at any time that existing conditions make modifications in requirements necessary they shall promptly report such matter to Procurement Services for consideration and decision.

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

4.31. Amendments

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

4.32. Completion of Contract

N/A

4.33. Contract Renewal

N/A

4.34. Contract Cancellation

1. Termination of Contract for Convenience

The University Procurement Services reserves the right to terminate any contract resulting from this solicitation for its own convenience without cause upon a thirty (30) day written notice to the Supplier per [200KAR 5:312](#). Upon receipt from the University Procurement Services, "Notice of Termination", the Supplier shall discontinue all services with respect to the applicable Contract. The Supplier 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 Supplier will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee contract will be prorated (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.

2. Termination of Contract for Nonperformance

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

- Malperformance, nonperformance, substitution of commodities, or failure to comply with specifications given herein in whole or in part by the Supplier.
- 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 Supplier, which in the opinion of the University is not in its best interest, or failure to comply with the terms of the contract.
- Failure to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements contained herein.
- 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 Supplier in any proceeding filed by or against Supplier thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Supplier, the fact if said petition in order that Supplier 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 Supplier.

3. Termination of Contract for Supplier Violations

The University reserves the right to cancel any resulting contract from this IB for failure by the Supplier for violations including, but not limited to:

- Commonwealth of Kentucky and University Conflict of Interest policies
- Commonwealth of Kentucky Campaign Finance Laws
- OSHA, Labor, and Tax Collection Violations
- Governmental Program Certification
- Failure to register firm with the Kentucky Secretary of State
- Failure to post requested bond if required
- Failure to maintain required insurance

4. Fiscal Funding Out

The University reserves the right to cancel and/or suspend the established contract resulting from this solicitation, per [200KAR 5:312](#), 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, through 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 resulting contract if changes in University policy and/or the way business is conducted regarding contracted services.

4.35. Payment of Invoices

The Supplier shall be paid, Net 30, upon receipt of the submission of proper invoices, to the University Controller's Office at the prices stipulated for items delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

Invoices may also be sent for processing to Physical Plant - janie.burton@louisville.edu.

4.36. Stock Bids Only

N/A

4.37. Equipment Safety Requirements

All equipment offered against this solicitation 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 NFPA 70 National Electric Code. Bidders, by submitting a bid in response to this solicitation, do certify that any equipment proposed shall be in full compliance with all the above applicable safety standards.

4.38. Indemnification

Indemnification by the University to indemnify the Supplier or any of its subcontractors or otherwise 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). University does not waive any of the rights, privileges or immunities available to Kentucky state agencies, and any conflicting provision in the terms and conditions or agreement provided by the vendor is rejected.

Any Supplier awarded a Contract as a result of this solicitation shall defend, indemnify, and hold harmless the University, its affiliated entities, their trustees, officers, employees, and agents from and against all costs, losses, and expenses (including reasonable cost of attorneys' fees) by reason of liability imposed by law upon the Supplier for damages resulting from the Supplier's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting there from, sustained by any person or persons including the Supplier's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the Supplier, provided however, that nothing contained herein shall require the Supplier to indemnify the University for such injuries to persons or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission, or willful misconduct of the University, its officers, employees, and agents. Any cap or limitation on the amount of the liability included in its response is rejected. Any limitation of liability requires specific acceptance by the University (e.g., via an amendment signed in writing by both parties).

4.39. No Arbitration

Binding arbitration to resolve a controversy or claim arising out of or relating to any resulting contract, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

4.40. Conflict of Interest

Any Bidder responding to this solicitation is required to disclose any potential conflict of interest. If the owner of the organization is related to a University employee, that relationship must be disclosed in writing and made part of the bid response.

For the purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great-:

- Parent
- Child or Ward
- Sibling
- Uncle or Aunt
- First cousin
- Nephew or niece

- Spouse, domestic partner, significant other

4.41. Compliance State Laws

The Supplier shall conform to and observe all laws, ordinance, rules, and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards, or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purpose, business, or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court, Frankfort, Kentucky in accordance with KRS [45A.245](#).

4.42. Kentucky Campaign Laws

The Supplier representative certifies that neither he/she/they nor any member of his/her/their immediate family having an interest of ten percent (10%) or more in any business entity involved in the performance of any resulting contract, has contributed more than the amount specified in [KRS 121.056\(2\)](#), to the campaign of the gubernatorial candidate elected at the election last preceding the date of the contract resulting from this solicitation. The signee further swears under the penalty of perjury that neither he/she/they or the Supplier which he/she/they represents, has knowingly violated any provision of the campaign laws of the Commonwealth of Kentucky, and that the award of a contract to him/her/them or the Supplier which he/she/they represents will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky

4.43. Violations Of and Compliance with Kentucky Laws

The Supplier shall reveal to the University any final determination of a violation by the Supplier or subcontractor with the previous five (5) year period with the provisions of KRS Chapters [136](#), [139](#), [141](#), [337](#), [338](#), [341](#), and [342](#) that apply to the Supplier or subcontractor. The Supplier shall be in continuous compliance with the provisions of KRS Chapters [136](#), [139](#), [141](#), [337](#), [338](#), [341](#), and [342](#) as they apply to the Supplier or subcontractor for the duration of the contract. The Supplier shall provide a report from the Kentucky Labor Cabinet for all subcontractors indicating there have been no violations during the aforementioned period.

Awarded Supplier will be required to register with the Kentucky Department of Revenue to collect and remit the Sales and Use Tax imposed by KRS Chapter [139](#) and in compliance with House Bill 609, dated May 21, 2008.

4.44. Americans with Disability Act (ADA) Compliance

N/A

4.45. Payment Card Industry (PCI) Compliance

N/A

4.1 Treatment of University Data/Information

N/A

4.46. Eligibility to Participate in Governmental Programs Certification

Supplier's signature on this solicitation response certifies that the Supplier, and where applicable subcontractor(s), or any person performing services under the resulting contract (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 Supplier, and where applicable subcontractor, or any person performing services under the resulting contract from this solicitation becomes ineligible for participation in such governmental programs in the future, the Supplier will have a process in place such that subcontractor(s) and any person performing services under the resulting contract will promptly notify the Supplier of such ineligibility. The Supplier will notify the Contract Administrator indicate in the header section on page 2 of this solicitation within seventy-two (72) hours of the Supplier becoming aware of the governmental ineligibility of the Supplier, subcontractor(s), or any person performing services under the contract.

4.47. Audited Financial Statements

The University reserves the right to request audited financial statements from any and/or all firms submitting bids to this solicitation to adequately evaluate a firm's financial stability in performing the services as outlined within this solicitation. 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. The documents will be marked so in the bid file and will not be subject to open records inspection/requests.

4.48. Supplier Code of Conduct

The University 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 policy. Suppliers should review this policy (below) prior to submission of bid. Submission of Bid and signature on bid documents indicates Supplier's acceptance to this policy.

4.49. Conduct of Employees

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Supplier or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Supplier and shall be subject to automatic dismissal by the Supplier.

Supplier must maintain the work environment free of discrimination, verbal, and sexual harassment, keeping in compliance with all Affirmative Action Plans. No Supplier or subcontractor shall fraternize, use abusive language, make either verbal or suggestive overtures to or with the students, staff, and the general public at or near the facility or job site. Job conduct and responsibilities shall be discussed regularly at subcontractor meetings.

4.50. Smoke Free Campus

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

4.51. Prime Contractor Responsibility

Any contract(s) that may result from the solicitation shall specify that the Supplier(s) is/are solely responsible for fulfillment of the contract with the University.

5 SUPPLIER CERTIFICATION (This project is not federally funded)

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

The term "Supplier", as used in this section, refers to the entity that is supplying the goods or services to the University 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 similar term.

The term "Contract", as used in this section, 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 or one of its affiliated corporations.

The term "University 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.

5.1 Equal Opportunity Clause

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- v. 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 the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vi. 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 cancelled, 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 or 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.
- vii. Supplier will include the provisions of Paragraphs (i) through (vii) 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 provision 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.

5.2 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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:

- i. 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 (iii) and (iv) of this clause are not required.
- ii. 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.
- iii. The reports required by Paragraph (i) 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.
- iv. The Supplier shall submit a report within thirty (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.
- v. 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. If 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.
- vi. 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 U.S. Virgin Islands.
- vii. 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.
- viii. 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, 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 U.S. 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. "Disable 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 5, 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 5, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

5.3 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(Applicable to Supplier exceeding \$10,000 in Contracts with a University 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:

- i. 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 (iii) and (iv) of this clause are not required.
- ii. 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.
- iii. The reports required by Paragraph (i) 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.
- iv. The Supplier shall submit a report within thirty (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.

- v. 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. If 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.
- vi. 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 U.S. Virgin Islands.
- vii. 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.
- viii. 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, 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 U.S. 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. "Disable 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 5, 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 5, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

5.4 Certificate of Nonsegregated Facilities

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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 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. 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.

5.5 Employment of Individuals with Disabilities

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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:

- i. That it will not discriminate against any employee or applicant for employment because of physical or mental disability regarding 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:
 1. Recruitment, advertising, and job application procedures.
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.
 3. Rates of pay or any other form of compensation and changes in compensation.
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 5. Leaves of absence, sick leave, or any other leave.
 6. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
- ii. That it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- iii. 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.
- iv. 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).
- v. 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.
- vi. 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 provision 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.

5.6 Affirmative Action Program Requirement

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University 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.

5.7 Filing Certificate

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

5.8 Affirmative Action Certificate

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a University 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 subcontracts and suppliers.¹

5.9 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 University 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 University affiliated entity or federal entity providing the funding. The University affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any University affiliated entity. In determining the appropriate sanction and/or penalty, the University 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 ten (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 University 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.

5.10 Davis Bacon Act (This project is not federally funded)

(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 University affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

5.11 Contract Work Hours and Safety Standards Act

(Applicable to federal 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 more than 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.

5.12 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 University affiliated entity of any such violations.

¹ Non-construction 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.

5.13 Termination

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

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

5.14 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 U.S.C. 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, completions, 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:

- i. 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.
- ii. 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 University affiliated entity.
- iii. 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.

5.15 Access to Records

(Applicable to any federally funded Contracts)

The University affiliated entity reserves the right to inspect, upon reasonable advance notice by the University 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 the Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the University affiliated entity in a timely fashion as reasonably requested by the University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to the performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

5.16 Audits

(Applicable to any federally funded Contracts)

Supplier assures University 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 University affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). The University 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 University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with GAAP relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

5.17 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.

5.18 Debarment and Suspension (Executive Orders 12549 and 12689)

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in 2 CFR part 180 restrict awards, subaward, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

5.19 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

5.19.1 For purposes of this section:

5.19.1.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.19.1.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.20 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

5.20.1.1 Procure or obtain;

5.20.1.2 Extend or renew a contract to procure or obtain; or

5.20.1.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that used covered telecommunications equipment or services as a substantial or essential component of any system, or a critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.20.1.4 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), head of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected business, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and ensure that communications services to users and customers is sustained.

5.20.1.5 See Public Law 115-232, section 889 for additional information.

5.20.1.6 See also §200.471.

5.21 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

5.21.1.1 “Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.21.1.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.22 Never Contract with the Enemy

Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

6. Foreign Corporation Registration (Out-of-State Corporations):

Pursuant to KRS 271B.15-010, any Out-of-State corporate contractor must be properly registered with the Kentucky Secretary of State, before transacting any business within the state of Kentucky. The statute states “(a) foreign corporation...shall not transact business in this state until it obtains a certificate of authority from the Secretary of State.” The registration form and instructions are found at https://web.sos.ky.gov/forms/corp/FBE-Certificate%20of%20Authorization_Foreign%20Business%20Entity.pdf.

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 University affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the University affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).