

**REQUEST FOR PROPOSAL NUMBER - RP-054-14**

**DATE ISSUED – 03/14/2014**

**METHOD OF AWARD - COMPETITIVE NEGOTIATION**

**TYPE OF COMMODITY – Scientific Supplies and Equipment**

**NAME OF BUYER – BOBBI CARLTON**

**TELEPHONE NUMBER - (502) 852-8215**

The University of Louisville, Department of Contract Administration & Procurement Services, will receive sealed Proposals at the address hereon until the time and date shown below.

**RETURN ADDRESS**

**PROPOSALS SHOULD BE SENT TO THE DEPARTMENT BY ONE OF THE FOLLOWING METHODS:**

**DELIVER BY U.S. MAIL TO:**

Department of Purchasing  
University of Louisville  
Louisville, KY 40292

**DELIVER BY COURIER OR OVERNIGHT CARRIER TO:**

University of Louisville  
Department of Purchasing  
201 Warnock St  
Louisville, KY 40208

**PROPOSALS MUST BE RECEIVED NO LATER THAN: April 18, 2014 at 3:00pm (EST)**

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

Equal Employment Opportunity - All parties must be in compliance with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

**AUTHENTICATION OF PROPOSAL AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

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

1. That the attached Proposal covering University of Louisville, Department of Contract Administration & Procurement Services Request for Proposal Number **RP-054-14** has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation designed to limit independent competition.
2. That the proposer is legally entitled to enter into the contracts with the University of Louisville, an agency of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.325, to 45A.330 to 45A.340, 45A.990 and 164.821(7).
3. Proposer 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.
4. Proposer 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.
5. That I have fully informed myself regarding the accuracy of the statements made above.

This offer is valid for \_\_\_\_\_ calendar days from the date this proposal is received.

SIGNED BY \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

FIRM \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

AREA CODE ( \_\_\_\_\_ ) TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

DUNN & BRADSTREET \_\_\_\_\_

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

<b>NO BID RESPONSE FORM</b>
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**RP Number:** RP-054-14

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

☐

Too busy at this time

☐

Not engaged in this type of work

☐

Project is too large or small

☐

Cannot meet mandatory specifications (Please specify below)

☐

Other (Please specify)

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Company Name

Name

---

Street Address

Authorized Signature and Date

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City, State, Zip

Title

Please return to:	University of Louisville Contract Administration & Procurement Services Service Complex Building Louisville, KY 40292
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## 1.0 Scope Statement

The University of Louisville and University of Kentucky Departments of Purchasing are requesting proposals from qualified Scientific Supply vendors to establish a Prime Vendor and Secondary Vendor Contracts for Laboratory Products/Supplies including Equipment. Upon the successful conclusion of this Request for Proposal (RFP) process there will be the selection of a single common vendor by both Universities to establish the most cost-effective and efficient long-term Prime Vendor Scientific Supply and Secondary contracts, while maintaining high standards of quality and service.

The selected Prime Vendor will be the one that is best able to provide both Universities with an innovative and unique approach to the requirements and desired outcomes of the process as specified within this RFP. More specifically, selection will be based on the proposal and subsequent negotiations that will produce maximum value to both Universities through enhanced technology, superior customer service, streamlined processes, greater financial benefits and lower total operating cost.

Additionally the primary goals for this RFP process are:

- Establish long term mutually beneficial Prime Vendor and Secondary contracts with suppliers of laboratory supplies.
- Ensure University contracts and pricing reflect the value of the combined University's accounts.
- Align contracts with primary needs of University researchers.
- Increase the purchasing power of research grants and appropriated research dollars.
- Make the latest technologies and services available to researchers through vendor partnerships.
- Make available to researchers the technical assistance and knowledge of market leading life science suppliers.
- Improve and streamline the purchasing process for all end users.

The Universities are requesting that all respondents use their expertise and experience to propose a customized solution for the acquisition of scientific products/supplies. The Universities anticipate one of those solutions to reduce costs may include a limitation of choice as a means of cost reduction. All such possible solutions are welcomed and will be equally considered.

The contract established as a result of this RFP will be for routinely used scientific products.

Other items such as furniture, equipment, maintenance etc. *may be purchased* from the successful vendor, but University departments will not be required to do so. Any proposed solution that includes limited choice should be submitted as an alternate.

Although not guaranteed by either University, the combined spending available through this contract has been averaging \$7.9 million annually.

## 2.0 University Information

The University of Louisville is a state supported Research University with a student population greater than 22,000 students and is located in Kentucky's largest metropolitan area. It was a municipally supported public institution for many decades prior to joining the Kentucky University system in 1970. The University has three campuses. The 287-acre Belknap Campus is three miles from downtown Louisville and houses seven of the university's 11 colleges and schools. The Health Sciences Center is situated in downtown Louisville's medical complex and houses the university's health related programs and the University of Louisville Hospital. The 243-acre Shelby Campus is located in eastern Jefferson County.

James R. Ramsey serves as the seventeenth president of the University, focusing on three overarching points for the University: teaching, research, and service to its community and the advancement of educational opportunity for all citizens thereof. Additional information about University of Louisville is available at <http://louisville.edu/about/profile.html#facts> and at [www.louisville.edu](http://www.louisville.edu).

### 3.0 Timeline\*

Release of RFP	March 14, 2014
Pre-Proposal Conference	March 26, 2014 at 10:00 AM
Deadline for Written Questions	April 2, 2014 at 12:00 PM
RFP Proposals Due Date	April 18, 2014 at 3:00 PM
Offeror Presentations *	Week of May 12, 2014
Award Notification*	June 2, 2014
Contract Start	July 1, 2014

\* The Potential Offeror Presentations and Contract Award are projected dates.

**\*All dates subject to change.**

### 3.1 Offeror Communication

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the Uof L Purchasing Officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via e-mail upon receipt of this RFP Document to:

Bobbi Carlton, Buyer Sr.  
Contract Administration and Procurement Services  
University of Louisville  
Service Complex Building  
Louisville, KY 40208  
E-mail: [bobbi.carlton@louisville.edu](mailto:bobbi.carlton@louisville.edu)

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above. Failure to comply may be grounds for rejection of proposal.

## 4.0 Instructions to Vendors

### 4.1 Preparation of Offers

#### 4.1.1 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form (Front Cover Sheet)

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; 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 Offeror.

#### 4.1.2 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a) A Statement of understanding the intended scope for this RFP and the intended award process.
- b) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- c) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- d) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- e) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- f) A statement that identifies the Confidential Information as described in Section 6.22 Confidentiality.

**Note: Offeror's shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

#### 4.1.3 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

#### 4.1.4 Environmentally Friendly Proposal

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

All proposals should be submitted on two-sided recycled paper containing 30% post-consumer waste whenever possible. Vendor should refrain from using excessive and unnecessary packaging when shipping or mailing their responses. Vendor should refrain from using superfluous binders where possible, especially for the copies being requested. Vendor should present peripheral information (i.e. company and product brochures) on CD or DVD whenever practicable.

#### 4.2 Authority to Contract

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

#### 4.3 Pre-Contractual Expense

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

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

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

#### 4.4 Multiple Request for Proposals

Only one RFP response per company will be accepted. Firms should consider closely their formal response to the University and reply in FULL to the University's requirements and request for information. All responses shall be evaluated and awarded based upon the vendor offering the Best Value to the University. "Canned" responses to this RFP are highly discouraged. The University is looking for new and innovative approaches to a Prime Vendor Program at the University of Louisville.

#### 4.5 Amendments to Request for Proposal

Amendments to this Request for Proposal may be necessary prior to the closing date, and will be furnished in the form of written addenda sent to each known prospective Vendor. Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and conveyed to each known prospective Vendor.

#### 4.6 Interpretation of Request for Proposal

If any potential Vendor contemplating the submission of a Request for Proposal has any doubt as to the true meaning of any part of the invitation, he/she should contact **Bobbi Carlton, Buyer Senior, (502) 852-8215**. Any interpretation of the specifications will be made by written addenda duly issued to each known potential to have received a proposal, pursuant with Section 4.5 of this document.

#### 4.7 Restrictions on Communications

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

• **Bobbi Carlton, Buyer Senior, University of Louisville, Contract Administration & Procurement Services (502-852-8215)**

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

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

#### 4.8 Questions

Any Vendor requesting clarifications to this Request for Proposal may submit their questions, in writing, for official response by the University. Questions should be submitted via email to Bobbi Carlton at [bobbi.carlton@louisville.edu](mailto:bobbi.carlton@louisville.edu) no later than **Noon, April 2, 2014**. The University will provide a written response to all questions received by the stated date and time, by way of an addenda sent to each known Vendor of the Request for Proposal. Addenda may also be viewed at: <http://louisville.edu/purchasing/bids>

#### 4.9 Pre-Proposal Conference

**A Pre-Proposal Conference for this Request for Proposal will be held at Papa John's Cardinal Stadium, 5th Floor Press Club, on Wednesday March 26, 2014 at 10:00 AM**

The purpose of this meeting is to allow prospective contractors an opportunity to ask questions and clarify the Universities' expectations. This conference provides Offerors an opportunity for oral questions.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 4.8.

The Universities will prepare written responses to all questions submitted and make them available to all Offerors. The questions and answers will be made part of the RFP and may become part of the final contract.

**Note: No transcript or report of Pre-Proposal Conference will be provided.**



#### 4.10 **Proposal Submission and Deadline**

Offeror must provide:

**For UK:** One (1) electronic copy on a flash drive and Twelve (12) printed copies of each Technical Proposal under a sealed cover and One (1) electronic copy on flash drive and Twelve (12) printed copies Financial Proposals under separate sealed cover, prior to 3:00 P.M. EST on date as specified in Section 3.0 Key Event Dates and addressed to the Purchasing Officer in care of the University of Louisville as listed in Section 3.1 Offeror Communication.

**For UofL:** One (1) electronic copy on flash drive and Six (6) printed copies of each Technical Proposal under a sealed cover and One (1) electronic copy on flash drive and Six (6) printed copies Financial Proposals under separate sealed cover, prior to 3:00 PM EST on date as specified in Section 3.0 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.1 Offeror Communication.

It is recommended that proposals be sent via FedEx or UPS addressed to:

**University of Louisville  
Office of the Contract Administration & Procurement Services  
Service Complex Building  
201 Warnock St  
Louisville, KY 40208**

Proposals shall show the closing time and date specified, the solicitation number, and the name and address of the Offeror on the face of the package. **Each respective technical proposal shall be submitted in a sealed package and the financial proposal shall be submitted in a separate sealed package for each University (UofL / UK).** Regardless both packages shall have identical information on the cover, with the addition that one will state “**Technical Proposal**”, and the other, “**Financial Proposal**” and **SHALL clearly indicate UofL Proposal or UK Proposal.**

**The University of Louisville will act as distribution and receiving agent for this Request for Proposal on behalf of both Universities.** (Release of original proposal, any addenda issued and proposal receipt).

**The University of Louisville also accepts hand deliveries of RFP’s Monday through Friday from 8:00 am – 4:30 pm EST. However, RFP’s must be received by 3:00 pm EST on the date specified on the RFP in order to be considered.**

**Proposals received after the closing date and time will not be considered and shall be deemed non-responsive as per 200 KAR 5:307 Section 4 and will not be considered for award. In addition, proposals received via fax or email are not acceptable.**

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

#### 4.11 Proprietary Information

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

#### 4.12 Modification or Withdrawal of Offers

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

#### 4.13 Receipt of Request for Proposals

The University of Louisville will act as distribution and receiving agent for this Request for Proposal. (Release of original proposal, any addenda issued and receipt).

Both UofL and UK Request for Proposals must be received in the Office of the Contract Administration & Procurement Services, 201 Warnock Street, Belknap Campus, Louisville, Kentucky 40208, in sealed packages no later than **3:00 PM. EST**, on the specified date, at which time all proposals received will be given to the Buyer responsible for the proposal. Proposals received after this time shall be deemed non-responsive as per 200 KAR 5:307 Section 4 and will not be considered for award.

#### 4.14 Firm Pricing

Unless otherwise provided, negotiated, or otherwise agreed upon, proposed prices and discounts will be considered firm for the entire duration of the established/current contract period (First 12 Months). Prices bid subject to qualifications such as: in effect on receipt of contract/order, escalation or other variables, may be rejected as non-responsive.

“Core / Hot List” items/prices shall be mutually adjusted on an on-going basis in order to achieve maximum savings to the University throughout each contract period.

#### 4.15 FOB Destination

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

#### 4.16 Multiple Delivery Locations

Orders will be made direct (Desktop) to various locations on Belknap, HSC and Shelbyhurst Campuses. Additionally the University does support Outreach Offices located throughout the state and deliveries may be required at those sites. Submission of a Proposal indicates your Company's acceptance to make deliveries to all 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. Bidders must have the capability to deliver furniture items directly to the ordering department and include installation if necessary.

#### 4.17 Parking

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

Fee schedule as of 10-1-13 (Subject to Change without Notice)

Annual Rate: \$436.00

Monthly Rate: \$ 40.00

Weekly: \$ 10.00

Daily permits may be purchased on-line at [www.louisville.edu/parking](http://www.louisville.edu/parking)

#### 4.18 Quantities

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

#### 4.19 Exceptions to Contract Ordering

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

#### 4.20 Alternative Brands/Specifications

Unless otherwise specified, manufacture, brands, models, etc. referenced in this Request for Proposals are meant to provide a historical account of purchases and to establish a minimum standard of quality only. Bidders may bid mfg, brand, model(s) that they consider to be equal or closely comparable. Substituted items must be clearly identified and Unit of Measure must be equal to or calculated to the Unit of Measure as specified.

#### 4.21 Taxes

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

##### Federal Excise Tax

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

##### Taxes, Workmen's Compensation, Etc.

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

#### 4.22 Sustainability

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

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

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

#### **4.23 Not Applicable to this RFP**

#### 4.24 Inspection

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

All equipment shall be in compliance with all applicable codes

#### 4.25 Warranty

The manufacturer's most favorable warranty offered to preferred customers, shall apply to all items submitted for consideration in response to this RFP. A copy of such warranty shall be furnished to the University upon delivery of the equipment or product.

All equipment warranties shall begin upon acceptance and first use of the equipment and verified by the contractor.

#### 4.26 Insurance

##### Insurance Requirements for Standard Contracts

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

##### MINIMUM COVERAGE AMOUNT

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

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

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

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

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

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

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

#### **4.27 Award of Contract – Competitive Negotiation**

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

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

It is the intention of both University’s to award a Prime Vendor Contract for general scientific products/supplies (products/scientific supplies that are distributed by multiple distributors or are proprietary in nature) to a single prime vendor responding to this RFP. A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful Vendor shall be deemed to result in a binding contract without further action by either party, and all terms and conditions of this Request for Proposal are hereby incorporated into any such contract.

Evaluation award criteria:

- Offer Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful performance and Implementation
- Incentive and Marketing
- Other Additional Services

The University reserves the right to make and negotiate multiple award(s) to other vendors for those items that are/may be proprietary in nature and available through that vendor alone.

#### **4.28 Reciprocal Preference**

In accordance with KRS 45A.490 to 45A.494, a resident Vendor of the Commonwealth of Kentucky shall be given a preference against a nonresident Vendor. In evaluating proposals, the University will apply a reciprocal preference against any Vendor submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Vendor. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Vendor claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

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

#### **4.29 Other State Agencies**

Unless otherwise stated in the Vendor’s response to this RFP, any resulting contract may be extended for use to other Commonwealth of Kentucky Agencies and Universities upon mutual agreement of all parties.

#### 4.30 Interview and Negotiation Sessions

Request for additional information and /or interviews may be required with any Vendor submitting a responsive proposal. The University does however reserve the right to limit any on-campus and /or teleconference interviews to the top two or three evaluated proposals, or may elect to proceed with contract negotiations with the highest evaluated proposal if deemed to be in the best interest of the University and that proposal was clearly the best/only proposal received. Should negotiations with the highest evaluated proposal fail to produce a formalized contract, the University reserves the right to enter into negotiations with the next highest evaluated proposal or cancel the original RFP whichever would best serve the interest of the University. Regardless, all proposals and additional sessions shall be governed by KRS45A.085.

#### 4.31 Disposition of Proposals

All proposals become the property of the University of Louisville. The successful proposal and any post RFP communications will be incorporated into the resulting contract by reference.

#### 4.32 Contract Period

The contract resulting from this RFP shall be effective for **Five (5) years** and is renewable for up to **Five (5)** additional one-year renewal periods. The total contract period will not exceed **Ten (10)** years. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals, including if required the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

#### 4.33 Contract Changes

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

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

#### 4.34 Amendments

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

#### 4.35 Contract Renewal

Any contract resulting from this RFP may be renewed by mutual agreement between the vendor and the University. Renewal shall be based on satisfactory performance of the vendor for the work described in the specifications. The vendor shall submit a request for renewal of contract no later than One Hundred Twenty (120) days prior to expiration of the contract. The University may make an evaluation of market conditions and, if justified, an increase or decrease of contract prices can be made based upon a present increase or decrease in prices of raw goods. An agreed upon renewal will be recorded by way of an amendment to the contract.

### 4.36 Contract Cancellation

#### TERMINATION OF CONTRACT FOR CONVENIENCE OR NECESSITY

The University of Louisville, Department of Contract Administration & Procurement Services, reserves the right to terminate this contract for its own convenience without cause upon a thirty (30) day written notice to the Vendor. Upon receipt of the University "Notice of Termination", the Vendor shall discontinue all services with respect to the applicable contract by the date stated in the notification. The Vendor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped.

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

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

#### TERMINATION OF CONTRACT FOR NON-PERFORMANCE

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

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



## TERMINATION OF CONTRACT FOR CONTRACTOR VIOLATIONS

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

### **4.37 Fiscal Fund-Out Clause**

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

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

### **4.38 Payment of Invoices**

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

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

### **4.39 Request for Proposal Protests**

**(KRS45A.285; KRS164A.555 TO 164A.630)**

Any actual or prospective Bidder, Vendor, or Contractor who is aggrieved in connection with the solicitation or selection for award of a contract by the University of Louisville, may file a protest via Certified Mail addressed to the Director of Contract Administration & Procurement Services within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. An up to date posting of current awards can be found at [http://louisville.edu/purchasing/bids/awarded\\_bids.html](http://louisville.edu/purchasing/bids/awarded_bids.html). All protests must be in writing and must use the phrase "**Request for Proposal Protest**" in the letter. The Director of Contract Administration & Procurement Services shall review all facts presented and render a determination, in writing, promptly to the aggrieved person.

The aggrieved person may appeal the determination in writing via Certified Mail within four calendar days addressed to the Associate Vice President for Business Affairs who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via certified mail to the Director of Contract Administration & Procurement Services. The ruling of the Associate Vice President shall be the final action on behalf of the University.

In the event of a bid protest, the University may notify the successful Vendor 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 Assistant Director of Procurement Services, (502) 852-8224.

#### **4.40 Indemnification**

Any liability of the University to indemnify the Contractor as specified, shall be in accordance with Kentucky Revised Statutes KRS 44.070 to 44.160 (Board of Claims Act) and KRS 45A.245 through 45A.275 (Control Claims Act.)

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

#### **4.41 Conflict of Interest**

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

#### **4.42 Kentucky Campaign Laws**

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

#### **4.43 Compliance - State Laws**

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

#### 4.44 Violations of and Compliance with Kentucky Laws

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

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

#### 4.45 Eligibility to Participate in Governmental Programs Certification

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

#### 4.46 Supplier Code of Conduct

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

Supplier Code of Conduct: <http://louisville.edu/purchasing/policies/supplier-code-of-conduct.html>

#### 4.47 Smoke-Free Campus

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

#### 4.48 Supplier Certification

The awarded contractor will be required to sign and execute the "Supplier Certification" upon request by the University of Louisville A sample copy is attached to this document as **Attachment C**.

#### **4.49 Right to Audit**

The Company shall retain all University related records and documents and shall provide unlimited access, at reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless they are required to be retained longer by state or federal statute. The University reserves the right to audit such records and employ any auditor the University deems appropriate to perform an audit of the Company's records. Should an audit reveal incorrect invoices or improprieties, the University reserves the right to charge the Company for the cost of the audit and/or pursue appropriate reimbursement. In the case of gross and/or repeated billing discrepancies or improprieties, the University reserves the right to terminate the contract.

## 5.0 Detailed Specifications

**Each Offeror is required to provide a response to each item listed below and in the order in which requested. A Word Copy of this RFP is available upon request to assist in the preparation of your response. When preparing your response, please reference the section and item number of each response. Your responses to the detailed specifications will be the primary basis of our evaluation and subsequent award. Should you have any questions, please submit your inquiry, by the question deadline specified in Section 4.7 of this Request for Proposal.**

The specifications have been separated into 4 distinct categories (see Evaluation Award Criteria section 4.26) for the purpose of organizing responses to be reviewed by the University. In some cases, additional explanations of the items in each category are provided to ensure each Offeror is responsive to the needs of the University.

### 5.1 Products & Pricing

Our University's, along with most universities, has been confronted with continual reductions in State funding while balancing the need to maintain critical services. The result of these reductions has created a need to rigorously review every aspect of our business to identify potential costs reductions and revenue increases. The sourcing of products is obviously a prime target for the reduction of cost. The University is committed to this effort and as a means to that end, is willing to shift the culture of the institution relative to how scientific goods and services are procured at the University of Louisville.

The University of Louisville's current scientific contracts include a full line/range of scientific products/supplies, equipment and furnishings that are deeply discounted with a percentage off for all items listed in the full line or custom catalog. In general, there currently is no net price established for commodity items unless specifically requested by the University and quoted by the contracting supplier. It is the University's intention to establish a new contract for a Prime Scientific Vendor Contractor that can supply a broad range of commonly used products/supplies, equipment and furnishings for scientific use and application which provides the Best Value to the University and the departments. It is the intent of the University to order these commonly ordered products from the selected Prime Vendor. This awarded prime vendor contract shall be inclusive of all products distributed by that firm, and shall also include all "Z Contract Manufacturers" (products with established pricing to the University such as Owens Corning and Becton Dickenson, etc., products). We are asking each Vendor to propose a solution that will maximize our efforts at reducing the overall cost of scientific supplies/products, equipment and furnishings via cost avoidance or direct cost savings. As previously stated, the University welcomes and is seeking all innovative methods known to reduce our costs such as reducing order frequency and/or implementing minimum order sizes.

**Attachment A** includes a combined listing "Core /Hot List" products purchased by UofL and UK through our current general scientific supply contracts based upon a one year procurement period. Operating with the full knowledge that we are welcoming all options to reduce costs, we anticipate that each Offeror will respond with a proposal that will reflect the projected cost of purchasing the same amount of listed items within a given category (not necessarily the same identical item(s)) under your proposal.

The evaluation of this section will be completed by considering the Offeror's responsiveness and ability to meet all of the listed requirements, combined with the projected total cost as compared to all proposals received.

Firms are also requested to list items that have private label or manufactured for alternatives to the OEM

product.

### 5.1.1 Proposed Pricing

Using **Attachment A**, Offeror's shall respond with a revised Excel spreadsheet and document detailing a plan to reduce the overall cost to the University for the procurement of general scientific products titled "Core / Hot List".

The spreadsheet submitted should include the recommended "Core / Hot List" products, unit price and estimated annual expenditure on each item. **All items should be organized to demonstrate "Estimated Annual Spending" based upon both; top spend items and top quantity ordered items. Core / Hot List items shall be presented and included in Offeror's response to UofL and UK.** Whenever possible the exact item shall be priced to reflect an estimated annual savings assuming the same items were purchased. In addition, please create a secondary spreadsheet reflecting any "private label" comparable products from our original list to reflect the potential savings that could be realized by changing to these lower cost alternatives.

Please make sure to include a document detailing any assumptions that were used in determining the annual spending and estimated annual savings.

The Core/Hot List is by no means intended to be a static document. The selected Offeror will be required to provide each University with a quarterly review of our buying patterns and adjust the list accordingly. This adjustment may result in additions and/or removals from the list resulting from increased volume, decreased volume, new products, different buying patterns, etcetera.

### 5.1.2 Vendor & Category Discounts

Offeror shall provide a complete and current listing using the attached Excel spreadsheet (Attachment B) of all Scientific Manufacturers that are distributed by your firm including ones that would be considered an exclusive distributorship. Offeror shall provide a discount structure for each manufacture listed, product category or sub-category (as applicable, thus multiple discounts may be offered depending on manufactures product diversity) A discount structure including "private label" and "manufactured for" products as determined by the vendor shall also be included. In the event a new manufacture/product category is introduced containing no previously existing manufacture/products, Vendor is required to notify the University prior to sale of any products as these manufactures/product lines become available. The new manufacture/category will receive a discount mutually determined between the Vendor and the University.

Notwithstanding, the manufacture discount pricing proposed as part of the Offeror's initial response to this RFP, the University's and awarded Prime Vendor reserve the right to negotiate new volume based discount structures for any manufacture due to increased volumes.

Offers shall clearly provide a discount structure based upon both a Prime Vendor and a Secondary Vendor award as indicated on Attachment B. **All discounts shall apply for the duration of the established contract and shall be applicable to BOTH UofL and UK contracts.**

Categories for manufactures to include but not limited to, Chemicals, Life Science Products/Supplies, Small Equipment, Glass-Ware/Plastic-Ware and Furniture/Casework.

### **5.1.3 New Product Introductions**

Vendor will notify the University purchasing department quarterly of any new product introductions. As new products are introduced, products will be sold at list price, minus the discount for the product category the new product is placed in. In the event a product is introduced that is not in an existing category, procedures detailed in section 5.1.2 will apply.

### **5.1.4 Product Quality**

Demonstrate in your proposal how you balanced the University's need to reduce costs while still offering scientific products/supplies that meet the quality standards necessary to accomplish the functions for which they were designed. This should include but not be limited to specific information on: Scientific Products and Equipment.

### **5.1.5 University of Louisville Stockroom**

The University of Louisville operates a stockroom primarily for the purpose of having high usage items/supplies readily available. If there are mutually desirable outcomes in having the University Stockroom create an inventory of scientific supply items for direct delivery to campus, please describe those benefits. Describe any proposed stockroom program in detail, including if the material is consigned, purchased, and if products placed in the stockroom will be covered by a buy-back guarantee.

Assuming items were identified and the stockroom began stocking the most commonly ordered scientific products/supplies; please describe in detail any deeper discount that would be made available for bulk stockroom purchases. Additionally, please describe any technological advantages your company may have with regards to order integration and routing. For instance, is it possible for an item ordered through your e-commerce site to be automatically redirected to the University Stockroom for fulfillment?

### **5.1.6 Additional On-Campus Sales Programs**

Provide as part of your response, the location, sales data (including total sales, quantity, unit price, and discount for all products sold), rebates provided, and agreements signed, whether University or Vendor provides personnel to manage programs and any other details of any on-campus sales programs. This includes any freezer programs, stock cabinets, supply centers, etc. The University understands the value of these programs, and expects they will be continued as part of the established contract awards from this RFP. Failure to disclose any additional on-campus sales programs at the University may result in the disqualification of vendor from the RFP process and any resulting contract.

### **5.1.7 Cooperative Purchasing Agreement**

Please describe any existing agreements with other state agencies, universities, General Purchasing Organizations (GPO's) that could be leveraged to reduce the overall costs of scientific products/supplies to the University end users.

### **5.1.8 Pricing Duration**

Describe the length of time your proposed bid pricing will be considered firm and how unanticipated in-year price adjustments would be determined and communicated to the University. Note: that all “Core / Hot List” items shall be firm for the established contract period annually. Only adjustments would be for those items with an associated discounted structure.

### **5.1.9 Return Policy**

Detail your company’s process and policy for handling merchandise to be returned for credit. When does restocking fees occur, if any? Does one policy apply to all products and manufactures covered under this contract?

### **5.1.10 Product Availability**

Provide the following information:

- location of the distribution center that will be primarily servicing our account
- percentage of items proposed on the detailed spreadsheet that are stocked in the distribution center servicing our account
- provide a percentage of the number of items available in your full catalog that are available from the distribution center servicing our account

### **5.1.11 Product Blocking**

Offeror must be able to restrict the purchase of select items to the University through website or other ordering methods. University may require Vendor to restrict the sale of; regulated items, radioactive substances, items not on contract, or any other items as deemed necessary by the University. Vendor may also be required to report any attempts to purchase these items to contacts in the University Purchasing Department. Describe your ability to comply with this contract requirement.

### **5.1.12 Low-Price Guarantee**

Describe your ability to provide the University with the best available price/quantity at the time of purchase. Would our contract pricing be checked against any sales promotions that may be available that would provide Best Value to the end user? Please include any other methods your company may utilize to ensure “Best Value” pricing.

### **5.1.13 Price Change History**

Provide your company's average price change history as Percentage for the past 5 years.

### **5.1.14 General Catalogs**

It is desirable that all catalogs be electronic in nature. Please describe your efforts to accomplish this and how it would benefit the University end users.

### **5.1.15 Custom Catalog**

Can your company provide customized electronic catalogs? If yes, please describe how



this can be accomplished.

#### **5.1.16 Minimum Order Size**

Does your pricing assume agreement of a minimum order size? If so, provide detailed structure of savings based upon various minimum order levels.

#### **5.1.17 Strategic Partnerships**

In addition to the products your company supports, describe your company's ability to partner with other suppliers/manufacturers that support additional products and services that would allow for a single-point ordering, delivery and invoicing process. (Example: Minority-Owned Business', Specialty Items, etc)

#### **5.1.18 Furniture**

Does your company offer scientific furniture and casework? If so, do you offer any type of furniture standards program and if so, what are your established standards? Currently, scientific furniture and casework items are delivered directly to the ordering department with installation services available upon request. Address any delivery and installation terms, conditions and cost associated with scientific furniture and casework.

#### **5.1.19 Sustainability**

All energy-consuming products purchased by the University are required to meet the U.S. EPA Energy Star certification when available and practicable.

Green Initiative - Provide a brief description of your company's environmental initiatives, including in a list format any green products and the green certifications for each of those products that would be offered under this Agreement.

Recycling - Provide a brief description of your company's initiatives regarding contents of products provided under this Agreement. Include your business statement covering your position relative to sustainable business practices as it relates to reducing global warming.

#### **5.1.20 Private Label Products**

The University of Louisville will consider private label products when they are of comparable quality to name brand item and will provide a cost savings to the University. Describe your firm approach to private label and "manufacture for" products, guarantees of quality and the breadth of such private label products available through your firm. How are Private Label and Manufactured for products presented to end users for consideration when ordering product?

#### **5.1.21 Promotional Products and Pricing**

Describe your company's process of extending promotional pricing from the manufacturers to end-users. How do you notify the University and how is it extended for internet, phone and faxed orders? How is it identified on usage reports?

### **5.1.22 Additional Cost Savings Ideas**

Please include any additional innovative or unique product/cost saving ideas for our consideration.

## **5.2 Ordering & Delivery**

Please ensure a detailed response to every item in this section.

### **5.2.1 Delivery**

Include a proposal for the delivery of scientific supplies and equipment. This shall include desktop delivery from your distribution point to the end user. Will the deliveries be completed by your employees, a national parcel delivery company, or by another third-party contractor?

Are you able to provide next-day delivery if ordered by a certain cut-off time? What is the daily cut-off time for next-day delivery?

Fully describe your firm's ability to track all chemical orders from time of order to delivery at final destination.

### **5.2.2 Backorders and Obsolete Items**

Describe your firm's history and fill rates on orders as it relates to Back Order items. How would your firm present alternative offers to end users due to back order situations.

Describe your process for notification of obsoleted or changed products.

### **5.2.3 Delivery Packaging**

Please describe your ideas for reducing packaging or your ability to implement our preferred option of reusable/returnable packaging if available from your firm.

### **5.2.4 Distribution Centers**

Somewhat similar to 5.1.10, fully describe the distribution centers that will predominantly service the University account; to include but not be limited to: location, size, number of products, number of additional distribution centers and their locations. How many products are stocked in this distribution center? Provide historical data on the fill rate percentage from the distribution center that will be servicing the University account for the last two calendar years.

### **5.2.5 Certifications**

Does your company have other industry regulatory facility certifications, dates of these certifications and can your company provide Med-Immune with that information?

Describe your Chemical Tracking Program that you recommend for the University and departments.

## 5.2.6 Ordering/Invoicing Options

### Phone and/or Fax Orders:

- 5.2.6.1 When placing phone orders, will University end-users utilize a toll- free number? Where are these calls routed?
- 5.2.6.2 Do you utilize centralized managed call centers? If so, what type of technology is utilized to measure your performance?
- 5.2.6.3 What is measured and what are your order center benchmarks?
- 5.2.6.4 What are the hours of operation for your toll-free order number?
- 5.2.6.5 How are end users identified by your order center? (pin number, account number, etc.)
- 5.2.6.6 Will your order center have access to data regarding end users last call/order/return?
- 5.2.6.7 On average how long does it take to be connected to an order center representative?
- 5.2.6.8 Can the individual placing the order receive a detailed fax or email acknowledgement? If yes, please list all of the information that would be shown on the acknowledgement.
- 5.2.6.9 Rush Orders: How does your firm handle the occasional orders that do not fall within your required lead-time? Please address any additional surcharges that are levied based on the difference between your minimum time requirements and the actual lead time given, how you have handled these types of situations in the past, and any special policies you have in place concerning rush orders.

## 5.2.7 Internet Ordering:

- 5.2.7.1 What time frame would your company commit to in terms of the user set up process for your University dedicated internet ordering site? Describe in detail your firm's implementation plan for department's use of such system.
- 5.2.7.2 Can you provide on-line registration for University end-users?
- 5.2.7.3 Provide at least Three (3) Higher Education customer references that are using your Internet ordering system. (Institution, Name Phone, E-mail)
- 5.2.7.4 Provide us with your internet address and a log-on (if required) so that we can review your current site.
- 5.2.7.5 Does your company offer access to a help desk specifically for internet ordering questions? Is an online live chat available?
- 5.2.7.6 How can our end users access your internet help desk? What are the hours of operation for the help desk?
- 5.2.7.7 Does your site have the ability to show real time inventory, real time pricing, and contract pricing?
- 5.2.7.8 Not Used
- 5.2.7.9 Describe your systems ability to provide a "pop up window" to alert users of lower cost or alternative items if applicable to your proposal.
- 5.2.7.10 Describe your process for creating a customized home page for the University and departments. How do you maintain the site? Can you provide links within this home page to other sites?
- 5.2.7.11 Describe your company's ability to incorporate University Stockroom

- items within the customized catalog. Can orders placed for these items be filled/forwarded to University Stores for delivery to the ordering departments?
- 5.2.7.12 Describe what historical data by department can be provided to the end-user/University.
- 5.2.7.13 When users place their orders will they be able to see the order total?
- 5.2.7.14 Does your Internet site provide the University with a custom message board that can be utilized to communicate with University end-users?
- 5.2.7.15 What differentiates your catalog search tool from other sites?
- 5.2.7.16 After our end-users place their order via your Internet ordering system, what kind of acknowledgement should they expect? Will it be provided via email? Does it provide line detail? Pricing? Shipping Status? Department information? Shipping information?
- 5.2.7.17 Provide a sample of your Internet ordering instructions that University end-users would receive with their implementation materials.
- 5.2.7.18 Please flowchart your rollout process for internet introduction and training for the University.
- 5.2.7.19 Are you able to provide on-going Internet/Order Entry training for departments to be conducted at the University?
- 5.2.7.20 Fully describe your firms history and capabilities in working with e-commerce and e-commerce vendors. The University currently does not have an e-commerce partner but has full intentions of implementing an agreement in the future. Any awarded contractor/vendor shall be expected to fully cooperate with any such selected e-commerce partner.

## 5.2.8 Invoicing & Payment Methods

The University currently uses Oracle PeopleSoft Financials, version 9.0 (version 9.2 to be implemented soon).

- 5.2.8.1 Does your company offer electronic invoicing (not “e-mailed” invoicing)? If so, what options exist? Can you provide electronic billing by purchase order number in XML format? Discuss other invoicing options your company offers and the payment terms for each.
- 5.2.8.2 Do you offer a Prompt Pay Discount? If so, what are those terms?
- 5.2.8.3 Is your company capable of receiving EFT payments? If so, what formats (CCD+, e-mailed remittance, etc.) do you accept?
- 5.2.8.4 Can you accept credit card payments on PO-related purchases? If so, can you securely store a ghost credit card number assigned to your company on file?

### 5.3 Incentive

UofL and UK are both committed to reducing our overall cost of doing business and identifying new sources of revenue, whether one-time or recurring. We are interested in any creative solutions that a Offeror may want to include in their response to this Request for Proposal. Please ensure any University incentive is included with your proposal is clearly identified and defined as a formal response to this RFP.

#### Strategic Marketing Partnership

The University of Louisville is seeking an expanded partnership agreement that will drive mutual value for both the institution and the vendor. Using you're company's marketing strategies as a guide, describe how your organization would propose leveraging a marketing partnership with the University of Louisville to deliver added-value through sponsorship. B-2-B or B-2-C sponsorship elements might include but are not limited to:

- Branding and marketing on campus and through University-wide or specialty events
- B-2-B development program, leveraging UofL corporate partners to grow your business

With your submitted marketing partnership proposal, please provide the financial investment that your organization is prepared to fund for the marketing partnership.

#### Scholarships and Student Advancement

Please describe additional financial support as it pertains to: internships, mentorships and scholarships.

### 5.4 Additional Specifications

#### 5.4.1 Company Experience

How many years has your company been in the Scientific Supply business under its current ownership?

#### 5.4.2 Financial Strength

Provide a copy of your company's most recent Annual Report or, if privately held, a copy of your most recent audited financial statements.

#### 5.4.3 References

Provide three current major regional customers, similar in size, scope and complexity as outlined in this Request for Proposal. References shall include the following:

- Company Name
- Contact name and title
- City and State
- Phone and Fax Number
- Years Serviced
- Estimated Annual Sales Volume

#### 5.4.4 Company Representatives

Designate a dedicated sales account representative(s) to assist in all activities associated with the service and maintenance of the University account. Also describe any product or technical specialists and the frequency which they would visit the University departments. Are manufacture reps available as needed through the established contract?

Provide an organizational chart and description of responsibilities of the account management team that would be assigned to the University and the management and executives above account management team up to vendors CEO.

University shall also have access to their corresponding customer service representative during normal business hours each business day. Include contact information with phone, fax e-mail etc.

#### 5.4.5 Customer Satisfaction

- 5.4.5.1 How does your company measure and react to customer satisfaction? Describe the process.
- 5.4.5.2 What is the approximate number of Customer Service Representatives available by phone and/or internet to support the University of Louisville?
- 5.4.5.3 Describe the training process for your Customer Service personnel and specifically discuss how your company will ensure that all Customer Service Representatives are knowledgeable about the University contract so as to aid the end-users and avoid misinformation.
- 5.4.5.4 What are your company's goals in providing Customer Service?
- 5.4.5.5 How do you measure quality control within your Customer Service Department? How is it monitored and benchmarked?
- 5.4.5.6 How is order history maintained? How is information accessible at the time of order to the end user?

#### 5.4.6 Reporting

Describe the technology and reports available from your company that will allow the University to accomplish the following objectives:

- 1) Save our end users time when communicating with your Customer Service Department.
- 2) Evaluate down to an end user level, methods of ordering.
- 3) Track and report on all interactions between the end user and the supplier.
- 4) Ability to communicate with University associates at time of order.
- 5) Ability to track MBE/WBE usage.
- 6) Ability to track recycled products purchased.
- 7) Track and report orders for a given time frame by end user/department.

In addition to discussing your capabilities in this area, please provide samples of your usage reporting.

#### **5.4.7 MBE & WBE**

Discuss your company's MBE/WBE initiatives in terms of supporting minority suppliers (such as a mentoring program, etc.) and your ability to track and report back to the University on MBE/WBE purchases made by the University.

#### **5.4.8 Continuous Improvement**

How does your company work to continuously improve the products and services that you provide? What customer specific performance measures do you monitor, report and work to continuously improve upon?

#### **5.4.9 Business Continuity/Interruption Plan**

Describe your firm's business continuity plan with respect to events at your facility and any plans you may have to assist the University in the event of a disaster in our community.

#### **5.4.10 Sustainability**

Discuss in detail your firm's Sustainability Program in compliance with Section 4.22. Be sure to list any and all programs your company currently has in place to make your operations more sustainable and any programs that could be implemented at the University.

#### **5.4.11 Performance Review Meetings**

Semi Annual, or more frequent as necessary, review meetings will be held to review performance metrics, discuss contract/product enhancements. Once annually immediately following the close of our fiscal year, we will review full year metrics and anticipate attendance of a Vice President level executive from the company. In addition to discussing your capabilities in this area, please provide samples of the data sets we would anticipate seeing on our quarterly and annual reports.

#### **5.4.12 Implementation Plan**

Provide a complete detailed description of the process your company would use at the University to ensure a successful implementation as Prime Vendor. Please keep in mind that this implementation will most likely include new policies and procedures necessary to shift the culture of the end-users relative to scientific products/supplies and equipment. Please include any implementation plans that have been successfully used at other higher education customers. Please provide a sample time-line, including milestones, for Prime Vendor implementation.

Describe corporate staff and other resources that your company will dedicate to manage the implementation process.

#### **5.4.13 Vendor Shows**

Upon request from the University, your company agrees to conduct a vendor show at the University at one more locations as agreed upon by both parties. Describe in detail how you will organize and produce this event.

#### **5.4.14 Company Audit Process**

Define the audit process for your proposed pricing program. How will you ensure that the University is charged accurately?