INVITATION FOR BID
ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

INVITATION NO.: UK-1658-16
Issue Date: February 18, 2016
Title: Furniture Price Contracts
Contracting Officer: Craig Locke
Phone / Email: (859) 257-2964 / clocke@uky.edu

RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION BID DESK,
BID # UK-1658-16, BID DATE 03-04-16
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

IMPORTANT: BIDS MUST BE RECEIVED BY 03-04-16 @ 3:00 P.M. LEXINGTON, KY TIME

The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

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 Kentucky Revised Statutes (KRS) 523.040:
1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and 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 for Bids, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder 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 opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390,45A.330 to 45A.340.
5. That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
6. That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED
Any agreement or 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, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS
In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342
The contractor, by signing and submitting a bid on this invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

ALL BIDS ARE TO BE “F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED”

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:
NAME OF COMPANY:
PHONE:

FEDERAL EMPLOYER ID NO.:
ADDRESS:
FAX:

PAYMENT TERMS:
ADDRESS:
E-MAIL:

SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED
CITY, STATE & ZIP CODE:
WEB ADDRESS:

DUNS #
SIGNATURE:
DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder.

Type or print the information requested in the spaces provided.

Revised August 6, 2013
All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky’s General Terms and Conditions.

1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder’s risk.

1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.

1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).

1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.

1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an “addendum” to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder’s response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder’s disqualification.

1.8 Unless otherwise stipulated in a bidder’s response, the bidder’s offer is in strict accordance with the University’s specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder’s risk and the University may determine the bid to be non-responsive.

2 Submission of Bids

2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.

2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.
2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.

2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.

2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.

3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.

3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.

3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.

3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.

3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.

3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.

3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

3.9 All offers shall F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.

4.2 The term “Responsible Bidder” means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.
4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent 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.

4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order. The University’s standard payment terms are net 30 days after acceptance.

5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.

5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this 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 included in the bid price.
SCOPE

This Invitation for Bids is to establish **Furniture Price Contracts** for the University of Kentucky, Lexington, Kentucky. This furniture is to include – but not limited to – desks, files, shelving, case goods, seating, lounge, tables, library furniture, workstations, and systems furniture, and manufactured in both wood and metal. Resultant contracts from this Invitation for Bids may be utilized by Lexington campus-based entities as well as remote/satellite offices and stations throughout Kentucky.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for one year from date of award with the option to renew for four (4) additional years in one-year increments upon mutual consent of the University and the successful contractor.

TERMS AND CONDITIONS

The University’s General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm) apply to this Invitation to Bid. When the Invitation for Bid includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the Invitation for Bid.

PRICE REDETERMINATION

For multiple year contracts, prices shall remain firm and fixed during the initial term of the contract. At the end of the initial contract term, and at the end of each contract term thereafter, successful contractor may request a price adjustment based on a change in the manufacturer’s published price list. Such requests must be submitted in writing at least 60 calendar days prior to the end of the contract term and shall include the cause for the adjustment, the amount of change requested, and documentation to support the requested adjustment.

Only pass through price adjustments will be considered and any proposed price increase must be proven to be general throughout the industry. Requests for price increases must be accompanied by sufficient documentation to justify the request including, for example, certified letters from a manufacturer or published price indices such as the Producer Price Index that substantiate a price increase.

The University Contracting Officer must agree to and approve any proposed price adjustment before its effective date. The adjusted price(s) become effective starting with the term beginning after the approval and shall be firm and fixed for the next contract term.

The University will not approve more than one (1) price increase per contract period.

Any price increases requested at times other than renewal will not be addressed, approved, nor incorporated until the next renewal period.

Original quoted discounts must remain the same throughout the life of the contract.

EXTENDED PRICING

Is the bidder willing to extend pricing to other state universities and University affiliate organizations within the Commonwealth of Kentucky?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until successful contractor(s) is selected and contract award(s) made, bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office, and
- University Representatives during Bidders presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s response.

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB’s Monday through Friday from 8:00 a.m. – 5:00 p.m. Lexington, Kentucky time. However, IFB’s must be received by 3:00 p.m. Lexington, Kentucky time on the date specified on the IFB in order to be considered.

NOTE: Bidders are requested to include a CD with their bid response in addition to the printed hard copy of the bid.

SERVICE POLICIES

Bidders shall include a copy of their Return/Refund and Minimum Order Policy if applicable, which is to be incorporated into the resultant contract.

WARRANTY

The manufacturer’s standard warranty shall apply. Bidders shall include a copy of the warranty on each manufacturer’s line on which they are submitting a bid. Warranty shall become effective upon acceptance and installation of furniture commodities.

CONTRACTOR REPRESENTATION

With regard to awarded price contracts, successful contractor must have adequate representation to accommodate the University account. Contract representative(s) will have the responsibility to call on the Purchasing Division and other University departments to resolve quotation, service, or installation issues, or invoice discrepancies and other problems that may occur. The above responsibilities will be on an as-needed basis unless otherwise specified.

CONTRACT LIMITATIONS

The University of Kentucky reserves the right to utilize state, GSA, educational cooperatives, UHC Novation, or other contracts, and/or to solicit competitive bids for items covered under the price contracts awarded from this Invitation for Bids when it is in the best interest of the University to do so.

The price contracts established from this Invitation for Bids are not intended to preclude the purchase of similar products when requested by various departments.

Special Prices

The price contracts established from this Invitation for Bids will not preclude the University from accepting special price considerations when offered by the contract holder(s) due to quantity, seasonal, or promotional inducements.
PROVISION OF DEMONSTRATION OR NO CHARGE PRODUCT

As opportunity may arise and agreed to between the parties, successful contractor may provide no-charge product to the University, on a temporary or permanent basis, for purposes of experimentation or evaluation, or for purposes of donation. Receipt of such no-charge product may be subject to university policies beyond the scope of this contract.

PRICE LISTS

Bidders shall include manufacturer’s published list pricing with their bid response and the University prefers this be in electronic format provided on CD or USB. If not available in electronic format on CD or USB, bidder is to include paper copy with their response. If requested the bidder or successful contractor shall provide additional manufacturer list pricing information for bid evaluation and/or any time throughout duration of resultant contract, and in either written or electronic form as requested by the University. The University may request multiple copies of manufacturer price lists. Bidders shall include a statement with their response indicating the name and year of the current price list on which their bid is based.

Original quoted discounts must remain the same throughout the life of the resultant contract.

ITEM ADDITIONS TO CONTRACT

The University of Kentucky reserves the right to add related items to price contract(s) resulting from this Invitation for Bids.

QUANTITIES

The price contracts established from this Invitation for Bids shall have no guarantee of any specific quantity.

NO SUBSTITUTION

Bidders must submit bids on items as specified in this Invitation for Bids. Bids on alternate manufacturers of furniture and accessories will not be accepted.

BASIS FOR BID RESPONSE

Bids must be in the form of a discount from the current price list(s) published by each specified manufacturer. Any deviations in discounts from various price lists shall also be stated clearly on the Form of Proposal.

In cases where the manufacturer/company line already reflects a discounted nature (e.g., OFUSA), bidders should indicate in their response the additional discount % amount they are bidding beyond the company discount.

Bidders shall include a statement with their response indicating the name and year of the current price list on which their bid is based.

Separate bids are requested for “delivered and installed” requirements, “delivered and installed with wage rate projects” requirements, “quick ship” requirements, and/or “drop ship” requirements for specified manufacturers.
METHOD OF AWARD

It is the University of Kentucky's intent to award one (1) price contract per manufacturer listed. However the University reserves the right in its sole discretion to award multiple contracts per manufacturer line. Each price contract award will be made to the responsive and responsible bidder(s) who bids the highest discount offered for respective manufacturer for "delivered and installed" items.

DEFINITION OF MANUFACTURER LINES

The bidder's response must be on the full line of manufacturer product. In addition, during the life of the resultant contract(s), successful contractor shall inform the University in writing of any new sub-lines or series of product that the manufacturer may have added. The University will add the new sub-lines or series to the resultant contract via execution of signed contract modification(s). The University reserves the right to delete items that are not applicable to its needs.

FUEL SURCHARGES

No fuel surcharges will be permitted against any contract resulting from this Invitation for Bids.

PRIME CONTRACTOR RESPONSIBILITY

Any contracts that result from the Invitation for Bids require that the successful contractor or contractors is (are) solely responsible for fulfillment of the contract with the University.

PREVAILING WAGE RATES TO BE PAID TO INSTALLERS

There will be occasional projects which will require the payment of Prevailing Wage Rates to workers completing installation of furniture. To provide for this situation each bidder will be required to offer a separate bid price (% discount) for orders requiring prevailing wage rates to be paid. These situations will occur on capital projects which have a scope exceeding $250,000. The wage rate that must be paid will be that prevailing wage rate determination assigned to the project in question. Prevailing wage rate determinations are established by the Kentucky Labor Cabinet and may change periodically. A copy of a current prevailing wage determination for Fayette County, Kentucky is attached to this Invitation for Bids as Attachment C. This determination is enclosed as an information reference to allow bidders to generate bid responses for Prevailing Wage Rates jobs.

The University will identify all purchases that require payment of Prevailing Wage Rates as such on the purchase order and will include a copy of the prevailing wage rates document specific to that purchase with the purchase order. The successful contractor is solely and fully responsible for compliance with all requirements of prevailing wage rates laws and policies.

DELIVERY

Rejection of delivery

A. Damaged or Inferior Material

With regard to each awarded price contract, when an order is received and found damaged, the successful contractor will be notified immediately concerning the course of action necessary to resolve the situation. Should replacement materials be required, said material will be replaced within ten (10) working days, unless there is just cause shown that this requirement cannot be met. A notice of disposition for damaged materials will also be required within ten (10) working days, or the University will dispose of, or return, said materials at their convenience.
B. Over-shipments and Incorrect Materials

With regard to each awarded price contract, it is the responsibility of the successful contractor to initiate the movement of said materials from the University’s premises and send replacement materials within ten (10) working days, unless there is just cause shown that this requirement cannot be met. Failure by the University to receive disposition instructions will result in a collect-return shipment to the contractor.

METHOD OF SHIPMENT

All shipments shall be made in the method that is in the best interest of the University. All shipments shall be made in the standard manufacturer’s cartons, except in those instances where blanket wrapped shipments are appropriate and expected. Each carton or blanket wrapped item should be clearly identified with manufacturer name and model number, user’s name and address, purchase order number, and “MARK-FOR” if requested on purchase order. All shipments are to be made in the quantities and time periods as stated on each order. Contractors are responsible for immediately notifying users of any deviations from the user’s order.

QUICK SHIP

Bidders shall be required to offer a quick ship program when such is available. Bidders shall detail the items available and the timeframe associated with each.

FREIGHT AND FOB POINT

Freight on all shipments shall be prepaid with the expense borne by the contractor(s). All items shall be shipped FOB Destination – Prepaid and Allowed. With regard to each awarded price contract, the contractor shall be fully responsible for all items while in transit. Any freight claims will be the responsibility of the contractor. Any damaged shipments will be rejected by the University of Kentucky and immediate notification given to the contractor.

FIRE RATING GUIDELINES

The University Fire Marshall’s Fire Rating Guidelines must be met on all applicable items bid. It is the bidder(s) responsibility to comply with all fire rating guidelines are on product specified. Reference Attachment A for the University Fire Marshall’s fire ratings for furniture.

PROCESS FOR QUOTATION AND ORDERING PROCEDURES DURING COURSE OF CONTRACT

The successful contractor(s) for each manufacturer line shall respond to all University requests for quotations during the course of the resultant contract. Each quotation shall include the following information:

- Product catalog number
- Description
- Quantity
- Unit
- List price
- Contract discount applied
- Net price

The contract discount may be applied at the line item level or the sub-total level.

The quote shall include the name and address to which a purchase order would be made and shall be prefaced with “Make purchase order to:”

The quote shall include the contract number/reference against which it was written.
The quote shall reflect whether it is subject to prevailing wage rates.

Each quote should include the delivery/lead time for the items on that order (in calendar days). Delivery times shall be specific and such phrases as “as required”, “as soon as possible”, or “ASAP” have no meaning. Delivery times quoted to complete an entire order must be realistic.

Each quote shall include a statement of the contractor’s return policy.

The University may utilize a departmental procurement card (Visa) or issue an official University purchase order for order placement. Successful contractor agrees not to place any order for product unless it is substantiated by either a purchase order or procurement card. The successful contractor agrees not to hold personal information of University procurement cards in their files, nor to charge University procurement cards prior to University confirmation of satisfactory delivery of goods.

Any drawings completed by successful contractor as part of the quote process shall become incorporated into the quote by reference.

**SPECIAL SERVICES**

Special services are required by various University of Kentucky departments and must be included within bid price. The inability to provide said service may be cause for rejection of bid. Upon award of price contracts, each contractor must be able to provide these services when requested. Failure to meet these requirements will lead to contract cancellation subject to a thirty (30) day written notice.

**Bidders submitting bids on “delivered and installed” requirements, “delivered and installed with wage rate projects” requirements, “quick ship” requirements, and/or “drop shipment” requirements must be able to provide the following services when requested:**

1. Provide on-site interior design services as needed to assist departments in determining their needs. Interior design services are to include, but not be limited to, space planning, selection of appropriate furnishings, written product pricing and specifications, and color/finish selections.

2. Provide trained and knowledgeable sales people to assist departments with furniture needs, keep them informed of changes in the office environment, and to provide assistance after product is received with adjustments and use of new product as necessary.

3. Ensure order entry and follow-up on orders with the manufacturers to guarantee on-time deliveries.

4. Supply catalogs and price lists as needed and requested by various University departments. Must also supply updates on catalogs and price lists as needed and requested.

5. Furnish furniture sample items to various departments for major projects, at no charge, for their evaluation when requested.

**Bidders submitting bids on “delivered and installed” requirements and “delivered and installed with wage rate projects” requirements must also be able to provide the following additional services:**

1. Have the ability and personnel to uncarton and install furniture as required.

2. Coordinate installation on projects with appropriate personnel, which includes other contractors, University Capital Projects Management, University Physical Plant, and the contact person(s) referenced on the order(s).

3. Initiate follow-up procedures after installation to ensure customer satisfaction.

4. Provide the service of receiving, warehousing, and re-delivering furniture when needed. This service shall include, but not be limited to, the following:
a) Have sufficient warehouse space to accommodate both large and small projects. Warehouse space would be at no additional charge to the University of Kentucky and be available for use up to thirty (30) days from the University’s confirmed delivery date.

b) Be able to adequately insure stored product and provide proof of insurance on all items warehoused.

c) Be able to inspect ordered product for damage and certify that the correct merchandise was shipped and received.

d) If a contractor is unable to deliver a shipment and must warehouse for more than a two (2) week period due to the University's error, the using department will then agree to authorize partial payments. Ninety (90) percent of the total shipment will be paid when the shipment is received and warehoused by the contractor. The remaining ten (10%) percent will be paid upon completed delivery and installation. In cases of warehousing, successful contractor is fully responsible for the University’s product in every regard while in storage.

5. Delivered and installed orders are based on regular working hours 8:00 a.m. to 5:00 p.m. Monday through Friday. If additional hours are required, the University designer or ordering department must approve any additional charges.

**STATEMENT OF MANUFACTURER/DEALER RELATIONSHIP AND LETTERS OF AUTHORIZATION**

The bid response shall include a confirmation of bidder’s relationship to either the manufacturer or service/install dealer, as applicable:

**Bidder shall check one of the below:**

- [ ] I am the manufacturer for the product line(s) on which I am submitting a bid. If awarded a contract from this Invitation for Bids, it is to be held with the manufacturer. I am indicating one or more service/install dealer(s) that will service the resultant contract(s).

- [ ] I am a dealer for the product line(s) on which I am submitting a bid and am bidding it as an “open line”. If awarded a contract from this Invitation for Bids, it is to be held with the service/install dealer. I am including a Letter of Authorization from the manufacturer showing I am authorized to service/install their line.

If bid response is submitted by the manufacturer, an accompanying letter shall be included with the bid response reflecting the service/install dealer(s) that will service the contract. All relevant information (dealer name, sales reps, contact info, phone, fax, email, postal address, etc.) is to be included on the letter.

If bid response is submitted by a dealer, it shall be accompanied by a Letter of Authorization, signed by the manufacturer or representative thereof, confirming that the listed servicing and installing dealer(s) is authorized and can provide the service and delivery requirements in accordance with the prices, discounts, terms and conditions as stated in this Invitation for Bids.

**COMPLIANCE WITH MCPPD GUIDELINES FOR VENDORS – UNIVERSITY HEALTHCARE AREAS**

Successful contractor agrees to comply with all policies when working in University HealthCare areas as set forth in Attachment B, entitled “Vendor and Contractor Guidelines MCPPD”. The University prefers contractors follow the same guidelines when working in all areas of campus.

**HIPAA/BAA AMENDMENT AND CONFIDENTIALITY**

Successful bidder(s) will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA amendment is attached, as Attachment D, and will become an integral part of any agreement.

The contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential any information concerning client and patient data, the business of the University, its financial affairs, relations with students, patients, and employees, as well as any other information which may be specifically
classified as confidential by the University in writing to the contractor. All Federal and State regulations and statutes related to confidentiality shall be applicable to the contractor. Specifically, the contractor shall have an appropriate agreement and instructions with its employees to that effect, provided, however that the foregoing will not apply to:

a) Information which the University has released in writing from being maintained in confidence.
b) Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected.
c) Information, which, after disclosure, becomes part of the public domain as defined about, through no act of the contractor.

REPORTS AND AUDITING

The University reserves the right to audit the successful contractor ('s) records at any time.

The successful contractor agrees to furnish specialized reports upon request to the University.

INSURANCE

The successful contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability, including</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>operations/ completed operations, products,</td>
<td>(BI &amp; PD combined) $2,000,000 Products and</td>
</tr>
<tr>
<td>and contractual liability (including defense</td>
<td>Completed Operations Aggregate</td>
</tr>
<tr>
<td>and investigation costs) including this</td>
<td></td>
</tr>
<tr>
<td>contract.</td>
<td></td>
</tr>
<tr>
<td>Business Automobile Liability, covering</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>owned, leased, or non-owned autos</td>
<td>(BI &amp; PD combined)</td>
</tr>
</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Division of Purchasing. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

Insurance certificates are required from both the manufacturer for the product line and all service/install dealers.

OPTIONAL SERVICES – PER HOUR BASIS

There may be occasion when the University has a need for design, installation, disassembly, re-assembly, moving, etc. of furniture product other than the manufacturer lines listed in this bid, i.e., generic labor rates. Bidders may provide a per-hour offer for these services with their bid response. The University in its sole discretion shall decide whether to purchase the optional services during the life of the resultant contract(s).
COMPLIANCE WITH UNIVERSITY E-PROCUREMENT – SUPPLIER RELATIONSHIP MANAGEMENT (SRM)

The University of Kentucky utilizes an on-line e-cataloging process as part of its Enterprise Resource Planning (ERP) system. Supplier Relationship Management (SRM), an SAP product, is the University’s e-procurement solution. The system utilizes both external “punch-out” catalogs located on contractors’ websites as well as an internal e-catalog housed within the University’s system and fed via Excel spreadsheet uploads. The awarded contractor(s) shall work with the University, to the fullest extent possible, to support the University’s e-procurement initiatives as they relate to the resultant contract. Contract supplier items may be loaded into one of the above electronic ordering environments. Any items purchased through SRM e-procurement replaces those items being purchased by departments via procurement card. The University utilizes Electronic Data Interchange (EDI) for purchase order, confirmation, and invoicing tasks within SRM. Global Healthcare Exchange (GHX) is the University’s EDI provider.

For suppliers providing open punch-out catalogs reflecting all items offered by their company, the University reserves the right to restrict/block items from the University punch-out catalog that are not pertinent to the resultant contract and/or that may conflict with goods or services offered by its other contract suppliers.

A rebate/technology fee, up to 3%, will be required for suppliers providing a punch-out catalog or for whom the University loads their items into its internal e-catalog.

Please answer the following questions as part of your submission that relate to SRM e-procurement:

1. Does your company offer an electronic punch-out catalog housing products described within this solicitation?  
   Yes_____  No_____

   If yes, please answer the following additional questions:

   a. Does your punch-out catalog operate on an Open Catalog Interface (OCI) platform?  
      Yes_____  No_____  

   b. In addition to specific general products, does your punch-out catalog facilitate loading of customized quotes (e.g., formed by a sales representative) onto your system for ordering by a University department?  
      Yes_____  No_____  

2. If you answered no to Question 1, if awarded a contract and requested by the University, do you agree to provide contract line item data via Excel spreadsheet for upload into the University’s internal e-catalog? The data would consist of a minimum of description, manufacturer name, manufacturer’s part number, supplier name (if different), supplier part number, bulk package to each conversion, pricing, etc. Other line item data may be required, including product pictures.

   Yes_____  No_____  

3. Please answer the following if you answered “yes” to either Questions 1 or 2.

   a. Can you receive purchase orders via Electronic Data Interchange (EDI) through GHX?  
      Yes_____  No_____  

   b. Can you provide return email confirmations via EDI/GHX?  
      Yes_____  No_____  

   c. Can you invoice (and issue credit memos) via EDI/GHX on a line item basis?  
      Yes_____  No_____

BID PROPOSAL FORM

Attachments issued and incorporated with this Invitation for Bids:

- Attachment A – University Fire Ratings
- Attachment B – Medical Center Physical Plant Division (MCPHD) Vendor Contractor Guidelines
- Attachment C – Sample of Prevailing Wage Rates for current University project for reference purposes only
- Attachment D – HIPAA Business Associate Agreement

Components of bidder’s response – the bidder shall include the following with their bid response. Failure to provide the required items may result in rejection of bid.

1. Completed and signed paper bid response
2. CD or USB containing scanned copy of signed bid response
3. Manufacturer list pricing for each line being bid, preferably in electronic form provided on CD or USB. If not available in electronic format, bidder shall include paper copy.
4. Checked statement of Manufacturer/Dealer relationship
5. Provision of all contact information substantiating service/install dealer(s) (if being bid by manufacturer), or
   Statement from manufacturer that bidder is an authorized dealer for that manufacturer’s line (if being bid by dealer)
6. Return/Refund Policy and Minimum Order Policy, if applicable
7. Warranty Statement
8. Signed Attachment D – HIPAA Business Associate Agreement
9. Completed form relating to Compliance with University E-Procurement – Supplier Relationship Management (SRM)
10. Confirm whether extension of successful contract to other public institutions and agencies within state of Kentucky

Each price contract award will be made to the responsive and responsible bidder who bids the highest discount offered for each manufacturer line for “delivered and installed” items.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>% Discount On Drop Ship</th>
<th>% Discount on Quick Ship Program</th>
<th>% Discount On Delivered And Installed Items</th>
<th>% Discount On Delivered And Installed Items With Wage Rate Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bernhardt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Davis</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Izzy + (Fixtures/HAG/ Harter/Abco)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keilhauer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knoll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krueger International</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krug Intl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Forms</td>
<td>Nemschoff</td>
<td>OFUSA</td>
<td>Paoli</td>
<td>Peter Pepper</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------</td>
<td>-------</td>
<td>-------</td>
<td>--------------</td>
</tr>
</tbody>
</table>

**Additional Information: Optional Services - Per hour basis:**

Does your company offer additional services such as design, installation of new product, disassembly/reassembly, moving, etc. of product other than the manufacturer lines listed above?

Yes _______  No_________

If you answered “yes”, list your per hour rates below (non-prevailing wage rates jobs)

Design: $__________/hr  
Installation of new product: $__________/hr  
Disassembly/reassembly: $__________/hr  
Moving of furniture: $__________/hr

If you answered “yes”, list your per hour rates below (for jobs including payment of Prevailing Wage Rates)

Design: $__________/hr  
Installation of new product: $__________/hr  
Disassembly/reassembly: $__________/hr  
Moving of furniture: $__________/hr