Request for Proposal
UK-1772-18
Proposal Due Date – 7-14-17

Biological Safety Cabinet Certification Services
REQUEST FOR PROPOSAL (RFP)

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

**PROPOSAL NO.:** UK-1772-18 **RETURN ORIGINAL COPY OF PROPOSAL TO:**
**Issue Date:** 6-13-17 **UNIVERSITY OF KENTUCKY**
**Title:** Biological Safety Cabinet Certification **PURCHASING DIVISION**
**Purchasing Officer:** Jim Sutton **411 S LIMESTONE**
**Phone:** 859-257-5406 **ROOM 322 PETERSON SERVICE BLDG.**
**City, State & Zip Code:** Lexington, KY 40506-0005

**IMPORTANT:** PROPOSALS MUST BE RECEIVED BY: 7-14-17 3 P.M. LEXINGTON, KY TIME.

**NOTICE OF REQUIREMENTS**

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP 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 RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45 A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45 A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45 A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale 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.

**SIGNED STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS**

In accordance with KRS45A.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 proposal agrees as required by 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 the 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.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that 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 an offeror 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; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Laminar flow and HEPA filtered containment systems are an essential part of University of Kentucky (UK) research, teaching, and clinical laboratories. The Class II Biosafety Cabinet (BSC) offers environmental, product, and personnel protection when work may involve the use of biohazardous materials. The acceptable industry reference used with regard to these cabinets is National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) 49 - 2014, Biosafety Cabinetry: Design, Construction, Performance, and Field Certification. The horizontal laminar flow cabinet offers strictly product protection from external contamination. The reference standards addressing clean air workstations are ISO TC 209, Cleanrooms and Associated Controlled Environments and IEST-RP-CC002: Unidirectional-Flow Clean-Air Devices.

Each biological safety cabinet at UK is certified annually in compliance with NSF/ANSI 49 - 2010, Biosafety Cabinetry: Design, Construction, Performance, and Field Certification, specifically Annex F, Field Tests.

UK Environmental Health and Safety/Department of Biological Safety will coordinate with the Contractor to ensure these annual certifications are maintained.

The frequency of certification of Horizontal Laminar Flow Clean Benches, Downdraft Change Stations, Individually Ventilated Caging System Blowers, Growth Chambers and other HEPA filtered devices will be determined by the investigator or department in consultation with the Department of Biological Safety.

2.2 Background Information

There are four types of services which shall be provided per this contract: routine certification, non-routine certification and repair services, emergency services, and decontamination. All work shall be requested by the equipment owner and the Biological Safety Department of the University of Kentucky Environmental Health and Safety Division shall be made aware of any requested services by the vendor when they arrive on campus to complete the service as detailed in Section 7.1.

The types of equipment which may be serviced by this contract include the following:

a) Class I, II, III Biological Safety Cabinets (~600)
b) Horizontal Laminar Flow Clean Benches
c) HEPA filtered ventilated cage rack blowers
d) In-line exhaust HEPA filtered caissons
e) Miscellaneous Laminar Flow and/or HEPA Filtered Containment Devices

Locations of the equipment include the following:

a) University of Kentucky Medical Center and Research Buildings, main and extended campus areas
b) University of Kentucky Hospital and all Off-campus Clinics
c) University of Kentucky Lexington Campus Buildings
d) Other University of Kentucky Facilities
References

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million
in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation’s finest academic medical centers and includes the University’s clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children’s Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country’s largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.
3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

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<td>Release of RFP</td>
<td>6-13-17</td>
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<tr>
<td>Pre-Proposal Conference (Optional)</td>
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<tr>
<td>Deadline for Written Questions</td>
<td>3 p.m. Lexington Time on 7-5-17</td>
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<td>RFP Proposals Due</td>
<td>7-14-17</td>
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<tr>
<td>Offeror Presentations*</td>
<td>7-24-17</td>
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<td>Contract Award*</td>
<td>8-31-17</td>
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*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are 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 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 fax or e-mail to:

Mr. Jim Sutton  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-5406  
Fax: (859) 257-1951  
E-mail: jsutton@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.
3.3 **Pre-Proposal Conference**

N/A.

3.4 **Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.5 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: www.uky.edu/purchasing/bidlist.htm

3.6 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.

3.7 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and ten (10) printed copies in a single package, separate from the Financial Proposal.
• Financial Proposal: One (1) copy on an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and ten (10) printed copies in a single package, separate from the Technical Proposal.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

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

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

• Failure of a proposal to conform to the essential requirements of the RFP.
• Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.

• Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

• Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 Disclosure of Offeror’s Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP 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, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror’s proposal.

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.
3.15 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 **Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 **Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.18 **Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 **Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University’s review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

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

The Offeror will sign and return the proposal cover sheet and print or type their 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 their 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.

4.3 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 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.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

A statement that identifies the confidential information as described in Section 6.23.

4.4 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.

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

The following qualities are desired in a reputable certification Contractor:

a) Extensive applicable experience gained through having BSC certification as the majority of the Contractor’s business.

b) Training program for technicians in which they receive proper BSC field certification training and have opportunities for continuing education.

c) NSF accredited technicians.

d) Use of certified, calibrated testing equipment and state of the industry techniques.

e) Adequate documentation and reporting of services performed.

f) Adequate Worker’s Compensation and liability insurance coverage.

g) Membership in Controlled Environment Testing Association (CETA).

h) Compliance with UK Parking and Transportation Services policies when performing work on campus. Additional information regarding Contractor/vendor parking can be found at http://www.uky.edu/pts/parking-permits_vendor-permits.

The services provided by the Contractor shall be conducted by qualified personnel in a safe manner.

a) Contractor personnel shall adhere to the appropriate safety practices for individuals with occupationally exposure to potentially infectious material as described in the following documents:

1. CDC/NIH publication Biosafety in Microbiological and Biomedical Laboratories (BMBL), 5th Edition

2. Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard (29 CFR 1910.1080)

b) Contractor personnel on site shall have appropriate safety equipment, training, and vaccination as required by law while working on site. The Contractor shall include in this proposal a description of the personal protective equipment furnished to their employees, vaccinations (if any), and any other safety equipment used. The University of Kentucky Environmental Health and Safety Division/Department of Biological Safety may require a minimum level of personal protective equipment prior to entry in certain laboratory areas. All personal protective equipment and vaccinations shall be provided at Contractor expense.
c) Documentation of annual bloodborne pathogen training, the Contractor’s Bloodborne Pathogen Exposure Control Plan, documented HBV vaccinations or signed declination statements, and personal protective clothing consistent with the potential exposure to blood, body fluids, or etiologic agents will be required as a condition of this contract. The submission of the Contractor’s Bloodborne Pathogen Exposure Control Plan is required prior to the award of a contract and must be attached.

d) Training regarding tuberculosis exposure control must also be documented, along with the type of respirator provided by the Contractor for worker protection, as needed.

e) Post exposure follow-up to an incident will be in accordance with the Contractor’s procedures and any medical surveillance shall be at the expense of the Contractor. The Contractor shall submit an Injury Illness and Prevention Program Plan to describe hazard communication, training and emergency reporting procedures.

f) The Contractor shall furnish only qualified service personnel with adequate experience and training in the maintenance of the equipment described.

g) Each Field Certification Technician working on UK equipment must be NSF certified. Contractor must provide documentation of NSF certification for all technicians. Documentation of any other classes or training attendance with relevance to the certification of biohazard cabinetry or horizontal laminar flow clean benches shall be submitted with this proposal. A listing of personnel and their qualifications (resume or curriculum vitae) shall be included with the proposal of work for the review of University of Kentucky Environmental Health and Safety/Department of Biological Safety.

h) The Contractor shall be an Authorized Service Representative for major BSC manufacturers; this should include The Baker Company, Labconco, Thermo Scientific and NuAire, approved to perform warranty work. Contractors shall also provide a list any other manufacturers for which they are Authorized Service Representatives.

i) The Contractor shall include a description of the procedures to be employed during certification and decontamination processes and a list of equipment used. Equipment used to certify or decontaminate the cabinets must be calibrated to meet applicable calibration standards (e.g. U.S. National Institute of Standards & Technology (NIST) traceable) and maintained according to manufacturer specifications. Contractor must provide documentation of calibration and maintenance if requested by UK.

j) The Contractor shall include written procedures for disposal of waste generated during the certification process. Most waste, including decontaminated HEPA filters, will not require special disposal. A cooperative agreement with the Division of Environmental Health and Safety, Department of Environmental Management or Radiation Safety, as appropriate, may be established for the safe disposal of filters which are not decontaminated or contain chemical or radiological hazards. Any regulated waste such as chemical, biological or radioactive waste must be disposed of as required by Federal, State, and Local regulations. The Contractor MUST notify the UK Department of Biological Safety immediately upon observing an unsafe or otherwise non-certifiable unit and follow-up in writing within 24 hours. When a BSC fails certification, the Contractor must place signage on such equipment stating in large font (size 28 or larger) that this equipment is not certified and may be hazardous to use. Failure to notify the Department of Biological Safety of such conditions may result in cancellation of this contract.

4.6 Criteria 2 – Services Defined

Offeror shall provide the services defined in Section 7.1. These include:

a) Routine Certification
b) Non-Routine Certification and Repair Services
c) Emergency Services
d) Decontamination Services  
e) Recordkeeping and Reports  

4.7 Criteria 3 – Financial Proposal  

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.  

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule  

Offeror shall provide documentation to demonstrate qualifications and ability to successfully perform the services described in this RFP.  

The following documentation must be submitted as part of the proposal. Failure to supply the required information will cause the proposal to be rejected:  
a) Certification test procedures.  
b) Decontamination procedures.  
c) A copy of signage affixed to unit subsequent to decontamination.  
d) Bloodborne Pathogen Exposure Control Plan.  
e) Curriculum vitae or resume of technicians who will provide on-site services.  
f) List of equipment used (including safety, certification and monitoring equipment).  
g) List of personal protective equipment used.  
h) Description of waste disposal methods.  
i) A copy of the certification report issued to the owner.  
j) A copy of the certification sticker affixed to the equipment.  
l) Chemical MSDS sheets for fumigants, disinfectants, etc. used.  
m) Certificate of Liability Insurance, in case of on-campus accident, in sufficient amount (at least $1 million preferred).  
n) A sample copy of a summary report, which would be sent monthly to Department of Biological Safety, of all services rendered.  
o) Copy of NSF certifications for technicians who will provide on-site services.  
p) Workers’ Compensation Insurance Coverage (valid and up-to-date).  

4.9 Criteria 5 – Other Additional Information  

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.  

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

**Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.
6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective upon award for a period of three (3) years, and is renewable for up to two (2) additional one-year renewal periods. Renewal shall be contingent upon the University's satisfaction with the services performed.

6.2 Effective Date

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

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.
6.6 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 **Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror’s response accepted by the University, shall be the entire agreement between the parties.

6.8 **Governing Law**

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

6.9 **Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
6.10 **Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

6.11 **Termination for Non-Performance**

**Default**

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of 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;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating 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 of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

**Demand for Assurances**

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

**Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10)
calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 **Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 **Prime Contractor Responsibility**

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

6.14 **Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 **Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

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

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The 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.

6.16 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.
6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys’ fees of the University’s attorneys), all liability of any nature or kind arising out of or relating to the Contractor’s response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance (To be completed by Todd Adkins, Risk Management)

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 and</td>
<td>(BI &amp; PD combined) $2,000,000 Products</td>
</tr>
<tr>
<td>contractual liability (including defense</td>
<td>and Completed Operations Aggregate</td>
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<tr>
<td>and investigation costs), and this contract</td>
<td></td>
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<tr>
<td>Business Automobile Liability covering owned,</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>leased, or non-owned autos</td>
<td>(BI &amp; PD combined)</td>
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</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. 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.
6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

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

6.22 Reports and Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.23 Confidentiality

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University’s General Counsel shall review each offeror’s information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.
6.24 **Conflict of Interest**

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 **Extending Contract**

The offeror’s response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.26 **Personal Service Contract Policies**

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

**A. Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at www.lrc.ky.gov/statcomm/Contracts/homepage.htm.

**B. Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf.
6.27 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.28 University Graphic Standards

The contractor must adhere to all University of Kentucky Graphics Standards. University Graphics Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at www.uky.edu/graphics/. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

6.29 Printing Statutes

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.
7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

Routine Certification:

a) Routine certification of all equipment serviced by this contract shall be provided to all University of Kentucky locations as requested by the University of Kentucky Environmental Health and Safety Division/Department of Biological Safety or individual cabinet owner.

b) Routine certification for BSCs shall be provided in accordance with the University of Kentucky Biosafety Cabinet Certification Policy as follows:
   a. BSCs used for preparation of antineoplastics must be certified every 6 months.
   b. BSCs used for work involving infectious agents and/or human-derived materials must be certified annually.
   c. BSCs used in hospital clinical laboratories must be certified annually.

c) Contractor must notify UK Environmental Health and Safety/Department of Biological Safety (phone, e-mail, or fax) before any work is performed to cabinets in contracted buildings. Contractor should also notify Facility Managers as appropriate.

d) The Contractor shall be responsible for scheduling routine work with the equipment owner. The Contractor will be in frequent contact with a representative of the Department of Biological Safety about progress, and shall provide an updated inventory (complete with certification dates) no less than monthly. The Contractor must justify any exception to this policy.

e) All certification work will be performed at the convenience of the owner or designee at a mutually agreeable time between the Contractor and the owner. Equipment owner or designee must be present while the certifier is performing certification and shall receive a copy of the certification test results.

f) If the owner or designee is not present to give the Contractor access to the BSC within one hour of the prearranged appointment, or otherwise prevents the Contractor from performing the certification on designated date and time, the Contractor may charge an extra fee to cover the costs of an additional trip to campus (paid by owner).

g) Equipment requiring certification may have been used with radioactivity and will be labeled as such. The owner of the cabinet is responsible for ensuring the radiation hazard has been properly managed prior to certification. The Contractor shall contact the University of Kentucky Environmental Health and Safety Division/Department of Biological Safety with any questions regarding radioactivity prior to performance of service.

Non-Routine Certification and Repair Services:

a) Non-routine service shall be performed by the Contractor as needed by the University of Kentucky. Non-routine service includes repairs, parts replacement, and other essential service which may arise when a problem is identified during routine certification (outside of its normal scope) or prior to scheduled recertification of the unit but is not associated with an immediate potential risk to the owner.

b) Non-routine Certification Services
   a. Non-routine certification service represents an on demand request for service where the owner or users of the equipment are not at risk from equipment in need of repair.
   b. Examples of non-routine certification services include, but are not limited to, the following:
      i. Certification of a new unit,
      ii. Certification after moving a unit,
      iii. Special considerations such as disconnecting utility piping, lowering or raising the unit or other such cases requiring additional work by the certifier.
1. Contractors should not install gas lines in cabinets. Refer owners to UK Environmental Health and Safety, Department of Biological Safety in the event that this request is received.

c. Examples of non-routine repair services
   i. Parts replacement as needed,
   ii. Electrical repair internal to the equipment,
   iii. UV light repair internal to the equipment,
   iv. Motor replacement internal to the equipment.
   v. Consultation with UK Physical Plant Division on HVAC design related to BSC function.
   vi. Consultation on airflow and BSC function related to BSL3 containment.

Emergency Services:

a) Emergency service shall be performed by the Contractor as needed by UK equipment owners. Emergency service is requested when the owner has a potentially unsafe condition existing with his/her safety equipment that requires immediate attention.

b) Emergency Repair and Certification
   a. Emergency repair and certification is the immediate response of the certifier to an occupationally hazardous or patient product contamination situation involving equipment which cannot be taken out of service. Immediate response may also be required when equipment function is absolutely necessary for research and repair cannot be delayed.
   b. Examples of emergency service include the following:
      i. Emergency decontamination due to biohazard contamination,
      ii. Airflow is low and has triggered the alarm,
      iii. Filter or cabinet leak or other visible damage which may affect the containment function of the unit.
   c. Timely Contractor response to requests for emergency services is critical to UK operations. In the event of an emergency service call, a response by phone from the Contractor within sixty minutes is expected. Emergency service should be scheduled and completed, unless delayed for parts, within 48 hours of the initial call. In the event that the contacted Contractor cannot respond in this time, UK reserves the right to contact another Contractor. Recurring inability to respond in a timely manner to emergency service calls will result in cancellation of contract.

Decontamination Services:

a) Decontamination of the equipment and components as described in the scope of this contract shall be performed to render the equipment safe for usage, movement, or disposal.

b) The Contractor, the owner or designee, and the Department of Biological Safety will discuss and determine the need for decontamination of equipment. All cabinets used for work with potentially infectious agents that may be transmitted via aerosol require gas or vapor decontamination.

c) Example decontamination scenarios:
   a. BSC to be relocated,
   b. Filter change required,
   c. Mechanical work on the blower or plenum is required,
   d. Gross contamination of the BSC with biohazardous material,
   e. Prior to disposal or surplus of BSC.

d) The Contractor shall consult with the owner or designee about biological, chemical, or radiological hazards prior to service. At the very least, the cabinet must be cleared of all potentially hazardous materials and the work surface must be surface decontaminated with an effective disinfectant.

e) Decontamination of the cabinet will be conducted by a validated method. A written procedure describing the decontamination method must be submitted and approved by the Biological Safety
Officer (BSO) before contract begins. The use of formaldehyde alternatives must be accompanied by documentation of method validation.

f) Appropriate Safety Data Sheets (SDS) shall be submitted with these procedures. The chemicals used in the decontamination process shall be used in such a manner as to not pose a hazard to the workplace, owner or designee, or certification technician. The procedures submitted shall include appropriate chemical and biological monitoring procedures, disposal methods for any hazardous waste generated (chemical or biological regulated waste), and other safety precautions performed for the benefit of the equipment owner.

g) The Contractor provides appropriate personal protective equipment and training for their employees for the decontamination process (i.e., respirators).

h) Formaldehyde decontamination must be performed in accordance with Occupational Safety and Health Administration (OSHA) regulation (29 CFR 1910.1048), specifically ensuring that staff are not exposed above the action level (0.5 ppm in contaminated air, 8h TWA) and proper neutralization procedures are followed prior to discharge to the environment.

i) The contractor provides only decontamination, not clearance for movement of equipment.

Services and Requirements Contractor Agrees to Perform

Contractor shall provide all manpower, materials, and equipment to certify biological safety cabinets, laminar flow clean benches, and other equipment as necessary in accordance with National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) 49 - 2014, Biosafety Cabinetry: Design, Construction, Performance, and Field Certification, ISO TC 209, Cleanrooms and Associated Controlled Environments, IEST-RP-CC002: Unidirectional-Flow Clean-Air Devices, and CDC/NIH publication Biosafety in Microbiological and Biomedical Laboratories (BMBL) Appendix A – Primary Containment for Biohazards: Selection, Installation and Use of Biological Safety Cabinets.

The monitoring and maintenance service to be performed for the certification of BSCs includes but is not limited to the following procedures:

a) Aerosol challenge leak testing of HEPA.

b) Leak testing of all biosafety cabinets shall be performed as follows:
   a. Upon initial installation,
   b. Upon relocation or moving of a cabinet,
   c. After removal of the filter and/or blower access panel for servicing,
   d. Filter change.

c) Measurement of velocity and volume profile of Class I, II, III biological safety cabinets, laminar flow clean benches, other HEPA containing containment equipment.

d) Airflow smoke pattern tests.

e) Replacement of HEPA filters as needed.

f) Cabinet exhaust quantity measurement.

g) Testing of ground fault circuit interrupter and electrical leakage.

h) Testing of alarms and interlocks if present.

i) Providing and installing motors, switches, fluorescent and ultraviolet light tubes, static pressure plates, blowers, solid state blowers, speed controllers, ballasts for ultraviolet and fluorescent lights, circuit breakers, fuse holders, ground fault interrupters, window clamps, electrical connectors, indicator lamps, electric duplex outlets, filter clamps, and other similar components as required.

j) A visual inspection of the exhaust fan motor of all total exhaust BSCs shall be done. If deemed necessary, parts (i.e. belts, bearings, etc.,) shall be replaced. A notation of this check must appear on the certification report.

k) Contractor shall include UV lights in the contracted certification services. Although, NSF 49 does not require a UV light certification because it is not necessary for the function of a BSC; we have
implemented a policy stating that IF a UV bulb is present, it must pass a test measuring a wavelength of 253.7 nm and an intensity of at least 40µW/cm² ± 10%, measured at the center of the work-deck. If the bulb does not meet this specification, it may be cleaned with an appropriate solution and retested. If it still fails, it must be removed or replaced with a new bulb (at owner’s expense) before the biological safety cabinet will be certified.

a. Contractor personnel will carry spare bulbs of each type (4 and 6 foot, and universal to most cabinets) on each trip to the university.

b. BSC owner is required to dispose of bulb in the proper waste stream by contacting UK Environmental Management 323-6280.

c. If the bulb does not emit the specified intensity, and the owner will not pay to replace it, the bulb can be completely removed or the cabinet is recorded as non-certifiable. The owner will be charged for travel time to reschedule a certification. If the owner opts to replace the bulb and the Contractor does not have a replacement bulb, the Contractor pays for the return visit.

I) The BSC certification (sticker) posted must state the following:

a. NSF 49 standard parameters for Class II BSC (normally on certificate)

b. State year or version of NSF standard used for certification (e.g. NSF 49 2004a)

c. Information regarding the status of the UV light:

   i. UV bulb NOT present

   ii. UV bulb IS present and meets wavelength and intensity standards

   iii. BSC is NOT certified because UV bulb DOES NOT meet wavelength and intensity standards

d. Magnehelic gauge reading at time of certification

e. An identification number for the unit, either the manufacturer serial # or UK property tag #.

All replacement parts shall meet the manufacturers’ specifications. The Contractor shall provide the replacement parts as part of the contracted service and shall bill the owner for the parts at cost.

Recordkeeping and Reports

The Contractor shall provide monthly service reports at NO COST to the University of Kentucky Environmental Health and Safety Division, Department of Biological Safety. Reports must be provided electronically. The reports shall be provided as monthly data summaries and current campus inventories in a Microsoft Office compatible electronic file (ex., Excel, Access, .CSV). The summary shall include the following fields: Building / Room / Department / Contact / PI / Brand/Model of BSC / Class and Type of BSC/Serial # and UK e-bar number / Last certification date/Service or repair made/cost of service or repair. An example of this type of report shall be submitted with this proposal.

A copy of the test report shall be left with the owner or designee upon leaving the area. The report shall include all itemized expenses for service. The Contractor shall include an example of the certification report normally issued to the owner in the submitted proposal.

The Contractor is responsible for invoicing UK directly as shown on the purchase order. If the Contractor accepts the UK procurement card, departments may elect to pay in this manner.

Warranties and Guarantees

Contractor agrees to notify UK Environmental Health and Safety, Department of Biological Safety if:

a) Contractor is served with notice of a violation of any law, regulation, permit or license which is related to service,
b) Proceedings are initiated which could lead to revocation of permits or licenses which relate to services,
c) Permits, licenses or other governmental authorization relating to service are revoked,
d) Litigation is commenced against the Contractor which could affect the services rendered,
e) Contractor becomes aware that their equipment or facilities are not in compliance with applicable laws, regulations, permits, or licenses.

Contractor shall notify the UK Environmental Health and Safety, Department of Biological Safety if an exposure incident occurs to service personnel or UK personnel during the certification, repair, or decontamination process.

A product warranty shall be 90 days from installation date. A labor warranty shall be 180 days for repair work and one (1) year for certifications of stationary cabinets.

**Customer Complaint Program and Remediation Procedure**

The Contractor shall have in place a method for dealing with customer complaints related to services rendered. A copy of this policy shall be included with this proposal.

7.2 **Optional Services**

There are no optional services that require description as part of this RFP.
8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

Pricing shall be provided for all services described in Section 7.1, including but not limited to the following the items:

a) Certification of Biological Safety Cabinets
b) Certification of Laminar Flow Clean Benches
c) Decontamination of Biological Safety Cabinets
d) Facility Decontamination (per square foot)
e) Hourly Labor Rates
f) Travel or Additional Surcharges Associated with Non-Routine and Emergency Services

8.2 Optional Services (Section 7.2)

Offerors must provide a bid on the optional services detailed in Section 7.2. The University shall, at its sole discretion, make the determination as to whether the optional service will be undertaken.

This section is to be completed by the individual(s) or requesting department. It should be easy to understand and brief. The purchasing officer should offer samples from other similar RFPs to assist in writing this section.

Please submit your bid on optional services by completing Section 7.2.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.