



UNIVERSITY OF KENTUCKY

Purchasing Division

INVITATION FOR BID

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

INVITATION NO.:	UK-2079-20	<u>RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:</u> UNIVERSITY OF KENTUCKY PURCHASING DIVISION BID DESK, BID # UK-2079-20, BID DATE 06-03-20 322 PETERSON SERVICE BLDG. 411 South Limestone LEXINGTON, KY 40506-0005
Issue Date:	May 19, 2020	
Title:	Furniture: Hightower, Irwin, Landscape Forms, Nemschoff, Sico, Toadvine, Vine and Branch	
Category Specialist:	Craig Locke	
Phone / Email:	(859) 257-2964 / clocke@uky.edu	

IMPORTANT: BIDS MUST BE RECEIVED BY 06-03-20 @ 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:
- 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);
 - 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;
 - 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;
 - 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.
 - 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.
 - 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.

UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

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 be 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 adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

- a. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic, and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
 - b. Payments by check. Payment terms for check payments are Net-30.
 - c. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-40.
- 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.

6. 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.

UNIVERSITY OF KENTUCKY
INVITATION FOR BID (IFB)
SPECIAL CONDITIONS

SCOPE

This Invitation for Bids is to establish a Price Contract for **Furniture: Hightower, Irwin, Landscape Forms, Nemschoff, Sico, Toadvine, Vine and Branch** for the University of Kentucky, Lexington, Kentucky.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for two years 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(s).

PRICE CHANGES

Prices will remain firm for the first year of the price contract. The University or 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 Category Specialist 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.

TERMS AND CONDITIONS

The University’s General Terms and Conditions and Instructions to Bidders, viewable at 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, apply to the Invitation for Bid.

EXTENDED PRICING

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

YES _____

NO _____

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is 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 proposal.

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB's Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, IFB's must be received by 3:00 pm 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.

NOTE: UNLESS OTHERWISE NOTED THE BID SHALL BE RETURNED IN A SEALED ENVELOPE SHOWING THE BID DUE DATE AND TIME, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE BIDDER ON THE FACE OF THE ENVELOPE.

PROPOSAL FORM

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

Regarding 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 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.

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, "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.

DELIVERY**Rejection of delivery****A. Damaged or Inferior Material**

Regarding 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

Regarding 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. Regarding 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, including finishes
- 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.

All quote should have a separate line for any tariff charges.

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 agrees 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, "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, verified field dimensions, space planning, selection of appropriate furnishings, written product pricing and specifications, and color/finish selections. All drawings must meet clearance requirements per code and all furnishings must meet University Fire Ratings.
2. Provide trained and knowledgeable salespeople 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," "quick ship" requirements," and/or "drop shipment" 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.

Requirement for Contract Administration Fee

As a condition of award, successful Contractor(s) shall provide a contract administration fee to the University for all goods and/or services provided under the resultant contract. The fee shall be on a quarterly basis and shall be equivalent to 2% of the aggregate net value of goods/services sold to the University, exclusive of freight charges.

The fee shall be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fee applies to orders which have been successfully delivered/installed and invoiced in the previous quarter. Fees shall be paid in the form of a check made payable to the University of Kentucky and shall be delivered to the Purchasing Division, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40511-0005.

Each fee payment must be accompanied by a statement indicating the referenced University price contract to which it applies and indicate the aggregate value of goods/services provided and invoiced during the quarter, the fee percentage applied,

and the net amount of the quarterly payment. If any errors are found in the report or calculations as determined by University, the successful Contractor shall correct immediately upon notification.

Extended Pricing

The successful Contractor(s) may extend the pricing, terms, and/or conditions of this contract to other universities, state agencies, and public and private institutions, with prior approval of the University of Kentucky. The successful Contractor(s) will pay the University of Kentucky a contract administration fee of two (2) % of goods/services provided and invoiced during the quarter. The fee shall be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fees shall be in the form of a check made payable to the University of Kentucky and shall be delivered to the Purchasing Division, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40511-0005.

The successful Contractor must notify the Category Specialist when the resultant contract is utilized by other universities, state agencies, and public and private institutions in Kentucky.

In the event that successful Contractor(s) does not provide the quarterly payment based on the terms and conditions herein, the contract is subject to cancellation or termination.

Additional Financial Commitment

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates or a (%) percentage rebate.

REPORTS AND AUDITING

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers shall also be completed with the Contractor’s name, contract number, and reporting period.

Reports can be submitted via email to the Category Specialist or other Purchasing Officer responsible for the resultant contract or email to UKPurchasing@uky.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also 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.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

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.

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

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 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 INITIATIVES

The University of Kentucky utilizes an on-line e-cataloging process as part of its Enterprise Resource Planning (ERP) system. SAP Supplier Relationship Management (SRM) is the University's current e-procurement solution; the University is interested in utilizing other e-procurement platforms similar to SAP Ariba, Jaggaer, etc. Modern systems utilize both external "punch-out" catalogs located on contractors' websites as well as internally hosted e-catalogs. 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. The University does not utilize procurement card for suppliers where an e-procurement catalog is available for usage. The University currently utilizes Electronic Data Interchange (EDI) for purchase order placement and invoicing tasks within SRM. Global Healthcare Exchange (GHX) is the University's EDI provider. Other modern platforms utilize billing structures within their environments without the use of a third-party data broker.

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.

Please answer the following questions as it relates to e-procurement:

1. Does your company offer an electronic punch-out catalog that would house products described within this solicitation?

If yes, please answer the following additional questions:

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

b. In addition to specific general products, does your punch-out catalog facilitate loading of customized quotes onto your system for ordering by a University department? If so, describe the process.

c. Can you receive purchase orders via Electronic Data Interchange (EDI) through GHX and/or other platforms?

d. Can you provide return email confirmations via EDI/GHX and/or other platforms?

e. Can you invoice (and issue credit memos) via EDI/GHX and/or other platforms on a line item basis?

2. List any e-procurement platforms with which your manufacturer is currently integrated or has potential for integration. For instance, can or does your manufacturer connect with SAP Ariba, Jaggaer, etc. platforms?

3. Please list other customers (preferably public sector) with whom your manufacturer has integrations or e-catalog processes and describe the relationship and usage.

4. 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 spreadsheet for upload into the University's internally hosted e-catalog? The data may consist 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.

NOTE: UNLESS OTHERWISE NOTED THE BID SHALL BE RETURNED IN A SEALED ENVELOPE SHOWING THE BID DUE DATE AND TIME, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE BIDDER ON THE FACE OF THE ENVELOPE.

BID PROPOSAL FORM

Attachments issued and incorporated with this Invitation for Bids:

- Attachment A – University Fire Ratings
- Attachment B – Medical Center Physical Plant Division (MCPD) Vendor Contractor Guidelines
- Attachment C – 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(s) who bid(s) the best discount(s) offered for each manufacturer line for “delivered and installed” items.

Manufacturer	% Discount on Drop Ship	% Discount on Quick Ship Program	% Discount on Delivered & Installed Items
Hightower			
Irwin			
Landscape Forms			
Nemschoff			
Sico			
Toadvine			
Vine and Branch			

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:

Design \$ _____/hr

Installation of new product: \$ _____/hr

Disassembly/reassembly: \$ _____/hr

Moving of furniture: \$ _____/hr