Request for Proposal
UK-1834-18
Proposal Due Date – 7/12/2018

Research Building 2 Work Category 11D
Vivarium Equipment –
Clean Bedding Delivery System
Project 2425.0
REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:  UK-1834-18
Issue Date:  6/19/2018
Title:  RB2 Vivarium Equipment – Clean Bedding
Purchasing Officer:  Mike Mudd
Email:  MikeMudd2@uky.edu

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 07/12/2018 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/cophone.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 45A.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 45A.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 45A.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.

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.

DELIVERY TIME:
NAME OF COMPANY:
DUNS #

PROPOSAL FIRM THROUGH:
ADDRESS:
Phone/Fax:

PAYMENT TERMS:
CITY, STATE & ZIP CODE:
E-MAIL:

SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED
TYPED OR PRINTED NAME:
WEB ADDRESS:

FEDERAL EMPLOYER ID NO.:
SIGNATURE:
DATE:

IMPORTANT:

PREPAID AND ALLOWED

FEDERAL EMPLOYER ID NO.:

PAYMENT TERMS:

PROPOSAL FIRM THROUGH:

SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED

FEDERAL EMPLOYER ID NO.:
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Attachment K  Specification 115400 – Vivarium Equipment
Attachment L  Drawings
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/offerors’ 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

This Request for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide all labor, equipment and materials for complete Work Category 11D – Clean Bedding Delivery System for Research Building 2 in Lexington, Kentucky.

The Contractor who is chosen to install the product must provide a turn-key installation which includes clean-up from associated installation.

The Contractor who is chosen must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.

Details of the requirements are attached to this RFP containing the drawings for the Project. These drawings and specifications are to be considered as included in this scope and they supplement with the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

The Scope of Services is further defined in Section 7.0, Scope of Services, in this RFP. Including Attachment E, Section A – General Scope of Work Requirements Common to all Work Categories

And the following Attachments and Drawings:

Attachment A General Conditions
Attachment B Special Conditions
Attachment C General Scope of Work Requirements Common to all Work Categories
Attachment D Specific Scope of Work - Clean Bedding Delivery System
Attachment E Determination of Responsibility
Attachment F WBE-MBE Goals
Attachment G EEO Reporting
Attachment H WT Subcontract Agreement
Attachment I WT Safety Program
Attachment J WT QC Program
Attachment K Specification 115400 – Vivarium Equipment
Attachment L Drawings

The Contractor who is chosen to implement the system must provide a single point of contact during the warranty period for all repairs. This single point of contact will have full responsibility for ensuring repairs are completed in a timely manner. Contractor must offer a maintenance contract after the warranty period on the system with a single point-of-contact for all repairs.

Note: The successful bidder will enter into a subcontract agreement with The Whiting-Turner Contracting Company. The form of contract is included with the bid documents and will be executed without exceptions.
Service Level

The Contractor will be responsible for customer service requirements for the system. This includes, but is not limited to; service calls, system maintenance, upgrades and enhancement, etc. The first level of support will be the Dispatcher who will contact the Contractor for resolution. If the problem cannot be solved with his/her assistance then the issue will be elevated to the Supervisor. The Contractor shall provide training for the University on troubleshooting common problems associated with the Parts Washer. The training should provide support staff with escalation procedures if the problem is beyond their skill level.

All service interruptions must be resolved within a reasonable amount of time of a call from the purchaser. Resolution includes all repairs, software upgrades and equipment replacements necessary to restore the full functionality of the system.

The Contractor shall provide procedures to University staff to accommodate major outages during off-hours.

- 100% Availability of the system during normal business hours. Except for regular scheduled maintenance and upgrades as required.

2.2 Background Information

The New Research Building #2 consists of an approximate 300,000 sf new multidisciplinary research laboratory that will be the cornerstone of the University’s push to become a Top 20 national research facility. This facility is based on the latest improvements in research laboratory design standards, with spaces including a 60,000 SF vivarium, wet lab neighborhoods, computational wing, dining facility, meeting spaces, interview and imaging suites. This RFP involves the cagewash at RB2 which is being designed to replace the existing BBSRB cagewash facility and to provide a cagewash facility for the new RB2 vivarium.
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

Release of RFP 06/19/2018
Deadline for Written Questions on 06/28/2018
RFP Proposals Due Date @ 3:00 p.m. 07/12/2018
Post Bid Review* 07/18/2018

* The Post-Bid Review is a projected date.

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. Mike Mudd
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-5409
Fax: (859) 257-1951
E-mail: mikemudd2@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**

A pre-proposal conference will not be held for this equipment. Offerors are encouraged to submit written questions by the date listed in Section 3.1. If a site visit is necessary, please contact John Hearns, Whiting-Turner Project Manager phone 859-286-8336 and email: john.Hearns@whiting-turner.com to schedule a site visit. Site address is 141 Leader Avenue, Lexington Kentucky 40508.

The University will prepare written responses to all questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor.

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 five (5) 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 five (5) 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 is 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**

Anyone wishing to discuss specific items is requested to submit the items in writing to Mike Mudd, Capital Construction Procurement, no later than 06/28/18. Written questions can be submitted by email to: mikemudd2@uky.edu and sbowlin@uky.edu.

Note: Responses to Written Questions received after the above date will NOT be incorporated into the bid documents by an addendum as a result of limited preparation and honoring the issued no later than seven (7) days prior to bidding.

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 provide a Clean Bedding Delivery System as described in the Attachments below.

1. Please provide the Offeror's qualifications for performing the work described in this RFP and Attachments:
   - Attachment C: General Scope of Work Requirements Common to all Work Categories
   - Attachment D: Specific Scope of Work - Clean Bedding Delivery System
   - Attachment K: Specification 115400 – Vivarium Equipment
   - Attachment L: Drawings

2. Please provide the contact information and a brief narrative describing the history of your company. Identify the ownership of your company, the primary contact person for the University account.

3. Please complete Attachment E Determination of Responsibility document

4.6 Criteria 2 – Services Defined

1. Describe the Clean Bedding Delivery System System and equipment that is being offered. The vendor shall provide all materials, equipment, and services as defined in the contract documents to be provided by the manufacturer for the Clean Bedding Delivery System.

2. Equipment Schedule Performance (explain all deviations & exceptions)

3. Drawing Footprint Compliance (explain all deviations & exceptions)

4. Equipment Specifications Compliance (explain all deviations & exceptions)

5. Delivery (confirm FOB jobsite)

6. Manufacturing Facility's capacity to meet scheduled delivery.

7. Do you have the personnel and resources to support the work required for the and services described in this RFP? How many employees are in your company?

8. How does your firm perform the services described in the RFP?
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**

Provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP and to meet the schedule included in the documents.

1. Include a list and brief narrative of similar projects for Clean Bedding Delivery System that your firm has supplied within the past few years.
2. Provide references along with contact information that the University and Whiting-Turner may contact regarding successful performance of similar cage and rack wash projects that your firm has supplied.
3. Provide a detailed schedule for this equipment complete with milestones.
4. Explain how your firm will meet the above schedule.

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 TERMS AND CONDITIONS

Please refer to and incorporate within the Offer the attachments below for this equipment. If there are conflicting information between the aforementioned documents and the sections listed below, the more stringent will apply to this RFP.

Attachments

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td>General Conditions</td>
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<tr>
<td>B</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>C</td>
<td>General Scope of Work Requirements Common to all Work Categories</td>
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<td>K</td>
<td>Specification 115400 – Vivarium Equipment</td>
</tr>
<tr>
<td>L</td>
<td>Drawings</td>
</tr>
</tbody>
</table>

Note: The successful bidder will enter into a subcontract agreement with The Whiting-Turner Contracting Company. The form of contract is included with the bid documents and will be executed without exceptions.

6.1 Bonding

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions. Performance and Payment Bonds shall be in favor of The Whiting-Turner Contracting Company as the obligee.

6.2 Kentucky Sales and or Use Tax

Prime Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

Please identify taxes as a separate item within the Financial Offer. Sales tax in Kentucky is 5%.

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**

Please refer to Attachment A, General Conditions 5.
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**

Please refer to Attachment A, General Conditions

6.11 **Termination for Non-Performance**

Please refer to Attachment A, General Conditions

6.12 **Funding Out**

Not Applicable

6.13 **Prime Contractor Responsibility**

Please refer to Attachment A, General Conditions

6.14 **Assignment and Subcontracting**

Please refer to Attachment A, General Conditions

6.15 **Permits, Licenses, Taxes**

Please refer to Attachment A, General Conditions

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**

Please refer to Attachment A, General Conditions

6.18 **Indemnification**

Please refer to Attachment A, General Conditions

6.19 **Insurance**

Whiting-Turner Contracting Company, Construction Manager, will provide insurance as defined in Attachment A, General Conditions, Article 35, Insurance and Attachment B, Special Conditions, Article 42, Insurance.

Note: The successful bidder will enter into a subcontract agreement with The Whiting-Turner Contracting Company. The form of contract is included with the bid documents and will be executed without exceptions.

The subcontractor for the Clean Bedding Delivery System will provide Insurance as defined in the Whiting-Turner Contracting Company Subcontract Agreement, Exhibit A, Insurance.

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

Not Applicable

6.26  Personal Service Contract Policies

Not Applicable
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 Brand Standards**

Not Applicable

6.29 **Printing Statutes**

Not Applicable
7.0 SCOPE OF SERVICES

As described in Section 2.1, Intent and Scope, of this RFP, the Scope of Services include all labor, equipment and materials for complete Work Category 11D – Clean Bedding Delivery System for Research Building 2 at in Lexington, Kentucky.

The Contractor who is chosen to install the product must provide a turnkey installation, which includes clean up from associated installation.

The Contractor who is chosen must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.

Details of the requirements are attached to this RFP containing the drawings for the Project. These drawings and specifications are to be considered as included in this scope and they supplement with the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

Specific Clean Bedding Delivery System drawings are provided for reference in Attachment L Drawings. In addition to Specification section 115400, Vivarium Equipment, in Attachment K.

Please refer to the following Attachments for the Scope of Services and are additional requirements for this Project:

- Attachment A  General Conditions
- Attachment B  Special Conditions
- Attachment C  General Scope of Work Requirements Common to all Work Categories
- Attachment D  Specific Scope of Work - Clean Bedding Delivery System
- Attachment E  Determination of Responsibility
- Attachment F  WBE-MBE Goals
- Attachment G  EEO Reporting
- Attachment H  WT Subcontract Agreement
- Attachment I  WT Safety Program
- Attachment J  WT QC Program
- Attachment K  Specification 115400 – Vivarium Equipment
- Attachment L  Drawings

The Contractor who is chosen to implement the system must provide a single point of contact during the warranty period for all repairs. This single point of contact will have full responsibility for ensuring repairs are completed in a timely manner. Contractor must offer a maintenance contract after the warranty period on the system with a single point-of-contact for all repairs.

Note: The successful bidder will enter into a subcontract agreement with The Whiting-Turner Contracting Company. The form of contract is included with the bid documents and will be executed without exceptions.
**Service Level**

The Contractor will be responsible for customer service requirements for the system. This includes, but is not limited to; service calls, system maintenance, upgrades and enhancement, etc. The first level of support will be the Dispatcher who will contact the Contractor for resolution. If the problem cannot be solved with his/her assistance then the issue will be elevated to the Supervisor. The Contractor shall provide training for the University on troubleshooting common problems associated with the Parts Washer. The training should provide support staff with escalation procedures if the problem is beyond their skill level.

All service interruptions must be resolved within a reasonable amount of time of a call from the purchaser. Resolution includes all repairs, software upgrades and equipment replacements necessary to restore the full functionality of the system.

The Contractor shall provide procedures to University staff to accommodate major outages during off-hours.

- 100% Availability of the system during normal business hours. Except for regular scheduled maintenance and upgrades as required.
8.0 **FINANCIAL OFFER SUMMARY**

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

8.1 **Base Offer**

The Offeror agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

**BASE OFFER**

FOR THE LUMP SUM OF __________________ DOLLARS AND __________________ CENTS.

(USE WORDS) (USE WORDS)

($____________________________)

(USE FIGURES)

8.2 **Alternate Pricing**

Alternate pricing is to remain valid for one year after RFP response date.

01. Factory Witness Test $________________________
02. Five Year Service Contract $________________________

8.3 **Cost Breakdown**

Fill in the following breakdown of costs included in your base offer. Each item is to include labor, material & equipment. These will neither be considered unit prices nor will the numbers listed here limit obligations required in the bid documents. It will be used only to aid in verifying completeness of the offers.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK (BASE OFFER)</th>
<th>COST INCLUDED IN OFFER</th>
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</thead>
<tbody>
<tr>
<td>Permits &amp; Fees, Mobilizations, Engineering/Shop Drawings</td>
<td>$________________________</td>
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<tr>
<td>Bulk Unloader</td>
<td>$________________________</td>
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<tr>
<td>Filter Receiver</td>
<td>$________________________</td>
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<tr>
<td>Central Vacuum Producer</td>
<td>$________________________</td>
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<tr>
<td>Dust Collector</td>
<td>$________________________</td>
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<td>Item</td>
<td>Amount</td>
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<tr>
<td>Bedding Dispenser</td>
<td>$______</td>
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<tr>
<td>Controls and Control Panels</td>
<td>$______</td>
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<td>Installation</td>
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<td>Tax</td>
<td>$______</td>
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</table>
| **TOTAL BASE OFFER AMOUNT**      | **$______**