

REQUEST FOR PROPOSAL NUMBER - RP-61-08

DATE ISSUED – 04/11/2008

METHOD OF AWARD - COMPETITIVE NEGOTIATION

TYPE OF COMMODITY – FIBER OPTIC CABLING

NAME OF BUYER – KEVIN L. GRAVISS, C.P.M.

TELEPHONE NUMBER - (502) 852-8215

The University of Louisville, Department of Purchasing, will receive sealed Proposals at the address hereon until the time and date shown below.

RETURN ADDRESS

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

DELIVER BY U.S. MAIL TO:
TO:

**Department of Purchasing
University of Louisville
Louisville, KY 40292**

OR

DELIVER BY COURIER OR OVERNIGHT CARRIER PROPOSALS

**University of Louisville
Department of Purchasing
Service Complex, Belknap Campus
Louisville, KY 40208**

PROPOSALS MUST BE RECEIVED NO LATER THAN: (EST) May 16, 2008 @ 2:00 PM

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

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

STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

1. That the attached Proposal covering University of Louisville, Department of Purchasing Invitation No. **RP-61-08** has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation designed to limit independent competition.
2. That the proposer is legally entitled to enter into the contracts with the University of Louisville, an agency of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.325, to 45A.330 to 45A.340, 45A.990 and 164.821(7).
3. That I have fully informed myself regarding the accuracy of the statements made above.

SIGNED BY _____ **PRINT NAME** _____ **DATE** _____

FIRM _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

AREA CODE (_____) TELEPHONE NO _____ **FAX NO** _____

DUNN & BRADSTREET _____ **EMAIL ADDRESS** _____

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

NOTICE

Receipt of this Request for Proposal must be acknowledged upon receipt!

Acknowledgements should be sent
Preferably via e-mail to:

klgrav01@louisville.edu

Or

Fax to (502) 852-7160 or Phone (502) 852-8215

Attn: Kevin L. Graviss, C.P.M.

Include: Name, Company Name, Address, Phone Number
And E-Mail Address on all acknowledgements.

Failure to acknowledge receipt may disqualify any submitted proposal.

Bid/Proposal Submission Checklist

Below is a checklist to use when preparing a Bid/RFP. **Please note that these instructions do not contain all applicable requirements and careful reading of the Invitation to Bid/Request for Proposal is critical.**

**SIGNATURES ARE REQUIRED ON THE FOLLOWING DOCUMENTS:
Failure to sign and return these documents shall deem your proposal non-responsive.**

- Bid/RFP cover sheet/offer on the front page
- Acknowledgment of Addendum(s) (if any)
- Certification of Product Content (if applicable)

- Review all standard terms and conditions
- Properly identify return envelope or box
- Initial any bid or offer changes you make
- Submit bid security (if requested)
- Include literature (if requested)
- Clearly identify alternates
- Review and complete all listed requirements
- Bid/RFP delivery is F.O.B, destination (Ship to: address) Freight prepaid

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RP-61-08 – Fiber Optic Cabling

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INSTRUCTIONS TO PROPOSERS

PREPARATION OF OFFERS

Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his Name, Firm, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.

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

All proposals should be submitted on two-sided recycled paper containing 30% post consumer waste where possible. When proposal is submitted on recycled paper, vendors must complete the attached Recycled Content Form and return it with their proposal.

Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.

Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.

Proposers should present peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

PRE-CONTRACTUAL EXPENSE

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

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

- 1) Preparing its proposal in response to this RFP;
- 2) Submitting that proposal to the University;
- 3) Negotiating with the University any matter related to this proposal;
- 4) Any other expenses incurred by the proposer prior to date of award of the Proposer's Agreement

MULTIPLE REQUEST FOR PROPOSALS

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Request for Proposals. Bidders must determine their single best offering based on the quality specified. Proposals not conforming to this requirement will be rejected.

AMENDMENTS TO REQUEST FOR PROPOSAL

Amendments to this Request for Proposal may be necessary prior to the closing date, and will be furnished in the form of written addenda by mail to all prospective offerors. Oral communication with any person(s) will not be construed as providing amending data to the specifications, unless converted to the form of written addenda and conveyed to all prospective offerors.

INTERPRETATION OF REQUEST FOR PROPOSAL

If any person contemplating the submission of a Request for Proposal has any doubt as to the true meaning of any part of the invitation, he/she should contact **_Kevin L. Graviss, C.P.M., Buyer Senior (502) 852-8215**. Any interpretation of the specifications will be made by written addenda duly issued to each person known to have received a proposal.

QUESTIONS

Vendors requesting clarifications to this Request for Proposal may submit in writing questions for official response by the University. Questions should be sent via email to [_klgrav01@louisville.edu](mailto:klgrav01@louisville.edu) **no later than noon on Wednesday, May 7th**. All questions received shall be addressed by the University via addenda and sent to all known recipients of the Request for Proposal. Addenda may also be viewed at: <http://louisville.edu/purchasing/bids>

SUBMISSION OF OFFERS

Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the Office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

The Request for Proposal number must appear on the outside of the envelope.

**Vendors are required to send One (1) original (clearly marked) and Four (4) copies of their proposal. **

The Request for Proposal must be signed. FAILURE TO SIGN AND RETURN THE COVER SHEET SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE

PROPRIETARY INFORMATION

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

MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he 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. Offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Purchasing.

RECEIPT OF REQUEST FOR PROPOSALS

Request for Proposals must be received in the Office of the Department of Purchasing, Belknap Campus, Louisville, Kentucky, in a sealed envelope not later than **2:00 PM**, local time, on the specified date, at which time all proposals received will be given to the buyer responsible for the proposal. Proposals received after this time shall be deemed non-responsive as per 200 KAR 5:307 Section 4. and will not be considered for award.

FIRM PRICING

Except as otherwise provided, proposed prices must be firm. Prices bid subject to qualifications such as: in effect on receipt of contract/order, escalation or other variables, may be rejected as non-responsive.

FOB DESTINATION

All offers in response to this Request for Proposal must be on the basis of F.O.B. to the University, all freight prepaid. No other terms are acceptable; any proposals bids that do not comply with the above will be rejected.

QUANTITIES

It is herein set forth that all quantities mentioned are purely estimates and are not to be implied or inferred as being guarantees. The University of Louisville is obligated to buy only that the quantity needed during the term of the contract.

TAXES

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

Bidders are informed that material purchased by the contractor, for the performance of this contract for the University of Louisville, 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.

Taxes, Workmen's Compensation, Etc.

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

SUSTAINABILITY

The University of Louisville is dedicated to acquiring products and services that meet Sustainability requirements. For the purpose of judging Sustainability, the following description applies:

A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lessor or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison, where applicable, may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.

INSPECTION

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

GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the Owner shall constitute an acceptance of work done, in accordance with the Contract Documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faculty material or workmanship. The contract shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work, unless a longer period specified. The Owner shall give notice of observed defects with reasonable promptness.

DAMAGES

Failure of the University to invoke liquidated damages at the immediate time of the delay of delivery or installation, does not waive the right of the University to invoke said damages at a later date

DAMAGE TO PROPERTY

This contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.

INSURANCE

Insurance Requirements for Standard Contracts

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

MINIMUM COVERAGE AMOUNT

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

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

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

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

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

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

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

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately secure the area, notify the Owner and await positive identification of the suspect material. During the downtime in such a case the Contractor shall not disturb any surroundings surface but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

ASBESTOS CONTAINING MATERIALS

No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked "May Contain Mineral Fiber" will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.

An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."

AWARD OF CONTRACT - COMPETITIVE NEGOTIATION

Award shall be made on the lowest responsive / responsible bidder offering the best valued proposal to the University as evaluated based upon price and criteria listed within the proposal. If not feasible to award in the manner proposed, the Department of Purchasing reserves the right to change the method of award.

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

A written award (or acceptance of offer) mailed (or otherwise furnished) to the successful offeror shall be deemed to result in a binding contract without further action by either party, and all terms and conditions of this Request for Proposal are hereby incorporated into any such contract.

The University reserves the right or make multiple awards if deemed to be in the best interest of the University.

OTHER STATE AGENCIES

Upon mutual consent of all parties the established contract may be extended for use to other Commonwealth of Kentucky Agencies and Universities.

INTERVIEW AND NEGOTIATION SESSIONS

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

DISPOSITION OF PROPOSALS

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

CONTRACT PERIOD

The contract established by this Request for Proposal will be for the period of one year with the option to renew for 4 additional one year periods. All prices shall be firm for the first year of the contract. The University of Louisville, upon agreement with all parties, shall have the option to extend the contract up to one year.

CONTRACT CHANGES

During the period of the contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University.

Should the Contractor find at any time that existing conditions make modification in requirements necessary he shall promptly report such matter to the Department of Purchasing for consideration and decision.

AMENDMENTS

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

CONTRACT RENEWAL

This contract may be renewed by mutual agreement between the vendor and the University. Renewal shall be based on satisfactory performance of the vendor for the work described in the specifications. The vendor shall submit a request for renewal of contract no later than thirty (30) days prior to expiration of the contract. The University may make an evaluation of market conditions and, if justified, an increase or decrease of contract prices can be made based upon a present increase or decrease in prices of raw goods.

CONTRACT CANCELLATION

The contract established by this Request for Proposal shall be non-cancelable during its life except for mal-performance, non-performance, substitution of commodities, or failure to comply with specifications given herein on the part of the vendor. **If a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.** In the event of such action being necessary, the contract shall be null and void upon receipt of thirty (30) day written notice from the University of Louisville, Department of Purchasing.

The University reserves the right to cancel any established contract as a result of the Request for Proposal if any policy or procedural changes occur that would warrant discontinued use of the contract.

FISCAL FUNDING OUT CLAUSE

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

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

PAYMENT OF INVOICES

See Page 2 of this Request for Proposal.

PERMITS AND CODES

The contractor shall obtain all permits necessary for any and/or all parts of the work from the authorities governing such work. Evidence that such permits have been issued shall be furnished to the Owner, if requested, before beginning work. The contractor shall observe all applicable Federal, State and Local codes governing the work. Building permits, when required shall be procured by the contractor.

PROTECTION AT SITE

Pedestrian and automobile traffic near project sites shall be protected from injury and damage due to construction activities by appropriate means such as roping off walk or driveways, erecting warning signs, erecting snow fences and other positive ways which will divert traffic from areas of possible danger. Special attention shall be given to open trenches regarding pedestrian traffic with emphasis on blind or handicapped pedestrians. Open trenches shall be fenced with snow fence and also protected by audio means.

CLEAN-UP

It shall be the duty of the contractor to keep the job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the Owner or the Owner's appointed representative.

REQUEST FOR PROPOSAL PROTESTS

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

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or selection for award of a contract by the University of Louisville, may file a protest via Certified Mail with the Director of Purchasing within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. An up to date posting of current awards can be found at http://louisville.edu/purchasing/bids/awarded_bids.html. All protests must be in writing and must use the phrase "**Request for Proposal Protest**" in the letter.

The Director of Purchasing shall review all facts presented and render a determination in writing promptly to the aggrieved person.

The aggrieved person may appeal the determination in writing via Certified Mail within four calendar days to the Associate Vice President for Business Affairs who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via certified mail to the Director of Purchasing. The ruling of the Associate Vice President shall be the final action on behalf of the University. Copies of the bid procedure are available on request from the University of Louisville Purchasing Department.

In the event of a bid protest, the University may notify the successful bidder to suspend the contract/order while the protest is being reviewed. Depending on the outcome of the protest, the contract/order may be cancelled or confirmed. Any questions regarding this procedure should be addressed to the Director of Purchasing, (502) 852-8220.

INDEMNIFICATION

Any liability of the University to indemnify the Contractor as specified, shall be in accordance with Kentucky Revised Statutes KRS 44.070 to 44.160 (board of claims act) and KRS 45A.245 through 45A.275 (control claims act.)

CONFLICT OF INTEREST

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

KENTUCKY CAMPAIGN LAWS:

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

COMPLIANCE - STATE LAWS

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

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

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

EQUIPMENT SAFETY REQUIREMENTS

All equipment offered against this Request for Proposal must be in full compliance with all current safety standards as established by Federal, State, and Local governments, including, but not limited to, all current OSHA standards applicable to the manufacture, distribution, and use of said equipment. Furthermore, all equipment, including the listing and labeling of the equipment, must meet the requirements stated in the current edition of the NFPA 70 National Electrical Code. Bidders, by completing and submitting a bid in response to this Invitation to Bid, do certify that any equipment proposed shall be in full compliance with all of the above applicable safety standards.

ANTI-KICK BACK

All Bidders shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

FEDERAL DEBARMENT

Vendor's signature on this solicitation response certifies that the vendor and , where applicable, sub-contract vendor, is not debarred from doing business with federal agencies and that , if debarred during the life of the contract or sub-contract, the vendor will notify the University buyer of record within seventy-two (72) hours of the federal debarment.

AUDITED FINACIAL STATEMENTS

The University reserves the right to request Audited Financial Statements from any and all firms submitting proposals in order to adequately evaluate firm(s) financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the bid file and will not be subject to open records inspection/requests.

CONDUCT OF EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Contractor and shall be subject to automatic dismissal by the Contractor.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No contractor or subcontractor employee shall fraternize, use abusive language, make either verbal or suggestive overtures to or with the students, staff and general public at or near the facility or job site.

Job conduct and responsibilities shall be discussed regularly at sub-contractor meetings.

SMOKE FREE BUILDINGS

All University of Louisville buildings, including mechanical rooms, is smoke free.

SUPPLIER CERTIFICATION

The awarded contractor will be required to sign and execute the attached "Supplier Certification" upon request by the University of Louisville Human Resources Department.

OTHER INFORMATION

Any questions regarding this Request for Proposal should be directed to:

Kevin L. Graviss, C.P.M.
Department of Purchasing
University of Louisville
Louisville, KY 40292
(502) 852-8215
Klgrav01@louisville.edu

Request For Proposal – RP-61-08

Fiber Optic Project

University of Louisville

General

The Communication Services department of the Information Technology division at the University of Louisville is inviting you to submit a proposal, in accordance with this Request for Proposal, to provide installation of fiber optic cable. For the purposes of this Request for Proposal, the University seeks pricing for installation, splicing and terminating of fiber optic runs stated as three options as described in Sections 1 and 9 of this request.

Any award as a result of this Request is intended to also be made available to (i.e., extended to) the following entities: (1) University of Louisville, (2) members of the Kentucky Educational Cooperative which includes public universities in the Commonwealth of Kentucky, (3) agencies of the Commonwealth of Kentucky, (4) local or county governments in the Louisville metropolitan area, (5) Jefferson County Public Schools (JCPS), (6) members of the Project RUN (Rural Urban Network) consortium, and (7) non-profit organizations in the Louisville metropolitan area. The Project RUN (Rural Urban Network) consortium membership is limited to organizations which are: non-profit entities, have as part of their charter/by-laws an educational component to their mission, and have a community public service component to their mission. Organizations/entities which may qualify include: Jefferson County Public Schools K-12, branches of state government, all political subdivisions of the Commonwealth such as, county government, city government, non-profit organizations such as museums, science centers, zoos, and cultural centers. For-profit organizations are excluded. (Note: Throughout this RFP, references are made to University. The references to University in this document would be applicable to the respective entity acquiring services resulting from an award of this RFP unless it is clearly indicated that such reference applies only to the University of Louisville.)

Disclaimers

The University of Louisville reserves the right to withdraw this request at any time and for any reason, and issue such clarifications, modifications, and/or addenda as may be appropriate.

Receipt of proposal materials by the University of Louisville or submission of a proposal to the University of Louisville confers no right upon the vendor nor obligates the University in any manner.

Payment

The vendor(s) selected for service will receive payment from the University for services incurred within the scope as outlined. Payments shall be made pursuant to invoices presented when services for a specific project are completed by the vendor(s) and approved by the designated representative of the participating entity issuing a work order under the resulting contract upon reconciliation of the charges indicated.

In the case of the University of Louisville, the designated representative will be a University Communications Services representative. Payments for services by use of this contract shall be the responsibility of the entity issuing the work order to the vendor under the terms and conditions of the contract resulting from the award of this request for proposal.

Specifications and Requirements

Section 1. Services

The University of Louisville expects to make an award(s) for the installation of fiber optic cable to locations described herein and locations to be specified in the future. Each vendor is requested to supply quotations for two categories of services: (1) individual pricing for each specified location, (2) time and materials pricing for future additional locations.

- A. For the individual location of specified locations, the vendor is to provide a price for installing each individual location. With this option, there is no guarantee or assumption that any other locations other than the individual location being quoted will be completed. While it is foreseeable that more than one location may actually be requested and completed during the first year of the agreement, there is no guarantee or assumption that any location other than the one being quoted will be constructed.
- B. For the time and materials option, the vendor should provide a firm price for a minimum of one year from execution of the contract resulting from this award. The price should specify pricing per foot for installing the fiber optic cable for aerial installation, boring underground, trenching installation, and underground installation in existing conduit. Pricing shall also specify the price per foot for materials required (specify pricing for the multiple fiber optic cable categories separately, e.g., 24 strand single mode, 24 strand multi-mode). (See 9.2 Option B and pricing sheet in Appendix A for details.)

1.2 It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the participating entity prescribing the work will sustain substantial monetary and other damages in the event of a failure or delay by the vendor in the completion of the work hereby contracted. It is further understood and agreed and made part of this contract that the work must be begun, performed, and completed without delay by the vendor upon mutually agreed work start date. If the contractor vendor fails to begin, or can not complete said work in due and proper time, the vendor may be declared in default of this contract. Fixed and liquidated damages in the amount of \$200.00 per calendar day shall be assessed against the vendor for each calendar day during which the work under this contract remains incomplete after mutually agreed final completion date.

Section 2. General Work Standards

2.1. Vendor proposes to perform service for the University as described in this proposal. All work will be performed in accordance with all applicable codes, ordinances, statutes, regulations, safety requirements which includes, but is not limited to, the current National Electrical Code (NEC), the National Electrical Safety Code (NESC), OSHA while meeting or exceeding guidelines endorsed by the National Fire Protection Agency (NFPA). All work performed will reflect standards presented in EIA/TIA 568 Commercial Building Telecommunications Cabling Standards and EIA/TIA 569 Commercial Building Telecommunications Pathways and Spaces.

Note: When installation occurs on or uses a utility's structures, the work shall also be in accordance with any and all applicable safety requirements of the utility and the safety standards of any other authority having jurisdiction.

Further any vendor must be acceptable to the utility as a qualified contractor for any installation or modification of fiber optic cable performed within the “electrical space” and “communications space” of the utility as defined by the NESC.

2.2. All work will be performed in a professional, courteous, and expeditious manner. All efforts will be made to prevent or minimize disruption of operations, instruction, and duties of university personnel and students. The vendor will work with a good faith effort to execute the prescribed work to completion, within the project schedule.

Section 3. Access

3.1. University will provide access to all necessary workplaces including telecommunication wiring closets, main distribution frames (MDF), intermediate distribution frames (IDF), mechanical rooms, manholes, telecommunication vaults if locked, utility tunnels, or other areas needed to accomplish prescribed work on University property.

3.2. In the event that master keys are required, a representative of the contracting company will sign for and assume full accountability for possession of keys. A designated project leader may sign for keys needed on a daily basis. (Note: Such accountability for keys includes reimbursement of costs for any re-keying necessary due to a loss of keys.

3.2.1. For the University of Louisville, master keys for Belknap campus are available for sign out at Work Control located in the Service Complex building located on Belknap campus. Master Keys for the downtown Health Science campus are available for sign out at the Physical Plant office located in HSC “B” building, room 16. For access to areas on Shelby campus, coordination with a University Communication Services representative is required.

3.3. The vendor will not assume accountability for or absorb costs associated with delays that are the direct result of University scheduling, policies, procedures, personnel, or denied accessibility. The university will not absorb costs associated with delays attributed to the vendors scheduling, policies, procedures or other internal causes.

3.4. For site-specific projects, “out-of-hours” work may be performed to accommodate University personnel and operations.

3.5. Obtaining proper parking permits is the responsibility of the vendor providing services.

3.5.1 Parking on all University of Louisville campuses requires a parking permit per vehicle. This permit may be obtained at the Floyd St. parking garage from the Department of Public Safety Parking office.

Section 4. Environment

4.1. University will provide, in advance, notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extra-ordinary conditions that may exist and which may affect the accomplishment of prescribed work.

4.2. The vendor will provide necessary protective safety devices including eye, ear, head and foot protection, and disposable work clothing where required. The vendor will abide by all Occupational Safety and Hazard Association (OSHA) regulations and guidelines.

4.3. If required, the vendor will perform prescribed work in hospitals, clinics, and health care facilities with discretion. The University, where required, will provide surgical-type disposable protective clothing.

4.4. The vendor will not enter areas suspected to contain communicable or airborne diseases, toxic or hazardous materials, unencapsulated asbestos or other similar environments except by special agreement and when accompanied by authorized personnel.

Section 5. Documentation

5.1. The University will supply, if available, to the vendor any site plans, blue prints, or technical drawings needed to perform prescribed work within facilities the University owns.

5.2. The vendor will return, in good condition, to the University any site plans or blueprints related to the prescribed work upon completion of project.

5.3. The vendor will adhere to TIA/EIA-606, the Administration Standards for the Telecommunications Infrastructure of Commercial Buildings.

5.4. The vendor will provide to the University, upon completion of prescribed work, all documentation resulting from testing of fiber optic cable installation in printed format. The vendor will supply to the university, asbuilt route maps indicating fiber location, height placement on poles, location of underground placement, footage markers of spans and overall length of footage installed.

5.5. Where the fiber optic cable is installed on or using any utility structures, the vendor will install identifying markers on the cable at each pole to which the cable is attached. Such marker shall be submitted to the utility organization for approval prior to use and cannot be of a similar color or design as the marker of any other entity attached to the pole(s). Identifying information for marker shall be provided to contractor.

Section 6. Equipment

6.1. The vendor will provide all equipment to perform prescribed work. This includes, but is not limited to, aerial lifts, cable pulling wenchers, cable reel jack stands, ropes, lubricants, ladders, fiber optic termination tools, and manhole pry bars, etc.

6.2. The vendor will test and certify all fiber optic cabling. The vendor will provide all test equipment.

Section 7. Vendor Capabilities

7.1. The vendor will supply documentation to show current certificate of insurance and bonding information.

7.2. Describe the strength and experience of the vendor in the telecommunication outside plant cabling business.

7.3. Describe and provide references for any successful outside plant cabling projects that have been accomplished. Include contact name, phone number and or e-mail address.

7.4. Specify the number of full time employees and the use of subcontractors if retained.

7.5. Describe the financial and technical resources of the vendor that can be applied to cabling project.

7.6. Describe the commitment to partnership and flexibility that can be applied to working with UofL IT - Communication Services and partners of the RUN consortium.

Section 8. Accreditation

- 8.1. List all current certification(s) in the telecommunication field that the company holds.
- 8.2. List all current certification(s) in the telecommunication field that individual employees hold.
- 8.3. List all organization(s) in the telecommunication field that the company currently holds membership.
- 8.4. List all organizations in the telecommunication field that individual employees hold membership.

Section 9. Pricing Structure

Please provide pricing in two categories:

- 9.1. Option A. - Individual Locations - provide inclusive costs for each specific lateral. Include all labor and materials to complete each of the fiber laterals individually.
- 9.2. Option B. - Time and Materials - Stated in costs on a per-foot basis. Include per-foot cost for aerial placement, over-lashing, trenching, boring, cutting and restoring concrete pavement, cutting and restoring asphalt, splicing per strand, terminating per strand and testing per strand. Include all labor and materials to complete the fiber run(s) end to end.

Section 10. Components

- 10.1. All fiber will be tagged with indicators identifying the fiber as the property of the University of Louisville (or the entity specified in the work order where another entity other than UofL is requesting services under this agreement.)
- 10.2. In all new construction when installing innerduct the innerduct shall be a multi-cell textile type.

Section 11. Contractual Issues

- 11.1. The University of Louisville cannot automatically renew any contract resulting from this RFP.
See Contract Renewal ITB
- 11.2. The initial period of the contract will be for one year from the date of signing, and may be renewed for additional one-year periods not to exceed five years by mutual agreement of the University of Louisville and the vendor. Increases or adjustments in costs on renewal contracts shall not exceed United States CPI indexes.
- 11.3. Any contract resulting from an award of this contract will incorporate this Request for Proposal and the successful vendor's response to this Request as a material part of the resulting agreement.
- 11.4. University may terminate any resulting agreement upon thirty (30) days written notice to the vendor in the event of the vendor's failure to cure a material breach of the contract within thirty (30) days after receipt of written notice of the breach. In the event of termination of contract, all service must stop immediately and any vendor equipment located on University property must be removed promptly.

Section 12. Permits

12. The contractor will provide approved State, City, County and Railroad permits. Contractor shall obtain any other permits required for completion of the work.

Section 13. UofL Locations

Alternate route proposals for the following laterals will be considered. Alternate route proposals that offer advantages and cost savings to the university may be accepted. All route proposals must have the approval of the local power company when utilizing their power poles. The following routes are proposed by the University of Louisville. Under no circumstances is fiber to be placed on AT&T owned poles.

13. Legend:

Example: 1-UL/XXX

1 = Number designates which lateral for UofL.

UL/XXX= University of Louisville/XXX =building(s) initials

13.1 MedCenter 3201 East Jefferson St. to KWING 555 South Floyd St. and Dental School
501 South Preston St.

1-UL/MC3-KWING
Approximately 7,200ft

Lateral number UL/ MC3-KWING is to be a 72 strand single mode fiber optic cable. The proposed underground route is to extend (2) four inch conduits encased in concrete from the KWING building at the corner of Floyd St. and Abraham Flexner heading north on Floyd St. to East Jefferson turning west on East Jefferson and terminating at MedCenter 3 connecting to existing stubbed out conduits. Install (1) three inch three cell MaxCell textile innerduct with tracer in one conduit. Leave second conduit empty. Terminate strands 1 through 72 in room 229 of MedCenter 3 and room LL01 at KWING.

13.2 MedCenter 3 201 East Jefferson St. to Dental School 501 South Preston St.
Approximately 7,200ft

2-UL/MC3-DTL

Lateral number UL/MC3-DTL is to be a 72 strand single mode fiber optic cable. The proposed combination aerial/underground route is to extend (2) four inch conduits from the north side of the Dental School building crossing Muhammad Ali, then go aerial on LG&E power poles beginning at the northeast corner of Muhammad Ali & Preston heading north on Preston to the pole nearest the alley at the Haymarket property. At this point install (2) four inch conduits from base of pole heading west along the alley crossing the Haymarket property, crossing Floyd St. and extending to the existing hand hole at the corner of the MedCenter 3 parking lot. Placement for communications duct bank at the Haymarket property must be coordinated with property developer. Install (1) three inch three cell MaxCell textile innerduct with tracer in one conduit of each section. Leave second conduit empty in each section.

Section 15. Evaluation

Each vendor should describe their ability to conform to each of the specifications and Requirements set out above. All specifications are required unless otherwise indicated.

Note: Inability to conform to required specifications may be grounds for rejection of a proposal.

Responses will be rated on a point scale based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>	<u>Rating/Point Scale</u>
1. Completeness, detail and conformance to the specifications	30%	0 – does not conform 5 – marginal conformance 10 – completely conforms
2. Pricing	45%	0 – least favorable terms 10 – most favorable terms
3. Strength, commitment, experience, and resources of vendor	25%	0 – poor 5 – adequate 10 - excellent

An evaluation committee will be established to review, evaluate and score the submitted proposals. The evaluation committee will be composed of representatives from the University of Louisville. It may also include representatives from Project Run2 members. UofL reserves the right to include external consultants as necessary to serve as resources in reviewing and evaluating the proposals.

Appendix A. – Pricing

Fiber Cabling Services

Fiber splicing (fusion)

	4 Stran d	6 Stran d	12 Stran d	24 Stran d	36 Stran d	48 stran d	72 Strand	96 Strand
Price \$ Per splice								

Fiber termination

	4 Stran d	6 Stran d	12 Stran d	24 Stran d	36 Strand	48 stran d	72 Strand	96 Strand
Price \$ Per strand (loose tube)								
Price \$ Per strand (tight buffered)								

Fiber placing (aerially)

	4 Stran d	6 Stran d	12 Stran d	24 Stran d	36 Strand	48 stran d	72 Strand	96 Strand
Price \$ Per fiber cable								

Fiber over lash

	4 Stran d	6 Stran d	12 Stran d	24 Stran d	36 Strand	48 stran d	72 Strand	96 Strand
Price \$ Per fiber cable								

Fiber Optics	Quantity	Price
OTDR Fibers One Direction	per strand	
OTDR Fibers Bi-Directional	per strand	
Test for Attenuation Loss	per strand	

Fiber Cabling Construction Services

Core, Sleeve, Seal Drywall	
1" Core	
2" Core	
3" Core	
4" Core	

Core, Sleeve, Seal Concrete 6" or less	
1" Core	
2" Core	
3" Core	
4" Core	
5" Core	
6" Core	
Cores over 6" Deep	

	Unit	Price
Surface Raceway (metal)	Labor per foot	
Down guy – 10M with yellow plastic guy guard	Labor each	
U-Cable guard – 3" galvanized guard from ground level to 18" below support strand	Labor each	

Locating utilities

	Unit	Price
Spot Existing Utility in Asphalt "Applies to Bore Only"	Each	

Directional Boring Prices (non-asphalt)

	<u>0 - 100'</u>		<u>0-200'</u>		<u>0-500'</u>		<u>501 - & up</u>	
1 - 4" conduit		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
2 - 4" conduits		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
4 - 4" conduits		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.

Directional Boring Prices (asphalt)

	<u>0 - 100'</u>		<u>0-200'</u>		<u>0-500'</u>		<u>501 - & up</u>	
1 - 4" conduit		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
2 - 4" conduits		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
4 - 4" conduits		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.

	Unit	Price
Rock Adder Bore up to 4"	FT	

**Conventional Underground Installation
Trenching - Fiber Optic
(Dirt Only)**

Price per Trench Foot

Cover in Inches	1 - 200'	0-1000'	Over 1000'
24 in. minimum			
30 in. minimum			
36 in. minimum			
42 in. minimum			
48 in. minimum			
Excess of 48 in.			

	<i>Price per Trench Foot</i>
Placing each additional cable (all sizes) Simultaneously with first wire or cable. (Larger diameter cable shall be the Primary cable)	
Each additional buried wire placed Simultaneously with first wire or cable	
Placing 6" marking tape (as specified)	
Furnish 6" marking tape	
Rock Excavation - THIS ITEM PER CUBIC FOOT	

Conventional Pricing

	<u>0 - 100'</u>		<u>0-200'</u>		<u>0-500'</u>		<u>501' & UP</u>	
1 - 1 ¼ innerduct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
2 - 1 ¼ innerduct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
3 - 1 ¼ innerduct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
4 - 1 ¼ innerduct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
1 - 2"HDPE duct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
1 - 4" HDPE duct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
2 - 4" HDPE duct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.
4 - 4" HDPE duct		Lin. Ft.		Lin. Ft.		Lin. Ft.		Lin. Ft.

Pricing to include the material to restore the pavement back to its original surface.

**Other Requirements Related to Underground Conduit
Rodding and Wiring Ducts**

(Assumes free of obstructions or defects and no cleaning required)

	<i>Price per Duct Ft.</i>
Pneumatic Rodding Conduit - Place Pulling Wire/Rope or Tape	
Mechanical Rodding Conduit - Place Pulling Wire/Rope or Tape	
Hand Rodding Conduit - Place Pulling Wire/Rope or Tape	
Mandrel Conduit	
Rodding Conduit with Existing Cable	

Price as per Square Foot

	<u>Remove</u>	<u>Restore</u>	<u>Material & Quantity</u>
Sod (all types) (to include topsoil)			
Gravel or Crushed Rock in increments Of 2 inches (up to 600 sq. feet)			
Asphalt, Blacktop, Macadam or Equivalent in increments of 2 inches			
4 ½" Concrete (sidewalk, driveway)			
6 inch Concrete (sidewalk, driveway)			
Each additional 2 inch Concrete (roadway or driveway)			
Cobblestone/Brick (roadway or sidewalk)			
	12" or part thereof		Material
Furnish and Place base, i.e.; 1 - 10 mix, Flowable fill			

Price as per Square Foot

	<u>Restore</u>	<u>Restore</u>	<u>Milling</u>	<u>Milling</u>	<u>Material</u>
	1 - 3000'	Over 3000'	1 - 3000'	Over 3000'	
Asphalt overlay less than 2" applicable only to asphalt above level of existing pavement (to include tac-coat)					

Price as Per Square Foot

	1 - 10000'	Over 10000'	Material & Quantity
Conventional Seed and mulch (or straw) per Local or State Regulations			
Hydro seed per Local or State Regulations			

Price as Per Linear Foot

	Remove	Restore	Material
Concrete Curb Only			
Concrete Gutter Only			
Concrete Curb and Gutter (Monolithic Construction)			
Granite Curb (retain and reuse)			
Saw Concrete			
Saw Asphalt			

PERSONNEL ITEMS

Price Per Hour

	Regular	Overtime
Foreman-Operator or Working Leader		
Laborer		
Uniformed police Officer		
Flagman (price to include transportation, Warning devise, and walkie-talkie as needed)		

EQUIPMENT ITEMS**Price Per Hour if applicable**

1 Ton Truck or Less	
1 ½ Ton or 2 Ton Truck	
1 ½ Ton 2 Ton Truck with winch/reel driver	
Tractor with Semi-Trailer	
Air Compressor, 1 - 2 pneumatic hammers	
2 - 3 inch water pump	
4 inch water pump	
Blower (gasoline or electric)	
Pole trailer or cable trailer	
Trencher - any size	
Hole Hog	
Tractor (bulldozer)	
Backhoe (rubber tires)	
Hydraulic pole truck	
Motorized tamper	
Rodding Truck/mechanical	
Generator up to & including 2000 watts	
Generator over 2000 watts	
Asphalt or concrete saw (includes blades)	
Front End Loader (rubber tires)	
Tractor with Bush Hog	
Crawler Backhoe	
Cable Plow	
Dump Truck (up to 2 ½ ton)	
Fork Lift	

6 inch Water Pump	
Vibrating Plow	
CAD Welder	
Hoe Ram Attachment (with special air compressor)	
Electric Handsaw or ½ inch Electric Drill (includes blades and bits)	
Barricade with Lights	
Highway Directional Flashing Signal	
Concrete Barrier (per 5 foot section)	
Safety Lights	

University of Louisville

SUPPLIER CERTIFICATION

1. EQUAL OPPORTUNITY CLAUSE

(Applicable to contracts and purchase orders exceeding \$10,000.)

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this contract or purchase order, the Bidder, Offerer, Applicant, Seller, or Subcontractor (hereupon referred to as Supplier) agrees as follows:

- a. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- b. Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- e. Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Supplier's noncompliance with the nondiscrimination clauses of this contract or purchase order or with any of such rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or

purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.¹

2. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(Applicable to contracts and purchase orders exceeding \$10,000.)

This contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- a. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this contract or purchase order and those which occur during the performance of this contract or purchase order, including those not generated by this contract or purchase order and including those occurring at an establishment of the Supplier other than the one wherein the contract or purchase order is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- b. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.
- c. The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- d. The Supplier shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the contract or purchase order, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.

¹ For federally-assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

- e. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. As long as the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause:
 - 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
 - 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.
 - 4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.
 - 5. "Disabled veteran" means a person entitled to disability compensation under the law administered by the Veterans' Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
 - 6. "Veterans of the Vietnam era" means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or

released from active duty for service-connected disability if any part of such duty was performed after August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

3. CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to contractors exceeding \$10,000 in contracts with the University of Louisville.)

This contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex or national origin.

The undersigned Supplier certifies to the University of Louisville and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, offerer, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

4. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

(Applicable to contractors exceeding \$10,000 in contracts with the University of Louisville.)

This contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this contract or purchase order, Supplier agrees as follows:

- a. that it will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- c. that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- d. that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- e. that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f. that it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in contracts with the University of Louisville.)

This contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

6. FILING CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in contracts with the University of Louisville.)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University of Louisville, within 30 days after the award to him of a contract or subcontract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

7. AFFIRMATIVE ACTION CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in contracts with the University of Louisville.)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers.²

² Nonconstruction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

The undersigned Supplier agrees that the clauses set forth herein are, where applicable, hereby incorporated in every nonexempt contract or purchase order between us currently in force or what may be issued.

This form is being sent to all entities doing business with the University of Louisville. Not all sections apply to all suppliers. Your signature hereon will signify your acceptance of the provisions of those sections legally applicable to you and not to those sections which are inapplicable.

FIRM NAME _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

DATE OF EXECUTION _____

SAMPLE