



INVITATION FOR BID

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

INVITATION NO.: UK-2351-23

Issue Date: 11/30/23

Title: Liquid Nitrogen

Contracting Officer: Robert Busch

Phone: 859-257-5474

**RETURN ONE ORIGINAL COPY AND ONE USB
DRIVE OF BID TO:**

UNIVERSITY OF KENTUCKY
PROCUREMENT SERVICES BID DESK,
BID # UK-2351-23 BID DATE 12/14/23
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

IMPORTANT: BIDS MUST BE RECEIVED BY 12/14/23 @ 3:00 P.M. LEXINGTON, KY TIME

The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this IFB. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the IFB.

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

- I hereby swear (or affirm) under the penalty for false swearing as provided by Kentucky Revised Statutes (KRS) 523.040:
1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
 2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition and is in full compliance with KRS 45A.455;
 3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
 4. That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
 5. That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
 6. That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

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

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

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED	CITY, STATE & ZIP CODE:	WEB ADDRESS:
DUNS #	SIGNATURE:	DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

UNIVERSITY OF KENTUCKY

INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

- 1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky's General Terms and Conditions.
- 1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.
- 1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).
- 1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.
- 1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Procurement Services. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder's disqualification.
- 1.8 Unless otherwise stipulated in a bidder's response, the bidder's offer is in strict accordance with the University's specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and the University may determine the bid to be non-responsive.

2 Submission of Bids

- 2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Procurement Services before the due date and time set forth in the solicitation. The time shown on the recording clock in Procurement Services is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.
- 2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Procurement Services.

- 2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.
- 2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.
- 2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

- 3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.
- 3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.
- 3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.
- 3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.
- 3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.
- 3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.
- 3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.
- 4.2 The term "Responsible Bidder" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.
- 4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to

make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

- 4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- 4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.
- 4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

- 5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order.

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

- a. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
 - b. Payments by check. Payment terms for check payments are Net-30.
 - c. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.
- 5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.
- 5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University's procurement card as a method of payment unless a specific exception is stated in the bidder's response to the IFB. No additional charges may be added for acceptance of the procurement card.
- 5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

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

7. Affiliation of King's Daughters Medical Center (KDMC)

The University of Kentucky is authorized to add King's Daughters Medical Center (KDMC) to any contract. As of December 1, 2022, King's Daughters Medical Center based in Ashland Kentucky officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio, and West Virginia. Its health system is comprised of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company, and six urgent care centers.

8. Reports and Auditing

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

In addition to the aforementioned quarterly reporting of goods and services, contractors are also required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diversity Tier 2 or subcontractors affiliated with company. Quarterly reports for Tier 2 diverse suppliers/subcontractors must accompany the standard quarterly report requirement. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting their standard quarterly reports.

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

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

Reports can be submitted via email to UKPurchasing@uky.edu based by the deadline(s) listed herein.

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

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

9. 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.

10. Requirement for Contract Administration Fee

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

The fee should be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fee applies to orders which have been successfully delivered/installed and invoiced in the previous quarter. Fees should be paid in the form of a check made payable to the University of Kentucky and should be delivered to Procurement Services, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40506-0005. Each fee payment must be accompanied by a statement indicating the referenced University price contract to which it applies and indicate the aggregate value of goods/services provided and invoiced during the quarter, the fee percentage applied, and the net amount of the quarterly payment. If any errors are found in the report or calculations as determined by University, the successful Contractor should correct immediately upon notification.

The successful Contractor(s) may extend the pricing, terms, and/or conditions of this contract to other universities, state agencies, and public and private institutions, with prior approval of the University of Kentucky. The successful Contractor(s) will pay the University of Kentucky a contract administration fee of two (2) % of goods/services provided and invoiced during the quarter. The fee should be reported and paid

within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fees should be in the form of a check made payable to the University of Kentucky and should be delivered to Procurement Services, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40506-0005.

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

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

UNIVERSITY OF KENTUCKY
INVITATION FOR BID (IFB)
SPECIAL CONDITIONS

SCOPE

This Invitation for Bids is to establish a Price Contract for Liquid Nitrogen for the University of Kentucky, Lexington, Kentucky.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for two (2) years from date of award with the option to renew for five (5) additional years in one year increments upon mutual consent of the University and the successful contractor.

TERMS AND CONDITIONS

The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this Invitation to Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the Invitation for Bid.

PRICE CHANGES

Prices will remain firm for the initial period (see contract period) of the price contract. The University or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in Procurement Services in writing 30 days prior to the end of the current contract period. Upon approval by Procurement Services, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

EXTENDED PRICING

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

YES ☐

NO ☐

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

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

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

PRE-BID CONFERENCE / SITE VISIT

A pre-proposal conference / site visit will be held in Lexington, Kentucky on 12/7/23. This conference / site visits provides offerors an opportunity for oral questions. The schedule and logistics are as follows:

Physics and Astronomy Building / Meet at 9:30 AM

Location Map <https://shorturl.at/yDEJ5>

Parking at UK Kentucky Clinic Garage (\$2.00 per hour fee) (with walking directions to Physics and Astronomy Building and ASTeCC Building
<https://shorturl.at/nxUJ2>

ASTeCC Building / Meet at 10:15 AM (after walking from ASTeCC / see Physics and Astronomy Parking above)

Location Map <https://shorturl.at/bqtEH>

CAER / Meet at 11:30 AM

Location Map <https://shorturl.at/pvwBL>
Parking on site (free)

The following items should be noted in reference to the pre-bid conference:

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed.
- Offerors are encouraged to submit written questions after the conference.

The University will prepare written responses to all written questions submitted and make them available to all offerors. The questions and answers will be made part of the IFB and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

INVITATION SUBMISSION AND DEADLINE

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

This solicitation will be opened publicly at the time and date indicated. In addition to the public opening, the event will also be available via Zoom. Visit Procurement Services' Bid and Opportunities website (<https://purchasing.uky.edu/bid-and-proposal-opportunities>) to access the Zoom link. The Zoom link will be provided with the respective bid prior to the bid opening date and time.

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

COMPANY/ORGANIZATION DEMOGRAPHICS AND DIVERSITY

Bidder shall submit with their response a summarized profile describing the demographic nature of their company or organization. Include a separate written statement with your bid response answering the following questions:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.

4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Invitation for Bids submission.
6. Bidder shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In addition, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	

REQUIREMENT TO PERFORM VENDOR ONBOARDING AND REGISTRATION

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

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

BID PROPOSAL FORM

EQUIPMENT SPECIFICATIONS – GENERAL

The vendor shall furnish and install all equipment and necessary components to provide complete and satisfactory operation of the liquid and gaseous nitrogen systems for the Department of Physics and Agronomy; Center for Applied Energy Research (CAER), and the ASTeCC Facility.

All vendor owned and installed equipment will remain the property of the vendor. All vendor owned and installed equipment shall remain in place throughout the life of the Price Contract, at no charge to the University other than what is built into the unit price of the nitrogen. Vendor owned equipment must be in working condition, with preventative maintenance provided as necessary and all tanks and equipment must be presentable. Any rental, lease and /or maintenance charges for the bulk tank(s) should be incorporated as part of the gas price if applicable and not quoted as a separate line item.

STORAGE TANKS

The liquid nitrogen storage tank to be supplied by the vendor for each installation site shall be a double-walled container. The annular space between inner and outer shell will be filled with insulation and be under a vacuum in the low micron range. The inner tank shall be chrome nickel stainless steel, fabricated and inspected in accordance with the currently effective edition of ASME and shall be stamped accordingly. The working pressure of the inner shell shall be 150 psig and doubly protected by both a safety valve and a bursting disc. The outer shell shall be protected, fabricated of carbon steel, meet ASME requirements, and be protected by a safety valve bursting disc. The tank must have a vacuum installed withdrawal line, and be equipped with a vaporizer to allow for both liquid and vapor withdrawal. All tanks must meet all safety codes and requirements. All components must be permanently arranged on existing concrete pads.

OTHER EQUIPMENT

The vendor will be required to furnish and install a gaseous pipe line to a point just inside the building and hook-up to the department's internal piping system. Normal gas use will not normally exceed 1000 cubic feet per hour at periodic intervals.

The vendor will be required to furnish and install a liquid line, appropriately insulated to prevent excessive loss, along with necessary valves and safety devices to a point just inside the building and hook up to the department's liquid withdrawal line. The principal use of nitrogen is in liquid form.

The vendor shall furnish and install a manometer to indicate liquid level. The manometer reading before and after a filling will be the basis for determining the amount of liquid nitrogen to be billed.

POWER SUPPLIED

Power of 208 volts, 60 cycles, 3 phase and 120 volts, 60 cycles, single phase.

PURITY OF GAS

All nitrogen supplied must have a minimum analyzed purity of 99.999%

DELIVERY REQUIREMENTS

The vendor will be responsible for maintaining a supply of nitrogen at requested sites at all times, without receiving notification for need of delivery from a department. The University cannot and will not tolerate running

out of nitrogen at any facility. All deliveries must be made during the normal operating hours of the departments. See Department requirements for operation hours.

OTHER CONDITIONS

The University is currently using a system. All vendors should submit with their bid response a time frame of a complete operational system. The time frame should take into consideration that the University's down time should be kept to a minimum. The potential down time should be addressed in the response.

Upon completion of the installation of the liquid nitrogen system, the vendor shall test the entire system for complete and satisfactory operation and shall present to the owner a written guarantee of the operation and performance of the system.

The vendor shall reimburse the University of Kentucky for any financial loss incurred by the University as the result of any malfunction on the portion of the nitrogen system furnished and/or maintained by the vendor.

The Nitrogen system shall meet all standards and requirements of ASME, NEC, NFPA, and CGA as well as all state and local codes and regulations.

DEPARTMENT REQUIREMENTS – PHYSICS AND ASTRONOMY

The department of Physics and Astronomy presently is using:

- One (1) 1500 gallon vertical storage tank; one (1) 5,000 SCFH vaporizer
- a final line manifold at the tank

A vendor may install a larger tank, but it is restricted in the size of the tank by the current parameters of a chain link fence. Physics and Astronomy currently receives nitrogen regularly, but at the discretion of the department, they may request extra deliveries at no additional charge. Their estimated monthly consumption rate is 200,000 cubic feet. Their normal operating hours are 7:30 a.m. – 12:00 p.m. and 1:00 p.m. – 4:30 p.m., Monday through Friday.

DEPARTMENT REQUIREMENTS – CENTER FOR APPLIED ENERGY RESEARCH

The Center for Applied Energy Research presently is using:

- (at back location) one (1) 2500 gallon vertical storage tanks, one (1) 5,000 SCFH vaporizer
- (at front location) one (1) 3000 gallon vertical storage tank; one (1) 5,000 SCFH vaporizer
- (at dock location) one (1) 2500 gallon vertical storage tanks, one (1) 5,000 SCFH vaporizer
- final line manifolds at each tank.

A vendor may install a larger tank(s), per approval of the department. CAER currently receives nitrogen regularly. Their estimated monthly consumption rate is 435,834 cubic feet with possible additional increases. Their normal operating hours are 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:30 p.m., Monday through Friday.

DEPARTMENT REQUIREMENTS – ASTeCC FACILITY

The ASTeCC Facility presently is using:

- one (1) 575 gallon vertical storage tank with side arm vaporizer
- a final line manifold at the tank

The ASTeCC estimated monthly consumption rate is 96,000 cubic feet with possible additional increases. Their normal operating hours are 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:30 p.m., Monday through Friday.

QUANTITY ESTIMATES

All quantity estimates given are based on past volume. However, the University of Kentucky does not guarantee these quantities, and will be obligated to buy only the quantity actually needed during the life of the Price Contract.

METHOD OF AWARD

The award will be made to the lowest responsive bidder per 100 cubic feet who can meet the specifications, terms, and conditions of this Invitation for Bid. The University reserves the right to reject bidders who are not already established in the Central Kentucky area.

INVOICING AND PAYMENT PROCEDURES

Vendor is to submit proper invoices to the address shown on each purchase order. The following items are to be included on each invoice:

- a. Purchase Order Number
- b. Ship-to-Address
- c. Item
- d. Unit of Measure (UOM)
- e. Item Cost

Payment will be made as each shipment is completed and invoiced. The vendor will be required to include the contract number and purchase order number on the invoice that was assigned when the request for shipment was made.

Failure to properly invoice will cause undue delay in payment and may be cause for cancellation of contract.

ELECTRONIC MEDIA

Bidders are requested to include an electronic storage device (CD or USB) with their bid response in addition to the printed hard copy of the bid.

INFORMATION TO BE SUPPLIED BY VENDOR

All vendors must complete the following:

List the purity level of the nitrogen your firm proposes to furnish: _____ %

List the size and other characteristics of the equipment your firm proposes to furnish:

Include the maintenance schedule of vendor owned equipment:

Please verify that your company meets all standards and requirements of ASME, NEC, NFPA, and CGA as well as all State and Local regulations:

Proposed Equipment / Physics and Astronomy:

Proposed Equipment / Center for Applied Energy Research:

Proposed Equipment / ASTeCC Facility:

List your firm's representative, telephone number(s), and email of who will be responsible for managing this Price Contract:

PRICING

List your bid price to cover all requirements of this Invitation. The unit bid price will be the sole basis for payment made for any requirements of the Price Contract.

Liquid Nitrogen, unit price per 100 cubic feet: \$ _____