

**Request for Proposal**

**RFP No. 042222SS**

**Scientific Supplies and Stockroom Services**

**For**

**The University of Pittsburgh**

**Issue Date: April 22, 2022**

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**ISSUE DATE: April 22, 2022**

**RFP No. 042222SS**

**ISSUING OFFICE:** University of Pittsburgh – of the

Commonwealth System of Higher Education

Purchasing Services Department

3017 Cathedral of Learning (Mailbox 2)

4200 Fifth Avenue

Pittsburgh, PA 15260

**RFP COORDINATOR:** Melissa Andreychek

University of Pittsburgh

Strategic Sourcing Department

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Pittsburgh, PA 15260

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**TITLE:** **REQUEST FOR PROPOSAL – SCIENTIFIC SUPPLIES AND STOCKROOM SERVICES**

# INTRODUCTION

## Purpose

The University of Pittsburgh – Of the Commonwealth System of Higher Education (referred herein as the “University of Pittsburgh” or the “University”) is accepting proposals for the following:

Scientific Supplies

* A primary Contractor of scientific supplies, including general laboratory supplies, chemicals, and miscellaneous products related to research and instruction that can provide superior customer service, cost savings / financial incentives to the University, and a detailed plan to increase the University’s diversity and sustainability goals. The University purchases approximately $26M+ in scientific supplies annually.
* We have separated the gloves purchases to understand specific opportunities within this category and evaluate the potential to award separately.

Stockroom Services

* A Contractor to provide order entry and order management services for the University-run Stockroom.

Scientific Equipment Preventive Maintenance

* As a separate service from this RFP, we would like to understand what, if any, opportunity exists to consolidate the preventive maintenance services spend as part of a contracted partnership to achieve consistent quality service at competitive rates.

The intent of this Request for Proposal (“RFP”) and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

## Background Information

The University is a nonsectarian, coeducational, state-related, public research university.  The University is comprised of five campuses located throughout western Pennsylvania with an operating budget in excess of $2 billion.  The University of Pittsburgh is accredited by the Middle States Association of Colleges and Schools and additionally by various specialized accrediting Contractors.  It is a member of the Association of American Universities, which is an organization comprised of 63 leading doctorate-granting research institutions in the United States and Canada.

Since its founding in 1787, the University of Pittsburgh has established itself as the most comprehensive educational complex in the region. It provides a wide range of academic programs and services for the Pittsburgh metropolitan area’s population of 2.4 million. The University enrolls approximately 32,000 students, and it employs nearly 13,000 faculty members, research associates, and staff.

## Additional Information

Selection of the successful Contractor will be based upon a variety of factors such as usability of the service, breadth of capabilities and price.

This RFP has been developed in response to the University of Pittsburgh’s needs and contains specific requirements to be met by Contractor’s proposed solution.

Modifications to proposals will only be permitted to the extent that the University may change the content of the RFP. Any modifications to proposals must be submitted in writing to the RFP Coordinator and received there no later than the response time and date specified in this RFP. Any request for the withdrawal of a proposal must be submitted in writing and received by the RFP Coordinator prior to the response time and date specified herein.

All proposals become the property of the University of Pittsburgh upon receipt. The opening of proposals will be a private session. To the extent reasonably possible, the University shall keep all proposals received confidential. Contractors will not receive any compensation or reimbursement of expenses for submitting a proposal pursuant to this RFP. All costs incurred in connection with this RFP are Contractor’s sole responsibility. The University reserves the right to investigate and/or require additional information deemed pertinent by the University to fully evaluate and its proposal.

Contractor, by submitting a response to this RFP, certifies that this proposal was prepared and submitted without collusion with any other Contractor or employee of the University of Pittsburgh.

The University of Pittsburgh reserves the right to reject any or all proposals; to waive any informality in proposals; to negotiate with any or all Contractors, and, unless otherwise specified by Contractor, to accept any services contained in any proposal. The University reserves the right to add and/or delete any or all of the services requested. If a proposal is deemed acceptable by the University in its sole discretion, the University and the successful Contractor shall in good faith commence preparation of a definitive agreement (the “Definitive Agreement”).

Proposal responses must be signed by an authorized officer of the Contractor to bind Contractor to the proposal’s provisions. Proposals must remain in effect for a minimum period of one hundred eighty (180) calendar days as of the response date specified herein.

Contractor warrants that the prices for any goods/services identified in its response are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar services in comparable situations.

By submitting their proposals, Contractors certify that they do not and will not during the performance of this agreement employ, recruit or refer for employment illegal alien workers or otherwise violate the provisions of section 274a Federal Immigration Reform and Control Act of 1986.

## Timeline

The key dates for the RFP process are currently as follows:

| **Completed By:** | **Key Milestones** | **Comments** |
| --- | --- | --- |
| 04/22/2022 | Distribution of the RFP | Electronic copies of the RFP will be distributed to Contractors. |
| 04/29/2022 | Notification of Interest to Participate Form Due | Contractors must provide Participation Confirmation Form by 11:59pm (Eastern Time) to the University. |
| 05/06/2022 | Pre-proposal questions send to:  mandreychek@cfo.pitt.edu | Contractor may submit one set of questions by 11:59pm (Eastern Time) to the University. |
| 05/13/2022 | Responses to Questions emailed to all participants by end of business day. |  |
| 05/20/2022 | Proposals due | Contractors must provide the response to the RFP by 11:59pm (Eastern Time) to the University. |
| 06/13/2022 | Post proposal questions to suppliers |  |
| 07/22/2022 | Supplier presentations | Week of 7/18/22 based on availability |
| 08/26/2022 | Supplier award decision |  |

The University reserves the right to amend this schedule as it deems necessary.

## General Submission Requirements

Notification of Intent to Participate - All Contractors must complete and return via email the **Notification of Interest to Participate Form**, attached hereto as **Appendix A, no later than 11:59pm Eastern Time on 04/29/2022**. This form confirms that Contractor either who intends to participate and has received all of the materials and that all of the proposal requirements are understood and agreed to prior to preparation and submission of a proposal or that Contractor does not intend to participate and has notified the University that it declines to submit a proposal. Failure by a Contractor to either respond to or decline this RFP may result in Contractor being eliminated as a potential participant in connection with future requests for proposals by the University.

Detailed Submission Requirements - In order to receive consideration, responses to this RFP must follow the Detailed Submission Requirements set forth in Section 4 of this RFP.

Proposal Submissions - Contractors should submit **one (1)** electronic copy (may be sent through email **no later than 11:59pm Eastern Time on 05/20/2022.** The proposalsshould be delivered to:

Email: mandreychek@cfo.pitt.edu

Proposals received at any other University office will not be considered. Please direct all questions concerning this RFP, in writing, to the RFP Coordinator identified on page three. Attempts to gain additional information by any other method may result in disqualification of Contractor. No party may meet privately with employees, officers or other representatives of the University to discuss any aspect of this RFP or Contractor’s proposal.

Proposals received after the deadline may be rejected at the sole discretion of the University. The University assumes no responsibility for late delivery, for any reason whatsoever (i.e., weather or traffic conditions, illness, accident, delivery to wrong location, courier problems).

It is the objective of the University to obtain information from each Contractor that is uniform and complete. In order to evaluate each option in an efficient manner and to determine which Contractor is best able to meet all of the criteria being considered, information submitted for this RFP must follow the timeline and the specifications outlined below. The University, at any time and in its sole discretion, may amend or supplement the provisions of this RFP.

The University is under no obligation, either expressed or implied, to contract for any products or services as a result of this RFP. This RFP does not constitute an agreement on the part of the University to consummate any of the transactions contemplated hereby, and any such agreement is expressly conditioned on and subject to the mutual execution and delivery by the University and the successful Contractor of the Definitive Agreement. Each Contractor hereby acknowledges and agrees not to maintain any claims or institute any proceedings seeking to establish that any binding contractual relationship exists between it and the University with respect to this RFP.

## 

## Proprietary Information and Disclosure

Contractor agrees that any information disclosed by the University to Contractor for the purpose of this RFP shall be used only to complete Contractor’s proposal. Contractor will keep the information confidential, will not disclose it to any third party, except as authorized by the University or as required by law, and will only disclose it to those within its organization who need to complete the proposal. Upon completion or termination of this proposal, Contractor shall return all such information to the University, or make such other disposition thereof as may be directed or approved by the University. No item furnished under this RFP, or products, plans, designs, or specifications for producing the same, which have been specifically designed for or by the University, shall be duplicated or used by Contractor. Contractor agrees that it will not, without prior written approval of the University, publicize this RFP or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Contractor's sales promotion or publicity without prior written approval from the University. Nothing in this provision shall restrict Contractor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Contractor, or is rightfully obtained without restriction from other sources.

## University Policies and Procedures

It is incumbent upon all Contractors to familiarize themselves with the University’s policies and procedures prior to the submission of a response to this RFP (i.e., non-discrimination, equal opportunity and affirmative action, sexual harassment, licensing and use of publisher name/logo, smoking, drug-free workplace/drug-free school). Contractors may access these policies at:

[cfo.pitt.edu/pexpress/supplier/purchasingPolicies.php](http://cfo.pitt.edu/pexpress/supplier/purchasingPolicies.php)

## Agreement/University’s Standard Terms and Conditions

The intent of this RFP and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

A Definitive Agreement shall be negotiated as part of the award process applicable to this RFP.  The University may choose to use a form of Services Agreement attached as Attachment A. The University, however, may at its discretion choose to use a different form of agreement after reviewing the submitted proposals.

In the event that goods are to be included in the Definitive Agreement, the University’s Standard Terms and Conditions may also apply and can be found at:

[cfo.pitt.edu/pexpress/documents/tc.pdf](http://cfo.pitt.edu/pexpress/documents/tc.pdf)

Contractors are asked to become familiar with these documents and note exceptions to these terms and conditions in writing as part of Contractor’s response to this RFP.  The acceptance of these terms and conditions is a component of the award criteria. The University may require additional modifications/additions to these terms depending on, at a minimum, research requirements, final product selection, and facility concerns.

## RFP Coordinator

The RFP Coordinator for this RFP is Melissa Andreychek. All communication with the University regarding this RFP shall only be directed to the RFP Coordinator.

## Utilization of Diverse Business Enterprises

The University actively and diligently promotes the effective use of Diverse Business Enterprises (DBEs) in its contracting and purchasing efforts. Contractors should indicate their certifications when submitting their responses. Contractors who are not Diverse Business Enterprises should outline their company’s internal commitment to diversity and inclusion (e.g. hiring and recruitment strategies, supplier diversity initiatives, etc.) and how they align with the goals outlined in the Plan for Pitt.

The University requires that all non-DBE Contractors demonstrate good faith efforts to obtain the participation of DBEs in work to be performed under the Definitive Agreement. In order to demonstrate this good faith commitment, all Contractors are required to detail the efforts made by Contractor to obtain such participation in Appendix D. Questions concerning the University’s DBE participation program should be directed to the RFP Coordinator.

As an educational institution and as an employer, the University values equality of opportunity, human dignity, and racial/ethnic and cultural diversity. Accordingly, the University prohibits and will not engage in discrimination or harassment on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, familial status, sexual orientation, disability, or status as a disabled veteran or veteran of the Vietnam era. Further, the University will continue to take affirmative steps to support and advance these values consistent with the University’s mission.

The University of Pittsburgh has recently formed a partnership with BEAM Collaborative to work with the University and our vendors to develop strategic solutions aimed at increasing the diversity of our supply chain. Respondents to this RFP are encouraged to contact BEAM, at no cost to you, to learn more about BEAM and the role it can play in developing mutually beneficial relationships between suppliers and minority owned businesses.

Contact:

Joel Burstein

CEO

[joel.burstein@beamcollaborative.org](mailto:joel.burstien@beamcollaborative.org)

Joe Massaro

Chief Strategy Officer

[joe.massaro@beamcollaborative.org](mailto:joe.massaro@beamcollaborative.org)

## Inclusion of Sustainability

The University encourages Contractors to identify people, products, services or processes that support the University’s commitment to environmental stewardship. The University asks Contractors to consider Environmentally Preferred Purchasing (“EPP”) in their proposals and respond in Attachment B Scientific Supplies and Stockroom Services RFP – General Response Workbook.

Any environmental benefits provided, should be clearly identified and include supporting data. Benefits may include: reduced life cycle costs, reduced energy consumption, recycled content, overall recyclability, extended product life, and decreased maintenance.

# CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS

## Services to be Provided

Contractor is to provide services and goods as identified on Appendix D. Contractors may provide alternatives to this approach.

## Qualifications

Contractor must be organized for the purpose of providing the services in a timely manner.

Contractor must have five years previous experience with providing comparable goods and services offerings.

Contractor must have qualified staff and equipment and materials to successfully complete the requirements. The University of Pittsburgh, at its discretion, may request an inspection of the Contractor’s operation and personnel prior to execution of the Definitive Agreement.

No contract shall be made by Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the University of Pittsburgh RFP Coordinator. However, this provision shall not require the approval of contracts of employment between Contractor and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

Contractor is, for purposes arising out of a Definitive Agreement, an Independent Contractor and shall not be deemed an employee of the University of Pittsburgh. It is expressly understood and agreed that Contractor shall in no event, as a result of a Definitive Agreement, be entitled to any benefits to which University of Pittsburgh employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. Contractor hereby holds University of Pittsburgh harmless from any and all claims that may be made against University of Pittsburgh based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

## Contractor Responsibilities

Contractor shall furnish all necessary permits and insurance in its performance of the specifications.

Before commencement of the work, Contractor shall submit insurance policies or Certificates of Insurance evidencing that Contractor has obtained for the period of the Definitive Agreement, from companies authorized to transact business in Pennsylvania, insurance in the forms of coverage and minimum amounts specified below. Said insurance must contain an endorsement that the University of Pittsburgh is named as an additional insured in respect to the work covered hereunder and must provide that thirty days’ notice be given to the University of Pittsburgh prior to cancellation or reduction in coverage of the policy. Certificates of insurance evidencing this coverage are required to be delivered to the RFP Coordinator prior to the commencement of work and approved by him/her.

A. WORKER’S COMPENSATION- Statutory (unlimited payments)

B. COMMERCIAL GENERAL LIABILITY   
 (1) $1,000,000 Each Occurrence;   
 (2) $2,000,000 General Aggregate ;   
 (3) $1,000,000 Products & Completed Operations Aggregate;

(4) $1,000,000 Personal & Advertising Injury

(5) $100,000 Fire Damage (any one fire)

(6) $10,000 Medical Expense (any one person)

C. AUTOMOBILE LIABILITY

$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident Coverage to include hired car and non-owned automobiles

D. EMPLOYER’S LIABILITY

$1,000,000 Each Accident

$1,000,000 Disease – Policy Limit

$1,000,000 Disease – Each Employee

Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the University of Pittsburgh from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the University of Pittsburgh incur as a result of any criminal acts, intentional torts, acts or omissions which by statute give rise to strict liability, negligent acts or omissions of Contractor, its officers, employees or agents which may arise out of the Definitive Agreement.

It shall be Contractor’s responsibility to visit the job site to check any conditions that may affect its proposal. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By Contractor's act of submitting a proposal, the Contractor acknowledges that it has informed itself of all conditions.

Contractor shall be responsible to conduct all necessary site inspections and reference work to meet all responsibilities of the specifications, including inspection of all physical space affected by the specifications to verify all existing materials, operational dimensions, conditions and scope.

If the Contractor fails to provide the service when required and the University contracts with an alternate Contractor to provide the service Contractor must reimburse the University the difference in rate, only if the alternate’s rate is higher.

# ADDITIONAL INFORMATION

## Term

The term of the Definitive Agreement will be for five (5) years, with the option for two (2), one (1)-year extensions. The University reserves the right to cancel the Definitive Agreement at any time during that period by giving Contractor thirty (30) days written notice.

## Mergers/Acquisitions

Should Contractor be acquired by or merge with, another entity during the RFP process, Contractor must immediately notify the RFP Coordinator. Included with the notification should be a letter reaffirming the terms and conditions of the RFP and signed by the principal of Contractor.

## Non-Endorsement

If the proposal is accepted, Contractor shall not issue any news releases or other statements pertaining to the award or servicing of the Definitive Agreement that state or imply the University of Pittsburgh’s endorsement of Contractor’s services, without prior approval of the University of Pittsburgh.

## Exceptions

Indicate any exceptions, exclusions, unusual cases or deviations from the specifications and requirements contained in this RFP. If no exceptions are to be included, the proposal should specify “none”. Unless exceptions are stated in writing upon submission of proposal, the University of Pittsburgh assumes Contractor acceptance of the content of this RFP and any addenda thereto, if any, in the event of execution of a Definitive Agreement.

## Third Party Software or Hardware Products

Third parties (including any affiliated parties) with which Contractor has a special business relationship and which provides functionality described in the requirements for this proposal or which extends functionality beyond native functionality of the delivered applications. For every product listed, include the name of the provider of the product (software/hardware), a description of the business relationship with Contractor, and a description of the product’s functionality and fit with the proposed applications.

## Supplemental Information

Provide any supplemental information, which is pertinent to the evaluation of the proposal, under this. The University will consider any additional suggestions if Contractor includes sufficient explanation and justification. If no supplemental information is to be included, the proposal should specify “none”.

# DETAILED SUBMISSION REQUIREMENTS

## Required Information

All Contractors should provide the information as specified in Section 4.2 below. Only information received in response to this RFP will be evaluated. Reference to information previously submitted to the University will not be considered. **Failure to respond in full can be reason for rejecting the proposal in whole or in part at the discretion of the University.**

There is no intent to limit proposal content and any supplemental data deemed pertinent may be included in the “Supplemental Information” section of Contractor’s proposal.

In submitting a proposal, Contractor agrees that the proposal remains valid for one hundred eighty (180) calendar days after the closing date of submission of proposals and may be extended beyond that time by mutual agreement.

Strict compliance with this proposal format is essential to facilitate the evaluation process. Accordingly, the University of Pittsburgh reserves the right to reject any proposal which is either incomplete or does not conform to these instructions.

## Proposal Format

The proposal should consist of the following sections:

**Submission Authorization Form -** The Submission Authorization Formattached hereto as **Appendix B** must be signed and dated by an authorized representative of Contractor.

**Supplier Verification Form -** The Supplier Verification Form linked in **Appendix C** must be signed and dated by an authorized representative of Contractor.

**Financial Response Workbook -** The Financial Response Workbook must be completed in its original Excel format for the Scientific Supplies proposal, including Gloves in **Attachment A**.

**General Response Workbook -** The General Response Workbook must be completed in its original Excel format for the Scientific Supplies, Stockroom, and Preventive Maintenance Services proposals in **Attachment B**.

**University Service Agreement –** Please review the agreement in **Attachment C** and confirm agreement to the terms or provide a redlined version with your proposed edits.

# AWARD CRITERIA

Award criteria will include, but are not limited to the following:

Financial Proposal

Higher Education Experience

Breadth of Products

Customer Service

Diversity Plan

Sustainability Plan

Agreement to University Services Agreement

The University of Pittsburgh reserves the right to make the final decision regarding selection of Contractor(s). The awarding of Definitive Agreements to selected Contractor(s), if any, will be based solely on the judgment of the University of Pittsburgh.

**APPENDIX A**

**NOTIFICATION OF INTEREST TO PARTICIPATE**

**(Due no later than 11:59pm, Eastern Time,** **on 04/29/2022)**

**EMAIL:** mandreychek@cfo.pitt.edu

**ATTN:** Melissa Andreychek **RE:** **RFP 042222SS**

|  |  |
| --- | --- |
| **Contractor Name** |  |
| **Authorized Representative** |  |
| **Address** |  |
| **City, State, Zip Code** |  |
| **Phone:** |  |

**Contractor represents that it is (Check One)**

|  |  |  |
| --- | --- | --- |
|  | Small Business | |
|  | Minority-owned Business Enterprise (Check One) | |
|  |  | Black American |
|  |  | Native American Indian |
|  |  | Hispanic American |
|  |  | Asian Pacific American |
|  | Veteran-Owned Business | |
|  | Woman-Owned Business Enterprise | |
|  | Other (Please Specify) | |

Yes, we **will** be submitting a response

No thank you, we **will not** be submitting a response

If Contractor has chosen not to submit a response, please provide a brief explanation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Signature:** |  |
| **Authorized Representative (Printed):** |  |
| **Authorized Representative (Title):** |  |
| **Authorized Representative (Signature):** |  |
| **Date:** |  |

**APPENDIX B**

**SUBMISSION AUTHORIZATION FORM**

**RFP No. 042222SS**

|  |  |
| --- | --- |
| **Contractor’s Name** |  |
| **Street Address** |  |
| **City, State, Zip Code** |  |

|  |
| --- |
| ***Instructions: Contractor’s authorized representative shall initial each section below as an acknowledgment of receipt and understanding of the RFP*** |
| \_\_\_\_\_\_\_\_\_ Section 1: Introduction |
| \_\_\_\_\_\_\_\_\_ Section 2: University Information |
| \_\_\_\_\_\_\_\_\_ Section 3: Additional Information |
| \_\_\_\_\_\_\_\_\_ Section 4: Submission Requirements |
| \_\_\_\_\_\_\_\_\_ Section 5: Award Criteria |
| \_\_\_\_\_\_\_\_\_ Appendices A-D |
| \_\_\_\_\_\_\_\_\_ Attachment A Scientific Supplies and Stockroom Services RFP – Financial Response Workbook |
| \_\_\_\_\_\_\_\_\_ Attachment B Scientific Supplies and Stockroom Services RFP – General Response Workbook |
| \_\_\_\_\_\_\_\_\_ Attachment C Contract Supplier Agreement |

|  |
| --- |
| ***Instructions: Please submit the following information, if applicable*** |
| \_\_\_\_\_\_\_\_\_ MBE/WBE certificate, if applicable. |
| \_\_\_\_\_\_\_\_\_ Most Recent Annual Report |

|  |  |
| --- | --- |
| **Principal Owners & Officers – Name:** | **Principal Owners & Officers – Title:** |
|  |  |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Primary Contact Name:** | |  | | |
| **Address** | |  | | |
| **City, State, Zip Code** | |  | | |
| **Phone:** |  | | **E-mail** |  |

Contractor hereby represents that it has not participated in any unethical conduct in connection with the RFP. In submitting a response, Contractor(s) agrees not to discuss or otherwise reveal its functional or cost information to any other source(s), until after the award of a Definitive Agreement. Contractor hereby certifies that its proposal has not been arrived at collusively or otherwise in violation of any Federal or State anti-trust laws. If, at any time, the University determines that Contractor is in violation of the foregoing representations, the University may have no further obligation to Contractor.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| This Submission Authorization Form has been duly executed and delivered on behalf of Contractor by an authorized representative. | | | | |
| Authorized Representative Name- Print | |  | | |
| **Authorized Representative Title- Print** | |  | | |
| **Phone:** |  | | **E-mail** |  |
| **Authorized Representative - Signature** | |  | | |
| **Date** | |  | | |

**APPENDIX C**

**UNIVERSITY OF PITTSBURGH**

**SUPPLIER VERIFICATION FORM**

Instructions

Please review Supplier Verification Form instructions at [cfo.pitt.edu/pexpress/documents/SVFInstructions.pdf](http://cfo.pitt.edu/pexpress/documents/SVFInstructions.pdf); and obtain current version from University website at - [www.cfo.pitt.edu/pexpress/documents/svf.pdf](http://www.cfo.pitt.edu/pexpress/documents/svf.pdf).

Please fill-out the appropriate sections of the Supplier Verification Form and return with Contractor’s proposal.

**APPENDIX D**

**SCIENTIFIC SUPPLIES**

**Background Information**

The University is interested in proposals for a primary Contractor of scientific supplies, including general laboratory supplies, chemicals, and miscellaneous products related to research and instruction that can provide superior customer service, cost savings / financial incentives to the University, and a detailed plan to increase the University’s diversity and sustainability goals. The University purchases approximately $26M+ in scientific supplies annually.

We have separated the gloves purchases to understand pricing and product standardization opportunities within this category and will evaluate the potential to award separately.

**Proposal Response**

Please provide your response in the workbooks attached:

* Attachment A\_Scientific Supplies and Stockroom Services RFP – Financial Response Workbook
  + Complete all tabs if your intent is to bid on all scientific supplies, including gloves
  + Complete tabs 2-4 if your intent is to bid on gloves only
* Attachment B\_Scientific Supplies and Stockroom Services RFP – General Response Workbook
  + Complete all tabs 1-2 if your intent is to bid on all scientific supplies, including gloves
  + Complete tab 2 if your intent is to bid on gloves only

**APPENDIX D**

**STOCKROOM SERVICES**

**INVENTORY MANAGEMENT**

**Background Information**

The University-run Stockroom consists of one primary location servicing the Oakland campus with approximately 10 satellite locations. We are interested in understanding your capabilities to provide staffing for order entry and order management services and Stockroom services for the University of Pittsburgh. High-level Stockroom details include:

* Address: 219 Parkman Ave., 326 Chevron Science Center, Pittsburgh, PA, 15260 (the “Stockroom”)
* Square footage: 3,200
* Number of University Stockroom FTEs: 2.6
* Annual Sales: $1,000,000
* Estimated SKUs: 2,000

**1.0 Services**

**Stockroom Management Services**

Contractor will implement an inventory management system to support the inventory management objectives of the University. The Scope of Work includes:

* Inventory management system setup, parts load, inventory analysis, advisement of min/max/reorder points (“ROP’) for all parts stocked by Stockroom
* Fully integrated ordering and invoicing solution in PantherExpress through two (2) options:
  + Live price catalog (sourcing from the Stockroom)
  + Punch-out portal (sourcing from the local distribution center)
* Establishment of Standard Operating Procedures (“SOP”), metrics, Service Level Agreements (“SLA”) and workflows necessary to support the University’s Stockroom management program
* Support recycling program and facilitate collection of nitrile gloves, garments, and plastics
  + Collection does not include logistics/transportation/waste removal
* Training of University of Pittsburgh personnel on the requisitioning process as applicable
* Ongoing inventory planning support from our Inventory Planning Group
* Provide an updated catalog of stocked Contractor products no more than once per year
* Promote the Stockroom through on-site sales representatives
* Assist with the update of item descriptions and hotlists in the punch-out

The Contractor will provide the following ongoing support at the University:

* Manage replenishment process and generate orders for Stockroom replenishment items
* Support and track supplier orders as required
* Rectify any discrepancies from shipping warehouse/vendor
* Review and resolve Just in Time (“JIT”) backorders
* Systematically adjust inventory for damage, defective or expired items
* Review and resolve the open order report daily/weekly
* Notify and oversee the process around quarantine notifications
* Maintain and update the site-specific SOP
* Review and resolve order corrections
* Coordinate, oversee, and reconcile cycle counts and physical inventories
* Generate standard reports and metrics on an as-needed basis
* Notify and oversee the process around discontinued notifications
* Part plant maintenance: adds, deletes, and changes to stock/quantity or bin locations.
* Coordinate velocity analysis reviews for the Stockroom.
* Communicate any adjustments on inventory Reorder Points (“ROP’s”) in addition to adding and deleting items, if impact on supply chain is predicted. Any changes in inventory > 20% that will impact a distribution center need to be reported via a stock request.
* Assist with the pricing update process by providing the current list of parts, their vendors and prices, and updating prices as directed.
* Customer interaction / service as required

**Order Entry and Order Management Services**

The Contractor will provide ongoing support and assistance with the order entry and order management services at the University including:

* Provide requisition support services in the areas of purchase order delivery validation, purchase order acknowledgments, rush orders, returns processing, invoice resolution support, open order support, training, customer service
* Weekly review of back order reports
* Verify requisition adherence to University guidelines, policies and procedures, if applicable
* Communicate with supplier, alternate supplier and end users to gather information required assuring compliance, completeness and accuracy of orders, including but not limited to pricing, availability and estimated delivery date.
* Generate quotes as needed for the University through third-party / non-catalog products

This Scope of Work shall be supported by a minimum of two (2) Full Time Employees at working 40 hours per week during normal business hours.

**2.0 Inventory**

Contractor and University shall approve the entire initial and future Stockroom inventory.

**Invoicing.** University will at all times be responsible for inventory which has expired, or become obsolete, adulterated, damaged or is otherwise not in good and marketable condition, except due to Contractor errors or negligence. Additionally, any inventory added to inventory at the specific request or agreement of the University, that becomes stagnant / dead (due to no usage) after 12 months from the date placed in the inventory, Contractor will alert the University for review. Contractor will contact its suppliers to attempt to return the merchandise, if possible.

**Pricing.** Invoicing for the Inventory will follow established pricing. University shall be responsible for payment of all taxes levied against the Inventory, except those taxes associated with Contractor’s income arising from the sale of the Inventory to University.

**3.0 Hours of Operation**

Hours shall be mutually agreed upon by University and Contractor to best serve the appropriate operation of the Stockroom. Proposed Contractor hours are either 7:30am to 4:00pm or 6:30am to 3:00pm, Monday – Friday. Contractor employees shall have access to building(s) where Stockroom(s) are located during normal working hours when buildings are occupied.

For extended pre planned absences, the Contractor will provide backup coverage. For unplanned absences, the Contractor will begin providing coverage no later than the 3rd day of said absence.

**4.0 Documentation**

The standard Contractor operating procedures, and any custom procedures developed to support the University, will be provided to the University in paper form and in electronic form.

**5.0. Reports**

The standard Contractor reports associated with the scope of work, and any customized reports agreed upon by the parties, shall be generated by Contractor and provided to the University. Such reports shall be provided periodically as agreed upon by the parties. Ad hoc reports reasonably requested by the University shall be provided without additional fees so long as they do not require the development of additional data fields or programming on Contractor’s part.

The following reports/metrics are requested on a quarterly or as requested basis:

* **Stock Status** – Snapshot of the Stockroom portfolio
* **Custom metrics/reports** - Additional metrics and/or reports can be generated to comply with mutually derived service level agreements
  + # of orders
  + $ amount of orders
  + # of replenishment orders
  + $ amount of replenishment orders
  + # of stockouts/% stockouts
  + # of backorders/% backorders
  + % of dead inventory
  + Cycle count accuracy
* **Order Velocity Analysis** - A quarterly velocity analysis will be generated and actively reviewed by our Sales and Operations teams before quarterly business reviews, to proactively suggest changes to on-hand product mix.

**Proposal Response**

Please provide your response in Attachment B\_Scientific Supplies and Stockroom Services RFP – General Response Workbook *(tab 3)*

**APPENDIX D**

**SCIENTIFIC EQUIPMENT**

**PREVENTIVE MAINTENANCE SERVICES**

**Background Information**

The University currently leverages over 250 Contractors to provide preventive maintenance services (PM) scientific equipment, totaling approximately $7M. As a separate service from this RFP, we would like to understand what, if any, opportunity exists to consolidate the preventive maintenance services spend as part of a contracted partnership to achieve consistent quality service at competitive rates.

**Proposal Response**

Please provide your response in Attachment B\_Scientific Supplies and Stockroom Services RFP – General Response Workbook *(tab 4)*

**Attachment A**

**FINANCIAL RESPONSE WORKBOOK**

Attached as Excel file titled: Attachment A\_Scientific Supplies and Stockroom Services RFP – Financial Response Workbook

**Attachment B**

**GENERAL RESPONSE WORKBOOK**

Attached as Excel file titled: Attachment B\_Scientific Supplies and Stockroom Services RFP – General Response Workbook

**Attachment C**

**UNIVERSITY OF PITTSBURGH**

**CONTRACTED SUPPLIER AGREEMENT**

**THIS CONTRACTED SUPPLIER AGREEMENT** (this **“Agreement”**) is effective as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “**Effective Date”),** by and between the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania nonprofit corporation, with a principal place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260 (the **“University”**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Supplier”**).

**WITNESSETH**

**WHEREAS**, the University is an education and research institution; and

**WHEREAS**, the University desires to identify and designate certain suppliers of goods and services to the University as “Contracted Suppliers” in order to (i) develop a cost effective and efficient program for acquiring goods and services and (ii) establish a dynamic and proactive approach to managing business relationships with such suppliers; and

**WHEREAS**, Supplier manufactures and/or distributes certain goods and/or provides certain services more fully identified in this Agreement; and

**WHEREAS**, the University desires to purchase such goods and/or services from Supplier pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the University and the Supplier, intending to be legally bound, hereby agree to the premises and provisions of this Agreement as more particularly described below.

**1. Scope of Work**

a) University Obligations.During the term of this Agreement, the University shall;

(i) Designate the Supplier as a University “Contracted Supplier” with respect to the Goods (as defined below) identified in this Agreement;

(ii) Permit the Supplier to participate in marketing and promotional activities associated with the University’s vendor shows and events as approved by the University; and

(iii) Permit the Supplier to participate in the University’s web-based procurement system supporting Punch Out, Hosted Catalog, and traditional purchase order transactions (hereinafter referred to as **“PantherExpress”**)**.** For purposes of this Agreement (x) “Punch Out” refers to the process that pushes a University customer from PantherExpress to the Supplier’s web-based catalog through which Goods can be selected, with the order process being completed through PantherExpress; and (y) Hosted Catalog refers to a buyer’s ability to access Supplier’s purchasing offerings by viewing a Supplier catalog directly on PantherExpress.

(iv) Notwithstanding the foregoing, the University shall not be required to purchase a minimum quantity during the term of this Agreement. Any quantities provided by the University are for estimating purposes only and are not to be interpreted as a minimum obligation for or maximum amount required by the University. Supplier acknowledges that the estimates made by the University are made in good faith but may significantly vary from actual requirements.

b) Supplier Obligations. During the term of this Agreement, the Supplier shall:

(i) Provide all Goods (as defined below) and perform all necessary services as described in the Statement of Work attached hereto and incorporated herein as **Exhibit A** (the “**Services”**);

(ii) Comply with, and ensure that all Provider personnel comply with, applicable University policies and procedures (https://www.ppt.pitt.edu/suppliers/info-suppliers) in connection with rendering Services hereunder and comply with any other requirements imposed by the University relating to access, safety and security in connection with the Services from the time the University gives Provider notice of the same;

(iii) Limit its offerings to those goods identified on the Core List (attached hereto as **Exhibit B-1**) and the Non-Core List (attached hereto as **Exhibit B-2**) (collectively, the “**Goods**”) unless otherwise agreed to by the University in writing;

(iv) Aggressively pursue price reduction opportunities including, but not limited to, volume discount pricing opportunities.

c) Contract Documents.

(i) This Agreement shall govern and control the Goods supplied and the Services performed by Supplier regardless of whether said Goods or Services are supplied or performed pursuant to order requests including, but not limited to, (x) individual written purchase orders (including, without limitation, purchase orders, releases, change orders or other written directives); (y) individual written contracts or agreements between the parties; and (z) verbal requests or orders.

(ii) All such Order Requests described in Section 1(c)(i) above shall be incorporated into this Agreement and, in combination with this Agreement, constitute the Contract Documents governing the Goods or Services. In the event of any conflict or discrepancy between the terms and conditions of this Agreement and the provisions of any of the other Contract Documents, the terms and conditions of this Agreement shall have precedence and shall govern and control unless the context of those Contract Documents expressly requires otherwise.

(iii) Supplier agrees that any reference in the Contract Documents to any of Supplier’s proposals, correspondence or other documents shall be solely for the purposes of further describing the Goods or Services. No such additional, different or conflicting terms of Supplier’s documents shall become part of this Agreement unless the University specifically assents in writing to their inclusion in this Agreement.

**2.** **Term and Termination**

1. Term. This Agreement is effective for a period of three (3) years (the **“Initial Term”**) commencing on the Effective Date and expiring on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the **“Expiration Date”**), unless sooner terminated by the University in accordance with the terms and conditions of this Agreement. Where Supplier, with the consent of the University, continues to provide Goods or Services to the University after the Expiration Date, Supplier shall continue to comply with the terms and conditions of this Agreement until the Agreement is extended or replaced in a writing executed by the parties or until such time the post-expiration date services are completed (whichever shall first occur).

1. Option for Extended Term. This Agreement may be extended by the University in its sole and absolute discretion for two (2) additional periods of one (1) year (each an **“Extension Term”** and, together with the Initial Term, the **“Term”**). At least sixty (60) days prior to the expiration of the then-current Term, the University shall provide written notice to the Supplier of its intention to extend the Agreement for an Extension Term. Pricing for an Extension Term shall be determined in accordance with Section 3.
2. Termination for Breach.
   1. Either party may immediately terminate this Agreement if the other party breaches or fails to comply with any material covenant, responsibility or other obligation of this Agreement and such failure shall continue for a period of thirty (30) days after written notice of breach has been provided to such party.
   2. Either party may immediately terminate this Agreement if a proceeding is instituted in respect to the other party:
      1. seeking to have an order for relief entered in respect of such party, or seeking a declaration or entailing a finding that the party is insolvent or a similar declaration or finding, or seeking dissolution or other similar relief with respect to such party under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect; or
      2. seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for such party or for all or any substantial part of its assets,

and such proceeding results in the entry, making or grant of any such order for relief, declaration, finding, relief or appointment, or such proceeding shall remain undismissed and unstayed for a period of sixty (60) consecutive days.

(iii) Either party may immediately terminate this Agreement if the other party becomes insolvent; fails to pay, becomes unable to pay or states that it is or will be unable to pay its debts as they become due; voluntarily suspends transaction of its business; makes a general assignment for the benefit of creditors; or engages in any acts of fraud or willful misconduct.

d) Termination for Convenience. Notwithstanding any other provision of this Agreement, the University shall have the right, in its absolute and sole discretion, to terminate this Agreement for its convenience, in whole or in part, at any time by providing thirty (30) days written notice to Supplier. In the event of termination for convenience, the Supplier shall promptly comply with the directions of the University and take such action as necessary to minimize the costs and expenses of the termination, including notifying its subcontractors and suppliers to take all reasonable actions. The University shall pay the Supplier for the Goods or Services provided through the effective termination date. The University shall have no liability to Supplier for any damages including, but not limited to, lost overheads, lost profits or any other lost opportunity costs and Supplier shall have no other remedy other than that provided in this section.

**3. Pricing**

a) **Exhibit C** to this Agreement, incorporated herein by reference, sets forth the applicable pricing and incentive terms for items supplied by Supplier.

**4. Goods**

a) Substitution of Goods. Substitutions of Goods shall be permitted only in accordance with the terms of this Agreement.

b) Discontinued Goods. If a Good is discontinued by Supplier or manufacturer during the term of this Agreement, the Supplier shall offer for purchase substitute products of the same or greater functionality, at the same price as the Goods being substituted, so long as such substitute products are available and offered for commercial purchase by Supplier.

c) Extended Period of Goods Unavailability. If any Core List Good is out of stock or unavailable for purchase for more than one (1) week, and an appropriate substitute product cannot be identified, the University reserves the right to procure substitute products from an alternate supplier. If the University procures substitute products in accordance with the provisions of this Section 4(c), then the University shall be reimbursed by the Supplier for the amount of the positive price difference between the price of the Core List Good and the substitute product.

d) Inspection and Return of Goods. All Goods and Services are subject to final inspection and acceptance by the University at destination, notwithstanding any prior payments or inspections by the University. Such final inspection shall take place within sixty (60) days from the date of delivery, installation or completion of Services, whichever is latest. The University reserves the right to reject and refuse acceptance of any or all portions of the Goods and/or Services which are nonconforming or defective. In addition to other remedies which may be available at law or in equity, the University, at its option, may return to Seller any nonconforming or defective Goods and/or Services at Seller’s expense either (i) for a credit or refund or (ii) for correction or replacement. In the event of failure of Seller to correct defects in or replace nonconforming Goods or Services within ten (10) days, the University may without prejudice to any other remedy it may have, make such corrections or replace such Goods and Services and charge Seller with the cost incurred by the University in doing so. If University elects to accept nonconforming or defective Goods and Services, University, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the University for the nonconformity or defect.

**5. Warranty**

a) Supplier expressly warrants that:

(i) all Goods furnished hereunder shall be new and unused (unless otherwise specified or agreed to);

(ii) all Goods and Services furnished hereunder shall conform to all requirements, specifications and appropriate standards,

(iii) all Goods and Services shall be free from defects, including, where applicable and without limitation, defects in material, workmanship and title. In addition, to the extent that the Goods and Services are not rendered pursuant to detailed designs or instructions furnished by the University, the Goods and Services shall be free from defects in design;

(iv) all Goods and Services furnished hereunder shall be merchantable and will be safe and appropriate for the purposes for which Goods and Services of that kind are normally used. If Supplier knows or has reason to know the particular purpose for which the University intends to use the Goods or Services, Supplier also warrants that such Goods and Services will be fit for such particular purpose;

(v) all Goods and Services furnished will conform in all respects to samples, advertisements and other forms of representation made to the University regarding the Goods or Services purchased;

(vi) in connection with Services or technical data to be provided by Supplier hereunder, such Services and/or technical data shall be performed or prepared in a professional and workmanlike manner; and

(vii) in performance of this Agreement, Supplier shall comply, and all Goods or Services furnished hereunder shall be produced or furnished in full and complete compliance, with all applicable federal, state and local laws, rules, ordinances and regulations.

b) These warranties are in addition to warranties offered by Supplier and any manufacturer and shall not be construed as restricting or limiting any warranties of Supplier or such manufacturer, expressed or implied, which are provided or exist by operation of law. Inspection, test, acceptance or use of the Goods or Services furnished hereunder shall not affect Supplier’s obligations under this Section 5, and such obligations shall survive inspection, test, acceptance and use. Supplier’s warranty shall run to the University, its successors, assigns and users of Goods or Services.

**6. Technology Fees**

a) Technology Enablement Fee: On the Effective Date, Supplier shall remit to the University **Two Thousand and No/100 Dollars ($2000.00)** (the **“Technology Enablement Fee”**) to cover administrative and technical fees associated with establishing Supplier on PantherExpress.

b) Technology Support Fee. The Supplier shall remit to University a Technology Fee of 1.5% of the University's total purchases from Supplier (net of any returns and excluding freight) as a fee for participation in the PantherExpress system, to be paid on a quarterly basis as outlined in the Technology Fee Payment Schedule below.

**Technology Fee Payment Schedule**

|  |  |
| --- | --- |
| Quarter | Payment Due |
| Q1 (July – September) | Due by November 15 |
| Q2 (October – December) | Due by February 15 |
| Q3 (January – March) | Due by May 15 |
| Q4 (April – June) | Due by August 15 |
| Fiscal Year End Reconciliation | Any outstanding open balances due by September 30 |

**7. Orders, Procurement Process and Payment**

a) Procurement Process and Payment. Orders may be placed by the University through the following methods:

(i) PantherExpress Orders. Punch Out Orders or orders placed through Hosted Catalogs shall be invoiced and paid for as follows:

(A) Invoices. Supplier will submit electronic invoices to the University for orders placed through PantherExpress.

(B) Payment for PantherExpress Purchases. The University shall process and issue payments in US dollars to Supplier for purchases made through the Punch Out or Hosted Catalog function on PantherExpress 30 days after the date of an undisputed invoice.  Payments to Supplier will be accompanied by a list of each applicable purchase order number and the associated amounts.

(ii) Procurement Card Payment. The University shall have the right to use a procurement card to order and pay for Goods not purchased through PantherExpress.

b) Payment Terms. Payment terms shall be 2% / 10 days, Net 30 days (2% discount if payment issued in 10 days, otherwise payment issued in 30 days).

c) Address for Invoicing. All invoices that cannot be sent through PantherExpress shall be sent to the following address or to such other addresses as the University may specify:

University of Pittsburgh

PO Box 3329

Scranton, PA 18505

Purchase Order Number: \_\_\_\_\_\_\_\_\_\_\_

**8. Delivery**

a) Delivery and Freight Costs: The Supplier agrees to pay all shipping and freight charges incurred by the University regardless of order size, excluding University requested rush shipments. These costs include normal freight on all Goods along with other charges such as hazardous, ice, fuel, minimums, etc.

b) Delivery: Delivery is to be made only to the destination stated in the order and must be made between 8:30 A.M. and 4:00 P.M., Monday through Friday, Eastern time, legal and University holidays excluded, unless otherwise stated on the face of the order. The quantity term set forth in the order shall be complied with strictly as stated. Supplier is responsible for maintaining and providing proof of delivery.

c) Freight: The University's freight terms are F.O.B. Destination, Freight Prepaid and Allowed. If shipment is indicated on the order as F.O.B. Supplier's plant, the Supplier will prepay the freight charges and, if mutually agreed to, add them to the invoice. Separate freight invoices will not be accepted. Freight charges of $25 and over require supporting receipt for reimbursement. Collect shipments will be returned at Supplier's expense.

d) Shipping Insurance: Unless otherwise instructed on the face of the order, Supplier shall not declare any value for carriage or insurance. If not directed otherwise, shipments shall be released to minimum value of governing classification or tariff, or insured for minimum value for traceability. No shipment exceeding $10,000 shall be sent Parcel Post. No shipment exceeding $50,000 shall be sent via courier service. Supplier will provide advance notice to the University of shipments exceeding $50,000.

e) Consolidation: Except where limited by the insurance clause above, Supplier shall consolidate all shipments to the delivery point specified herein, for any one day, on one Bill of Lading.

f) P.O. Number(s): The University's Purchase Order Numbers must appear on all invoices, shipping documents and labels.

g) Packing, Packaging and Packing Sheets: Supplier shall use best commercial practice for packing and packaging of items to be delivered under the order, unless otherwise specified herein. Supplier is to provide two (2) copies of each packing sheet with the shipment.

h) Minimum Order Size: There shall be no minimum order size requirement on any University orders.

1. Hazardous Material, Packing, Labeling and Shipping: Supplier shall: (i) package, label, transport and ship hazardous material, items containing hazardous materials, and any other regulated materials, in accordance with all applicable federal, state, and local laws, international shipping requirements, rules, ordinances and regulations, and (ii) furnish any appropriate Material Safety Data Sheets. Supplier, prior to each hazardous or regulated material shipment, shall notify the University of: (iii) every article ordered or supplied under the order or stored or to be used by Supplier on University property that contains hazardous materials or any other regulated materials for which the law requires a Material Safety Data Sheet, and (iv) its nature and shipment data by such means of communication as will allow for the proper preparation for acceptance of delivery by the carrier of the material and shall identify same on all shipping documents.

j) On-Time Shipment: The Supplier shall maintain 95% or greater on-time shipment. If Supplier reasonably should know that delivery of Goods will not be completed by the date requested, Supplier will notify University of the duration of the anticipated delay.

k) Title and Risk of Loss: With respect to any Goods provided under an order, title and risk of loss shall not pass to the University until such Goods have been received, inspected and accepted by University in accordance with the terms and conditions set forth in the order. Supplier assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement in the order by the University to pay freight, express or other transportation charges.

**9. Management and Reporting**

a) Account Management. Supplier shall identify key personnel responsible for supporting this Agreement and the relationship with the University. If the University deems the performance of Supplier’s personnel unsatisfactory for any reasonable cause, such assigned personnel shall be removed from the University account and replaced immediately by the Supplier. The University reserves the right to bar from its premises any employee, officer, director, agent, representative, supervisor, successor, assignee or sub-contractor of the Supplier for any cause that the University deems reasonable.

b) Business Review Meetings. The parties agree to have performance appraisal and review process meetings on an as needed basis, but no fewer than one (1) meeting per calendar quarter, unless such meeting is waived with the consent of both parties. Performance appraisal meetings shall address the Contracted Supplier Scorecard and Instructions, a copy of which is attached hereto as **Exhibit D**. Supplier shall maintain a minimum Total Score (as that term is defined in the Contracted Supplier Scorecard and Instructions) of **[\_\_\_\_\_\_]** or greater in each of the Criteria categories shown on the Contracted Supplier Scorecard Instructions. In the event Supplier’s score in any one Criteria category shall fall below the minimum score, the University may notify Supplier, and Supplier shall increase such Total Score within six (6) months of such notification. If Supplier does not increase the Total Score within such six (6) month period, the University may terminate this Agreement in accordance with Section 2.

c) Reports: The Supplier shall provide the University with detailed quarterly and annual utilization reports for all orders in mutually agreed upon electronic format. Reports shall, at a minimum, include the following:

(i) Total dollar value of purchases and total number of orders;

(ii) Total purchases by item number;

(iii) Total value of purchases of “Core List” items divided by total value of all purchases;

(iv) Total purchases through PantherExpress versus other methods of purchasing;

(v) Numbers of orders delivered next day divided by the number of total orders;

(vi) Number of orders delivered accurately divided by the number of total orders;

(vii) Number of orders fulfilled completely divided by the number of total orders;

(viii) Number of returns due to customer error;

(ix) Number of returns due to Supplier error; and

(x) Total dollar value of surcharges, transaction fees, delivery charges, and other miscellaneous charges, if any.

d) Right to Audit. The University reserves the right to audit contract pricing compliance at any given time during normal business hours, and the Supplier shall provide the University with the necessary usage reports as required for the University to conduct such an audit. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in this Agreement, University and the Supplier shall work together to calculate and issue an appropriate credit. In determining whether or not Supplier owes a refund to the University, any undercharges will be offset against any overcharges. The parties agree that each party shall bear its own costs in conjunction with audits conducted pursuant to this Section 9(d). Further, in the event that the University desires to utilize a third party auditor in order to conduct such audit, Supplier and the third party auditor shall execute a mutually agreed upon confidentiality agreement.

e) Clearances. Prior to Supplier’s and Sub-Supplier’s performance of duties and/or exercise of any rights on University’s property or facilities, Supplier and Sub-Supplier shall subject all of their directors, officers, partners, principals, employees, contractors, co-presenters, sponsors, volunteers, chaperones, instructors, service providers and other agents who will or may be present at any time in, on, or around the campus and/or other property of the University (collectively “Supplier’s Agents” and “Sub-Supplier’s Agents”, respectively) to a thorough personal background investigation, which, when conducted, shall include a federal criminal history investigation and a criminal history investigation in all states of applicable residence and work. Without limiting the foregoing, Supplier and Sub-Supplier shall conduct (or, within the one-year period immediately preceding the Effective Date of this Agreement, shall have conducted) an FBI Fingerprint Criminal History Clearance, a Pennsylvania State Police Criminal Record Check, and a Pennsylvania Department of Public Welfare Child Abuse Clearance on each of Supplier’s Agents and Sub-Supplier’s Agents. Supplier and Sub-Supplier warrants that Supplier’s Agents and Sub-Supplier’s Agents are suitable for entry onto the campus and other property of the University to perform duties and/or exercise rights hereunder. Unsuitable persons include, but are not limited to, any person whose screening reveals information suggesting that the individual could jeopardize the safety or welfare of a minor. Supplier and Sub-Supplier shall notify University in any case wherein a person has a felony or misdemeanor conviction and Supplier and Sub-Supplier intends to permit such person entry onto the campus and/or other property of the University or substantial contact with minors while performing any services. Following discussion with Supplier and Sub-Supplier, University reserves the right to refuse such entry. Supplier and Sub-Supplier also warrant that each of Supplier’s Agents and Sub-Supplier’s Agents whom they deem suitable shall be required to timely report any new arrests or convictions to Supplier and Sub-Supplier. Should Supplier and Sub-Supplier receive such a report or otherwise reasonably suspect that one of Supplier’s Agents or Sub-Supplier’s Agents is no longer suitable, Supplier and Sub-Supplier shall reevaluate such person’s continued suitability consistent with the above. Supplier and Sub-Supplier warrant that they will abide by applicable laws in making suitability determinations and in reporting suspected child abuse.

**10. Confidentiality**

a) Each party (the “Receiving Party”) shall keep confidential any information of a non-public, confidential or proprietary nature (collectively, "Confidential Information") received from the other party (the “Disclosing Party”). Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing and marked confidential within thirty (30) days after disclosure. The Disclosing Party’s failure to mark information as confidential or to notify the Receiving Party that oral information is confidential will not affect the information’s confidential nature or waive the Disclosing Party’s rights or the Receiving Party’s obligations with respect to the information.

b) Confidential Information shall not include information which (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its representatives; (ii) was received by the Receiving Party from a third party having no obligations of confidentiality to the Disclosing Party and who is lawfully in possession of such information; or (iii) was in the Receiving Party’s possession prior to disclosure or was developed independently from such Confidential Information, as is shown by competent evidence.

c) The Receiving Party shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and nondisclosure obligations in a form of an agreement acceptable to the Disclosing Party.

d) If the Receiving Party is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, the Receiving Party shall provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or take other appropriate action.

e) Upon termination of this Agreement or the Disclosing Party’s request, (i) original sources of Confidential Information shall be promptly returned to the Disclosing Party and (ii) all copies of such sources, including, but not limited to, all summaries, abstracts, drawings, notes or other records or data prepared by or for the Receiving Party which contains any Confidential Information in any form, shall be destroyed, with such destruction confirmed in writing.

f) The Receiving Party acknowledges that monetary damages may be inadequate to compensate for any breach of the Disclosing Party’s confidentiality obligations. The Receiving Party agrees that any such breach or threatened breach may cause irreparable injury to the Disclosing Party and that the Disclosing Party shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the Disclosing Party’s Confidential Information, without proof of actual damages.

g) The Receiving Party shall immediately notify the Disclosing Party in writing upon discovery of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information.

**11. University Diversity and Sustainability**

a) Diversity Business Enterprise. In the performance of this Agreement, Supplier shall use best efforts to utilize Diversity Business Enterprises as second tier suppliers. The Supplier shall submit yearly automated reports evidencing its progress in this area.

b) Sustainability. The University encourages and promotes the use of goods which are environmentally friendly, or with recycled content to the extent economically practical and to purchase goods that are reusable, refillable, repairable, more durable as is practicable and cost-effective. The University encourages and promotes the use of minimal packaging and use of recycled/recyclable goods in packaging when applicable without sacrifice in quality of packaging. Suppliers are strongly urged to bring to the attention of the University the goods or packaging they offer which have recycled content and that may be recyclable. When and if requested by the University, the Supplier shall submit yearly automated reports evidencing its progress in this area.

**12. Indemnity**

a) Supplier (the “Indemnifying Party”) shall indemnify, defend and hold harmless the University, its trustees, officers, employees, agents and representatives (collectively, the “University Indemnitees”) from and against any and all losses, liability, cost and expenses, including attorney’s fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, “Claims”) arising out of or related to the acts or omissions of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for (i) personal injury, including death, and damage to property, (ii) the breach by the Indemnifying Party of any term, representation, warranty or covenant under this Agreement, or (iii) defective, unsafe or non-conforming Goods supplied by Supplier.

**13. Insurance**

a) Unless more specific insurance provisions are attached, Supplier shall procure and maintain during the term of this Agreement, at its own expense, the following insurance coverage:

Commercial General Liability

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products and Completed Operations

$1,000,000 Personal and Advertising Injury

$100,000 Fire Damage (any one fire)

$10,000 Medical Expense (any one person)

Including coverage for but not limited to contractual, products, broad form property damage, personal injury, host liquor, and independent Suppliers liability.

Automobile Liability

$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident. Coverage shall include hired car and non-owned automobiles.

Workers' Compensation

Statutory

Employer's Liability

$1,000,000 Each Accident

$1,000,000 Disease - Policy Limit

$1,000,000 Disease - Each Employee

b) “The University of Pittsburgh - Of the Commonwealth System of Higher Education, its trustees, officers, agents and employees” are to be named as an additional insured on the insurance policies listed above. The policies described herein, and Supplier’s compliance with the terms and conditions of this Section 13, shall be subject to approval by the University's Office of Risk Management. Supplier shall provide certificates of insurance evidencing the insurance coverage required in this Agreement prior to commencement of Services or delivery of Goods to the authorized university representative.

**14. Miscellaneous**

1. Publicity/Use of Marks. Neither party shall (a) issue a press release or make any other public statement that references this Agreement, or (b) use the other party's names or trademarks for publicity or advertising purposes, except with the prior written consent of the other party which may be withheld in that party’s sole discretion.
2. Survival of Terms. The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.
3. Independent Contractor. The University and Supplier shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. Supplier shall not permit any of its officers, directors, agents, employees, representatives, supervisors, successors, assigns, employees, or sub-contractors to represent or hold out itself or themselves as agents, supervisors, servants, employees, or representatives of the University or as authorized to make any commitment to incur any obligation on behalf of the University.
4. Assignment/Delegation. Neither party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other party. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 14(d) is void.
5. Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of the University, and to such successors and assigns of Supplier as are permitted by the University to succeed to the Supplier’s right upon and subject to the terms hereof.
6. Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
7. Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.
8. Severability. If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
9. Entire Agreement. This Agreement, including any exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
10. Amendments. No change, modification, amendment, alteration or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties.
11. Waiver. Failure on the part of any party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, the same as if no such forbearance of waiver had occurred.
12. Choice of Law. The laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania. Each of the parties waives, to the fullest extent permitted by law, any objection which it may now or later have to the exclusive jurisdiction of or the laying of venue in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania, including any objections based upon inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions as provided by law.
13. Notices. All notices to be given hereunder shall be in writing, hand-delivered, or sent by certified mail or registered mail, postage pre-paid, return receipt requested, or by telecopy and shall be effective upon receipt thereof. All such notices addressed to a party shall bear the address of the party set forth as follows:

To the University: University of Pittsburgh

3309 Cathedral of Learning

Pittsburgh, PA  15260

Attn: Director, Purchasing Services

Telecopy: (412) 624-9339

with a copy to: University of Pittsburgh

Office of General Counsel

1710 Cathedral of Learning

Pittsburgh, PA 15260

Attn: General Counsel

Telecopy: (412) 624-9165

To Supplier: [**Name of Company**

**Address line 1**

**Address line 2**

**Attn: Name and Title or just title**

**Telecopy: Fax Number]**

If prior to sending such notice, the party sending the notice has received notice from the other party of a different address to which further notice should be sent, notice shall be sent to that address.

n) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties, including by facsimile or PDF delivery. The signatures of all of the parties need not appear on the same counterpart.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Contracted Supplier Agreement has been duly executed by the parties hereto as of the day and year first written above.

**UNIVERSITY OF PITTSBURGH – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUPPLIER**

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A – Statement of Work

Exhibit B-1 – Core List

Exhibit B-2 – Non-Core List

Exhibit C – Pricing and Incentives

Exhibit D – Contracted Supplier Scorecard

**Exhibit A**

**Statement of Work**

Capitalized terms used but not defined in this Statement of Work (“SOW”) shall have the meaning ascribed to them in the Agreement.

**Exhibit B-1**

**Core List**

**Exhibit B-2**

**Non-Core List**

**Exhibit C**

**Pricing and Incentives**

1. **Core List**: The Core List set forth in Exhibit B-1 represents \_\_\_% of the total amount of all purchases by the University from the Supplier in any given twelve (12) month period. Core List Goods are subject to a discount (the “**Core List Discount**”) that is the lesser of (i) the net prices/discounts listed for such Core List Goods or (ii) Punch Out offerings as of the Effective Date of this Agreement. All prices listed in the Core List are fixed through the first twelve (12) months of the term of this Agreement, subject only to additional discounts as may be available for any Core List Goods. The Supplier and University shall review the Core List on an annual basis to adjust the Core List Goods and the Core List Discount based on University’s purchase patterns for the preceding twelve (12) months.

2. **Category Discounts**: The Non-Core List set forth in Exhibit B-2 includes all goods which are offered by Supplier to the University which are not included in the Core List. Each category of goods in the Non-Core List will be subject to a fixed discount (the “**Fixed Category Discount**”) from the Supplier’s list prices as shown in Supplier’s catalog. A Supplier may offer multiple Fixed Category Discounts. The Fixed Category Discount shall apply to all goods in the applicable category and remain unchanged through the term of this Agreement, subject only to additional discounts as may be available for any Non-Core List Goods. Supplier may revise prices on Non-Core List Goods on a mutually agreed upon periodic basis; provided that, the Supplier can provide documented evidence of changes in raw material costs or manufacturer price changes.

3. **Volume/Temporary Price Reduction**. Supplier will aggressively pursue price reduction opportunities including but not limited to volume discount pricing opportunities. From time to time, Supplier and University shall mutually agree in writing on Goods that Supplier will provide to the University at a price lower than that currently offered to the University (a “**Temporary Price Reduction**”). The parties will mutually agree in writing on the Temporary Price Reduction and the duration of the Temporary Price Reduction.

4. **Price Adjustments**: After the initial twelve (12) months of the Agreement, the pricing for the Goods shall be subject to increase (i) no more than once per year; (ii) with no less than 30 days notification; and (iii) effective on the 1st day of July of the applicable year.

5. **Competitive Pricing/Cost Savings**: Supplier agrees that it will maintain competitive prices for the Goods and Services for the term of this Agreement and that such prices will be comparable to those received by similar customers for like goods and services under comparable conditions. Supplier will aggressively pursue cost savings opportunities including but not limited to passing through all discounts to the University.

6. **Additional Costs**: Any additional cost components beyond those outlined in this Agreement will not be introduced during the term of this Agreement without the mutual agreement and written consent of both Supplier and the University.

7. **Pricing Compliance**: Supplier agrees that in no case will the prices charged by Supplier to the University be unlawfully discriminatory or otherwise prohibited under any federal, state or local laws.

8. **Pricing for Extension Term(s)**: At any time prior to the expiration of the Initial Term and provided that the University has elected to extend the Agreement in accordance with Section 2(b) of the Agreement, the University and the Supplier shall commence negotiations regarding pricing that will be in effect on the first day of the Extension Term. In the event that the parties fail to agree to new pricing for the Extension Term or any subsequent Extension Term prior to the expiration of the then current Term, the University shall have the option to extend this Agreement and maintain the pricing then in effect.

9. **Taxes**: The University is exempt from the payment of State Sales and Use taxes on most transactions. The University shall establish the tax status on the purchase order or contract document. Tax exemption certificates will be provided to Sellers who request such documentation. The University does not have, nor is it required to have, a tax exemption identification number.

**Exhibit D**

**Contracted Supplier Scorecard**

