

**Request for Proposal**

**Maintenance, Repair, and Operations Supplies**

Procurement Services  
University of Wyoming  
Laramie, Wyoming 82071



PROPOSAL DUE: August 25, 2017  
2:00 P.M. MDT

## **SECTION I**

### **UNIVERSITY OVERVIEW**

The University of Wyoming is the only accredited four-year school in a state of just over one-half million people. The University is dedicated to providing quality instruction to students, conducting valuable research programs, and serving Wyoming through a wide variety of educational and cultural programs. The University has more than 3,000 benefited faculty and staff dedicated to educating nearly 14,000 students. Approximately 231 undergraduate, graduate, and professional programs of study are offered with seven colleges: Agriculture and Natural Resources, Arts and Sciences, Business, Education, Engineering and Applied Science, Health Sciences, and Law. The main campus is located in Laramie, but extends learning opportunities through a variety of credit and non-credit outreach programs, including the UW/Casper College Center and classes offered through Wyoming's seven community colleges. Additional information regarding the University of Wyoming is available at <http://www.uwyo.edu>.

## **SECTION II**

### **ADMINISTRATIVE INFORMATION**

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued for the University of Wyoming by Procurement Services.
- B. **INVITATION TO SUBMIT PROPOSALS:** The University of Wyoming is hereby contacting prospective Vendors whom the University deems potentially qualified to meet its needs.
- C. **PURPOSE:** This RFP provides prospective Vendors with sufficient information to enable them to prepare and submit proposals for consideration by the evaluation team to satisfy the University's needs to obtain competitive proposals from reputable, qualified Vendors who are interested in being the primary provider for maintenance, repair, and operation supplies, including electrical supplies, plumbing supplies, janitorial supplies, and general maintenance and repair supplies for the purpose of supporting the maintenance of university infrastructure.
- D. **SCOPE:** This RFP contains the instructions governing the proposal and the material to be included herein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

As part of the broader Oracle Cloud Procurement implementation process, the University of Wyoming seeks to establish a strategic preferred Vendor relationship with a qualified Maintenance, Repair, and Operations (MRO) vendor through this RFP process that would be able to provide the University end users with a variety of high quality products, market competitive pricing, and satisfactory customer services and support. The University of Wyoming purchases approximately \$1.03M in MRO supplies annually from a few key Vendors, however, as the current purchasing process is very decentralized, the actual spend at the University is likely much higher due to the University's spend not being efficiently leveraged.

The successful Vendor will be awarded a 5 year initial contract term with 2 optional one-year extensions, and will be marketed to the campus users as the University's preferred MRO Supplier. The successful Vendor(s) also will be enabled in the University's Oracle Procurement Cloud as a punch-out catalog vendor. Upon implementation of the initial agreement, the University desires to partner with the awarded Vendor to heavily market and promote the Vendor to campus users, drive spend consolidation, reduce Vendor base and non-contract maverick spend, move towards leveraging the more consolidated MRO supplies across campus to achieve cost savings through each year of the agreement.

**E. SCHEDULE OF ACTIVITIES**

| Activity |   | Date       | Time<br>(Mountain Time) |
|----------|---|------------|-------------------------|
| 1.       | RFP posted to the University of Wyoming Procurement Services website and invitation email sent to potential and interested providers. | 07/27/2017 | 5:00 P.M.               |
| 2.       | Last day to submit questions on concerning the RFP.   | 07/31/2017 | 5:00 P.M.               |
| 3.       | UW to Provide answers to questions  | 08/02/2017 | 5:00 P.M.               |
| 4.       | Proposals due (one electronic copy and two hard-copies).  | 08/25/2017 | 2:00 P.M.               |

- F. INQUIRIES: Prospective Vendors may make inquiries concerning this RFP to obtain clarification of requirements. Send inquiries to the attention of:

**Janet Wilson**  
**Procurement Services**  
**Dept. 3605**  
**1000 E. University Avenue**  
**Laramie, WY 82071-3605**  
**E-mail: jwilso76@uwyo.edu**  
**Voice: 307-766-5717**

Please include the following reference on the face of your envelope or as the subject of your e-mail:

MAINTENANCE, REPAIR, AND OPERATIONS RFP

Response to any Vendor's inquiries will be made in writing by Procurement Services in a timely manner to all prospective Vendors. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing to be valid.

- G. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the Vendor prior to the established due date and time.
- H. PROPOSAL SUBMISSION: Responses should be submitted via email in Microsoft Word format or other electronic media agreeable by the University. Electronic versions are mandatory. In addition to the mandatory electronic version, a signed copy of the RFP must be sent to the below address. The e-mail and two (2) original signed copy responses will be accepted up to but no later than **August 25, 2017 at 2pm MT**. Late responses will not be accepted. The e-mail responses should be forwarded to the following e-mail address. The proposals will be opened and the names of all proposers will be read aloud at that time.

In addition to the mandatory electronic version, two (2) originally signed printed responses to the RFP must be sent to the below address. Submission of printed copies DOES NOT relieve the Vendor from the requirement to submit the response electronically before the deadline. Late responses will not be accepted. The proposals will be opened and the names of all proposers will be read aloud at that time.

The printed copies of the proposal package, if sent via the U.S. Postal Service, shall be sent to:

**University of Wyoming  
Procurement Services  
Attn: Janet Wilson, Senior Buyer  
1000 E. University, Dept. 3605  
Laramie, WY 82071**

If sent via any other carrier, please send to:

**University of Wyoming  
Procurement Services  
16 and Gibbon  
Laramie, WY 82071**

It is the responsibility of the Vendor to ensure that the proposal is received by the University of Wyoming Procurement Services on or before the proposal submission deadline. Vendors mailing RFP copies are advised to allow sufficient mail delivery time to ensure receipt by the time specified.

Proposals must be submitted and sealed in a package showing the following information on the envelope.

***VENDOR'S NAME***  
**Maintenance, Repair, and Operation RFP**  
DATE, 2:00 P.M. MDT

**Components of the RFP Proposal:** The following components of the proposal must be completed and included in the Vendor's submission in order for the proposal to be considered complete:

- A: **The University of Wyoming Form of Proposal:** MUST be signed in ink by the Vendor or an officer of the Vendor who is legally authorized to bind the Vendor to the proposal. Proposals which are determined to be at a variance with this requirement may not be accepted.
  - B: **MRO RFP General Response Workbook:** MUST be completed and returned to the University of Wyoming **in the original Excel format via the electronic submission.**
  - C: **MRO RFP Financial Proposal Workbook:** MUST be completed and returned to the University of Wyoming **in the original Excel format via the electronic submission.**
- I. **ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued via email. It is the responsibility of Vendors, prior to bid date, to review addenda issued to ensure their bid reflects any and all changes. All addenda must be acknowledged on the Form of Proposal page and copies of the signed addenda must be included in the Vendor's proposal.
- J. **ACCEPTANCE OF RFP TERMS:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Vendor or an officer of the Vendor legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Vendor of all terms and conditions including compensation, as set forth herein. A Vendor shall identify clearly and thoroughly any variations between its proposal and the University's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
- K. **CONFIDENTIAL/PROPRIETARY INFORMATION:** Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the Vendor with the proposal. The Vendor must state specifically what elements of the

proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked, and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Procurement Services will make a written determination as to the apparent validity of any request for confidentiality. The written decision of Procurement Services will be sent to the Vendor as required.

- L. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the University of Wyoming. Proposals may be reviewed by any person after a contract has been issued, subject to the terms of law. The University of Wyoming has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in Proprietary/Confidential Information. Disqualification of a Vendor, or submission of an unsuccessful proposal, does not eliminate this right.
- M. SELECTION OF PROPOSAL: Upon review and approval of the evaluation committee's recommendation for award, Procurement Services will issue a "Letter of Intent to Award" to the apparent successful vendor.
- N. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful Vendor will become contractual obligations if acquisition action ensues. Failure of the successful Vendor to accept these obligations in a contract may result in cancellation of the award and such Vendor may be removed from future solicitations. The award will be made to that Vendor whose proposal, conforming to the RFP; will be the most advantageous to the University of Wyoming. The University does not forfeit its sovereign immunity through the execution of the contract.
- O. STANDARD CONTRACT: The University of Wyoming reserves the right to incorporate standard UW contract provisions and other provisions contained in this RFP into any contract resulting from this RFP, such as, but not limited to the following: <http://www.uwyo.edu/procurement/terms-and-conditions/index.html>. The standard contract term is for a period of five (5) years, with the possibility of an extension for two (2) years in one-year increments, provided all conditions have been met satisfactorily, and the university and the contractor mutually agree in writing. The University is not bound to the stated standard contract term, and the official term will be set with the signing of the contract.
- P. RFP CANCELLATION: The University reserves the right to cancel this Request for Proposal at any time, without penalty.
- Q. INCURRING COSTS: The University of Wyoming is not liable for any cost incurred by Vendors prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.
- R. MINORITY PARTICIPATION: It is the University's goal to maximize participation of minorities in the procurement process. Accordingly, minority enterprises are to be utilized when possible. By the submission of a proposal the Vendor shall agree to utilize the maximum amount of minority business firms that the Vendor finds to be consistent with the efficient performance of any resulting contract.
- S. EQUAL EMPLOYMENT OPPORTUNITY/DIVERSITY (Affirmative Action) Program: Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

Vendors and subcontractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A. As applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** As applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

- T. REJECTION OF PROPOSALS: The University of Wyoming reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, by the specific bid opening time and date, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University of Wyoming.
- U. PARENT COMPANY: If a Vendor is owned or controlled by a parent company, the parent company name, main office address, and parent company's tax identification number shall be provided in the proposal.
- V. NEWS RELEASES: News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.
- W. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
  - 1. By submission of this proposal, each Vendor, and in the case of a joint proposal, each party thereto, certifies as to its own organization, that, in connection with this procurement:
    - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
    - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
    - c. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - 2. Each person signing the Form of Bid form of this proposal certifies that:
    - a. He/She is the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1 a) through (1 c) above; or
    - b. He/She is not the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1 a) through (1 c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1 a) through (1 c) above.
  - 3. A proposal will not be considered for award where (1 a), (1 c), or (2) above has been deleted or modified. Where (1 b) above has been deleted or modified, the proposal will not be considered for

award unless the Vendor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- X. CONFLICTS OF INTEREST: The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable for his or her actions.
- Y. TAXES: The University of Wyoming, as purchaser, is exempt from all federal excise taxes and from all State of Wyoming sales tax.
- Z. ASSIGNMENT: Neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.
- AA. AVAILABILITY OF FUNDS: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University of Wyoming.
- BB. BID BONDS/SECURITY: Not required for this proposal.
- CC. CONTRACTOR'S PERFORMANCE BOND: Not required for this proposal.
- DD. INSURANCE: Commercial general liability insurance including property damage, bodily injury, contractual liability, errors and omissions, and products and completed and ongoing operations, with minimum occurrence limits of not less than \$1,000,000 and minimum aggregate limits of \$3,000,000.

If contractor will deliver materials classified as hazardous, contractor must have pollution and environmental impairment liability with minimum occurrence limits of not less than \$1,000,000 and minimum aggregate limits of \$3,000,000, which may be provided as stand-alone coverage or contained within the commercial general liability insurance.

Automobile liability insurance covering all owned, non-owned and hired autos with minimum limits of \$1,000,000 combined single limit.

Workers' compensation coverage as required by law and employer's stop gap liability coverage.

Policies other than workers' compensation and employer's stop gap liability must name the University, its trustees, officers, and employees as additional insureds. Certificates will be delivered, prior to commencement of the contract, to the Chief Risk Officer, Risk Management and Safety Office, Dept. 4300, 1000 E. University, Laramie, WY 82071.

Workers' Compensation and Employer's Liability Coverage: The insurer(s) shall agree to waive all rights of subrogation against the University of Wyoming for losses arising from work performed at the University.

All Coverages (i.e., general liability, errors and omissions, pollution liability, automobile liability, workers' compensation and employer's liability) must include:

1. Cancellation. Each policy shall be endorsed to state the coverage shall not be canceled, suspended, voided, allowed to expire or be reduced in coverage or limits, by either party, except after thirty (30) days, prior written notice by certified mail, return receipt requested, has been given to the University of Wyoming.

2. Jurisdiction. The insurance shall be construed under the laws of the State of Wyoming. The exclusive forum for the resolution of disputes arising out of such insurance shall be a court of competent jurisdiction of the State of Wyoming.
3. Acceptability of Insurers. Insurance shall be placed with insurers Licensed to do business in Wyoming and having an A.M. Best Company rating of no less than AVIII.

Verification of Coverage: Prior to commencement of the Agreement, the University shall be provided with certificates of insurance and original endorsements evidencing required coverage. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the University before the contract commences. The University reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, the University of Wyoming must be provided a certificate of insurance indicating renewal or an acceptable replacement of the expiring policy prior the expiration.

- EE. **INDEMNIFICATION:** To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred or which University becomes responsible to pay as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- FF. **WYOMING STATE PREFERENCE:** Pursuant to UW Regulation, preference shall be allowed in the purchase of materials, supplies, equipment, machinery, or provisions provided by bona fide Wyoming residents when such materials, supplies, equipment, machinery or provisions are of quality equal to those offered by an out-of-state Vendor. Such preference shall be five percent (5%) and shall apply to materials, supplies, equipment, machinery or provisions produced, manufactured or grown in this state, and to materials, supplies, equipment, and machinery supplied by a Wyoming Resident. (UW Regulation 3-105, Purchases) However, preferences shall not be given in violation of any Federal law, rule or regulation. Whenever Federal laws are applicable, Federal laws shall supersede any State laws. **Vendors must have a current Wyoming residency certification on file with the Wyoming Department of Workforce Services at the time of the bid submission in order to qualify for resident preference. Inquiries regarding obtaining a residency certification number should be directed to the Wyoming Department of Workforce Services, Labor Standards Office at (307) 777-7261. The Department of Workforce Services certifies residency and enforces the preference law.**
- GG. **PAYMENT TERMS:** The University of Wyoming prefers to provide payment in full Net 45 days after acceptance of goods and services. The university may consider other terms if a substantial discount or benefit is available for doing so, however, all proposed payment terms and available discounts must be clearly stated within the Vendor's proposal.
- HH. **EVALUATION CRITERIA:** Proposals will be considered from firms with a demonstrated history of successfully providing service similar to what we are requesting. The contract will be awarded to the proposer who most completely meets the University's needs. University personnel will evaluate all proposals submitted in response to this RFP. Proposals will be evaluated using the following criteria:
1. Responsiveness of the proposal in stating a clear understanding of the requirements. Failure to respond to all items may be grounds for rejecting the proposal
  2. Pricing and discounts of core and non-core items



3. Financial incentives in proposal, including but not limited to rebates and prompt pay discounts
4. Ability to provide Oracle Cloud eProcurement punch-out capabilities
5. Demonstrated ability to provide the University with the service levels specified in this RFP document and applicable attachments

II. TERMINATION PROVISIONS: The resulting contract may be terminated as follows:

- a. The University and the contractor, by mutual written agreement, may terminate the contract at any time.
- b. The University, in its sole discretion, may terminate the contract for any reason upon 45 days written notice to the contractor. Such termination shall not relieve the contractor of any obligations to provide services during the notification.
- c. The University may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The University may, by providing written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of ten (10) days (or longer at the University's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the University's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the University may contract the service from other sources and hold the contractor liable for any excess cost occasioned thereby.
- d. The University may terminate the contract immediately for the following reasons:
  - i. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, has ceased operating in the normal course of business, the contractor has voluntarily or involuntarily entered into bankruptcy proceedings, or the contractor is otherwise deemed insolvent.
  - ii. A trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court.
  - iii. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by the contractor, its employees, officers, directors of shareholders.
  - iv. Failure to uphold any fiduciary obligation to the University.
  - e. Within 10 days of notice of termination, contractor will provide University a complete download of University's data in a format specified by the University in the termination notice or in a separate communication. There shall be no additional charge by contractor for providing this data.

JJ. SUSTAINABILITY PRACTICES: The University of Wyoming strongly encourages the campus community to adhere to sustainable practices. For product categories that have ENERGY STAR rated products available, the university will focus its procurement efforts on products with this rating, consistent with the needs of the UW campus community.

- KK. GOVERNMENTAL CLAIMS: Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- LL. INTERPRETATION: The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
- MM. SOVEREIGN IMMUNITY: The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
- NN. ACCESSIBILITY COMPLIANCE: In regard to each technology that will be utilized in regard to this RFP, please answer the following, where applicable:
1. Describe specifically how your product or services comply with Section 508 standards.
  2. If your product is not currently compliant in certain areas, describe your plans and time frame for achieving compliance.
  3. Describe your accessibility conformance testing process.
  4. If you roll out upgrades after the University purchases the product, how can you assure the University that the upgrades will not interfere with accessibility?
  5. Who will pay to remediate any necessary fixes after purchase?
  6. Provide a completed Voluntary Product Accessibility Template (VPAT) for your product. If you do not have a VPAT, please provide your accessibility statement on how the product is fully accessible, or compliant, with Section 508.  
Questions regarding evaluating the accessibility of technology products or services should be directed to the ADA Coordinator, Employment Practices at 307-766-6236.
- OO. EXPORT CONTROL: The University, its employees and its agents are subject to and shall comply with U.S. export control laws that prohibit or restrict a) transactions with certain parties, and b) the type and level of technologies and services that may be exported. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, and the International Economic Emergency Powers Act, and regulations issued pursuant to these, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). As part of its commitment to compliance with U.S. export controls, UW requires information on the product(s) being purchased to enable the University to determine the applicable export controls. To be considered for this bid award, Vendor must identify the export jurisdiction (ITAR or EAR) and classification of its product, component, or service(s) in the response to this bid request. The suggested format for this information is set out in the table below.

|   |  |
|---|--|
| <p><i>Are any of the products subject to the Export Administration Regulations (EAR)?</i></p> <p>Yes _____ No _____</p> | <p>If YES, indicate the ECCN No. of each product:</p> <p>_____</p> |
|---|--|

|  |  |
|--|--|
| <p><i>Are any of the products subject to the International Traffic in Arms Regulations (ITAR)?</i></p> <p>Yes _____ No _____</p> | <p>If YES, indicate the USML Category and Sub – Category of each product:</p> <p>_____</p> |
|--|--|

**SECTION III**

**SCOPE OF WORK**

**REQUIREMENTS:** This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section II – E & F above.

Vendor shall provide the responses to the following questions and statements in the provided Excel files titled *Wyoming MRO Supplies RFP General Response Workbook & Wyoming MRO Supplies RFP Financial Proposal Workbook*.

**A. INTRODUCTION & VENDOR IDENTIFICATION:**

**MRO Supplies RFP General Response Workbook:** All Vendors must complete both tabs of the General Proposal Response Workbook which contain questions related to the Vendor’s company information, references, customer services, ordering and delivery expectations, and sustainability programs. The General Proposal Response Workbook must be returned to the University in its original Excel format.

1. **Organizational Summary:** Please provide a concise summary of the services your organization is offering to us, and the advantages you bring to the University of Wyoming.
2. **eProcurement Capabilities:** Please describe your company's experiences with integrating with Oracle Cloud eProcurement solution and offering the clients a reliable and user friendly punch-out ordering site. Please acknowledge and confirm your agreement to pay a 1% technology fee to be enabled as the punch-out vendor in the Oracle Cloud eProcurement solution, should you be awarded the contract.
3. **RFP Contact Information:** Contact name(s) and title(s) of the individual(s) responsible for the vendor’s proposal and negotiation during this RFP process.
4. **Year of Incorporation:** Indicate the year of incorporation of Vendor's company.
5. **Company Classification 1:** Indicate if the Vendor company is: Local, Regional, National, or International
6. **Company Classification 2:** Indicate if the Vendor company is a: Minority-owned Business, Small Business, Women-owned Business, or Other. If Other, please specify.
7. **Financial Stability:** Has the company been profitable for the last five (5) fiscal years?

8. **Financial Statement:** Provide the most recent year ending financial statement of the Vendor company as an exhibit as part of your proposal.

- B. **REFERENCES:** Vendor shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. Include a description of the services provided.
- C. **CONTRACT TERM:** The standard contract term is for a period of Five (5) years, with the possibility of an extension for two (2) years in one-year increments, provided all conditions have been met satisfactorily, and the university and the contractor mutually agree in writing. The University is not bound to the stated standard contract term, and the official term will be set with the signing of the contract.
- D. **PRICING & PRODUCTS:** The University desires to develop a Core List of high volume, high spend items that are representative of the entire University's purchasing patterns. This list will be reviewed with the Vendor annually. The awarded Vendor will be required to work with the University to provide competitive pricing across the entire contract including the core items, proactively align core list with changing spend patterns and actively collaborate with the University on further product standardization and consolidation, and drive end users spend to the core list. The goal is to collaboratively increase spend on core list items while further consolidating and reducing the number of core items year over year to achieve cost savings.

In addition to the core list, the University requires the Vendor to propose a general category discount structure that would serve as the pricing base for all products purchased off the core list. The discount percentages for each product category must be based off the manufacturers' list price, verifiable and auditable by the University.

The University also expects the Vendor to propose financial incentives that are warranted by the proposed account relationship size, length of proposed contract term, account structure, and the proposed strategic Vendor status. The financial incentives may include recurring annual volume rebate, prompt payment discounts, single point delivery discounts, scholarship / internship sponsorships, etc.

1. **Core List Item Pricing and Adjustment:** Please acknowledge that the vendor and the University will jointly discuss any pricing changes after this initial period are allowed once per year at the beginning of the subsequent calendar year, and shall remain fixed for the entirety of that calendar year unless changes are mutually agreed upon by the University and the selected vendor.
2. **Core List Modification:** Please describe how you will work collaboratively with the University to update and right-fit the Core List periodically to ensure that it continues to reflect end users' purchasing patterns and needs. Please acknowledge that the University reserves the right for final designation of items included on the Core List, as well as the right to adjust the total number of items included on the list.
3. **Core List Promotion and Marketing:** Please describe how you plan to work with the University and drive more utilization and purchases of Core List items. Please include how safety will be considered when driving purchases for cost/discount purposes. Please provide examples where you have done this successfully.
4. **General Discounts:** Please confirm that you have proposed a market competitive and comprehensive general discount structure that covers all products and services available through the vendor in Tab 2 of the *MRO Supplies RFP Financial Proposal Workbook* (see below for more information).
5. **Market Basket Evaluation:** Please complete the Market Basket spreadsheet following the detailed instruction provided at the top of the worksheet in the *MRO Supplies RFP Financial Proposal Workbook* (see below for more information).

6. **List Price Source:** Please describe how often and when the vendor's list price will change each year. How will Wyoming be notified of the list price changes? Please provide the source of your list prices off of which the proposed general discounts will be applied to.
7. **Product Substitution:** Please describe your product substitution process for when an item is on back order or has been discontinued. Please note that all product substitutions must be first approved by the University order requester and no automatic product substitution is allowed.
8. **Pricing Audit:** Please describe your capability to provide a quarterly compliance report to the University which will track service level commitments to actual performance and contract pricing to settlement. Please acknowledge that in the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, the University and the selected vendor shall work together to calculate and issue an appropriate credit.
9. **Continued Product Pricing Competitiveness:** Please describe how the vendor will ensure that pricing and discounts for the University of Wyoming remain market competitive throughout the duration of the contract term.
10. **Financial Incentives:** Please describe what kinds of financial incentives that the vendor is able to provide to the University of Wyoming in Tab 4 of the *MRO Supplies RFP Financial Proposal Workbook* (see below for more information)

E. CUSTOMER SERVICES:

1. **Contract Ordering Portal:** The University shall place orders through the Preferred Vendor's online web portal until its eProcurement solution through Oracle Cloud is fully implemented. Please describe your capability to provide the University with a user friendly web ordering portal that would capture all University end user purchases.
2. **Pricing Accuracy Expectations:** Please confirm that pricing displayed on the web portal shall reflect accurately the Core and Non-Core pricing structures resulting from this award. Please describe how you are going to meet the University's expectation that if a sale is in process and the contract pricing for an item is higher than the promotional retail sale price, the web portal will display (and the University will pay) the lower of the two.
3. **Back Ordered Items:** Please describe how you will notify the order requester in a timely fashion if any items are on back order.
4. **Minimum Order Requirement:** Please confirm that no minimum order size will be imposed on any orders placed by the University order requesters. The University is however interested to understand how instituting a minimum order requirement would otherwise impact the overall pricing level with the Vendor. Please describe your minimum order thresholds, impacts of the minimum order requirement on your overall pricing proposal, and where you have been able to help a client implement this successfully.
5. **Shipping and Freight:** Please confirm that the vendor shall be responsible for all shipping related charges, including fuel surcharges and general freight costs, and the University of Wyoming will not be charged for any shipping related costs unless it is end user requested expedited shipping. Please complete Tab 5 of the MRO Supplies Financial Proposal Workbook: Shipping & Freight Charges to provide itemized details on the various types of shipping.
6. **Delivery Expectations:** Please describe how you are going to meet the delivery expectations of the University which states that all products ordered through the Preferred Vendor shall arrive within

seven (7) business days at the University's Central Receiving location with freight prepaid and absorbed by the vendor.

7. **Product Returns:** Please describe how you are going to meet the product return expectations of the University which states that the Preferred Vendor shall provide “hassle free” returns and adjustments; full credit will be provided to the customer on all returns that are returned within 30 days of receipt in original packaging and in re-sellable conditions.
8. **Restocking Fee:** Please acknowledge that the Vendor will not impose a restocking fee on the University if an item is returned due to damage, incorrect product shipped, or Vendor customer service order entry error. Vendor should also not impose a restocking fee for inventory that is returned with an authorization number.
9. **Order Accuracy:** Please describe how you are going to meet the University's expectation of maintaining order accuracy at a rate of 98% or greater. Please confirm that you are able to provide a report of Order Accuracy rates at each Business Review Meeting, or when requested by the University.
10. **Order Completeness:** Please describe how you are going to meet the University's expectation that order completeness should be maintained at a rate of 95% or greater. Please confirm that you are able to provide a report of Order Fill Rates when requested by the University.
11. **Product Discontinuation / Substitution:** Please describe how you will communicate manufacturer's discontinuation of products included on the core list via e-mail along with proposed core list replacements to the University within five (5) business days of notification by manufacturer to the Vendor.
12. **Safety Data Sheet:** For those supplies that require them, please confirm you can provided SDS's (with the product and electronically) for tracking in compliance with OSHA.

F. INVOICING & PAYMENT

1. **Invoicing:** Please confirm that the vendor is capable of providing eInvoicing to UW. Please describe your proposed eInvoicing process.
2. **Payment Terms:** Please confirm that the vendor accepts UW's minimum requirement for payment term which is Net 45 days.
3. **Payment Method:** Is the vendor able to receive electronic payment methods such as ACH and ePayables? Please describe what additional discounts the vendor is able to offer the University if UW pays via ACH.

G. ACCOUNT MANAGEMENT & REPORTING:

1. **Account Management Team:** Describe the proposed Account Management structure for The University of Wyoming, including the primary contacts and communication channels.
2. **Quarterly Meeting:** Describe / confirm that the Vendor is committed to attending in person all quarterly business meetings to review reports, pricing, product updates, performance, service-related issues, etc. Describe what other topics you would introduce to the quarterly meetings to make it more productive and strengthen the preferred Vendor relationship.
3. **Reporting Capabilities:** Vendor shall make every effort to provide reporting, as requested by the University. If requested to provide usage reports, Vendor shall deliver the report within five (5)

business days of request at no additional charge to the University. At a minimum, the ability to report on the following criteria is required:

- i. Catalog number /SKU number for items purchased
- ii. Manufacturer number for items purchased
- iii. Order / invoice number
- iv. Order / invoice date
- v. Unit of Measure
- vi. Line item / transaction total quantity
- vii. Unit Manufacturer List Price
- viii. Unit Discount %
- ix. Core List Price (if applicable)
- x. Actual Price Paid
- xi. Total dollar value of purchases and total number of orders
- xii. Total value of purchases and total number of orders by each campus/department
- xiii. Total purchases by item number
- xiv. Total value of purchases of Core Items
- xv. Total purchases paid by purchase order vs. purchasing/procurement card
- xvi. Number of orders returned due to errors
- xvii. Number of orders returned due to Vendor error
- xviii. Total dollar value of surcharges, transaction fees, delivery charges, and other miscellaneous charges, if any.
- xix. Total purchases by type of order (xml/eProcurement, email, fax, etc.)

4. **Oracle Procurement Cloud Punch-Out Enablement:** Vendors must be able to integrate to and support the University's Oracle Cloud eProcurement technology for catalog and order management. In conjunction with the University's e-Procurement solutions, it is necessary to partner with a Vendor who can provide punch-out sites for contract pricing for end users purchases. Following award, the Vendor will be expected to dedicate resources to the fulfillment of the entire enablement process. The Vendor will also be expected to work together with the University on regular auditing practices to ensure complete and full contract compliance of the electronic catalog. Please describe the Vendor's capability, experience, and success in implementing and supporting the Oracle Cloud eProcurement solutions at other customers.
5. **Implementation Plan for Wyoming:** Please provide your proposed punch-out / Oracle Cloud enablement and implementation plan, including timeline, key activities, resources dedicated to making this successful, etc.
6. **Punch-Out Capabilities:** Please describe whether the vendor's punch-out solution has the ability to prioritize / promote to end users core list items, block certain items deemed necessary by UW, etc.

H. VALUE ADD / OTHER:

1. **Sustainability:** Does Vendor currently have sustainability programs and green initiatives and products in place that would be beneficial to the University? Please describe your experience and give examples of "Green" initiatives that you've successfully helped other clients implement.
2. **Vendor Diversity:** Does the vendor currently have any joint ventures, partnerships, or other contractual relationships with Small, Women-Owned or Minority Businesses? If Yes, explain the extent of these relationships.

3. **Cost Savings Ideas:** Please describe how you will partner with the University to help the University achieve year over year cost savings while not sacrificing product quality or customer service levels.
4. **Additional Value-Add Programs:** Please provide any additional value add program that the vendor can provide to the University, as well as any other vendor comments relevant to the scope of this specific RFP in this section.

**MRO Supplies RFP Financial Proposal Workbook:** The Vendor must complete the Financial Proposal Workbook which contains 4 tabs for Core List Items, General Category Discount Structures, Market Basket Items, and Financial Incentives. The Financial Proposal Workbook must be returned to the University in its original Excel format.

1. **Core Items:** The Tab 1 Core List Items contains combined high spend, high volume items. The Vendor shall indicate in the provided Excel worksheet their capability to provide exact match items, the net pricing for exact match items, as well as information and pricing for technical equivalent or lower cost substitute products, as well as indicate opportunities for further core items standardization and consolidation to achieve cost savings. Core item pricing must be held firm for the first year of the contract term, after which core item pricing can be changed annually in conjunction with core list realignment based on the University's spend profile.
2. **Category Discounts:** In addition to the core list, the University requires market competitive discounts by product categories for all purchases of items not on the core list. The Vendor shall provide information on their category discount structure as well as the proposed category discount percentages in Tab 2 General Discount Structure.
3. **Market Basket Items:** The Vendor shall also complete Tab 3 Market Basket in order to provide more information and visibility on how the proposed category discounts translate into actual pricing that end users would pay for these non-core products.

Discounts should be based on manufacturers' list price. Should the Vendor wish to propose another general category pricing model, such as retail price less discount percentage, the Vendor must submit two versions of the RFP Financial Proposal Workbook, clearly labeling the type of discount model proposed. Discounts proposed in response to this Request for Proposal and any resultant Agreement are considered minimum discounts within each category and greater discounts applied during the contract terms will still be considered under contract and part of this Request for Proposal. General Category Discounts must be held firm for the duration of the contract term.

4. **Financial Incentives:** The Vendor shall also complete Tab 4 Financial Incentives and indicate what types of incentives are available to the University of Wyoming, including volume rebates, etc.

Exhibit A

**FORM OF PROPOSAL  
THE UNIVERSITY OF WYOMING**



Procurement Services  
The University of Wyoming  
Dept. 3605, 1000 E. University  
16th and Gibbon  
Laramie, WY 82071

To Janet Wilson:

The undersigned Vendor, having read the terms and conditions, together with all addenda and being acquainted with and fully understanding the requirements, will submit our proposal as specified prior to 2:00 P.M., MDT, August 25. At that date/time the RFP will be opened and the name of the individual/entities that have submitted proposals will be read with no other information being disclosed at that time.

The Vendor acknowledges receipt of the following addenda:

\_\_\_\_\_

The Vendor has identified clearly any variations between its proposal and the RFP and has broken down the costs per function. The University prefers to purchase all functions from the same Vendor; however, the University reserves the right to award the contract either in whole, in part or with multiple awards, consistent with the best interest of the University. The Vendor understands that the University reserves the right to consider the capabilities of the organization, as well as the amounts of the various proposals. The University further reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities and to award the contract in the best interest of the University.

Sincerely,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
E-mail address