

RFP118-PSC

UNIVERSITY OF LOUISVILLE
PURCHASING DEPARTMENT – BELKNAP CAMPUS
LOUISVILLE, KY 40292

PERSONAL SERVICE CONTRACT
REQUEST FOR PROPOSAL
COVER/SIGNATURE PAGE

REQUEST DATE:

1. 9/23/11

2. NAME OF DEPARTMENT : Kent School of Social Work

CONTACT PERSON: Elana Nance on administrative questions and Rick Cloud 502-299-1385, rnclou01@louisville.edu on programming questions

3. Service: We are soliciting fixed cost proposals on from a .net Web programmer to develop a Web based programming infrastructure referred to as the Web Infrastructure of Surveys and Intervention Tools (or WISIT).

4. Due Date

10/7/11

5. Time Due

5:00pm

6. Administrative contact: Elana Nance (502) 852-0418; fax 502-852-0422

Proposals should be sent to the department by the following method:

7. MAIL OR FAX PROPOSALS TO:

Department name__Kent School of Social Work_____

Address__Attn: Elana Nance, Oppenheimer Hall, University of Louisville, Louisville, KY 40292

Fax #__502-852-0422_____

The bottom portion of this form is to be completed by the vendor.

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

STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

1. That attached Request For Proposal has been submitted without collusion with , and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request For Quotation designed to limit independent competition.
2. That the proposer is legally entitled to enter into the contract with the University of Louisville, an agency of the Commonwealth of Kentucky, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.325, to 45A.340, 34A.990 and 164.990 and 164.821 (7).

In submitting this quotation, it is expressly agreed that upon proper acceptance by the University of Louisville, of any or all items bid, a contract shall thereby be created with respect to the services accepted.

3. That I have fully informed myself regarding the accuracy of the statements made above.

SIGNED BY: _____ TELEPHONE: _____ FAX: _____

PRINT NAME: _____

FIRM: _____

ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

REQUEST FOR PROPOSAL COMPONENTS

1: SCOPE OF SERVICES

A: General Terms and Conditions

Please provide a 1) a fixed cost proposal based upon the scope of work described in the attachment 1; 2) a weekly timeline of specific deliverables broken into three distinct product phases that will trigger payment; 3) three customer or supervisory work references on comparable work used to establish competency; 4) three credit references to establish financial stability; and 5) description of warranties. Feel free to contact Rick Cloud with questions (rick.cloud@louisville.edu; 502-299-1385).

2: INFORMATIONAL BACKGROUND:

GIVE BRIEF OVERVIEW/BACKGROUND INFORMATION ABOUT YOURSELF AND PROJECT.

Abstract: In brief, the WISIT is a Web based programming infrastructure that allows plan administrators including treatment providers to create programming that proactively manages adherence to any change plan (e.g., treatment plan, self-change plan, wellness programs, organizational strategic plans, survey research plan). Once a patient is set up, the programming runs unattended and utilizing professional or nonprofessional helpers (e.g., families, friends, mutual help groups) to provide intensive services. The primary market targeted at this time is adherence with chronic disease treatment plans. Each treatment plan “application” requires entry of plan item details, the responsible person (normally the patient), scheduled date and time, and assigns multiple stakeholders with specific roles to intervene on specified barriers to adherence (e.g., reminders, assistance, provide care). An additional treatment discharge plan will be developed by the innovators to beta test the WISIT.

3: COST:

Please provide your cost for services, to be invoiced based upon a completion of deliverables. No added costs are reimbursed. Provide billing procedures, invoicing must be at a minimum of every 90 days per state invoice policy (see sample Personal Services Contract attached).

4: METHOD OF AWARD:

We will award this contract to the top proposal scored, with 100 points being the maximum score awarded.

- Total cost (55 points)
- Warranty period (5 points)
- Assessment of adequacy and reasonableness of timeline of the biweekly timeline of deliverables and total time to complete including time allowed for beta testing (10 points)
- Assessed capacity to complete programming within the timeline including competencies and organizational stability from 3 work / supervisory references, 3 credit references (30 points)

5: RECIPROCAL PREFERENCE:

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

Forms can be found at <http://louisville.edu/purchasing/forms>.

6: CONTRACT PERIOD: Targeted completion date of April 1, 2012 or earliest possible mutually agreed upon time line.

7: NON-DISCLOSURE AGREEMENT: The requirements and specifications include proprietary information that the University owns and protects intellectual property. For this reason, anyone wishing to receive the details of program description, requirements and specifications must first execute, scan and email a signed copy of the Non-Disclosure Agreement provided to rick.cloud@louisville.edu.

NONDISCLOSURE AGREEMENT
To Protect University-Owned Confidential Information

This Nondisclosure Agreement, effective as of _____ (“Effective Date”) is entered into by _____, with principal offices located at _____ (“Recipient”), and The University of Louisville Research Foundation, Inc, as the agent of the University of Louisville (“UofL”) for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of UofL, with principal offices located at 201 East Jefferson Street, Suite 215, Louisville, KY 40202 (“ULRF”), and confirms the terms and conditions under which ULRF, through Professor Cloud in the Kent School of Social Work, will provide Recipient with Confidential Information, as hereinafter defined, for the sole purpose of permitting Recipient to use such Confidential Information for the evaluation of the Confidential Information to ascertain any interest in pursuing further research and/or commercialization interactions with ULRF.

1. "Confidential Information" is defined as ULRF-owned samples, materials, data, information (oral or written), drawings, sketches, and other information of a secret, confidential, or proprietary nature concerning ULRF Technology created by Dr. Cloud, or otherwise provided by ULRF to recipient.

2. Recipient agrees that Confidential Information disclosed to Recipient hereunder shall be maintained in trust and confidence and shall not, directly or through others, be disclosed, patented, copyrighted, or published. Recipient agrees to use all reasonable diligence to prevent disclosure of such Confidential Information to any third party (except for employees or agents of Recipient with a need to know who have agreed in writing to the terms and conditions contained herein prior to obtaining access to Confidential Information) unless so authorized in writing by ULRF, and to refrain from using this Confidential Information for any purpose other than that stated herein.

3. Recipient’s obligations under this Agreement shall be limited to a period of three (3) years from the date of its receipt of Confidential Information. Recipient shall not have any obligation of confidentiality with respect to any Confidential Information that:

- (a) Was already in the receiving party's possession on a non-confidential basis prior to receipt from the disclosing party; or
- (b) Is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of the receiving party; or
- (c) Is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party; or
- (d) Is explicitly approved for release by written authorization of the disclosing party;
- (e) Is independently developed by employees or agents of the receiving party who had no knowledge of or access to the Confidential Information as evidenced by the receiving party’s business records; or
- (f) Is required by law, regulation, court order or Kentucky Attorney General opinion, which carries the force of law, to be disclosed.

Recipient shall notify ULRF prior to public disclosure when making a determination that any Confidential Information falls within subcategory (a), (b), (c), (e) or (f) of Section 3.

4. The term of exchange of Confidential Information under this Agreement shall be one (1) year from the Effective Date, unless earlier terminated by either party for any reason by providing written notice to the other party. Upon termination of this Agreement, Recipient will promptly return to ULRF all tangible Confidential Information and copies thereof in Recipient's possession. Recipient's obligations under this Agreement shall survive termination of this Agreement for the period specified in Paragraph 3 above.

5. No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

6. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

ACKNOWLEDGED AND AGREED:

THE UNIVERSITY OF LOUISVILLE
RESEARCH FOUNDATION, INC.

[]

By:

By:

Authorized Signature

Authorized Signature

Name - printed or typed

Name - printed or typed

Title

Title

Date

Date