



RESPONDING BIDDER INFORMATION

“Certificate for Competitive Bid and Contract” (see page 3) MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation # 160002**

2. **Bidder General Information:**

FEI / SSN: VEN ID: \_\_\_\_\_

Company Name:

3. **Bidder Contact Information:**

Address:

City: State: Zip Code:

Contact Name:

Contact Title:

Phone#: Fax #:

Email: Website:

4. **Oklahoma Sales Tax Permit:**

- YES – Permit #:
- NO- Exempt pursuant to Oklahoma Laws or Rule

5. **Workers’ Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers’ Compensation Act.

- YES – include a certificate of insurance with the bid.
- NO – attached is a signed statement that provides specific details supporting the exemption you are claiming from the Workers’ Compensation Act. (If you do not know whether you are entitled to an exemption you should consult your legal counsel.)

CERTIFICATION FOR COMPETITIVE BID AND CONTRACT (Non-Collusion Certification)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) ss

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's directions or control has been a party:
  - a. To any collusion amount bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
  - b. To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. In any discussion between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. I certify, if awarded the contract, whether competitive bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donated to any officer or employee of East Central University any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this \_\_\_ day of \_\_\_\_\_, 2016.

## BACKGROUND

**EAST CENTRAL UNIVERSITY (ECU)** is located in southeastern Oklahoma in Ada, Oklahoma, a city of 16,000, which is in Pontotoc County, population 37,000. It is 60 miles from Norman, Oklahoma, and 90 miles from Oklahoma City. Our students enjoy our rural setting, and yet are close enough to these urban areas to experience the learning opportunities that a vibrant metropolitan area can provide. The University's mission is —to foster a learning environment in which students, faculty, staff, and community interact to educate students for life in a rapidly changing and culturally diverse society. Within its service area East Central University provides leadership for economic and cultural enhancement. This mission provides a guide for action for our faculty and staff, our alumni, our students, and people in our region. The University is focused on the vision of being —recognized both within the state and nation as a premier, comprehensive, student-centered, regional university, offering outstanding academic programs and experiences for its students and contributing to the betterment of the region and beyond.

East Central University was established by legislative act in 1909 as one of three normal schools founded to serve the eastern half of Oklahoma. Three similar institutions had been established earlier in the western half of the new state which had been Oklahoma Territory. The six institutions were established to train teachers. For many years these institutions have served almost identical roles in the state's system of higher education as they have evolved from normal schools to state teacher's colleges to multipurpose college and finally to regional universities. All six institutions are governed by a single board.

East Central University is accredited by the Higher Learning Commission of the North Central Association of Colleges and Secondary Schools (NCA) and by the Oklahoma State Regents for Higher Education (OSRHE). In addition, 20 degree programs hold specialty accreditations.

East Central University also has unique or specialized degree programs not generally found in institutions of our size or in rural locations. These include a BS in Cartography, a BS in Environmental Health Science, a BA in Native American Studies, a BA in Human Services Counseling with a concentration in Services to the Deaf, and two adult degree completion programs, a BS in Organizational Leadership and a Bachelor of General Studies.

East Central University is in compliance with Title VI and VII of the Civil Rights Act of 1964 (as amended), Executive Order 11246 (as amended), Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973 (as amended), the Americans With Disabilities Act Amendments Act of 2008, the Civil Rights Act of 1991, as amended, and other federal and state laws and does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures.

## **TENTATIVE SCHEDULE**

<b>5/25/16</b>	<b>Issue RFP to a list of qualified firms</b>
<b>6/27/16</b>	<b>Proposals due no later than 6/27/16 @ 4:00PM CDT at the ECU Purchasing</b>
<b>6/27/16</b>	<b>Proposals (due no later than 4:00 PM CDT) will be opened at the ECU Purchasing Office.</b>
<b>6/29/16</b>	<b>Proper presentation, as necessary</b>
<b>7/1/16</b>	<b>Consideration and award</b>
<b>8/10/16</b>	<b>Completion of Work</b>

## **TERMS AND CONDITIONS**

By submitting a bid, proposal or quote or accepting a contract or purchase order, the vendor (this term includes contractors under service agreements) agrees to and is to be bound by the following Terms and Conditions, which are incorporated into and made part of any award of contract or purchase order. These Terms and Conditions will apply to all attachments and shall supersede any offer or submission of terms and conditions or attachments by the vendor, unless deviations are specifically agreed to in writing by East Central University.

### General Provisions

#### **1. DEFINITION**

As used herein, the following terms shall have the following meaning unless the context clearly indicated otherwise:

1.1 “Acquisition” means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase.

1.2 “Bid” means an offer in the form of a bid, proposal or quote a bidder or proposer submits in response to a solicitation;

1.3 “Bidder” means an individual or business entity that submits a bid or proposal in response to solicitation;

1.4 “Solicitation” means a request or invitation by East Central University for a supplier to submit a priced offer to sell acquisitions to ECU, an invitation to bid, request for proposal, or a request for quotation; and

1.5 “Supplier” or “vendor” means an individual or business entity that sells or desires to sell acquisitions or services to ECU.

## **2. BID SUBMISSION**

2.1 Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with a completed Responding Bidder Information, and any other forms required by the solicitation.

2.2 Bids shall be submitted to ECU in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND THE TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER. No responsibility will attach to an officer for premature opening of a proposal not properly addressed and identified.

2.3 The required certification statement, "Certification for Competitive Bid and Contract (Non-Collusion Certification)", must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provision.

2.4 All bids shall be original and hard copy which is legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. Facsimile (fax), email and telephone proposal will NOT be accepted.

2.5 All bids submitted shall be subject to applicable Oklahoma laws and regulations, these Terms and Condition, any Special Provision, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein- all of which are made part of this solicitation.

## **3. SOLICITATION AMENDMENTS**

3.1 If any "Amendment of Solicitation" is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. ECU must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

3.2 No oral statement or any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by ECU.

3.3 It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. ECU is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

#### **4. BID CHANGE or WITHDRAWAL**

If the bidder needs to change a bid prior to the solicitation due date, a new bid shall be submitted to ECU with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package or container.

**SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND THE TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE OR CONTAINER.**

Proposals may be withdrawn prior to the scheduled time for opening of proposals or authorized postponement thereof upon written or FAX request received from proposer prior to the time fixed for opening. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. No proposer may withdraw their proposal until the expiration of sixty (60) days after the date of the opening thereof.

#### **5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.**

By submitting a response to this solicitation:

5.1 The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

5.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

5.1.2 Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2 of this certification; and

5.1.4 Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminate for cause or default.

5.2 Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **6. BID OPENING**

Sealed bids shall be opened by the Purchasing Director or designee at room 164, Administration building, on the campus of East Central University, 1100 E 14<sup>th</sup> ST, Ada, OK , and at the time and date specified in the solicitation as Response Due Date and Time.

## **7. BIDS SUBJECT TO PUBLIC DISCLOSURE**

Pursuant to the Oklahoma Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. ECU shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract has been awarded or the solicitation canceled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of the achieving and best value for East Central University outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O. S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may, subject to the Oklahoma Open Records Act, be designated by the Purchasing Director as confidential and ECU may reject all request to disclose information designated as confidential pursuant to 62 O.S. § 34. 11.1(H)(2). Bidders claiming any portion of their bid as proprietary or confidential must specially identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. Otherwise documents and information a bidder submits as part of or in connections with a bid are public record and subject to disclosure after contract award or the solicitation is cancelled.

## **8. LATE BIDS**

Bids received by ECU after the Response Due Date and Time shall be deemed non-responsive and shall NOT be considered for any resultant award.

## **9. LEGAL CONTRACT**

9.1 Submitted bids are rendered as a legal offer and any bid, when accepted by ECU, shall constitute a binding contract.

9.2 The contract resulting from this solicitation may consist of the following documents in order of preference:



9.2.1. Purchase Order, as amended by Change Order (if applicable);

9.2.2, Solicitation, as amended (if applicable); and

9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

9.3 Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

9.4 By submitting a bid, bidder agrees that no trade usage, prior course of dealing or course of performance in general or under other contracts with ECU shall be part of the contract or shall be used in the interpretation or construction of the contract.

9.5 No part of the resulting contract may be directly or indirectly, in whole or in part, sold, transferred, assigned, conveyed, pledged, encumbered or otherwise disposed of without obtaining the prior written approval of ECU by an officer with contracting authority.

9.6 In the event that provider specifies additional terms and conditions or clauses that conflict with this solicitation or resulting contract by way of electronic agreement notice or otherwise, the additional terms or conflicting clause will not be binding on the State of Oklahoma and the provision of this solicitation and or resulting contract will prevail unless agreed to in writing by and ECU Officer with contracting authority.

## **10. PRICING**

10.1 Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

10.2 Bidders guarantee unit prices to be correct.

10.3 In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

## **11. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**

Unless otherwise specified in the solicitation, manufactures' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. References to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposal equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

## **12. CLARIFICATION OF SOLICITATION**

12.1 Clarification pertaining to the content of this solicitation shall be directed in writing to the ECU Contracting Officer specified in the solicitation.

12.2 If a bidder fails to notify ECU of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk, and if awarded the contract, the bidder shall not be entitled to additional compensation, relief or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

12.3 Bidders who believe proposal requirements or specification are unnecessarily restrictive or limit competition may submit a written request for administrative review to the ECU Contracting Officer specified in this solicitation prior to the closing date.

## **13. REJECTION OF BID**

East Central University reserves the right to reject any or all bids, quotes, or offers, wholly or in part without penalty and make awards or issue purchase orders in the best interest of ECU. ECU further reserves the right to reject any or all bids, quotes or offers, wholly or in part, without penalty, that do not comply with the requirements and specification of the solicitation, however, ECU reserves the right to waive informalities and minor irregularities in proposals received. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to East Central University. Other possible reasons for rejection of bids include but are not limited to those which are listed in Oklahoma Administrative Code 580: 16-7-32.

## **14. PRE-AWARD ORAL PRESENTATIONS/SITE VISITS**

ECU may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidder's key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend proposals.

Detailed notes of oral interview/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Once oral interviews/presentations and/or demonstrations have been completed ECU reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder.

## **15. PRE-AWARD NEGOTIATIONS**

Prior to award, ECU may elect to conduct negotiations with the highest ranked proposer for any purpose including but not limited to:

- Resolve minor differences and informalities.
- Clarify necessary details and responsibilities.
- Emphasize important issues and points.
- Receive assurances from proposers.
- Explore ways to improve the final contract.
- Determine the ability of the proposer to perform the work.

## **16. AWARD OF CONTRACT**

16.1 ECU may award the Contract for more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by ECU to be in the best interest of East Central University.

16.2 Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that the best value criteria is being used.

16.3 In order to receive an award or payment from ECU, suppliers must be registered. The vendor registration process can be completed electronically through the Office of Management and Enterprise Service website at the following link:

<http://www.ok.gov/dcs/vendors2/app/index.php>.

## **17. ADVERTISING**

Successful bidders shall not advertise or publish information regarding a contract award or purchase order without prior written consent by ECU, which shall not be unreasonably, be withheld.

## **18. CONTRACT MODIFICATION**

18.1 The Contract is issued under the authority for the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.

18.2 Any change to the Contract, including but not limiting to the addition of work or materials, the revision of payment terms, or the substitution of work materials, directed by a person who is not specifically authorized by ECU in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such charges, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those charges. No oral statement of any person shall modify or otherwise affect the terms, condition, or specifications stated in the resultant Contract.

## **19. DELIVERY, INSPECTION AND ACCEPTANCE**

19.1 Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by East Central University at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. East Central University assumes no responsibility for goods, until accepted by East Central University at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until acceptance by ECU. The supplier(s) awarded the Contract shall be responsible for filing, processing and collecting any and all damage claims accruing prior to acceptance.

19.2 Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by ECU.

## **20. INVOICING AND PAYMENT**

20.1 Funds must be encumbered prior to acquisition being made. No products shall be acquired nor shall any services be rendered unless a valid purchase order has been issued on part of the ECU Purchasing Department and the ECU Purchasing Agent. Vendors supplying products or

providing services to ECU without a legal purchase order issued by the ECU Purchasing Department will not be paid by the University. Pursuant to 74 O.S. §85.44B, invoices will be paid in arrears after products have been delivered or services provided.

20.2 Interest on late payments made by East Central University is governed by 62 O.S. §34.71 and 62 O.S. § 34.72.

20.3 ECU shall be entitled to offset against any sums due the vendor, any expenses or cost incurred by ECU, or damages assessed by ECU concerning the vendor's non-conforming cost, and damages as determined by ECU.

## **21. TAX EXEMPTION**

Purchases by East Central University are exempt from Oklahoma sales or user taxes and Federal excise tax. Bidders shall not include these taxes in price quotes.

## **22. AUDIT AND RECORDS CLAUSE**

22.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with East Central University, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

22.2 The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is stated before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

## **23. NON-APPROPRIATION CLAUSE**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, ECU may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for the multiple year agreements. ECU decision as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

## **24. CHOICE OF LAW**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

## **25. CHOICE OF VENUE**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Pontotoc County, Oklahoma.

## **26. TERMINATION CAUSE**

26.1 Each party has the right to terminate the Contract if the Other Party breaches or is in default of any material obligation which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notices of such default (or such additional cure period as the non-defaulting party may authorize).

26.2 East Central University may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of ECU and detrimental to its cause, when conditions preclude the 30-day notice, or when ECU determines that an administrative error occurred prior to the Contract performance.

26.3 If all or any part of the Contract is terminated, East Central University shall be liable only for payment for products and/or services delivered and accepted. The University may take possession of any and all materials and finish the contract by whatever methods the University may deem expedient. In such case, the vendor shall not be entitled to any further payment until the contract is finished. The vendor shall be liable for any excess cost incurred by the University to perform the balance of the contract.

## **27. TERMINATION FOR CONVENIENCE**

27.1 East Central University may terminate the Contract, in whole or in part, for convenience if ECU determines that termination is in East Central University's best interest. ECU shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by ECU.

27.2 If the Contract is terminated, East Central University shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

## **28. INSURANCE**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide ECU with evidence of such insurance and renewals.

## **29. EMPLOYMENT RELATIONSHIP**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or of ECU for any purpose. The supplier's employees shall not be considered employees of the State of Oklahoma nor of ECU for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

## **30. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007**

By submitting a bid for services, the bidder certifies that they and any proposed subcontractors, are in compliance with 25 O.S.§1313 and participate in the State Verification System. The Status Verification System is defined in 25 O.S. §1313 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

## **31. COMPLIANCE WITH APPLICABLE LAW**

The products and services supplied under the Contract shall comply with all applicable Federal, State and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

## **32. NON-DISCRIMINATION**

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and protection of Civil Rights as required by law, including, but not limited to, sexual harassment, age, gender, race, ethnicity, disability and religion and other forms of discrimination as they exist or may exist by statute in the future.

## **33. DRUG FREE WORKPLACE/DRUG FREE SCHOOLS**

Vendors agree that in the performance of the purchase order or contract, neither the vendor nor the employee of the vendor or subcontractors of any vendor, shall engage in the unlawful manufacture, distribution, dispersing, possession or use of a controlled substance in conducting any activity covered by the Purchase Order/Contract, ECU reserves the right to request a copy of

the vendor's drug free work policy. The vendor further agrees to insert a provision similar to this statement in all subcontracts for service required.

### **34. SEXUAL HARASSMENT**

The policies of the University, along with sections of Federal and State Laws, prohibit sexual, physical and verbal assault and harassment of any University employees, students, faculty or guest. Sexual harassment includes any unwelcome sexual assault, touching, advance, request for sexual favor or other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of ECU. Vendors are required to exercise control over their employees, agents and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractors, agents, employees, or subcontractors may be immediately removed from the project site and from the University premises.

### **35. INDEMNIFICATION/HOLD HARMLESS**

Successful vendors shall indemnify, defend and hold harmless the State of Oklahoma, the Regional University System of Oklahoma and East Central University, their officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of: any act, omission, professional error, fault, mistake or negligence of vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the purchase order or contract with ECU or arising out of workers compensation claims, unemployment compensation claims of employees of the vendor and/or its subcontractor of claim under similar such laws and obligations. Vendors represent and warrant that in performing its obligations under any contract or agreement that it is not and will not infringe upon any property right, patent right, copyright, or other legal right of the person or entity; and, if any suit is brought or claim made by anyone alleging Vendor (or anyone acting at the direction of or in conjunction with Vendor) is infringing upon or violation any property right, patent right, copyright, or other legal right by performing the services or providing goods as contemplated by the contract or agreement, the Vendor will indemnify, defend, and hold harmless ECU against and from any and all loss, claim, damage, cost, attorney's fees, or other loss of any kind whatsoever.



### **36. DATA OWNERSHIP**

In regards, the purchase of any computer-based system or other computer software or in the case of ECU data provided to vendor, all data and information entered or provided by ECU remains the property of ECU. Vendor may not bar the access to the data and/or its removal at the end of the contract term.

### **37. INFORMATION TECHNOLOGY ACQUISITIONS**

Any information technology purchase or service must be in compliance with the accessibility to information technology standard of Section 508 of the Workforce Act of 1998.

### **38. CONTRAVENTION OF OKLAHOMA LAW**

ECU, as a component of the Regional University System of Oklahoma, is an agency of the State of Oklahoma. Accordingly, ECU does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Oklahoma, nor agree to lesser or greater standards of care; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. ECU, as an entity of the State of Oklahoma, does not have the authority to enter into agreements which are contrary to any Federal laws, the Oklahoma Constitution, or Oklahoma Statutes, all as interpreted by the courts and the Oklahoma Attorney General. Nothing contained within this solicitation or the ensuing agreement shall be interpreted in such a way that ECU acted contrary to or outside of its authority to act as an entity of the State of Oklahoma. Nothing in the ensuing agreement shall require ECU to observe or comply with any provision therein or any incorporation by reference, perform any act or do anything contravening any applicable law of the State of Oklahoma.

### **39. SPECIAL PROVISION**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

### **40. SPECIFICATIONS:**

#### **DESIGN/BUILD, BUT MUST INCLUDE THE FOLLOWING AND DRAWINGS**

**817 E 12<sup>th</sup> Street**

**Base: supply 6” screenings compacted to 94% compaction**

**#3 rebar on 18” centers**

**6" of 3500 PSI concrete at entrance and exit**

**5" of 3500 PSI concrete in parking area**

**5' sidewalk on North side @ 12<sup>th</sup> St**

**Curb on west side and at exit with 10' min – 12' maximum at outlet**

**Two curbs at sidewalk**

**Entrance at the north end of the lot.**

**Exit on North end of lot with a 2% slope at sidewalk area to the street.**

**Include yellow parking bumpers, yellow striping and arrows.**

**Installation of required A.D. A. accessible parking space with signage.**

**Must met City codes and get City permits.**

**Slanted parking (9' spacing)**

**Backfill as needed w/select fill to have positive draining.**

**Remove tree at southeast side and remove trees/fence on west property line.**

### **1001 E 14<sup>th</sup> Street**

**Base: supply 6" screenings compacted to 94% compaction**

**#3 rebar on 18" centers**

**6" of 3500 PSI concrete at entrance and exit**

**5" of 3500 PSI concrete in parking area**

**5' sidewalk on North and west sides on 14<sup>th</sup> Street**

**Curb on west side and at exit with 10' min – 12' maximum at outlet**

**Two curbs on west side at sidewalk**

**Entrance and exit on north end of the lot.**

**Exit on North end of lot with a 2% slope at sidewalk area to the street.**

**Include yellow parking bumpers, yellow striping and arrows.**

**Installation of two A.D. A. accessible parking spaces on Northwest end of lot with signage.**

**Must met City codes and get City permits.**

**Slanted parking (9' spacing)**

**Backfill as needed w/select fill to have positive draining.**

**Both parking lots to matchup with existing asphalt parking lot and/or alley**

## **EVALUATION**

### **41. Proposal Evaluation**

Proposals will be evaluated by a committee designated by the ECU Vice President for Administration and Finance Office to consist of representation from across the campus. Evaluation criteria for this RFP will be as follows:

#### **Evaluation Criteria**

- Review of Quality of Work – Provide quality of products or services requested in your proposal. ECU reserves the right to review product brochures submitted in your proposal.
- Pricing – Cost of products sold to the campus community.
- Ability to meet delivery requirements as required.
- Vendor Reputation – References perception of vendor performance, past and present.
- Customer Service – What differentiates your products or services from your competition?
- Warranty – what guarantee of service does the vendor offer East Central University on a continuous basis.
- Product Delivery – The ability of the vendor to integrate product delivery
- Ability to negotiate.
- Ability to fulfill the specification requirements based on experience and knowledge.

ECU reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

### **42. INSTRUCTION TO SUPPLIER**

Workmanship must be free of defects in material and workmanship for not less than one year after the date of completion. Defects occurring in labor or material within one-year warranty shall be rectified by repair by the entity at no additional cost within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item with a 72-hour period without charge, including parts and labor.

**All bidders must be in compliance with Davis-Bacon wage and benefits requirements and maintain documentation of their compliance.** All prospective bidders must consider the Davis-Bacon wage/benefits requirements as determined by the US Department of Labor. In addition the successful bidder, at the time of signing the contract, will indemnify ECU of any responsibility regarding Davis-Bacon regulations/compliance.

**Provide at least three references within the last five years of similar projects.** Contractor must have no less than five (5) years' experience with projects of similar size and scope.

### 43. CHECKLIST

Please use the following list to make sure that your bid has been completed properly. This list is provided to aid bidders in completing their bids.

- \_\_\_\_\_ 1. Complete the cover page and the RESPONDING BIDDER INFORMATION
- \_\_\_\_\_ 2. **Sign and notarize** the CERTIFICATION FOR BID AND CONTRACT.
- \_\_\_\_\_ 3. Is your address correct? If your address is not the same as we have indicated, please complete a Vendor Application so that we may update our files. (Listed on the Purchasing Website)
- \_\_\_\_\_ 4. On the outside of the envelope, in which you mail our bid, put the following information: (you may glue this to the envelope as a mailing label.)

\*\*\*\*\* SEALED BID \*\*\*\*\*

\* TO: EAST CENTRAL UNIVERSITY \*

\* PURCHASING OFFICE \*

\* 164 ADMINISTRATION BLDG. \*

\* ADA, OK 74820-6899 \*

\* BID # 160002 Parking Lot Design/Build \*

\* NO BIDS \*

\* RECEIVED AFTER: 6/27/2016 4:00 PM\*

\*\*\*\*\* SEALED BID \*\*\*\*\*

#### **44. OTHER**

The Regional University System of Oklahoma has instituted a secure technology tool for the serious reporting of questionable issues involving ethical and lawful conduct at all regional universities.

You may access EthicsPoint from the East Central University website through the Administration tab, Resources, and Ethics Reporting or directly at [www.ruso.ethicspoint.com](http://www.ruso.ethicspoint.com).