

THE UNIVERSITY OF OKLAHOMA
PURCHASING DEPARTMENT
2750 VENTURE DRIVE
NORMAN, OK 73069



REQUEST FOR PROPOSAL
RFP# R-23110-23
OU PRESS DISTRIBUTION CENTER #2
ROOM-100 RENOVATION

Issue Date: September 22, 2022

Close Date/Time: October 13, 2022 @ 2:00 P.M. CST

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For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

1.0 SCOPE OF WORK

1.1 Summary

The Board of Regents of The University of Oklahoma (University) invites interested Suppliers to submit Proposals to furnish the University with the OU Press Distribution Center #2 Room-100 Renovation per Drawings and Project Manual attached and is to be incorporated into this RFP.

Due to the University’s compliance with the State of Oklahoma’s Safer-at-Home Order, Suppliers shall submit their responses and include all pages of the original, including Addendums, via email to QUBIDS@ouhsc.edu. Please reference the Request for Proposal number, closing date and time in the subject line of the email and include the Suppliers name and address in the body of the email. Do not send responses directly to the Contract Specialist named on the RFP. Submissions need to be signed electronically or signed and scanned as a PDF file on all signature pages. Notary requirements have been waived at this time.

1.2 Coverage and Participation

Campus locations or University Components are listed in the table below. It is possible that coverage is intended for all or some of these locations or components. The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

University Component
Main University – Norman
Center for Graduate Studies – Tulsa
OU Health Sciences Center (OUHSC) – Oklahoma City
OU – Tulsa Campus
OUHSC Nursing Program – Lawton
OUHSC Family Medicine Clinic – Enid
OUHSC College of Medicine – Tulsa

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2.0 GENERAL INFORMATION AND INSTRUCTIONS

2.1 Attention to Terms and Conditions

Suppliers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP.

2.2 RFP Evaluation Criteria

The evaluation of each Response to this RFP will be based on its overall competence, compliance, format, and organization. Pricing will be a criterion, but not necessarily the one receiving the most weight.

2.3 Schedule of Events

The following schedule will apply to this RFP but may change in accordance with the University's needs.

09/22/22 Issue RFP

09/29/22 10:00 A.M. CST. Pre-Proposal Conference (Mandatory)

09/29/22 10:00 A.M. CST. Suppliers Visit University Site, (Mandatory)

10/06/22 2:00 P.M. CST. Last date and time OU will accept questions relative to this RFP

10/07/22 Projected last date OU will issue an addendum

10/13/22 RFP Closes at 2:00 P.M. CST.

2.4 Supplier Visits to University Site (Mandatory)

Interested suppliers are required to visit the site prior to submitting proposals and acquaint themselves with the conditions under which the work must be performed. Site visits are mandatory and will be held in conjunction as the Pre-Proposal Conference. Visit should be arranged with the contact listed below.

Name	Phone Number
Brad Larson	405-760-7479

2.5 Pre-Proposal Conference

A pre-proposal conference will be held as stated below.

Date/Time	Location
September 29, 2022 10:00 A.M. CST.	OU Press Distribution Center 2800 Venture Drive Norman OK 73069

The purpose of the conference is to provide an opportunity for Suppliers to ask questions regarding terms, conditions, or specifications of the RFP. Supplier attendance is mandatory. Notification of attendance or nonattendance must be made to the contact listed below.

Name	Phone Number
Brad Larson	405-760-7479

2.6 Accommodations for People with Disabilities

If the Supplier or any of the Supplier's employees participating in this RFP need or have questions about the University's accommodations for people with disabilities, please make arrangements with the contact listed below.

Name	Phone Number
Brad Larson	405-760-7479

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2.7 Performance Bond, Insurance or Similar Requirement

Suppliers should read the Terms and Conditions closely to determine whether a performance bond or similar requirement is indicated by this RFP. If so, such bond shall be issued to the Board of Regents of the University of Oklahoma and that complete and competent evidence of such coverage must be provided to the University in the Supplier's Proposal package.

2.8 Electronic and Information Technology Accessibility in Accordance with Section 508 of the Rehabilitation Act of 1998, as Amended. (Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22)

All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

If this document does not meet your accessibility requirements, please contact the Contract Specialist at (405) 760-7479 and appropriate accommodations will be made.

2.9 Debarment from Federal Healthcare Programs:

Supplier represents and warrants to University that Supplier, its officers, directors, agents, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs; and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Supplier being excluded from participation in the Federal Healthcare Programs or any state healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and Supplier shall immediately notify University of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the University the right to terminate this Agreement immediately for cause in addition to any other remedies available to it herein or by law.

2.10 Family Educational Right and Privacy Act (FERPA)

Protection of Confidential Data:

To the extent applicable to this Request for Proposal and any subsequent Agreement, Supplier agrees to abide by the limitations on re-disclosure of personally identifiable information from the University's education records as set forth in The Family Educational Rights and Privacy Act (FERPA) (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the University, the educational institution, may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered Data and Information (CDI):

Includes paper and electronic student education record information supplied by University, as well as any data provided by University's students to the Supplier.

Acknowledgment of Access to CDI:

Supplier acknowledges that the Agreement allows the Supplier access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI:

Supplier agrees to hold CDI in strict confidence. Supplier shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Supplier agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Return or Destruction of CDI:

Upon termination, cancellation, expiration or other conclusion of the Agreement, Supplier shall return all CDI to University or, if return is not feasible, destroy any and all CDI. If the Supplier destroys the information, the Supplier shall provide University with a certificate confirming the date of destruction of the data.

Remedies:

If University reasonably determines in good faith that Supplier has materially breached any of its obligations under this contract, University, in its sole discretion, shall have the right to require Supplier to submit to a plan of monitoring and reporting; provide Supplier with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Supplier describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Supplier improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Supplier access to its education records for at least five years.

Maintenance of the Security of Electronic Information:

Supplier shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Supplier.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:

Supplier shall, within one day of discovery, report to University any use or disclosure of CDI not authorized by this agreement or in writing by University. Supplier's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Supplier has taken or shall take to prevent future similar unauthorized use or disclosure. Supplier shall provide such other information, including a written report, as reasonably requested by University.

Indemnity:

Supplier shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Supplier's failure to meet any of its obligations under this agreement.

2.11 Executive Order

As applicable, the provisions of Executive Order 11246, as amended and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

3.0 DEFINITIONS

Business Associate – Same as Supplier

CST – Central Standard Time

Customer - Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the Supplier, other than the University.

Proposal - The entirety of the Supplier's Responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.

Proprietary Information - Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion.

Provider - Same as Supplier

Respondent - Same as Supplier

Response - Same as Proposal

Request for Proposal (RFP) - A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate a mutually agreeable relationship. Price is considered, but is not the only factor of evaluation.

Successful Supplier - Any Supplier selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.

Supplier - For purposes of this RFP, "Supplier" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified in the section titled "Detailed Specifications."

Supplier's Proposal - Same as Proposal.

Supplier's Response - Same as Proposal.

University - For purposes of this RFP, the scope of the term "University" is described in the paragraph titled "Scope" within the section titled "Terms and Conditions."

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4.0 TERMS AND CONDITIONS

4.1 Terms and Conditions for the Resulting Contract

4.1.1 Contractual Force and Effect

The following terms and conditions establish the University's rights and expectations with respect to the goods and/or services sought hereunder. Unless otherwise specifically proposed by the Supplier, each term or condition herein shall, upon award by the University, have the force and effect of a contractual understanding between the University and each Successful Supplier. The University may pursue any remedy legally available to it in the event the Supplier breaches or violates any such term or condition.

4.1.2 Contract Term (Not applicable)

The University reserves the right to set, and so sets, the intended contract term at a period not to exceed five (5) years, beginning July 1, 2022 and ending June 30, 2023, with an option to renew each July 1 for the term selected. While it is the intent of the University to maintain the contract for the term selected, as an agency of the State of Oklahoma, the University is prohibited from committing or otherwise obligating funds beyond the end of the then-existing fiscal year (June 30). Accordingly, the University shall have the option to renew any contract awarded under this RFP for up to four (4) additional one-year periods beyond the first year, one year at a time, in sequence. The University also reserves the right terminate any contract at any time upon 30 days notice. Further, the University reserves the right to negotiate with the Supplier any additional contracts that would start prior to the intended expiration date, and/or has the option to extend the intended expiration date.

4.1.3 Performance Bond, Insurance or Similar Requirement

At its discretion or as mandated by law, ordinance, or regulation, the University may require the Supplier to post a performance bond in an amount set by law or at the University's discretion, (Not applicable). The University, at its discretion, may consider and accept, without any obligation to do so, alternate amounts and/or instruments proposed by Suppliers (for example, an interest-bearing escrow account).

4.1.4 Date for Reckoning Prompt-payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

4.1.5 Contract Status

The University may hold each Supplier's Response to this RFP as a legal offer to contract. If the University formally accepts such offer, a contractual relationship shall be deemed to exist and the University will so communicate to each Successful Supplier by issuing a notice of award.

4.1.6 Terms and Conditions of Resulting Contract are Incorporated by Reference

The specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference without Supplier exception into any resulting contract between the University and any Successful Supplier.

4.1.7 Contract Format

The award notice will be a contract in the form of a document package comprising:

- All specifications, terms, conditions, and other particulars addressed by this RFP, whether in its original form or as amended by addenda;

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- Each Successful Supplier's Responses, affidavits, certifications, and other information provided hereunder;
- The results of any final negotiations on those matters eligible for negotiation; and
- Any additional agreements and/or stipulations.

4.1.8 Conflicting Provisions

Under no circumstance shall any provision be effective if it is later found to be in conflict with state statute or other superior directive. In the event of a conflict between or among any provision contained in the resulting contract, such conflict shall be resolved in the following order, most effect to least effect.

1. Original RFP
2. Negotiations on those matters eligible for negotiation
3. Additional agreements and/or stipulations
4. Supplier's Proposal

4.1.9 Discrepancies between Numbers and Words

In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

4.1.10 Settlement of Contract Disputes

In the event of dispute, doubt, or difference of opinion as to any matter related to any contract resulting from this RFP, the University reserves the right to select a ranking University executive officer to render a decision. Such decision shall be final and binding on all parties to the contract.

4.1.11 Termination for Default / Show Cause Letter / Certain Remedies

The University may terminate a contract resulting from this RFP, for reason of the Supplier's default, if conditions including but not limited to those described in the following list come into being.

- The Supplier is adjudged bankrupt, makes a general assignment for the benefit of the Supplier's creditors, or a receiver is appointed on account of the Supplier's insolvency.
- The Supplier persistently or repeatedly refuses or fails to perform any of the provisions of the contract; or so fails to make progress pursuant to the contract's terms; or so fails to meet any delivery dates that may be specified in the section titled "Detailed Specifications," except when extensions may be granted to carry on as required by the contract.
- The Supplier persistently or repeatedly refuses or fails to make prompt payment to subcontractors.
- The Supplier persistently or repeatedly disregards laws, ordinances, or the instructions of any duly authorized representative of the University
- The Supplier otherwise commits a substantial violation of any provision of the contract.

The University may, in its sole discretion and without prejudice to any other right or remedy either terminate the contract or deliver to the Supplier a letter citing the instances of noncompliance and directing the Supplier to show cause why the contract should not be terminated (Show Cause Letter). The Supplier shall have ten (10) days to reply to the Show Cause letter and indicate why the contract should not be terminated. The Supplier shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter. If the noncompliance is not cured within thirty (30) days, the University may negotiate a schedule to terminate the contract. In the event all or any part of the contract is terminated,

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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 Supplier shall not be entitled to any further payment until the contract is finished. The Supplier shall be liable for any excess costs incurred by the University to perform the balance of the contract. The rights and/or remedies of the University under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the contract. The University reserves the right to refuse to consider Proposals received from the Supplier in Response to RFPs that the University may issue in the future.

4.1.12 Contract Modification

No change or modification to a contract resulting from this RFP shall take effect until all parties have agreed in writing to such change or modification.

4.1.13 Contract Assignment or Sublet

No Successful Supplier shall assign, transfer, or sublet, either in whole or in part, any contract resulting from this RFP, without prior written University approval.

4.1.14 Referencing of Orders

For each order issued against a contract resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected; and no liability of any kind or amount shall accrue to the University.

4.1.15 No Waiver of Rights by the University

No delay or failure on the University's part to enforce any provision of this agreement shall constitute or be construed by any party as a waiver or limitation of the University's rights under any resulting contract.

4.1.16 Choice of Law and Venue

The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

4.1.17 Hold Harmless

Any Successful Supplier who becomes a party to any contract resulting from this RFP shall observe and execute indemnity and hold-harmless obligations in Response to the conditions included in, but not limited to those described in the following list. The beneficiaries of such hold-harmless obligations shall be the State of Oklahoma and the Board of Regents of the University of Oklahoma, including its agents, employees, and officers. The hold-harmless obligations apply to all claims, demands, losses, judgments and actions that may arise from the conditions included in, but not limited to those described in the following list, and all expenses associated therewith. The hold-harmless obligations extend to such Supplier's subcontractors and agents and shall be documented in any agreement between or among such parties.

- Any injury or damage sustained by any person or property as a result of any act or omission by such Supplier.
- Any infringement by such Supplier of patents, trademarks, service marks, copyrights, or other forms of intellectual property.
- Any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by such Supplier.

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4.1.18 Actions of Supplier

The University is under no obligation whatsoever to be bound by the actions of any Successful Supplier with respect to third parties. The Supplier is not a division, partner, or agent of the University.

4.1.19 Liens

Each Successful Supplier shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Supplier.

4.1.20 Laws and Regulations

Suppliers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. By submitting a bid response or proposal for **services**, the Supplier or Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. Supplier further agrees to affirm and certify in writing to the University in the event a contract between the University and the Supplier results from this RFP that **sexual or violent offenders are prohibited** and no Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry, 22 O.S. § 991a or the Mary Rippy Violent Crimes Offender Act, 57 O.S. § 591-599.

4.1.21 Prior Course of Dealings

No trade usage, prior course of dealing, or course of performance under other contracts shall be a part of any contract resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting contract.

4.1.22 Availability to Other Colleges and Universities, , State Education Agencies, and/or Affiliates

In the event a contract between the University and the Supplier results from this RFP, the Supplier shall offer the same prices, terms, conditions, and all other particulars herein to all other institutions within the Oklahoma State Regents for Higher Education system, State Education Agencies, and/or affiliates. Provided however that the Supplier may apply fair and reasonable delivery cost adjustments to those institutions whose locations may be materially remote or proximate when compared to the delivery distances contemplated under this RFP.

4.1.23 Federal, State, and Local Taxes, Licenses and Permits

Suppliers are solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. Suppliers shall, at no expense to the University, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes.

4.1.24 Payment in Advance of Receipt of Products or Services Prohibited

As a state agency, the University is prohibited by statute from paying for products or services in advance. Payment provisions shall be in arrears within 45 days of receipt of Supplier's valid invoice, with any late payment and interest calculated as provided by Oklahoma law.

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4.1.25 Equal Employment Opportunity Requirements

In entering into a contract resulting from this RFP, the Supplier agrees to comply with Equal Employment Opportunity Affirmative Action requirements as stipulated in Executive Order 11246 as amended by Executive Order 11375 and all subsequent amendments and supplements thereto and superseding orders. The Supplier's failure to comply may result in Supplier disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.1.26 Service related report as a result of this Request for Proposal

If Request for Proposal includes a requirement to provide a written proposal, report or study, per 74 Okl. Stat. 85.41 (F)(1), Supplier will certify the following in any resulting contract or award:

Supplier certifies it has not previously provided the University or any other Oklahoma state agency with a product that is a substantial duplication of the written proposal, report or study required in this Agreement.

4.1.27 Insurance Requirements

Successful Suppliers shall, prior to beginning any work under any contract that may result under this RFP, as applicable, or as required by State or Federal law, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit and do not or reduce any Supplier's liability.

Coverage Type	Minimum Amount
Workers Compensation	Statutory
Commercial General Liability each occurrence/general aggregate	\$2,000,000/\$2,000,000
Automobile Liability (if applicable to the services being provided). Any auto, owned/non-owned/hired auto/each occurrence/aggregate	\$1,000,000
Professional Liability (if applicable to the services being provided). Each occurrence/aggregate	\$1,000,000

Successful Suppliers shall carry on their work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. Successful Suppliers shall also protect themselves using liability insurance coverage against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor, subcontractor, or anyone directly employed by either of them.

Prior to commencement of work under any contract that may result from this RFP; Successful Suppliers shall purchase and maintain property insurance coverage for the full insurable value of the property at the site of such work. If the policy evidencing such insurance coverage stipulates a deductible amount, Successful Suppliers shall pay the difference attributable to such deductible in any payments made by the insurance carrier on claims paid by such carrier. The University will not purchase insurance relative to this RFP unless otherwise stated herein.

Successful Suppliers shall file certificates of such insurance with the University, and such related coverage shall be subject to the University's approval.

4.1.28 Environmental Safety Requirements

All suppliers providing products and/or services to the University shall comply with the provisions set forth in the following subparagraphs.

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The University of Oklahoma

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Close Date/Time – 10/13/22 – 2:00 PM CST

Suppliers shall comply with all applicable Federal, State, and Local environmental, occupational, and safety statutes, regulations, and guidelines. Suppliers will also obtain all permits required by these statutes and regulations. For example, the contractor shall file a notice of intent for storm water discharges with the Oklahoma Department of Environmental Quality if the project meets the permitting requirements.

Suppliers shall be responsible for maintaining a training and education program for their employees which meets the requirements of the Federal Hazard Communication Standard (29 CFR 1910.1200) and the Oklahoma Hazard Communication Standard (Title 40 Section 401-424), along with other applicable standards such as the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030) or OSHA Respiratory Protection Standard (29 CFR 1910.134). Successful suppliers shall submit proof of such training and education program prior to award.

Suppliers shall not dispose of hazardous materials on University property or down sanitary or sewer drains, and shall not dispose of any materials, including water or wastewater, down storm drains.

All hazardous wastes generated by suppliers are the responsibility and property of such suppliers. Suppliers shall dispose of them in an environmentally responsible manner and in compliance with all applicable laws and regulations.

Where biological or hazardous materials are used or transported by the vendor, the vendor is responsible for; properly packaging and transporting the materials, providing appropriate training including spill response training for his/her employees, performing appropriate spill response activities when needed and notifying the appropriate regulatory agencies when required.

Suppliers who encounter suspected asbestos-containing material (ACM) during the course of their work and who may disturb, contact, or damage the suspected ACM, must immediately stop work and contact the OU-Tulsa Environmental Health and Safety Office (EHSO), the OUHSC EHSO or OU ACM Remediation Services. That office will determine whether the material contains asbestos.

Suppliers who use hazardous materials are responsible for notifying the appropriate EHSO in advance of the work, while also providing Safety Data Sheets (SDS) (formerly known as Material Safety Data Sheets or MSDSs) to the appropriate EHSO for those materials. Where University employees may be exposed to such materials, the contractor shall notify the appropriate EHSO and the affected University departments in advance of such exposures, and shall make every effort to minimize such exposures. Suppliers/contractors shall minimize University employee exposures to dust, mold, paint odors, and other construction-related airborne hazards through the use of barriers and engineering controls.

Suppliers who work on the OU campus must inquire as to the location of hazardous chemicals at OU that may be encountered during the course of their work and as to any safety precautions that should be taken while at the facility. Contractor's employees shall not disturb or handle any hazardous chemicals belonging to OU encountered in the course of their duties and shall report immediately the existence of any hazardous chemicals belonging to OU in their work area that may be disturbed or handled so that the appropriate EHSO may determine how best to proceed.

Any operation that has the potential to cause University employees to be exposed to noise levels in excess of OSHA allowable noise levels or hazardous substances in excess of

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OSHA allowable exposure limits shall be done after normal business hours and shall be scheduled 24 hours in advance with the appropriate EHSO.

Contractors performing hot work on OU property are responsible for having a company safety program that includes a hot work permit program. Contractors are responsible for performing hot work on OU property in a way that does not create hazardous conditions. Contractors performing hot work on OU-Tulsa or OUHSC campuses should provide a hot work permit to the EHSO prior to initiating hot work. Contractors performing hot work on the Norman campus should contact the OU Fire Marshall.

Successful suppliers shall ensure that any subcontractors comply with these requirements.

4.1.29 Recycled Materials

Oklahoma is an energy Conservation State and any comments are welcomed in your Proposal that would indicate energy savings.

4.1.30 Export Controlled Products

If Supplier's Proposal will include a product that is export controlled, a Response to the following questions should be included in the Proposal:

Is your product export controlled? _____

If yes, please state under what specific regulation. _____

Do you agree to mark it export controlled? _____

4.1.31 Information Technology Access

All solicitations and contracts for information technology shall include the following clause pursuant to Title 74, Section 85.7d and OAC 580:15-6-21:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at:

www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

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The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") **after** the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

4.1.32 Audit, Inspection

If awarded a contract as a result of this RFP and if requested by the University, Contractor shall permit any representative of the State, University, or other authorized agency with jurisdiction over the University to conduct a site visit and inspect and audit the books and records of Contractor related to the Services, items, or accommodations to be provided as a result of this Solicitation.

4.2 Terms and Conditions for this RFP

4.2.1 Contractual Intent / Right to Terminate and Recommence RFP Process

The University intends to contract with one or more Suppliers whose Proposals are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

4.2.2 Proposal Acceptance/Rejection

The University reserves the right to reject any or all Proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any Proposal that the University deems not to be in its best interests. The University shall reject Proposals submitted after the closing date and time.

4.2.3 Supplier's Understanding of the RFP

In responding to this RFP, the Supplier accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any Supplier who demonstrates less than such understanding. Further the University reserves the right to determine, at its sole discretion, whether the Supplier has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.

4.2.4 University Provides Information in Good Faith without Liability

All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no warranty or certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be or asserted therefrom.

4.2.5 Proposal Costs

The University is not liable in any manner or to any extent for any cost or expense incurred by any Supplier in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies

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whether such costs are incurred directly by the Supplier or indirectly through the Supplier's agents, employees, assigns, or others, whether related or not to the Supplier.

4.2.6 Determination of and Information Concerning Supplier's Qualifications

The University reserves the right to determine whether a Supplier has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from Suppliers information it deems necessary to evaluate such Suppliers' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any Supplier's Proposal for which such information has been requested but which the Supplier has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the Supplier

4.2.7 Pre-Proposal Conference

The University may hold a pre-Proposal conference related to this RFP. The University will determine whether attendance by responding Suppliers shall be mandatory or optional. Further, the University may disqualify any responding Supplier who does not attend such pre-Proposal conference for which the University has determined Supplier attendance to be mandatory. With respect to this RFP, the University's determinations in this connection are documented in in section 2.5 titled "Pre-Proposal Conference."

4.2.8 Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any Supplier or Suppliers to arrive at its final decision and/or to request additional information or clarification on any matter included in the Proposal, it also reserves the right to select the most responsive Supplier or Suppliers without further discussion, negotiation, or prior notice. The University presumes that any Proposal is a best-and-final offer.

4.2.9 Revisions to the RFP

The University may revise any part of this RFP for any reason by issuing addenda. The University will communicate addenda to all Suppliers on record as having received this RFP, and such Suppliers are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to Suppliers who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any contract resulting therefrom. The University shall reject Suppliers' Responses to addenda if such Responses are received after the RFP closing date and time.

4.2.10 Supplier Visits to University Site (Mandatory)

The University may require Suppliers to visit and inspect any site that the University determines relevant to this RFP. The University may determine whether the visit(s) by responding Suppliers shall be mandatory or optional. Further, the University may disqualify

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any responding Supplier who does not visit if the University has determined a visit is mandatory. With respect to this RFP, the University's determinations in this connection are documented in section 2.4 titled "Supplier Visits to University Site"

4.2.11 Proposal Organization

Suppliers shall present Proposals in a format that can be readily incorporated into a contract as prescribed in section 4.1.7 titled "Contract Format." Suppliers may present narrative Proposals provided that such Proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in the section titled "Detailed Specifications." Suppliers shall ensure that their Proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party. Suppliers shall ensure that, at a minimum, their Proposals contain the components set forth in the following list.

- Original required sections from this RFP
- Any additional Responses in corresponding sequence order
- Any additional supporting data

4.2.12 Pricing and/or Revenue Proposal

Suppliers shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Suppliers shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, Suppliers shall provide clear and unambiguous explanations of how the departure relates in detail to the applicable sections within this RFP. If the Supplier responds with an "All or None" Proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the Supplier's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not otherwise specified by the Supplier. The University may accept or reject in part or entirely the Supplier's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue Proposals after the RFP closing date and time. Unless otherwise specifically proposed by the Supplier, the University reserves the right to hold such pricing and/or revenue Proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the Supplier's Proposal. The University may reject any Proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

4.2.13 No Obligation to Select Lowest Pricing

The University is under no obligation whatsoever to select as most responsive the Proposal that demonstrates the lowest pricing.

4.2.14 Errors and Omissions in This RFP / Enhancements

Suppliers shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Suppliers shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests.

4.2.15 Errors and Omissions in Suppliers' Proposals

The University may accept or reject any Supplier's Proposal, in part or in its entirety, if such Proposal contains errors, omissions, or other problematic information. The University shall determine the materiality of such errors, omissions, or other problematic information.

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4.2.16 Required Signatures

The University may reject any Supplier's Response if it is not signed and/or notarized as indicated and/or required on the areas, spaces, or forms provided within this RFP.

4.2.17 Proposal Submission and Opening

The University shall accept electronic submissions until the specified closing date and time. The University will make no immediate decision at such time. However, the University will not disclose any information contained in any Proposal until after formal notice of award and execution of any contract resulting from this RFQ. The University will not consider any Proposals received after the closing date and time. The University reserves the right to retain or dispose of any such Proposals at its discretion.

4.2.18 Notification of Non-selection

The University reserves the right not to notify Suppliers whose RFP Responses are not selected for further consideration or notice of award. If the University decides to notify such Suppliers in writing, it will send the notifications to the address indicated in each such Supplier's Proposal.

4.2.19 Withdrawal of RFPs

Suppliers may withdraw their Proposals at any time prior to the RFP closing date. Suppliers may request to withdraw their Proposals after the RFP closing date and any time prior to notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFPs to such Suppliers.

4.2.20 Evaluation Criteria

The University reserves the right to establish the criteria by which it will evaluate each Supplier's Response to this RFP and by which it will determine the most responsive, capable, and qualified Supplier(s).

4.2.21 Pre-Award Presentations

The University reserves the right to require presentations from the highest ranked Suppliers, in which they may be asked to provide information in addition to that provided in their Proposals.

4.2.22 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with the highest ranked Suppliers for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Obtaining the lowest and best pricing and/or revenue agreement
- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Suppliers

4.2.23 Effective Period of Proposals

Under this RFP, the University shall hold that Suppliers' Responses to this RFP shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Supplier who does not agree to this condition shall specifically communicate in its Proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

4.2.24 Rejection of Supplier Counter-offers, Stipulations and Other Exceptions

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Any Supplier exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected if State law or University policy govern the issue as solely determined by the University and unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

4.2.25 University's Right to Use Supplier's Ideas / Proprietary Information

If the Supplier needs to submit Proprietary Information with the Proposal, it is the Supplier's responsibility to ensure that it is enclosed in a separate envelope from the Proposal and that it is clearly designated and conspicuously labeled as such. Such designed and labeled information otherwise voluntarily submitted will be subject to any public records request. Please note that pricing information is not considered Proprietary Information.

The University shall have the right to use any ideas that are contained in any Proposal received in Response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect the University's right of use. Provided, however, that subject to 4.2.27, the University will, in good faith, and to the extent permitted by applicable law including the Oklahoma Open Records Act, honor any Supplier information that is clearly designated and conspicuously labeled as proprietary. The University shall not be liable in any manner or in any amount for disclosing Proprietary Information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

4.2.26 Supplier's Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University to any Supplier shall be held in confidence by the Supplier and shall be used only for purposes of the Supplier's performance under any contract resulting from this RFP.

4.2.27 Public Record

Once finalized, all documents resulting from this RFP, including the resulting award(s), are available for public inspection pursuant to the Open Records Act. Copies are provided upon written request to the University's Open Records Office. The University shall not be liable in any manner or in any amount for disclosing Proprietary Information if such information is required by law to be disclosed.

4.2.28 Proposal Pricing to Reflect University's Tax Exempt Status

Proposal pricing shall be exclusive of taxes. The University of Oklahoma is exempt from taxes, including State Sales Tax, Property (Ad Valorem) Tax, and Federal Excise Tax. The exemption authority is Oklahoma State Tax Code, Title 68, OS 1981, Article 13, Section 1356 and Federal Tax Exempt number 736017987.

4.3 Terms and Conditions for Communications between the University and Suppliers

4.3.1 Communications and Inquiries between the University and Suppliers

Supplier inquiries and requests for clarification related to this RFP should be directed to the University official indicated in the following table:

BRAD LARSON & CONTRACT SPECIALIST
University of Oklahoma
Purchasing Department
2750 Venture Drive
Norman, OK 73069
405-760-7479

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

Applicable terms and conditions herein shall govern communications and inquiries between the University and Suppliers, as they relate to this RFP. Informal and formal communications shall commence and cease as described in the following subparagraphs. Informal communications shall include but are not limited to requests from/to Suppliers or Suppliers' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, for information, comments, speculation, etc. Formal communications shall include but are not limited to verbal and/or written presentations and pre-award negotiations under this RFP.

4.3.1.1 Start and Stop Dates for Formal and Informal Communications

On the date that the Supplier receives this RFP, informal communications shall cease, and formal communications shall commence. On the date that the University notifies responding Suppliers of this RFP's results and executes the resulting contract with the Successful Supplier(s), informal communications may resume, and formal communications must cease.

4.3.1.2 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP's process. In no case shall verbal communication override written communication.

4.3.1.3 University's Response to Communications from Supplier

The University will make a good-faith effort to provide a written Response to each written request for clarification as described in section 2. – Schedule of Events.

4.3.2 Inquiries about Interpretations

All requests for interpretations shall be formal and written. The University may treat Responses to such requests as Revisions to the RFP, which are discussed in this section in the subparagraph titled "Revisions to the RFP."

4.3.3 Apparently Conflicting Information Obtained by Supplier

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information be obtained from any office, agent, or employee of the University. Such information shall not affect the Supplier's risks or obligations under a contract resulting from this RFP.

4.3.4 Collusion Prohibited

In connection with this RFP, Supplier collusion with other Suppliers or employees thereof, or with any employee of the State, including any employee of the University, is prohibited and may result in Supplier disqualification and/or cancellation of award. Any attempt by the Supplier, whether successful or not, to subvert or skirt the principles of open and fair competition may result in Supplier disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.3.5 Improper Business Relationships / Conflict of Interest Prohibited

In connection with this RFP, each Supplier shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Supplier, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Supplier disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

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4.4 Terms and Conditions for Packaging and Transmitting Proposals

4.4.1 Corrections, Changes, and Providing Information on Forms within the RFP

Suppliers shall ensure that an authorized individual initials each correction using pen and ink. Suppliers shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

4.4.2 Transmittal

Suppliers shall submit all pages of the original RFP, with responses including Addendums, via email to: OUBIDS@ouhsc.edu

4.4.3 Faxes Not Accepted

The University shall not accept Proposals sent by fax.

4.5 Construction Bid Enclosure (Additional Terms and Conditions)

- 4.5.1 Bid Rejection:** The University of Oklahoma reserves the right to reject any or all bids and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University.
- 4.5.2 Bid Price Acceptance Period:** All bid prices will remain in effect for a period of 90 days following the bid opening date in order to allow time for evaluation, approval, and award of the purchase order. All bid prices will remain as firm fixed prices for the duration of any resulting purchase order or contract and no price increases will be allowed.
- 4.5.3 Pricing to Reflect University's Tax Exempt Status:** All bids must be submitted exclusive of any tax, including Federal Excise Tax and Oklahoma State Tax. The University is exempt from all tax, including Federal Excise Tax and Oklahoma State Tax. The exemption authorities are Oklahoma State Tax code, Title 68, Oklahoma Supplement 1194, § 1356 and Federal Tax Exemption number 73-6017987. When proof of tax-exempt status is required, Suppliers must include such a notation in their response to this bid, and the University will furnish a certificate.
- 4.5.4 Bid Submittal for Exceptions and/or Alternates to Specifications:** Any exception and/or alternates must be stated on the bid form or an additional sheet attached to the bid form. Failure to provide required data to allow for evaluation of bid or failure to complete the bid form and accompanying documents will be grounds for rejecting the bid.
- 4.5.5 Responsibility of the Contractor:** The contractor shall keep himself fully informed of and shall faithfully observe all laws, national and state, and all ordinance and regulations affecting his responsibility to the University, or affecting the rights of his employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 4.5.6 During the job adequate protective measures must be taken to insure that dust and debris do not settle or scatter to other areas in which the contractor is not working. All phases of the work shall be performed within special regulations which may be imposed by the owner. Bidder shall be presumed to have ascertained the full extent of all-applicable codes and regulations prior to submitting bids.**
- 4.5.7 During the job adequate protective measures must be taken to insure that dust and debris do not settle or scatter to other areas in which the contractor is not working. All phases of the work shall be performed within special regulations which may be imposed by the owner. Bidder shall be presumed to have ascertained the full extent of all-applicable codes and regulations prior to submitting bids.**
- 4.5.8 Repair to Property Damage:** Existing facilities damaged during the work as a result of negligence or inattention to detail caused by the contractor, the contractor's agents or employees shall be repaired and left in good condition as found. All repairs shall be accomplished at no cost to the University.
- 4.5.9 Insurance:** Successful bidder shall carry public liability insurance in at least the amount of \$2,000,000 bodily injury and property damage for any and all liability, loss, costs, damage or expense arising out of the terms of the agreement or caused by its operations at the University of Oklahoma, its agents or employees. Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma must also be carried.
- 4.5.10 Oklahoma state statutes, "Public Competitive Bidding Act of 1974", as amended, requires that the successful bidder shall furnish to the University a certificate or certificates of insurance from an insurance carrier licensed to do business in the State of Oklahoma, that the prescribed policies are in force and effect and each certificate shall provide that the**

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insurance company shall not change or cancel any insurance until the University has been notified, in writing, at least thirty (30) days before the date or change of cancellation.

- 4.5.11** Subcontractors: Upon request the bidder may be required to submit a list of all subcontractors. Only one subcontractor per craft or trade will be submitted. The successful bidder will not substitute a subcontractor without prior notification and approval by the University. If the bidder does not plan to have any subcontractors a statement to that effect will be included with the bid.
- 4.5.12** Supervision: The contractor shall give efficient supervision to the work, using his best skill and attention. Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the University any error, inconsistency or omission which he may discover. The contractor shall have a designated supervisor satisfactory to the University on the job at all time work is in progress.
- 4.5.13** Safety: The contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, radiation protection, etc., against the occurrence of exposure to radiation, accidents, injuries, damage or hurt to any person or property and shall alone be responsible for the same if such occur. The contractor shall comply with applicable state and federal safety regulations.
- 4.5.14** Delays and Suspension of Work: The time during which the contractor is delayed in work by the act or negligence of the University, of the University's employees, the University representative or by an act of God, which the contractor could not have reasonably foreseen, or by stormy and inclement weather in which the controlling operation of the work cannot proceed, or by strikes, boycotts, or labor organizations which delay said controlling operation of work and which are not caused by or the continuance of which is not due to any act or conduct on the part of the contractor, shall be added to the proposed delivery schedule or project completion date. Extension of the time on account of such delays shall not be allowed unless applied for in writing by the contractor within three (3) calendar days of any such delay and the written approval of such extension of time is obtained from the University.

In the event the contract is delayed in the work by any of the above causes, which said delay is not caused by or the continuance of which is not due to any act of conduct on the part of the contractor, the contractor remedy, if at all, shall be limited solely to an extension of time. The contractor agrees and understands that in no event shall he be entitled to monetary payment over and beyond that which is specified in the contract documents and duly executed change orders thereto for any damages of any kind whatsoever arising by reasons of such delay including but not limited to money actually expended on the job by reason of such delay for salaries, equipment and materials, anticipated profits and overhead or indirect costs.

If, in the opinion of the University representative, the contractor is not proceeding with the prosecution of the work as scheduled, and such failure to proceed is due to an act, omission, or negligence of the contractor, any subcontractor and/or any supplier, or the employees of any or all of the above. The contractor shall immediately, upon the request of the University and at no additional cost to the University, work such overtime, additional shifts or holidays as may be required to correct said delays and to insure no further delays to the completion of the work called for by this contract.

- 4.5.15** Any change in the Contract Price resulting from a Change Order shall be determined as follows: By mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order. Contractor agrees to furnish all materials, equipment and labor for additional work ordered

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by the Owner for which no pre agreed price has been fixed by Contractor's Bid Proposal, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished, plus a maximum of fifteen percent (15%) for overhead and profit which may be applied to the cost of the work provided by the General Contractor itself or the cost of the work provided by Subcontractors. The General Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

- 4.5.16** Payment: Progress payment requests may be submitted at 15-day intervals based on labor expended and material invoices for material delivered on job site. Itemized invoices listing hours worked at normal time, hours worked at overtime, and material must be submitted to the University in triplicate, for approval. If approved, the invoice will be forwarded for payment.
- 4.5.17** Retainage: To insure the proper performance of this contract, the owner shall retain 10% of the amount for each progress payment until the final completion and acceptance of all work covered in the contract. Upon completion of the project, the contractor may file claim for same.
- 4.5.18** Final Payment: Final payment and/or request for retainage will not be honored until the project is one hundred (100%) percent complete per written specifications including any change orders pertaining to the project.
- 4.5.19** Late Invoice Payment: If you are paid more than forty-five (45) days after submitting a proper invoice, you may be entitled to claim interest penalty. Contact the Office of State Finance at (405) 521-2141 for a copy of the regulations.
- 4.5.20** Bids received after time set for closing will not be considered
- 4.5.21** Bid Evaluation Criteria: The evaluation of this bid will be based upon the below criteria:
- Pricing
 - Past Performance of bidder
 - Professional qualifications and experience
- 4.5.22** Completion Date: If the estimated completion date cannot be met, bidders should specify the best possible completion day based upon the number of days after receipt of a purchase order. If no alternate completion information is provided, the successful bidder will be expected to meet the completion date indicated in the bid response.
- 4.5.23** Furnish and Install: The items and/or work on this bid will be provided on a vendor furnish and install basis. The successful vendor will have complete responsibility for the items or system until it is place and working properly. Any special installation preparation and/or requirements will be submitted to the University with the bid. All transportation and coordination arrangements will be the responsibility of the vendor. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize the risk of damage and avoid double handling by University Receiving personnel.
- 4.5.24** Prior Course of Dealings: The parties hereby agree that not trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 4.5.25** Contract Provisions by Reference: It is mutually agreed by and between the University and the Bidder that the University's acceptance of the Bidders offer by the issuance of a purchase order shall create a contract between the parties thereto containing all specification, terms and conditions in the Invitation to Bid and the bid form except as amended in the purchase order. Any exceptions taken by the Bidder which are not included in the purchase order will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the bid and information submitted by a Bidder, the terms and conditions of this bid and resulting purchase order will govern.

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The University of Oklahoma

RFP# R-23110-23

Close Date/Time – 10/13/22 – 2:00 PM CST

- 4.5.26** Applicable Law: This agreement shall be governed by the Uniform Commercial Code. The term “Uniform Commercial Code” shall be construed as meaning the Uniform Commercial Code as adopted by the State of Oklahoma as effective and in force on the date of this agreement.
- 4.5.27** Warranty: The vendor warrants that the goods and services supplied hereunder will be of good workmanship and or proper materials, free from defects and in accordance with specifications. If the vendor knows of the purchaser’s intended use, the vendor warrants that the goods or services are suitable for that intended use.
- 4.5.28** Silence of Specifications: The apparent silence of any attached specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.
- 4.5.29** Questions/Addendum: All questions regarding this project must be submitted in writing by mail, fax, or e-mail to below contact. Answers to questions raised will be made available to all vendors. No questions may be submitted within four working days of the bid opening date.

University of Oklahoma
Brad Larson – Contract Specialist
Purchasing Department
2750 Venture Drive
Norman, OK 73069
Phone: (405) 325-8965
Fax: (405) 329-8394
E-mail: bradl@ou.edu

- 4.5.30** Asbestos Notification: The EPA National Emission Standard of Hazardous Air Pollutants (EPA-NESHAP 40 CFR 61 subpart M) regulates the renovation and demolition of buildings pertaining to the emission of asbestos. These regulations may require the removal of certain asbestos containing material (ACM) prior to any renovation or demolition. The Occupational Safety and Health Administration (OSHA 29 CFR 1926.1101) and Oklahoma Department of Labor (ODOL Title 40 451-456) regulations require the abatement and proper notification to all General Contractors, and sub-contractors and their employees of any asbestos materials that will or may become damaged during renovation or demolition. It is the responsibility of the University to notify the General Contractor once we have actual notice of asbestos materials that will or may become damaged. It is the responsibility of the General Contractor to disseminate this information to their employees and their sub-contractors.

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

5.0 SPECIFICATIONS (SUPPLIER COMPLETES)

5.1 Detailed Specifications and Attachments

All detailed specifications per Construction Drawings and Project Manual indicated below are included as an attachment and will be incorporated into this RFP.

5.1.1 ATTACHMENT A. 156-22_IFB_DRAWING_09142022

5.1.2 ATTACHMENT B. 156-22_IFB_PROJECT MANUAL_09142022

5.2 Pricing (SUPPLIER COMPLETES)

5.2.1 Detailed Pricing should be entered in this section.

Bidder hereby proposes to furnish all necessary labor, materials, tools and equipment, together with all other items of cost including insurance, bonds and supervision required for the work called for on the drawings and project manual for the:

Base Bid Sum of

_____ dollars (\$ _____)
(Amounts shall be shown in written and numeric form)

5.2.2 Estimated days till completionIf awarded the contract the undersigned bidder agrees to complete the work described as Base Bid within the estimated following number of calendar days from the date given after receipt of a purchase order: _____ (calendar days.)

5.3 References

Please provide the names and phone numbers of five (5) customer references using the products or services specified in the section 5.0 titled "Detailed Specifications."

Customer Company Name	Contact Person	Telephone Number

5.4 Pending Litigation or Formal Complaints

Please provide information regarding any pending litigation or formal complaints against you.

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

The University of Oklahoma

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6.0 SIGNATURES (SUPPLIER COMPLETES)

6.1 COLLUSION AFFIDAVIT (SUPPLIER COMPLETES - NOTARIZATION REQUIRED)

Explanation. With regard to any competitive RFP for goods or services which is issued by the State of Oklahoma or any of its agencies, Oklahoma laws require each Supplier to execute and submit a notarized sworn Statement of Non-Collusion. This statement assures the State that the Supplier has not in any way subverted or skirted the principles of competition by colluding with other Suppliers or with any employee of the State.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

_____, of lawful age, being first duly sworn, on oath affirms:

1. (s) he is the duly authorized agent of, the Supplier submitting the competitive RFP which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Suppliers and between Suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the RFP to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the RFP to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such RFP; and

3. Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party; a) to any collusion among Suppliers in restraint of freedom of competition by agreement to RFP 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 discussions between Suppliers and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

FIRM _____

DATE OF DELIVERY _____

SIGNATURE _____

DISCOUNT PAYMENT TERMS _____

NAME , TITLE _____

ACCEPT UNIVERSITY PCARD _____

PRINCIPAL ADDRESS _____

SEAL OR STAMP

CITY/STATE/ZIP _____

PHONE/EMAIL _____

ORDER ADDRESS IF DIFFERENT _____

Subscribed and sworn before me this _____ day of _____, _____

CITY/STATE/ZIP _____

NOTARY PUBLIC (OR CLERK OR JUDGE)

PHONE/EMAIL _____

My Commission Expires: _____

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

6.2 Business Relationships Affidavit (Supplier completes - notarization required)

Explanation. This affidavit is required to detect whether an illegal or inappropriate business relationship exists between a Supplier and the University.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. If none of the business relationships described below pertain to the Supplier, the affiant should so state.

I, _____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

Signed

Name and Title

Company

F.E.I.N. #

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires _____

(SEAL)

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

The University of Oklahoma

RFP# R-23110-23

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6.3 EEO Certificate of Compliance - Contracts over \$10,000 (Supplier completes)

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$10,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

Equal Opportunity Clause

During the performance of this/these contract(s) the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, national origin, political beliefs, or veteran's status. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, sex, religion, color, national origin, political beliefs, or veteran's status.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Supplier.

The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction, the contractor may request the United States to enter such litigation to protect the interests of the United States.

Certification of Non-segregated Facilities

By the submission of this bid and/or acceptance of purchase order(s) during the above period, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color, national origin, political beliefs, or veteran's status, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract which exceeds \$10,000, the bidder agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma Purchasing Office if required.

These provisions must be included in any subcontracts awarded involving this bid.

CERTIFICATION

If awarded this contract _____ agrees to comply with all above provisions. (Company)

(Signature)

(Name and Title) (Date)

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

6.4 (EEO Certificate of Compliance - Contracts over \$50,000 (Supplier completes))

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$50,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. *Note: if the Supplier has 50 employees or less, this certificate is not required*

In the event that any resulting contract exceeds \$50,000 and the contractor has more than 50 employees, the contractor agrees to submit Standard Form (EEO-1) to the Joint Reporting Committee (unless previously submitted). The report must be submitted within 30 days after the award of the contract. This requirement is waived if the contractor has submitted this report within the past twelve (12) months.

If awarded a contract over \$50,000 and the contractor has more than 50 employees, the contractor agrees to develop and maintain on file a written Affirmative Action Program. The elements of this program are as follows:

Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.

The specific steps which should be taken to guarantee equal employment opportunity in the identified problem areas and, where deficiencies exist, the development of specific goals and timetables.

A table of job classifications.

Approval by an executive official of the contractor.

Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:

An analysis of minority group representation in all job categories.

An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.

An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

Maintenance of Programs: Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time.

Information on compliance with Affirmative Action Program requirements is also contained in Office of Federal Contract Compliance Revised Order No. 14.

These provisions must be included in any subcontracts awarded involving this bid.

CERTIFICATION

If awarded this contract _____ agrees to comply with all above provisions.
(Company)

(Signature)

(Name and Title) (Date)

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479

6.5 Certification of Proposal (Supplier completes)

Explanation. This certification attests to the Supplier's awareness of and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in Response to Request for Proposal number R-23110-23 issued by the University of Oklahoma. The undersigned, as a duly authorized officer, hereby certifies that

(Company)

agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award. Exceptions may be noted only as stated in the RFP. The Proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for Responses to the RFP.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

(Name) (Title)

(Name) (Title)

Signature

Printed

Title

Date

F.E.I.N.

For questions regarding this Request for Proposal contact:

Brad Larson, Contract Specialist, email: bradl@ou.edu

Phone (405) 760-7479