



INVITATION TO BID

B-10067-10

ISSUE DATE: October 27, 2009

CLOSE DATE: November 16, 2009, 2:00 PM CST

**NEW BOILERS FOR THE STEAM AND CHILL
PLANT AT THE HEALTH SCIENCES CENTER**

NORMAN, OK 73069
TELEPHONE: 405-325-2811

The Board of Regents of the University of Oklahoma (OU)

Issues this Invitation to Bid # B-10067-10 for

NEW BOILERS FOR THE STEAM AND CHILLED WATER PLANT AT HEALTH SCIENCES CENTER.

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

1.(s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. neither the bidder nor anyone subject to the bidder's direction or control has been a party: a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; b) to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; c) in any discussions between bidders 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 _____

SIGNED BY _____
NAME AND TITLE

DISCOUNT PAYMENT TERMS _____

City/State/Zip

ACCEPT UNIVERSITY PCARD _____
SEAL OR STAMP

ORDER ADDRESS IF DIFFERENT/CITY/STATE/ZIP

Subscribed and sworn before me this _____ day of _____ 20____

FEDERAL EMPLOYER IDENTIFICATION NUMBER

NOTARY PUBLIC (OR CLERK OR JUDGE)

TELEPHONE NUMBER

My Commission Expires: _____

EMAIL ADDRESS

Supplier agrees to comply with all terms and conditions herein

NOTE: Sealed bids invalid if not signed and notarized

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IF THE DOCUMENTS ON THIS PAGE DO NOT MEET YOUR ACCESSIBILITY REQUIREMENTS, PLEASE CONTACT NATHAN BAIRD, BUYER, AT 405-325-5083 AND APPROPRIATE ACCOMMODATIONS WILL BE MADE.

PART 1.0- INTRODUCTION

- 1.1. **General:** The University of Oklahoma is in need of new boilers for the Steam and Chill Plant for the University of Oklahoma Health Sciences Center.

 - 1.2. **Award:**
 - 1.2.1. An order will be awarded to Suppliers whose bid is considered to be in the best interest of OU, as determined by the University.

 - 1.2.2. Each order will reference this Invitation to Bid for pricing and terms and conditions and will note the delivery location if applicable.

 - 1.2.3. When multiple documents are scheduled to be opened the same date and time, documents with individuals present for the public openings will be opened in sequential order by document number.

 - 1.2.4. To avoid the cost and time of repeating the bid process for any additional orders for the item(s) or project specified within, Suppliers should state Prices firm for 90 calendar days.

 - 1.2.5. In submitting a response to this bid, the Supplier agrees to offer the same prices, terms and conditions to all other institutions within the Oklahoma State Regents for Higher Education system. Successful Supplier authorized to apply shipping adjustments via the prepay and add method when shipping to institutions outside of the Oklahoma City, Oklahoma metropolitan area.
- Yes _____ No _____

PART 2.0 - GENERAL INFORMATION

- 2.1. **Terms and Conditions:** Terms and Conditions should be reviewed very carefully to ensure a complete and acceptable response to this Invitation to Bid.
- 2.2. **Open Records Policy:** This bid is governed by the Oklahoma Open Records Act, 51 Ok. Stat. 24A.1.
- 2.3. **Specifications (PART 8.0):** Specifications are to be responded to on a point-by-point basis so OU can evaluate how the Supplier(s) plan(s) to meet these requirements.
- 2.4. **Schedule:** The following schedule will apply to this Invitation to Bid.

<u>Date/Time</u>	<u>Action</u>
Tuesday, October 27, 2009	Issue Bid
Thursday, November 5, 2009 3:00 PM CST	Site Visit (see below)
Monday, November 9, 2009 12:00 PM CST	Last date and time OU will accept questions in regard to this Invitation to Bid
Wednesday, November 11, 2009 12:00 PM CST	Projected last date OU will issue an addendum
Monday, November 16, 2009 2:00 PM CST	Invitation to Bid Closes

- 2.5. **Time Requirements:** All sealed bids must be delivered to the department of **Purchasing** before the **FINAL CLOSING DATE AND HOUR** as shown on this Invitation to Bid.
- 2.6. **Bids:** Bids are to be original and hard copy with additional copies when designated. Facsimiles will not be accepted. Only bids with this form are acceptable. **Use ink or typewriter** in filling in this bid. Initial any and all corrections using ink.
- 2.7. **Supplier Visits to University Site(s)**

Interested Suppliers should visit the site prior to submitting Bids and acquaint themselves with the conditions under which the work must be performed. Site visits are encouraged. Visits should be arranged with the contact listed below.

Name	Phone Number
Nathan Baird	405-325-5083
Date	Location
Thursday, November 5, 2009 3:00 PM CST	801 NE 8 th St. Oklahoma City, OK 73104

PART 3.0 BID ORGANIZATION**3.1. Bid Organization:**

3.1.1. If a response is organized in such a fashion, which makes the evaluation of the response very difficult, overly time consuming, or in the University's opinion "impossible," it may be eliminated from consideration. Bids may be submitted in a narrative format following the same outlines and referring to the corresponding numbering sequence of this Invitation to Bid, including full descriptive data for all requirements listed herein. All bids are to include page numbers. Bids should be organized as follows:

3.1.1.1. Original required sections from this Invitation to Bid. See 3.1.44 of this Invitation to Bid

3.1.1.2. Any additional responses in corresponding sequence order

3.1.1.3. Any additional supporting documentation

3.1.2. **Bid Pricing:** All pricing and/or percentage (%) is to be indicated on the pricing portion of this Invitation to Bid. Only unit prices are to be indicated. If bid is "All or None," so state on this bid.

3.1.3. **Bid Discounts:** All educational, volume, internal contract or other type of discounts are to be clearly stated as to type, total amount and from what dollar amount they are to be deducted.

3.1.4. Copies of Bids:

3.1.4.1. One (1) original bid offer is to be furnished and five (5) copies as well as two (2) electronic copies in compact disc format.

3.1.4.2. Bids, including copies when required, shall be individually bound.

3.1.4.3. When submitting more than one bid response each should be submitted in separate envelopes. All are to be clearly marked as "Original of Bid 1, Copy 1 of Bid1", "Original of Bid 2, Copy 1 of bid 2" and so on.

3.1.4.4. Each submitted bid offer should include the following pages: Page 2 - Signature page, PART 4.0 Bidder Information, PART 8.0 Specifications and/or Bid Offer including Bid forms, and final two pages - CERTIFICATE OF COMPLIANCE if applicable.

3.1.5. **Bid costs:** Costs for developing, delivering, and for materials used in any presentation of a bid is entirely the responsibility of the bidder.

3.1.6. **Bid Submittals:** Failure to provide required data to allow for evaluation of bids or failure to complete the bid form(s) and accompanying documents may be grounds for the University to reject the bid.

3.2. Bid Bonds/Insurance or other required documents

3.2.1. **Performance Bond:** The successful bidder may be required to post a performance bond equal to one hundred percent (100%) of the total awarded contract or an amount negotiated at the time of award. An alternate offer and/or quantities may be proposed. An acceptable alternate may include an interest bearing escrow account.

3.2.1.1. The Performance Bond must be issued to: **THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA.**

3.2.2. **Permits:** The bidder shall procure all necessary permits, pay for the same, and obtain all official licenses for the work as necessary. The bidder shall be responsible for and indemnify OU for all violations of the law for any cause in connections with the work caused by contractor.

3.2.3. **Insurance:** The successful Supplier(s) shall procure any and all insurance as deemed necessary by OU.

PART 4.0 - BIDDER INFORMATION

4.1. **Business Information:**

4.1.1. If contact individual for this bid is different from the signature affixed to this offer, so state:

Name: _____ Company Title _____
Phone number _____ Fax number _____
Address: _____

4.1.2. Check () if your firm is a subsidiary or affiliate of another company. If either, identify such by name and explain the relationship(s) between said companies.

Subsidiary: _____ Affiliate: _____

4.1.3. State how long your firm (not parent company) has been in business: _____

4.1.4. If you are a small business check the correct type (proof of qualification rests with Supplier):

Service _____ Manufacturing _____ Construction _____

4.1.5. For State of Oklahoma Suppliers only: Are you registered as an Oklahoma Severely Handicapped Supplier?

Yes _____ No _____

4.2. **Customer References:** Provide the names and phone numbers of three major accounts for which you have provided goods or services similar to those specified. (Note if any of these accounts are similar to OU).
Furnish name and phone number of three references:

	Company Name	Contact Person	Telephone No.	Similar
a.	_____	_____	_____	Yes No
b.	_____	_____	_____	Yes No
c.	_____	_____	_____	Yes No

4.2.1. **Supplier Complaints:** List the total number of complaints within the last twelve months and the number of unsettled claims on file with the Better Business Bureau. List the number of unresolved complaints over sixty days. Number of Complaints _____ Number of complaints over 60 days _____

4.2.2. **Qualification Data:** If OU deems it necessary to evaluate Supplier qualifications, you may be required to furnish additional information. Information may include but not be limited to the following:

- Ability to Meet Specifications Quality Requirements
- Availability to Provide or Service
- Executive and/or Key Person Resumes and References
- Financial Resources and/or Audited Financial Reports
- Personnel Resources and/or Experience

PART 5.0 - DEFINITIONS

- 5.1. **Definition of Invitation to Bid:** An Invitation to Bid is part of a competitive process which will facilitate a fair opportunity for qualified entities meeting the requirements specified to offer their goods and/or services for consideration. All resulting awards are public records and are available for review during regular office hours after awards have been finalized, in accordance with the Oklahoma Open Records Act.
- 5.2. **Definition of Words and/or Phrases:** In this Invitation to Bid and any resulting documents the following terms shall be understood as herein below defined:
- 5.2.1. "ACM" means Asbestos Containing Material
- 5.2.2. "ADA" means American with Disabilities Act
- 5.2.3. "Affiliated" means owned by another company, owned by a common controlling shareholder or interest, or related by contract as to be under the dominion or influence of another company.
- 5.2.4. "Bid" means any and all documents submitted as a response to this Invitation to Bid
- 5.2.5. "Bidder" means all individuals and/or companies submitting responses to this Invitation to Bid
- 5.2.6. "CST" means Central Standard Time zone - For purposes of this Invitation to Bid, all times are to be considered **Central Time**, including daylight savings time when in effect.
- 5.2.7. "EHSO" means The University of Oklahoma Health Sciences Center's Environmental Health & Safety Office
- 5.2.8. "MSDS" means Material Safety Data Sheets
- 5.2.9. "Order" and/or "Contract" means awarding documents issued from this Invitation to Bid
- 5.2.10. "University," "University of Oklahoma Health Sciences Center" and "OU" mean the Board of Regents of the University of Oklahoma, also referred to as the "Owner", acting through its duly authorized representative.
- 5.2.11. "Supplier" and/or "Contractor" means the individual, firm or corporation, awarded the contract(s) and/or order(s) for the final agreement(s) of this Invitation to Bid.

PART 6.0 - INSTRUCTIONS TO BIDDER

- 6.1 OU will not consider any exceptions to this Part 6.0. Suppliers may not submit exceptions to Part 6.0.
- 6.2 Terms and conditions below will govern the submission and evaluation of bids and the award. Bidders are requested to carefully review the following:
- 6.3 **Award Status:** The response to this Invitation to Bid will be considered as a legal offer to contract. An acceptance of any bid will be issued by OU in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
- 6.3.1 **Contract Format:** The resulting OU acceptance will incorporate this Invitation to Bid.
- 6.3.2 **Termination for Cause:** If the contractor should be adjudged bankrupt, or if the contractor should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of the contractor's insolvency, or if the contractor should persistently or repeatedly refuse or fail to perform any of the provisions of the contract to make progress as to endanger performance in accordance with its terms or to meet the delivery dates as specified herein, except in cases for which extension of time is provided, to carry on as required by the contract, or if the contractor should fail to make prompt payment to subcontractors, or persistently disregards laws, ordinances or the instructions of OU representatives or otherwise be guilty of a substantial violation of any provision of the contract, then OU may without prejudice to any other right or remedy, terminate the agreement or, at OU's discretion, provide a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.
- 6.3.2.1 If a Show Cause Letter is issued, Contractor shall have ten (10) days to reply to the Show Cause Letter and indicate why the contract should not be terminated.
- 6.3.2.2 Contractor shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter.
- 6.3.2.3 If the noncompliance is not cured within thirty (30) days, OU may terminate the contract on a schedule it presents to Contractor.
- 6.3.2.4 In the event all or any part of the contract is terminated, OU may take possession of any and all materials and finish the contract by whatever methods OU may deem expedient, procuring goods and/or services similar or substantially similar to those so terminated.
- 6.3.2.5 In such case, the contractor shall not be entitled to receive any further payment until the contract is finished.
- 6.3.2.6 The Supplier shall be liable for any excess costs to OU to continue the performance of the remaining balance of the contract. The rights and/or remedies of OU under this clause shall not be exclusive and are in addition to any other rights and/or remedies provided by law or this contract.
- 6.3.2.7 The expense incurred by OU as herein provided and the damage incurred through the contractor's default, shall be certified by OU's representative. Rights and/or remedies of OU under this clause shall not be exclusive and are in addition to any other rights and/or remedies prevailed by law and/or this contract.
- 6.3.2.8 If any contractor fails to complete any contract(s) awarded from this Invitation to Bid in full compliance with these specifications, OU has the option to refuse to consider further bids for contract.
- 6.3.3 **Contract Information:** Specifications and/or general information obtained from any office, agent, or employee of OU or any other person shall not affect the risks or obligations assumed by the Supplier or relieve the Supplier from fulfilling any of the conditions of the awarded contract.

For questions regarding this Invitation to Bid contact:

Nathan Baird, Buyer 405-325-0000 nathan-baird@ouhsc.edu or Craig Sisco, Manager, 405-325-5261 craig-sisco@ouhsc.edu

- 6.3.4 **Contract Modification:** All modifications and/or changes to the contract must be agreed to in writing by both parties prior to executing any change.
- 6.3.5 **Contract Assignment or Sublet:** Resulting contract shall not be assigned, transferred, or sublet in whole or in part without OU's prior written approval.
- 6.3.6 **Contract Discount:** Discounts will be computed from the date of receipt of a properly executed invoice or the date of completion of service in a satisfactory condition, whichever is later.
- 6.3.7 **Contract Disputes:** In case of any contract dispute or difference of opinion as to the goods, services, terms, and conditions of the contract, the OU Vice President for Administrative Affairs and/or his designee shall make the final and binding decision.
- 6.3.8 **Contract Payment:** Contract payment will be made in full after services and/or items have been accepted as satisfactory by OU. State statutes preclude any advance payments and payments for goods and services that are not complete or acceptable. Payment provisions shall be in arrears, with any late payment and interest calculated as provided by Oklahoma law.
- 6.3.9 **Contract Prices:** In the event of a decrease in the regular list price during the term of this contract, OU shall receive the benefit of such through a reduction in the contract price and in direct proportion thereof; otherwise, these prices are firm for the duration of the contract.
- 6.3.10 **Contract Period:** This contract shall be considered to be in force until the expiration date or until thirty (30) days after notice has been given by either party of its desire to terminate the contract. A failure by Supplier to give a thirty (30) day notice will result in an immediate cancellation of the contract and OU's refusal to consider any further bid for contract by any contractor.
- 6.3.11 **Conflict of Interest:** In the event there is a potential or actual conflict of interest, the Supplier(s) shall provide full disclosure to OU. OU shall determine if the conflict, whether potential or actual, is material.
- 6.4 Contract Requirements:** The following listed requirements are mandatory for protecting the interest of OU.
- 6.4.1 **Hold Harmless:** Contractor(s) shall, within limitations placed on such entities by state law, indemnify and save harmless the State of Oklahoma, the Board of Regents of the University of Oklahoma, their agents, officers, and employees from all claims and actions, and all expenses defining same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor(s) shall, within limitations placed on such entities by state law, indemnify and save harmless the State of Oklahoma, the Board of Regents of the University of Oklahoma their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by contractor. In any agreement with any subcontractor or any agent for contractor(s), contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the herein before described expenses, claims, actions, or amounts recovered.
- 6.4.2 **Liens:** The successful contractor shall keep OU free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.
- 6.4.3 **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.
- 6.4.4 **Actions of Contractor:** Actions between the successful contractor and third parties are not binding upon OU. The contractor is not a division or agent of OU.

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Nathan Baird, Buyer 405-325-0000 nathan-baird@ouhsc.edu or Craig Sisco, Manager, 405-325-5261 craig-sisco@ouhsc.edu

- 6.4.5 **FOB Destination:** Bids to be submitted on an FOB destination basis. Title to the goods will not pass to OU until acceptance of the goods/services has been completed.
- 6.4.6 **Audit:** Upon request of OU, 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 provided or to be provided hereunder. If the successful Contractor is to provide a written proposal, report or study as a requirement of the contract, the contract is required by law to include the following provision: (Supplier Name) Certifies that 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 Invitation to Bid. (74 Okla. Stat. 85.41 (F) (1).
- 6.4.7 **HIPAA Requirements:** To the extent applicable to this Invitation to Bid, Supplier agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F. \$. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Contractor agrees to the terms of the Business Associate Agreement attached hereto and incorporated herein.

BUSINESS ASSOCIATE ADDENDUM – CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION

To the extent any provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including but not limited to the Privacy Rule and Security Rule, apply to your functions or activities for or on behalf of the Board of Regents of the University of Oklahoma ("OU"), the covered entity, under this agreement between the parties (the "Agreement"), you, your officers, agents, and employees (collectively, "Business Associate"), agree to the terms herein. Business Associate acknowledges that it may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information, some of which may be Electronic Protected Health Information ("Electronic PHI").

Additional Definitions:

"Electronic PHI" includes PHI that is transmitted by or maintained in an electronic media, as defined in the Security Rule.

"HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act.

"Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 164, subparts A and E.

"Protected Health Information" and "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of OU, and including but not limited to Electronic PHI.

"Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

"Security Rule" shall mean the Security Standards for the Protection of Electronic PHI, 45 CFR 164, subpart B.

Obligations of Business Associate:

Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under the Agreement and only as provided in the Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the Agreement or as required by law. Specifically, Business Associate agrees it will:

- (a) use or further disclose PHI only as permitted in the Agreement or as Required by Law, and in such case, consistent with HIPAA's disclosure or use standard;
- (b) protect and appropriately safeguard all PHI in all media types from any unauthorized disclosure;
- (c) implement and document appropriate physical and technical safeguards to protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits for or on behalf of OU in accordance with 45 CFR 164.310, 164.312, and 164.316;
- (d) implement and document administrative safeguards to prevent, detect, contain and correct security violations in accordance with 45 CFR 164.308 and 164.316;
- (e) make its policies and procedures required by the Security Rule available to OU and the Secretary of the Department of Health and Human Services (HHS);
- (f) prevent use or disclosure of PHI by its subcontractors, vendors, and agents, other than as permitted by the Agreement or as Required by Law;
- (g) report to OU any use or disclosure of PHI that is not permitted under the Agreement immediately upon becoming aware of it and mitigate, to the extent practicable and in cooperation with OU, any harmful effects known to it of a use or disclosure made in violation of the Agreement;
- (h) immediately report to OU any Security Incident, as defined in the Security Rule, with respect to Electronic PHI, and any Security Breach, in accordance with the HHS rule regarding Breach Notification for Unsecured PHI and the HITECH Act. Any notice required to be issued under the HITECH Act shall be coordinated with OU;
- (i) indemnify and hold OU harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- (j) provide access, in the time and manner requested, to PHI in a Designated Record Set, to OU or as directed by OU to an Individual in order to meet the requirements of 45 CFR 164.524;
- (k) make any amendments to PHI in a Designated Record Set that OU directs or agrees to pursuant to 45 CFR 164.526 at the request of OU or an Individual, and in the time and manner requested by OU or, upon request of OU, make PHI available to OU for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule;
- (l) document disclosure of PHI and information related to such disclosure as would be required for OU to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.526, and, within 5 working days of receiving a request from OU, make such disclosure documentation and information available to OU;
- (m) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of OU available to the Secretary of Health and Human Services and authorized governmental officials, for the purpose of determining compliance with the Privacy Rule. Business Associate shall give OU advance written notice of such and provide OU with a copy of all documents made available,
- (n) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or that create, receive, use, disclose, or have access to PHI pursuant to the terms of the Agreement shall agree to all of the same restrictions and conditions to which Business Associate is bound hereunder, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless OU for their failure to comply with each of the provisions of this Addendum.

Permitted Uses by Business Associate:

Except as otherwise limited in this Addendum or the Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to OU for the purposes specified in the Agreement, if such use or disclosure of PHI would not violate applicable law if done by OU.

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Obligations of OU:

- (a) OU shall notify Business Associate of any limitations in its notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) OU shall notify Business Associate of any changes in, or revocation of, authorization by an Individual to use or disclose PHI, to the extent such changes may affect Business Associate's permitted or required uses and disclosures.
- (c) OU shall notify Business Associate of any restriction on the use or disclosure of PHI that OU has agreed to in accordance with the Privacy Rule, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Term and Termination:

- (a) The term of this Addendum shall be continuous, until all of the PHI (including copies) provided by OU to Business Associate, or created or received by Business Associate on behalf of OU, is destroyed or returned to OU. If such return or destruction is not feasible, Business Associate will extend the precautions of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
- (b) Upon termination, all PHI (including copies) provided by OU to Business Associate, or created or received by Business Associate on behalf of OU, shall be destroyed or returned to OU. If return or destruction is not feasible, Business Associate will extend the precautions of this Addendum to the PHI, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, and make no further use or disclosure of PHI.
- (c) All other obligations of Business Associate under this Addendum shall survive termination.

Miscellaneous:

- (a) Business Associate recognizes that any material breach of this Addendum or breach of confidentiality or misuse of PHI may result in the termination of the Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' Agreement.
- (b) The parties agree to amend this Addendum from time to time as is necessary for OU to comply with the requirements of the Privacy Rule and related laws and regulations.
- (c) OU's Notice of Privacy Practices is available on its websites: www.ouhsc.edu and www.ou.edu.

- 6.4.8 **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.

6.5 Bid Status:**6.5.1 OU Rights:**

- 6.5.1.1 OU and its designees reserve the right to determine whether a bid is responsive and the contractor has the ability and resources to perform the contract in full and comply with the specifications.

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- 6.5.1.2 OU reserves the right to reject bids that incorporate counter bids or conditions in the form of Supplier's pre-printed clauses.
- 6.5.1.3 OU reserves the right to accept or reject all or part of any bid: to waive informalities, and minor irregularities; or to substitute items as desired if deemed in the best interest of OU, thereby selecting the optimum bid or issue a new Invitation to Bid.
- 6.5.1.4 OU reserves the right to reject bids when procedures stated within are not followed.
- 6.5.2 **Contract(s)**: Contract(s) will be awarded to the lowest and best acceptable offer per item or groups of items or on an ALL OR NONE basis, whichever is in the best interest of OU. OU is not bound to accept the lowest offer if that offer is contrary to the best interests of OU.
- 6.5.3 **Effective Period**: Bids submitted must remain in effect for a period of thirty (90) days after the closing date. An award will be signed and issued within that time or at a negotiated later date designating the beginning contract date.
- 6.5.4 **Withdrawal of Bids**: Bids may be withdrawn at any time prior to the closing date; however, OU reserves the right to withdraw the bidder from future Invitations to Bid who have withdrawn a bid after the closing date and prior to effective period of bid without OU's approval.
- 6.5.5 **Changes**: It shall be the bidder's responsibility to bring to the attention of OU any discrepancies in, omissions from, or errors in the documents, or enhancements which would be in the best interest of OU including but not limited to specifications as well as if the bidder is in doubt as to the meaning of any part of this Invitation to Bid.
- 6.5.6 **Delivery**: Delivery date shall be plainly stated in this Invitation to Bid.
- 6.5.7 **Interpretation Requests**:
- 6.5.7.1 **Oral Interpretations**: No oral interpretations will be made. Any information obtained from an officer, agent, or employee of OU or any other individual shall not affect the terms, conditions, and/or specifications of this Invitation to Bid. All requests for interpretation are to be made in writing, prior to **Monday, November 9, 2009 12:00 PM CST** and addressed to the OU Purchasing Department. (See 6.5.7.2 Invitation to Bid Inquiries). Any and all interpretations and instructions will be issued as addenda to this Invitation to Bid and projected issue date on or about **Wednesday, November 11, 2009 12:00 PM CST** and sent to all bidders known to have received an Invitation to Bid. All addenda become part of the award.
- 6.5.7.2 **Invitation to Bid Inquiries**: All inquiries must be submitted in writing. Only written inquiries and their responses will be considered in the evaluation process. Written inquiries and/or questions regarding this Invitation to Bid requirements and procedures should be directed to: **Nathan Baird, Buyer, nathan-baird@ouhsc.edu Purchasing fax (405) 329-8438.**
- 6.5.8 **Additional Agreements**: Any and all additional agreements and stipulations will be incorporated with this Invitation to Bid.
- 6.5.9 **Additional Information**: It is expected that the bids may be narrowed to a few exceptional offers. If additional information is required prior to final determination, Suppliers are to respond within twenty-four (24) hours from notification of any additional requirements. Failure to do so may exclude them from further evaluation.

6.6 Standard Terms and Conditions:

- 6.6.1 **Executive Orders**: In accepting and entering into any contract resulting from this bid, the Supplier agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto, superseding

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orders and with the regulations promulgated under any of them. The applicable portions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and any amendments thereto are also hereby incorporated by reference.

- 6.6.2 **Federal, State, and Local Laws and Regulations:** The successful Supplier will comply with all laws and regulations on taxes, licenses and permits.
- 6.6.3 **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. 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:
- 6.6.3.1 **Sexual or Violent Offenders Prohibited.** 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 or the Mary Rippy Violent Crimes Offender Act.
- 6.6.4 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of OU's rights under any resulting award.
- 6.6.5 **Prior Course of Dealings:** The parties hereby agree that no 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.
- 6.6.6 **Contract Provisions by Reference:** It is mutually agreed by and between OU and successful Supplier(s) that OU's acceptance of their bid(s) shall be considered by the issuance of order(s) between the parties thereto containing all specifications, terms and conditions, except as amended in the contract(s). Only those terms and conditions of the resulting award(s) will govern. Any exceptions taken by the Supplier(s) will not be incorporated.

6.7 **Bid Information:**

- 6.7.1 **Purchasing Address:**
University of Oklahoma
Purchasing Department
2750 Venture Drive
Norman, OK 73069
- 6.7.2 **Bid Envelopes:** Bid responses shall be sealed and labeled on the outside envelope as follows:
Bid Number: **B-10067-10**
Closing: **Monday, November 16, 2009 2:00 PM CST**
- 6.7.3 **Receipt of Bids**
- 6.7.3.1 **Bids received after the closing time will not be considered.** Bids mailed or hand-delivered directly to the Purchasing Department must be received in sealed envelopes with the name of bidder, bid number and closing date plainly stated on the face of the sealed envelope. Envelopes must contain responses to only one bid. If a Supplier is submitting more than one bid response, each bid should be submitted in a separate envelope.
- 6.7.3.2 The University shall, at the specified closing date and time, open and document the date and time on all bid proposals that are otherwise in order. The University will make no immediate decision at such time. The University will allow interested parties to attend such opening for purposes of learning, which Suppliers have responded. However, the University will not disclose any information contained in any bid proposal until after formal notice of award and execution of any contract resulting from this Invitation to

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Bid. When multiple documents are scheduled to be opened at the same date and time, the University will open documents with individuals present in sequential order by document number. The University may hold unopened any bid proposals received after the closing date and time, and will not consider such bid proposals. The University reserves the right to retain or dispose of such bid proposals at its discretion; however, the University may return such bid proposals to their related Suppliers, but only at such Supplier's request and at no cost or expense whatsoever to the University.

Note: Contact Purchasing for ADA accommodations. (See 6.5.7.2 Invitation to Bid Inquiries)

6.7.4 **Signatures:**

6.7.4.1 **Signature:** Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state if incorporated, and signed by an officer legally authorized by the corporation to sign a contract.

6.7.4.2 **Signature and Affidavit Requirements:** All bids must be signed and the non-collusion affidavit form on page one (1) must be executed and notarized at time of bid submission.

6.7.5 **Discrepancies:** In case of a discrepancy between any stipulated amount written in words and in figures, the stipulated amount written in words shall govern. In a discrepancy between any unit amount and total amount (where applicable), the unit price shall govern.

6.7.6 **Modifications of Bid:** Oral modifications will not be considered. Any bidder may modify their bid in writing prior to the date and time of bid closing. Only modifications received in sealed envelopes with bid number and closing date clearly marked on outside will be accepted. Written confirmation must be received under the same signature as the prior submitted bid. All modifications must be clearly numbered and dated as to determine the final one.

6.7.7 **Withdrawal:** Any bidder may withdraw their bid, either personally or by telegraphic or written request, at any time prior to this Invitation to Bid closing date and time. No bidder may withdraw their bid for a period of thirty (30) days after the opening date to allow time for evaluation, approval, and award. All bid prices will remain as firm fixed prices for the duration of any resulting award and no price increases will be allowed. Failure to comply with this could result in OU's withdrawing the Supplier's name from the list of any future Invitation(s) to Bid.

6.7.8 **Type of Goods:** A bid for goods is to be considered NEW unless otherwise stated. When bidding used, refurbished, reconditioned, remanufactured, discontinued (with stock still available), or any other type of goods, the type being bid must be plainly stated per item or for the complete bid. Failure to comply will be considered cause to cancel any remaining contract and a refusal to consider further bids for contract.

6.7.9 **Alternate Offers:** Bidders are invited to submit more than one bid. When "OR EQUAL" is designated, bids based upon alternates will be considered provided that full descriptive data on such is submitted with the bid.

Note: Unless the following specifications in Part 8.0 of this Invitation to Bid are revised or modified by the University after this Bid is awarded, the Supplier will be expected to deliver goods and/or services herein stated.

6.7.10 **Additional Requirements:** Bidders may list any additional requirements that may not have been addressed in this Invitation to Bid.

6.7.11 **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 1994, § 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.

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6.8 Compliances of the Successful Supplier:

6.8.1 **Compliances:** Successful Supplier shall keep fully informed of and comply with any and all local, city, county, state and federal applicable ordinances, rules, regulations, taxes, permits, licenses, laws, and safety environmental and occupational standards affecting its responsibility to OU, or the rights of its employees, and shall protect and indemnify OU, its employees, officers, and agents against any claims of liability arising from or based on any violation thereof, but not limited to the preceding list.

6.9 **Contract Provisions:** Successful Supplier(s) shall adhere to all provisions of the awarding contract(s). These provisions may include but not be limited to:

- 6.9.1.1 Acceptance and Payment
- 6.9.1.2 Modification, Corrections and/or Suspension of Contract
- 6.9.1.3 Specifications
- 6.9.1.4 Warranty

PART 7.0 - ENVIRONMENTAL SAFETY REQUIREMENTS AND INSURANCE

7.1 Environmental Safety Requirements: All Suppliers providing products and/or services to the University shall comply with the provisions set forth in the following subparagraphs.

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 providing a training and education program for their employees which meets the requirements of the Federal Hazard Communication Standard (29CFR 1910.1200 or 29 CFR 1926.56) and/or the Oklahoma Hazard Communication Standard (Title 40, Sections 401-424) and the OSHA Blood borne Pathogen Standard (29 CFR 1910.1030), if applicable. 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 Supplier, the Supplier 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 and for providing Material Safety Data Sheets (MSDS) 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 ventilation.

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 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 University Fire Marshall.

Successful Suppliers shall ensure that any approved subcontractors comply with these requirements.

7.2 Insurance:

7.2.1 Minimum Requirements:

7.2.1.1 Statutory Workers Compensation	STATUTORY
7.2.1.2 Public Liability Insurance Bodily Injury: each person	\$1,000,000
7.2.1.3 Property Damage: each person	\$1,000,000
7.2.1.4 Per occurrence for all claimants and coverage	\$1,000,000

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- 7.2.2 The successful contractor shall carry on his or her 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, he or she shall also protect himself or herself by liability insurance 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 of a subcontractor or by anyone directly employed by either of them.
- 7.2.3 The successful contractor shall purchase and maintain property insurance upon his work at the site to the full insurable value thereof. If this insurance is written with a stipulated amount deductible under the terms of the policy, the contractor shall pay the difference attributable to such deduction in any payments made by the insurance carrier on claims paid by this insurance.
- 7.2.4 Certificates of such insurance shall be filed with OU and shall be subject to its approval as to adequacy of protection.

PART 8.0 - SPECIFICATIONS AND/OR BID OFFER INCLUDING BID FORMS

- 8.0.1 If quantity ordering price breaks are available, the Supplier shall note accordingly on those items including the quantity amount per each, pkg, case, lot, etc. Like items may be combined for quantity price breaks.
- 8.0.2 Brand name(s), catalog numbers and/or trademark names identified throughout this Invitation to Bid are for reference purposes only to indicate the type of supply required and not to restrict the specifications or limit the bidding.
- 8.0.3 Bids on alternate items will be considered if bids are accompanied with brochure, catalog numbers, and specifications on each alternate item bid.
- 8.0.4 If applicable, bids are to be submitted on a furnish and install basis.
- 8.0.5 If Supplier is submitting a bid for product, is your product export controlled? _____
If yes, please state under what specific regulation _____
Do you agree to mark it export controlled? _____
- 8.0.6 Oklahoma is an energy Conservation State and any comments are welcomed in your bid that would indicate energy savings.
- 8.0.7 Will Supplier accept University Pcard? _____

8.1 Scope of Work

- 8.1.1 The information requested in Attachment A is required to be submitted with the completed bid forms. All information is required in order to properly evaluate each proposal. Each proposal will be evaluated using the information and methodology outlined in Attachment A.
- 8.1.2 Evaluation Criteria
 - 8.1.2.1 Proposals will be evaluated on the initial cost of the equipment and compliance with the requirements of the Purchase Agreement.
 - 8.1.2.2 The specifications establish the minimum requirements required for furnishing the boiler specified. Equipment exceeding these requirements will be evaluated based on the specified value and credit given as appropriate. Likewise, equipment that does not meet or exceed the specified values will be evaluated accordingly.
- 8.1.3 The scope of this contract is the purchase of 60,000 lb/hr, 275 psig packaged water tube steam boiler for the Steam and Chilled Water Plant Upgrade Project at the Steam and Chilled Water Plant at the University of Oklahoma Health Sciences Center in accordance with the Contract and Specifications Section 15625 (Attachment A), Packaged Water Tube Steam Boiler, as prepared by Frankfurt-Short-Bruza Associates, P.C. The equipment specified will be purchased by the Health Sciences Center for installation under a

future Steam and Chilled Water Plant Upgrade Project contract. The equipment shall be furnished complete with all items included in the specifications.

8.2 Pricing

Packaged Water Tube Steam Boiler	\$ _____
Economizer	\$ _____
Forced Draft Fan	\$ _____
Dual Fuel Burner Assembly	\$ _____
Induced Flue Gas Recirculation System (Alternate No. 1)	\$ _____
Shipping / Delivery Charges	\$ _____
Total Cost	\$ _____

ATTACH ANY PERTANENT INFORMATION TO YOUR RESPONSE FOR THIS BID.

PART 8.3 - IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID

CERTIFICATE OF COMPLIANCE with Executive Order 11246 (as amended) for Contracts in Excess of \$10,000

In entering into any resulting contract, as applicable, over \$10,000 the contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Orders 11375 and 11141 and as supplemented in Dept. of Labor regulations (41CFR Part 60 et. seq.). These specific requirements state:

1. "Equal Opportunity Clause"

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

- (A) The contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff 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.
- (B) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, sex, religion, color or national origin.
- (C) 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.
- (D) 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.
- (E) 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.
- (F) 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 cancelled, terminated or suspended in whole or in 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.
- (G) 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.

II. Certification of Nonsegregated Facilities:

By the submission of this bid and/or acceptance of purchase orders 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 washrooms, 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 or national origin, 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).

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

CERTIFICATION

If awarded this contract _____ agrees to comply with the provisions of Clauses I and II above. (Company)

(Signature)

(Date)

(Title)

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**PART 8.4 - IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID
CERTIFICATE OF COMPLIANCE with Executive Order 11246 (As Amended) for Contracts in Excess of \$50,000.**

In entering into any resulting contract, as applicable, over \$50,000 the contractor agrees to comply with Equal Employment Opportunity and Affirmative Action requirements stipulated in Executive Order 11246 as amended, by Executive Orders 11375 and 11141 and as supplemented in Dept. of Labor regulations (41 CFR Part 60 et. seq.). These specific requirements are:

- I. 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-6) 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.
- II. 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:
 - a. Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.
 - b. 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.
 - c. A table of job classifications.
 - d. Approval by an executive official of the contractor.
 - e. Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:
 - 1) an analysis of minority group representation in all job categories.
 - 2) 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.
 - 3) an analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.
 - f. 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.
 - g. 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 the provisions of Clauses I and II above.
(Company)

(Signature)

(Date)

(Title)

CERTIFICATION NOT NECESSARY IF COMPANY HAS LESS THAN 50 EMPLOYEES.