

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



**REQUEST FOR PROPOSAL**

**RFP# R-10076-10**

**Removal and Installation of New  
Basketball Court for Health Club**

**Issue Date: November 3, 2009**

**\*Site Visit: November 10, 2009 at 9:00 AM CST**

**Close Date/Time: November 13, 2009 at 2:00 PM CST**

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For questions regarding this Request for Proposal contact:

Kent Depe, Buyer, email: [kent-depe@ouhsc.edu](mailto:kent-depe@ouhsc.edu)

Phone (405) 325-2818 Fax (405) 329-8438

**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 following:

1. Purchase a new basketball court to replace our existing one (14 years old).
2. Removal and disposal of existing court.
3. Installing the new court, painting new lines and graphics.
4. Set up a maintenance agreement to refinish the new court for the next 5 years.

**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.

<b>University Component</b>
Main University – Norman
Center for Graduate Studies – Tulsa
<b>OU Health Sciences Center (OUHSC) – Oklahoma City</b>
OU – Tulsa Campus
OUHSC Nursing Program – Lawton
OUHSC Family Medicine Clinic – Enid
OUHSC College of Medicine – Tulsa
George Nigh Rehabilitation Institute – Okmulgee

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## 2.0 GENERAL INFORMATION AND INSTRUCTIONS

### 2.1 University Demographics

Created by the Oklahoma Territorial Legislature in 1890, the University of Oklahoma is a doctoral degree-granting research university serving the educational, cultural, economic and health-care needs of the state, region and nation. The Norman campus serves as home to all of the university's academic programs except health-related fields. Both the Norman and Health Sciences Center colleges offer programs at the Schusterman Center, the site of OU-Tulsa. The OU Health Sciences Center, which is located in Oklahoma City, is one of only four comprehensive academic health centers in the nation with seven professional colleges. OU enrolls more than 30,000 students, has more than 2,400 full-time faculty members, and has 20 colleges offering 158 majors at the baccalaureate level, 167 majors at the master's level, 81 majors at the doctoral level, 26 majors at the doctoral professional level, and 24 graduate certificates. The university's annual operating budget is \$1.46 billion. The University of Oklahoma is an equal opportunity institution. (2/6/09)

- OU ranks number one in the nation among all public universities in the number of National Merit Scholars enrolled per capita.
- The Princeton Review has ranked OU among the best in the nation in terms of academic excellence and cost for students.
- OU's 2008-2009 freshman class is the highest ranked freshman class at a public university in state history.
- OU has over a \$1.5 billion impact on the state's economy each year.
- OU ranks first in the Big 12 and at the top in the nation in international reciprocal exchange agreements with universities around the world. The University has 174 student exchange agreements with universities in 66 countries. More than 1,500 students from almost 100 countries are enrolled on OU's Norman campus.
- OU produced its 27th Rhodes Scholar last year ranking it highly among public institutions nationwide in the total number of Rhodes Scholars.
- OU is among the top universities in the nation in Goldwater Scholarship for math and science winners, with 12 in the past four years.
- OU is one of the few public universities in the nation to cap the class size of first-year English composition courses at no more than 19 students as well as all Honors Courses.
- OU ranks in the top 10 in the nation among most wired colleges, one of only a few universities to achieve the ranking two years in a row.
- OU's business entrepreneurship program ranks among the 10 best in the United States.
- OU's Campaign for Scholarships has allowed the university to double new scholarships for students in just four years.
- The Campaign for Scholarships is continuing, and in March 2008 surpassed its goal of raising \$100 million for endowed scholarships. To date, almost \$115 million in scholarship endowments have been donated or pledged.
- OU has increased from 100 to 539, the number of endowed faculty positions in the past 13 years, demonstrating a strong commitment to excellence.
- OU continues to break private fund-raising records, with more than \$1.4 billion in gifts and pledges since 1994, which has provided funding for dramatic capital improvements, the growth in faculty endowment and student scholarships.
- OU has the academically highest ranked student body at a public university in Oklahoma.
- In the past two years, OU's petroleum engineering team won back-to-back national championships in the "PetroBowl" Competition.
- Since 1994, research and sponsored programs expenditures at OU have more than doubled, and OU continues to set new records for funding for externally sponsored research. OU ended FY 2008 with total expenditures of more than \$275 million.
- The OU Health Sciences Center in FY 2008 continued its impressive rate of sponsored research, training, and public service growth by achieving more than \$141 million in federal, state, corporate and nonprofit or foundation grants and contracts. Funding from the National Institutes of Health – considered to be the gold standard for research – was \$51 million.
- Since 1995, almost \$1.5 billion in construction projects have been completed, are under way or are forthcoming on OU's three campuses, the largest of which is the \$67 million National Weather Center.
- OU is home to one of the two largest natural history museums in the world associated with a university. The Sam Noble Oklahoma Museum of Natural History has more than 7 million artifacts and contains 195,000 square feet on 40 acres of land. The museum exhibits include the largest Apatosaurus on display in the world and the oldest work of art ever found in North America — a lightning bolt painted on an extinct bison skull.
- The Fred Jones Jr. Museum of Art's collections total more than 10,000 works of art, including OU's Weitzenhoffer Collection of French Impressionism, the single most important gift of art ever given to a U.S. public university; the Adkins Collection, among the most important private collections in the nation of works by the Taos artists as well as Native American works of art; the former U.S. State Department Embassy art collection; and the Dorothy Dunn collection of Native American art.
- OU's Western History Collection is one of the largest collections in the world of documents and photographs, including a rare multivolume portfolio on the Indians of the United States and Alaska by Edward S. Curtis.

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- Set to open in 2010, the OU Cancer Institute is on track to become Oklahoma's first and only National Cancer Institute-designated comprehensive cancer center. Achieving this designation, the gold standard for cancer research and care in the United States, means that Oklahomans will no longer need to travel 450 miles out of state for comprehensive, state-of-the-art cancer care.
- The University of Oklahoma has established a comprehensive diabetes center with operations on the OU campuses in Oklahoma City and Tulsa to provide statewide leadership in diabetes treatment, research, prevention, information, education and awareness. The Harold Hamm Oklahoma Diabetes Center provides access to the latest developments in diabetes care and management through the clinical trials hosted by the center.
- A major beautification campaign has transformed the appearance of the OU Health Sciences Center in Oklahoma City. The project replaced a divided highway through campus with seven tiered gardens featuring traditional OU arches at each end. The pedestrian walkways landmarks include an OU Seed Sower sculpture at the west end, a clock tower at the east end, and a 70-foot granite fountain in the center.
- OU has strong programs in international and area studies, with an International Programs Center led by Zach P. Messitte, a foreign policy expert with a doctorate in international politics whose experience includes working for the United Nations and CNN.
- For the outdoor improvements to the Norman campus — gardens, fountains, sculptures, benches — the University of Oklahoma has won first place in the education category for Beautification and Landscaping in the statewide environmental competition. Gifts of over \$3 million have permanently endowed OU's gardens.
- With nearly 400 doctors, OU Physicians is the state's largest physician group. Our practice encompasses almost every adult and child specialty. Many OU Physicians have expertise in the management of complex conditions that is unavailable anywhere else in the state, region or sometimes even the nation. Some have pioneered surgical procedures or innovations in patient care that are world firsts.
- About 125 of OU Physicians' doctors are OU Children's Physicians. These board-certified pediatric specialists committed their training and, now, their practices to the care of children. Many children with birth defects, critical injuries or serious diseases who can't be helped elsewhere come to OU Children's Physicians. Oklahoma doctors and parents rely on OU Children's Physicians depth of experience, nationally renowned expertise and sensitivity to children's emotional needs.
- The University of Oklahoma maintains one of the three most important collections of early manuscripts in the history of science in the United States. It includes Galileo's own copy of his work, which first used the telescope to support the Copernican theory, with corrections in his own handwriting.
- The University of Oklahoma Libraries has added its 5 millionth volume, continuing a commanding lead as the state's largest research library and claiming one of the top two spots in size among Big 12 libraries.
- OU's Julian P. Kanter Political Commercial Archive houses the world's largest collection of political commercials. With more than 95,000 commercials, the archive includes political advertisements dating back to 1936 for radio and 1950 for television.
- The highly acclaimed journal of international literature, *World Literature Today*, is published at the University of Oklahoma.
- OU is home to the Neustadt International Prize for Literature, considered to be second in prestige only to the Nobel Prize and often referred to as the "American Nobel." Twenty-six Neustadt laureates, candidates and jurors have won the Nobel Prize in the past 38 years.
- The OU Cousins program matches U.S. and international students to share informal and social experiences. Students may volunteer to live on international floors with half of the residents from the United States and half from other countries.
- Dance Magazine places the OU School of Dance in the top three of all dance programs in the country.
- OU's 271-acre Research Campus is anchored by the Stephenson Research and Technology Center, where cutting-edge research into life science fields ranging from robotics to genomics studies is taking place, and the National Weather Center, which houses OU's academic and research programs in meteorology and the National Oceanic and Atmospheric Administration's Norman-based weather, research and operations programs.
- OU's largest supercomputer debuted as the fastest in the Big 12 and in Oklahoma history and among the top four among U.S. universities (excluding the big three National Science Foundation supercomputing centers).
- Since its creation in 1998, OU's Office of Technology Development has created 36 companies that have generated more than \$84 million in capital, more than \$10 million in cash and more than \$30 million in current estimated equity value for the university. In addition, the companies have created in excess of 150 jobs, which pay on average nearly twice the median household income in Oklahoma.
- OU's debate team made history in winning the tournaments at Harvard, Northwestern and Wake Forest, in addition to the National Intercollegiate Debate Championship.
- OU's College of Education continues to be ranked in the top 10 percent of all graduate colleges of education by U.S. News & World Report.
- The OU College of Law had a bar passage rate of 97 percent in 2008, which placed OU among the very best in the nation.
- A major building project has doubled the size of the Law Center, refurbishing classrooms and creating a new library, a cutting-edge courtroom, and expanded student lounge and office facilities.
- OU President David Boren, a former U.S. senator and governor of Oklahoma, teaches an introductory course in political science each semester, and keeps in close touch with students.

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- OU has one of the oldest comprehensive colleges of fine arts in the Great Plains states, with highly regarded schools of Music, Drama, Art and Dance, and programs in opera, musical theater, and sculpture.
- OU has won awards for new initiatives to create a sense of family and community on campus. OU is one of the very few public universities to twice receive the Templeton Foundation Award as a “Character Building College” for stressing the value of community.
- The University of Oklahoma has consistently been designated as one of America’s 100 Best College Buys by Institutional Research & Evaluation, an independent higher education research and consulting organization.
- OU has established a faculty-in-residence program with faculty members and their families living in apartments in the student residence halls.
- Price College is ranked as one of the nation’s top business schools at the undergraduate and graduate levels. Price College ranks in U.S. News & World Report’s top 50 in undergraduate business schools and in the top 15 in undergraduate business specialties for international business.
- OU is one of a small number of Division I-A universities in the nation to receive the CHAMPS award for preparing student-athletes for life. The award is based on academic excellence, athletic excellence, personal development, community service and career development.
- The Oklahoma Daily, OU’s student newspaper, and Sooner yearbook are consistently ranked among the best in the country.
- More Native American languages are taught for college credit at OU than at any other university in the world.
- The Gaylord College of Journalism and Mass Communication at OU is home to the Native American Journalists Association, the oldest and largest international organization for indigenous journalists.
- OU has been recognized as an outstanding university for Hispanic students by Hispanic Outlook in Higher Education magazine.
- The Carl Albert Congressional Research and Studies Center — the only congressional studies center located at a comprehensive research university — houses the papers of more than 50 current and former members of Congress, making it the nation’s leading research center for congressional studies.
- OU’s journalism and mass communication school was elevated to college status, thanks to a \$22 million gift from Edward L. Gaylord on behalf of the Gaylord family of Oklahoma City.
- The OU Health Sciences Center is one of only four comprehensive academic health centers in the nation with seven professional schools. It includes the colleges of Allied Health, Dentistry, Medicine, Nursing, Pharmacy, Public Health and Graduate Studies.
- The Donald W. Reynolds Department of Geriatric Medicine, established at the OU Health Sciences Center with an \$11.2 million grant from the Reynolds Foundation, is one of the premier programs in education, research and service to elders.
- OU is the only public university in Oklahoma to be included in the Fiske Guide to Colleges, which lists the top 10 percent of all U.S. universities.
- The Department of Communication’s doctoral program is ranked among the top 20 programs in the country.
- The University frequently hosts national and international scholars and policymakers during major national conferences and symposia. Over the past few years, guests have included former President George Bush; former U. S. Secretary of State Colin Powell; New York City Mayor Michael Bloomberg; former Vice President Al Gore; presidential historian Michael Beschloss; U.S. Supreme Court Justice Stephen Breyer; former British Prime Minister Margaret Thatcher; Nobel Peace Prize winner Archbishop Desmond Tutu; former President of Mexico Vicente Fox; and award-winning broadcast journalist Katie Couric.
- OU’s A. Max Weitzenhoffer Musical Theatre Program is one of the very few university programs in the nation that provides students an opportunity to be in the same cast with professional Broadway actors in brand-new productions.
- The OU Press is the oldest in the Great Plains states and ranks among the 20 most important university presses in the United States. It is a leading publisher of books about Native Americans and the American West.
- The OU College of Law publishes the only law journal in the United States devoted exclusively to Native American legal issues.
- OU finished among the top 25 eight times in the last nine years in the U.S. Sports Academic Director’s Cup Standings, which measures the overall strength of each Division I-A athletics program.
- A \$50 million gift from the George Kaiser Family Foundation – the largest single gift the university has ever received – will help create the OU School of Community Medicine. The school’s mission will be to improve the overall health status of underserved Oklahoma areas, both rural and urban, through community-based medicine.
- In 1999, a \$10 million grant to OU from the Charles and Lynn Schusterman Family Foundation of Tulsa supported the purchase of the BP Amoco property in Tulsa, enabling OU to establish a new community-based campus for the University’s Tulsa programs.
- In 2003, the Schusterman Family underlined their support of OU in Tulsa with the announcement of a \$10 million challenge grant for OU-Tulsa that will be used to help complete the first phase of the campus master plan for the Schusterman Center and will allow OU-Tulsa to expand degree programming in key areas.

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- First- and second-year students receive outstanding instruction and mentoring under a program that brings over 50 retired full professors back to campus to teach their introductory courses.
- OU's Center for Continuing Education is one of the largest in the nation and serves 200,000 learners around the world.
- The OU Sooners have won 26 national championships in men's and women's sports with the latest coming in 2008 when the men's gymnastics team won its fifth title in seven years.
- More than 80 Sooner student-athletes earned Academic All-Conference honors, and a total of 10 teams recorded team GPAs of 3.0 or better.
- More than 200 Sooner student-athletes were named to the Big 12 Commissioner's Honor Roll. A total of 69 OU student-athletes recorded a 4.0 GPA.
- The Athletics Department became just the second Division 1 winner of the Prism Award, recognizing best practices in sports management.

**2.2 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.

**2.3 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.

**2.4 Schedule of Events**

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

11/4/09	Issue RFP
11/10/09 at 9:00 AM CST	Suppliers Visit University Site
<u>SITE VISIT DETAILS</u> SITE VISIT BEGINS PROMPTLY AT 9:00 AM CST. PLEASE DO NOT BE LATE! Address: University Health Club - 1110 N. Lincoln, Oklahoma City, OK. Parking: Visitor parking available in parking lot in front of building. Site Visit Beginning Location: We will gather and start in the main lobby, 1 <sup>st</sup> floor. Site Visit Time Period: Please allow approx. 45 minutes. For Directions, Contact: Kelley Spelman or Operator/Receptionist 405/271-1650.	
11/13/09 at 2:00 PM CST	RFP Closes
TBD	Complete Evaluations
Approx. 11/18/09	Award Notification
TBD	Receipt of Insurance
12/14/09 through 1/15/09	Removal and Installation

**2.5 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
Kent Depe, Buyer	405/325-2818

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**2.6 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.

**2.7 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 Buyer Kent Depe at (405) 325-2818 and appropriate accommodations will be made.

**2.8 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

To the extent applicable to this Request for Proposal, 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.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Supplier 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.

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“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.

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(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.

**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](http://www.ouhsc.edu) and [www.ou.edu](http://www.ou.edu).

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**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.

### 3.0 DEFINITIONS

**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.

**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."

**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.

**Respondent** - Same as Supplier.

**Provider** - 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.

**Response** - Same as Proposal.

**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**

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, 2009 and ending June 30, 2010. Provided however that the University, as an agency of the State of Oklahoma, 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 terminate any contract at any time upon 30 days notice and 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. 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, as applicable; and so requires under this RFP in an amount to be not less than \$100,000. 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.

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**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;
- 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

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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, 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.

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- 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.

**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. To the extent applicable by Okla. Stat. Ann. tit. 25, §1313, or Exec. Order No. 12989, 8 USCA §1324a (Feb. 13, 1996) as amended in 73 Fed. Reg. 33285 (June 6, 2008), Contractor certifies that it is registered with and participates in the Status Verification System ("E-Verify"). Further, in accordance with Okla. Stat. Ann. tit. 68, §2385.32, Contractor verifies that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4). 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 Act or the Mary Rippy Violent Crimes Offender Act.

**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**

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. 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.

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**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, with late payment and interest calculated as provided by Oklahoma law.

**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, 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
Public Liability Insurance Bodily Injury: each person	\$1,000,000
Property Damage: each person	\$1,000,000
Per-Occurrence for All Claimants and Coverage	\$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.

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#### 4.1.28 Environmental Safety Requirements

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

Vendors shall comply with all applicable Federal, State, and Local environmental, occupational, and safety statutes, regulations, and guidelines. Vendors 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.

Vendors 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 vendors shall submit proof of such training and education program prior to award.

Vendors 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 vendors are the responsibility and property of such vendors. Vendors 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.

Vendors 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.

Vendors 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. Vendors/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

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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 vendors shall ensure that any approved 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](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](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.

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

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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.

#### **4.2 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 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

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- 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 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.

#### **4.2.8 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.

#### **4.2.9 Supplier Visits to University Site(s)**

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 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 the section titled "Instructions / Schedules / Information."

#### **4.2.10 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

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**4.2.11 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. 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.

**4.2.12 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.

**4.2.13 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.

**4.2.14 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.

**4.2.15 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.

**4.2.16 Proposal Submission and Opening**

The University shall, at the specified closing date and time, open and document the date and time on all 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 Proposal until after formal notice of award and execution of any contract resulting from this RFP. 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

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unopened any Proposals received after the closing date and time, and will not consider such Proposals. The University reserves the right to retain or dispose of any such Proposals at its discretion; however, the University may at its discretion, return such Proposals to their related Suppliers, but only at such Supplier's request and at no cost or expense whatsoever to the University.

**4.2.17 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.

**4.2.18 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.

**4.2.19 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).

**4.2.20 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.

**4.2.21 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

**4.2.22 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.

**4.2.23 Rejection of Supplier Counter-offers, Stipulations and Other Exceptions**

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.

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**4.2.24 University's Right to Use Supplier's Ideas / Proprietary Information**

If the Supplier needs to submit Proprietary Information with the Proposal, the Supplier shall ensure that it is enclosed in a separate envelope from the Proposal and that it is clearly designated and conspicuously labeled as such.

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, 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.

**4.2.25 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.

**4.2.26 Public Record**

Once finalized, 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.

**4.2.27 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:

KENT DEPE, BUYER
Purchasing Department
University of Oklahoma
2750 Venture Drive
Norman, OK 73069
405 325-2818

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.

For questions regarding this Request for Proposal contact:

Kent Depe, Buyer, email: [kent-depe@ouhsc.edu](mailto:kent-depe@ouhsc.edu)

Phone (405) 325-2818 Fax (405) 329-8438

**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 2.4 – 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.

**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.

For questions regarding this Request for Proposal contact:

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**4.4.2 Transmittal**

Suppliers shall submit the original and two (2) copies of the RFP to the address below. Sealed Proposals shall be opened by the Purchasing Department at the address indicated below and at the time and date indicated in 4.4.5 of this Request for Proposal.

Purchasing Department
University of Oklahoma
2750 Venture Drive
Norman, OK 73069

**4.4.3 Faxes Not Accepted**

The University shall not accept Proposals sent by fax or electronic mail.

**4.4.4 Binding and Marking**

Suppliers shall ensure that the original and each copy are individually bound. When submitting more than one Proposal, Suppliers shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.

**4.4.5 Marking of Envelopes**

Suppliers shall ensure that sealed transmittal envelopes clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal.

<b>RFP # R-10076-10</b>
<b>Closing date: November 13, 2009 at 2:00 PM CST</b>

For questions regarding this Request for Proposal contact:

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## 5.0 SPECIFICATIONS *(SUPPLIER COMPLETES)*

### 5.1 Detailed Specifications

The University of Oklahoma invites interested vendors to submit proposals for the removal of current basketball court as well as the purchase, delivery, and installation of a new basketball court at the University Health Club in Oklahoma City.

The University would like to trade in the existing court and have it applied as a credit towards the purchase of the new court.

The University also desires to establish a maintenance contract for the court for an additional 4 years consisting of screening and recoating of the court and Complete sanding, refinishing, and applying matching lines and graphics. Actual estimates will be requested prior to work being started.

The University seeks to contract with a company with an established track record in delivering, refinishing, and installing basketball courts. Proposals will be evaluated based upon pricing, history of successful installations, customer references, installation timeline, and the completeness of response.

### 5.2 Minimum Requirements

#### 5.2.1 New Basketball Court

5.2.1.1 New basketball court measuring 122'L x 73'W (on concrete)

5.2.1.1.1 Current court photos. **See attachment A and B.**

5.2.1.2 Court Wood Material: Maple, Grade #1, Tongue & Groove, 25/32" TH. x 2 1/4" W.

5.2.1.3 Sub-Floor System: In general, of vapor barrier cushioned wood sleepers, a Smart Panel, Mach 1, Power Play, or equivalent, for ventilation.

5.2.1.4 Application of painted game lines, graphics, and finish

5.2.1.4.1 Graphics: Crimson OU Logo and University Health Club lettering

5.2.1.4.1.1 **See Attachment C and D.**

5.2.1.4.2 Lines: 3 Basketball (1 at 2", 2 at 1") and 3 Volleyball (1 at 2", 2 at 1")

5.2.1.4.3 Sleeves: 6 hole/sleeves for Volleyball poles

5.2.1.5 Delivery and full Installation

### 5.3 University of Oklahoma Responsibilities

5.3.1 The University will assign a lead project manager and any other campus resources that may be required throughout the implementation of this project.

5.3.2 Allow access to installation site

### 5.4 Vendor Responsibilities

5.4.1 Provide specifications of proposed court

5.4.2 Remove and disposal of existing court

5.4.3 Apply subfloor and anti-shock system

5.4.4 Apply court floor

5.4.5 Sand and apply painted game lines, graphics, and finish

5.4.6 Complete installation

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5.4.7 Proposal should include any other components, services or features for the University's consideration

**5.5 Project Timeframe**

5.5.1 Installation date for new court will start after December 14, 2009 and must be completed by January 15, 2010.

5.5.1.1 Can vendor meet the timeline requirement? Yes \_\_\_\_\_ No \_\_\_\_\_

**5.6 Finish Application & Air Safety**

5.6.1 The application of the finish must be properly and adequately ventilated to insure safety for persons on the OU campus. Please explain wood finish proposal and plan:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5.7 Pricing**

5.7.1 Removal and Disposal of Existing Court \$ \_\_\_\_\_

New Basketball Court (materials and complete installation) \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**5.8 Estimated Future Maintenance Pricing, Years 2-5**

5.8.1 Screen and recoat court \$ \_\_\_\_\_

5.8.2 Sand to bare wood and refinish court \$ \_\_\_\_\_

**5.9 Warranty**

5.9.1 Please state warranty, included in the price of the above item(s) \_\_\_\_\_

5.9.2 Please state Optional "extended" warranty information and price \_\_\_\_\_

**5.10 Sub Floor System**

5.10.1 Provide full details of Sub-Floor System you plan to install

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For questions regarding this Request for Proposal contact:

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**5.11 Association Membership**

**5.11.1** Is vendor a member of the Maple Flooring Manufacturing Association (MFMA)?

Yes \_\_\_\_\_ No \_\_\_\_\_

**5.12 References**

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

Customer Company Name	Contact Person	Telephone Number

**5.13 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:

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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 \_\_\_\_\_
SIGNATURE \_\_\_\_\_
NAME , TITLE \_\_\_\_\_
PRINCIPAL ADDRESS \_\_\_\_\_
CITY/STATE/ZIP \_\_\_\_\_
PHONE/EMAIL \_\_\_\_\_
ORDER ADDRESS IF DIFFERENT \_\_\_\_\_
CITY/STATE/ZIP \_\_\_\_\_
PHONE/EMAIL \_\_\_\_\_

DATE OF DELIVERY \_\_\_\_\_
DISCOUNT PAYMENT TERMS \_\_\_\_\_
ACCEPT UNIVERSITY PCARD \_\_\_\_\_
SEAL OR STAMP
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
NOTARY PUBLIC (OR CLERK OR JUDGE)
My Commission Expires: \_\_\_\_\_

For questions regarding this Request for Proposal contact:

Kent Depe, Buyer, email: kent-depe@ouhsc.edu

Phone (405) 325-2818 Fax (405) 329-8438

**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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

For questions regarding this Request for Proposal contact:

Kent Depe, Buyer, email: [kent-depe@ouhsc.edu](mailto:kent-depe@ouhsc.edu)

Phone (405) 325-2818 Fax (405) 329-8438

The University of Oklahoma

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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 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, or national origin. 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 or national origin.

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 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).

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:

Kent Depe, Buyer, email: [kent-depe@ouhsc.edu](mailto:kent-depe@ouhsc.edu)

Phone (405) 325-2818 Fax (405) 329-8438

**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 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-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.

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:**

**Kent Depe, Buyer, email: [kent-depe@ouhsc.edu](mailto:kent-depe@ouhsc.edu)**

**Phone (405) 325-2818 Fax (405) 329-8438**

**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 \_\_\_\_\_ 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:**

**Kent Depe, Buyer, email: [kent-depe@ouhsc.edu](mailto:kent-depe@ouhsc.edu)**

**Phone (405) 325-2818 Fax (405) 329-8438**