



# **INVITATION TO BID**

**B-10074-10**

**ISSUE DATE: October 28, 2009**

**CLOSE DATE: November 18, 2009**

**2:00 PM CST**

**DEMOLITION OF SOUTH CAMPUS**

**BUILDING 87**

UNIVERSITY OF OKLAHOMA  
PURCHASING DEPARTMENT  
2750 VENTURE DR.  
NORMAN, OK 73069  
TELEPHONE: 405-325-2811

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

## Issues this Invitation to Bid # B-10074-10 for

DEMOLITON OF SOUTH CAMPUS 87 FOR THE UNIVERSITY OF OKLAHOMA PHYSICAL PLANT

A MANDATORY SITE VIST IS SCHEULDED ON NOVEMBER 10, 2009 at 1:00 PM CST AT THE FOLLOWING LOCATION:

UNIVERSITY OF OKLAHOMA  
BUILDING 87, SOUTH CAMPUS  
2805 SOUTH JENKINS AVENUE  
NORMAN, OKLAHOMA

CONTACT BRAD LARSON AT [brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu) to confirm you attendance.

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

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

FIRM \_\_\_\_\_

DATE OF DELIVERY \_\_\_\_\_

SIGNED BY \_\_\_\_\_  
NAME AND TITLE

DISCOUNT PAYMENT TERMS \_\_\_\_\_

City/State/Zip \_\_\_\_\_

ACCEPT UNIVERSITY PCARD \_\_\_\_\_  
SEAL OR STAMP

ORDER ADDRESS IF DIFFERENT/CITY/STATE/ZIP \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

NOTARY PUBLIC (OR CLERK OR JUDGE) \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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

EMAIL ADDRESS \_\_\_\_\_

Supplier agrees to comply with all terms and conditions herein

**NOTE: Sealed bids invalid if not signed and notarized**

For questions regarding this Invitation to Bid contact:  
Brad Larson, Senior Buyer, [brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu), or  
Nathan Baird, Buyer, [nathan-baird@ouhsc.edu](mailto:nathan-baird@ouhsc.edu)  
FAX 405-360-0481  
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**IF THE DOCUMENTS ON THIS PAGE DO NOT MEET YOUR ACCESSIBILITY REQUIREMENTS, PLEASE CONTACT BRAD LARSON AT 405-325-8965 AND APPROPRIATE ACCOMMODATIONS WILL BE MADE.**

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**PART 1.0- INTRODUCTION**

- 1.1. **General:** The University of Oklahoma is in need of a company to furnish all technical personnel, labor, materials, and equipment necessary for the demolition of South Campus 87 on the Norman campus for the OU Physical Plant.
- 1.2. **Award:**
- 1.2.1. An order will be awarded to Suppliers whose bid is considered to be in the best interest of OU, as determined by the University.
- 1.2.2. Each order will reference this Invitation to Bid for pricing and terms and conditions and will note the delivery location if applicable.
- 1.2.3. When multiple documents are scheduled to be opened the same date and time, documents with individuals present for the public openings will be opened in sequential order by document number.
- 1.2.4. To avoid the cost and time of repeating the bid process for any additional orders for the item(s) or project specified within, Suppliers should state Prices firm for 90 calendar days.
- 1.2.5. In submitting a response to this bid, the Supplier agrees to offer the same prices, terms and conditions to all other institutions within the Oklahoma State Regents for Higher Education system. Successful Supplier authorized to apply shipping adjustments via the prepay and add method when shipping to institutions outside of the Oklahoma City, Oklahoma metropolitan area.
- Yes \_\_\_\_\_ No \_\_\_\_\_

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**PART 2.0 - GENERAL INFORMATION**

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

<u>Date/Time</u>	<u>Action</u>
October 28, 2009	Issue Bid
November 10, 2009; 1:00 PM CST	<b>Mandatory Site Visit</b>
November 13, 2009; 5:00 PM CST regard to this	Last date and time OU will accept questions in Invitation to Bid
November 13, 2009	Projected last date OU will issue an addendum
November 18, 2009; 2:00 PM CST	Invitation to Bid Closes
December 1-2, 2009 Required)	Board of Regents Meeting (Approval of Award

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

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**PART 3.0 BID ORGANIZATION**

3.1. **Bid Organization:**

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

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

3.1.1.2. Any additional responses in corresponding sequence order

3.1.1.3. Any additional supporting documentation

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

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

3.1.4. **Copies of Bids:**

3.1.4.1. **One (1) original bid offer is to be furnished and three (3) copies as well as one (1) electronic copy(s) in compact disc format.**

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

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

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

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

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

3.1.7.

3.2. **Bid Bonds/Insurance or other required documents**

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

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

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

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

**PART 4.0 - BIDDER INFORMATION**

4.1. **Business Information:**

4.1.1. If contact individual for this bid is different from the signature affixed to this offer, so state:  
Name: \_\_\_\_\_ Company Title \_\_\_\_\_  
\_\_\_\_\_  
Phone number \_\_\_\_\_ Fax number \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

4.1.5. For State of Oklahoma Suppliers only: Are you registered as an Oklahoma Severely Handicapped Supplier?  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

Furnish name and phone number of three references:

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

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

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

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

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**PART 5.0 - DEFINITIONS**

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

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**PART 6.0 - INSTRUCTIONS TO BIDDER**

**6.1 OU will not consider any exceptions to this Part 6.0. Suppliers may not submit exceptions to Part 6.0.**

6.2 Terms and conditions below will govern the submission and evaluation of bids and the award. Bidders are requested to carefully review the following:

6.3 **Award Status:** The response to this Invitation to Bid will be considered as a legal offer to contract. An acceptance of any bid will be issued by OU in accordance with the following paragraphs of this section and constitutes a legal and binding contract.

6.3.1 **Contract Format:** The resulting OU acceptance will incorporate this Invitation to Bid.

6.3.2 **Termination for Cause:** If the contractor should be adjudged bankrupt, or if the contractor should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of the contractor's insolvency, or if the contractor should persistently or repeatedly refuse or fail to perform any of the provisions of the contract to make progress as to endanger performance in accordance with its terms or to meet the delivery dates as specified herein, except in cases for which extension of time is provided, to carry on as required by the contract, or if the contractor should fail to make prompt payment to subcontractors, or persistently disregards laws, ordinances or the instructions of OU representatives or otherwise be guilty of a substantial violation of any provision of the contract, then OU may without prejudice to any other right or remedy, terminate the agreement or, at OU's discretion, provide a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.

6.3.2.1 If a Show Cause Letter is issued, Contractor shall have ten (10) days to reply to the Show Cause Letter and indicate why the contract should not be terminated.

6.3.2.2 Contractor shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter.

6.3.2.3 If the noncompliance is not cured within thirty (30) days, OU may terminate the contract on a schedule it presents to Contractor.

6.3.2.4 In the event all or any part of the contract is terminated, OU may take possession of any and all materials and finish the contract by whatever methods OU may deem expedient, procuring goods and/or services similar or substantially similar to those so terminated.

6.3.2.5 In such case, the contractor shall not be entitled to receive any further payment until the contract is finished.

6.3.2.6 The Supplier shall be liable for any excess costs to OU to continue the performance of the remaining balance of the contract. The rights and/or remedies of OU under this

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clause shall not be exclusive and are in addition to any other rights and/or remedies provided by law or this contract.

6.3.2.7 The expense incurred by OU as herein provided and the damage incurred through the contractor's default, shall be certified by OU's representative. Rights and/or remedies of OU under this clause shall not be exclusive and are in addition to any other rights and/or remedies prevailed by law and/or this contract.

6.3.2.8 If any contractor fails to complete any contract(s) awarded from this Invitation to Bid in full compliance with these specifications, OU has the option to refuse to consider further bids for contract.

6.3.3 **Contract Information:** Specifications and/or general information obtained from any office, agent, or employee of OU or any other person shall not affect the risks or obligations assumed by the Supplier or relieve the Supplier from fulfilling any of the conditions of the awarded contract.

6.3.4 **Contract Modification:** All modifications and/or changes to the contract must be agreed to in writing by both parties prior to executing any change.

6.3.5 **Contract Assignment or Sublet:** Resulting contract shall not be assigned, transferred, or sublet in whole or in part without OU's prior written approval.

6.3.6 **Contract Discount:** Discounts will be computed from the date of receipt of a properly executed invoice or the date of completion of service in a satisfactory condition, whichever is later.

6.3.7 **Contract Disputes:** In case of any contract dispute or difference of opinion as to the goods, services, terms, and conditions of the contract, the OU Vice President for Administrative Affairs and/or his designee shall make the final and binding decision.

6.3.8 **Contract Payment:** Contract payment will be made in full after services and/or items have been accepted as satisfactory by OU. State statutes preclude any advance payments and payments for goods and services that are not complete or acceptable. Payment provisions shall be in arrears, with any late payment and interest calculated as provided by Oklahoma law.

6.3.9 **Contract Prices:** In the event of a decrease in the regular list price during the term of this contract, OU shall receive the benefit of such through a reduction in the contract price and in direct proportion thereof; otherwise, these prices are firm for the duration of the contract.

6.3.10 **Contract Period:** This contract shall be considered to be in force until the expiration date or until thirty (30) days after notice has been given by either party of its desire to terminate the contract. A failure by Supplier to give a thirty (30) day notice will result in an immediate cancellation of the contract and OU's refusal to consider any further bid for contract by any contractor.

6.3.11 **Conflict of Interest:** In the event there is a potential or actual conflict of interest, the Supplier(s) shall provide full disclosure to OU. OU shall determine if the conflict, whether potential or actual, is material.

**6.4 Contract Requirements:** The following listed requirements are mandatory for protecting the interest of OU.

6.4.1 **Hold Harmless:** Contractor(s) shall, within limitations placed on such entities by state law, indemnify and save harmless the State of Oklahoma, the Board of Regents of the University of Oklahoma, their agents, officers, and employees from all claims and actions, and all expenses defining same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by contractor. Contractor(s) shall, within limitations placed on such entities by state law, indemnify and save harmless the State of Oklahoma, the Board of Regents of the University of Oklahoma their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by contractor. In any agreement with any subcontractor or any agent for contractor(s), contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the herein before described expenses, claims, actions, or amounts recovered.

6.4.2 **Liens:** The successful contractor shall keep OU free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.

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

6.4.4 **Actions of Contractor:** Actions between the successful contractor and third parties are not binding upon OU. The contractor is not a division or agent of OU.

6.4.5 **FOB Destination:** Bids to be submitted on an FOB destination basis. Title to the goods will not pass to OU until acceptance of the goods/services has been completed.

6.4.6 **Audit:** Upon request of OU, Contractor shall permit any representative of the State, University, or other authorized agency with jurisdiction over the University to conduct a site visit and inspect and audit the books and records of Contractor related to the services, items, or accommodations provided or to be provided hereunder. If the successful Contractor is to provide a written proposal, report or study as a requirement of the contract, the contract is required by law to include the following provision: (Supplier Name) Certifies that it has not previously provided the University or any other Oklahoma state agency with a product that is a substantial duplication of the written proposal, report or study required in this Invitation to Bid. (74 Okla. Stat. 85.41 (F) (1)).

- 6.4.7 **HIPAA Requirements:** To the extent applicable to this Invitation to Bid, Supplier agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F. \$. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Contractor agrees to the terms of the Business Associate Agreement attached hereto and incorporated herein.

**BUSINESS ASSOCIATE ADDENDUM – CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION**

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

**Additional Definitions:**

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

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

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

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

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

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

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

**Obligations of Business Associate:**

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

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

(m) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of OU available to the Secretary of Health and Human Services and authorized governmental officials, for the purpose of determining compliance with the Privacy Rule. Business Associate shall give OU advance written notice of such and provide OU with a copy of all documents made available,

(n) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or that create, receive, use, disclose, or have access to PHI pursuant to the terms of the Agreement shall agree to all of the same restrictions and conditions to which Business Associate is bound hereunder, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless OU for their failure to comply with each of the provisions of this Addendum.

**Permitted Uses by Business Associate:**

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

**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).

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

**6.5 Bid Status:**

6.5.1 **OU Rights:**

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

6.5.1.2 OU reserves the right to reject bids that incorporate counter bids or conditions in the form of Supplier's pre-printed clauses.

6.5.1.3 OU reserves the right to accept or reject all or part of any bid: to waive informalities, and minor irregularities; or to substitute items as desired if deemed in the best interest of OU, thereby selecting the optimum bid or issue a new Invitation to Bid.

6.5.1.4 OU reserves the right to reject bids when procedures stated within are not followed.

- 6.5.2 **Contract(s)**: Contract(s) will be awarded to the lowest and best acceptable offer per item or groups of items or on an ALL OR NONE basis, whichever is in the best interest of OU. OU is not bound to accept the lowest offer if that offer is contrary to the best interests of OU.
- 6.5.3 **Effective Period**: Bids submitted must remain in effect for a period of thirty (90) days after the closing date. An award will be signed and issued within that time or at a negotiated later date designating the beginning contract date.
- 6.5.4 **Withdrawal of Bids**: Bids may be withdrawn at any time prior to the closing date; however, OU reserves the right to withdraw the bidder from future Invitations to Bid who have withdrawn a bid after the closing date and prior to effective period of bid without OU's approval.
- 6.5.5 **Changes**: It shall be the bidder's responsibility to bring to the attention of OU any discrepancies in, omissions from, or errors in the documents, or enhancements which would be in the best interest of OU including but not limited to specifications as well as if the bidder is in doubt as to the meaning of any part of this Invitation to Bid.
- 6.5.6 **Delivery**: Delivery date shall be plainly stated in this Invitation to Bid.
- 6.5.7 **Interpretation Requests**:
- 6.5.7.1 **Oral Interpretations**: No oral interpretations will be made. Any information obtained from an officer, agent, or employee of OU or any other individual shall not affect the terms, conditions, and/or specifications of this Invitation to Bid. All requests for interpretation are to be made in writing, prior to **November 13, 2009; 5:00 PM CST** and addressed to the OU Purchasing Department. (See 6.5.7.2 Invitation to Bid Inquiries). Any and all interpretations and instructions will be issued as addenda to this Invitation to Bid and projected issue date on or about **November 13, 2009; 5:00 PM CST** and sent to all bidders known to have received an Invitation to Bid. All addenda become part of the award.
- 6.5.7.2 **Invitation to Bid Inquiries**: **All inquiries must be submitted in writing.** Only written inquiries and their responses will be considered in the evaluation process. Written inquiries and/or questions regarding this Invitation to Bid requirements and procedures should be directed to:

**Brad Larson, Senior Buyer**  
[brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu)  
FAX: 405-360-0481

or

**Nathan Baird**  
[nathan-baird@ouhsc.edu](mailto:nathan-baird@ouhsc.edu)

6.5.8 **Additional Agreements:** Any and all additional agreements and stipulations will be incorporated with this Invitation to Bid.

6.5.9 **Additional Information:** It is expected that the bids may be narrowed to a few exceptional offers. If additional information is required prior to final determination, Suppliers are to respond within twenty-four (24) hours from notification of any additional requirements. Failure to do so may exclude them from further evaluation.

**6.6 Standard Terms and Conditions:**

6.6.1 **Executive Orders:** In accepting and entering into any contract resulting from this bid, the Supplier agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto, superseding orders and with the regulations promulgated under any of them. The applicable portions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and any amendments thereto are also hereby incorporated by reference.

6.6.2 **Federal, State, and Local Laws and Regulations:** The successful Supplier will comply with all laws and regulations on taxes, licenses and permits.

6.6.3 **Laws and Regulations.** Suppliers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. Supplier further agrees to affirm and certify in writing to the University in the event a contract between the University and the Supplier results from this RFP that:

6.6.3.1 **Sexual or Violent Offenders Prohibited.** No Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry or the Mary Rippy Violent Crimes Offender Act.

6.6.4 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of OU's rights under any resulting award.

6.6.5 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

6.6.6 **Contract Provisions by Reference:** It is mutually agreed by and between OU and successful Supplier(s) that OU's acceptance of their bid(s) shall be considered by the issuance of order(s) between the parties thereto containing all specifications, terms and conditions, except as amended in the contract(s). Only those terms and conditions of the resulting award(s) will govern. Any exceptions taken by the Supplier(s) will not be incorporated.

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**6.7 Bid Information:**

6.7.1 **Purchasing Address:**

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

6.7.2 **Bid Envelopes:** Bid responses shall be sealed and labeled on the outside envelope as follows:

Bid Number: **B-10074-10**

Closing: **November 18, 2009; 2:00 PM CST**

6.7.3 **Receipt of Bids**

6.7.3.1 **Bids received after the closing time will not be considered.** Bids mailed or hand-delivered directly to the Purchasing Department must be received in sealed envelopes with the name of bidder, bid number and closing date plainly stated on the face of the sealed envelope. Envelopes must contain responses to only one bid. If a Supplier is submitting more than one bid response, each bid should be submitted in a separate envelope.

6.7.3.2 The University shall, at the specified closing date and time, open and document the date and time on all bid proposals that are otherwise in order. The University will make no immediate decision at such time. The University will allow interested parties to attend such opening for purposes of learning, which Suppliers have responded. However, the University will not disclose any information contained in any bid proposal until after formal notice of award and execution of any contract resulting from this Invitation to Bid. When multiple documents are scheduled to be opened at the same date and time, the University will open documents with individuals present in sequential order by document number. The University may hold unopened any bid proposals received after the closing date and time, and will not consider such bid proposals. The University reserves the right to retain or dispose of such bid proposals at its discretion; however, the University may return such bid proposals to their related Suppliers, but only at such Supplier's request and at no cost or expense whatsoever to the University.

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

6.7.4 **Signatures:**

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

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

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- 6.7.5 **Discrepancies:** In case of a discrepancy between any stipulated amount written in words and in figures, the stipulated amount written in words shall govern. In a discrepancy between any unit amount and total amount (where applicable), the unit price shall govern.
- 6.7.6 **Modifications of Bid:** Oral modifications will not be considered. Any bidder may modify their bid in writing prior to the date and time of bid closing. Only modifications received in sealed envelopes with bid number and closing date clearly marked on outside will be accepted. Written confirmation must be received under the same signature as the prior submitted bid. All modifications must be clearly numbered and dated as to determine the final one.
- 6.7.7 **Withdrawal:** Any bidder may withdraw their bid, either personally or by telegraphic or written request, at any time prior to this Invitation to Bid closing date and time. No bidder may withdraw their bid for a period of thirty (30) days after the opening date to allow time for evaluation, approval, and award. All bid prices will remain as firm fixed prices for the duration of any resulting award and no price increases will be allowed. Failure to comply with this could result in OU's withdrawing the Supplier's name from the list of any future Invitation(s) to Bid.
- 6.7.8 **Type of Goods:** A bid for goods is to be considered NEW unless otherwise stated. When bidding used, refurbished, reconditioned, remanufactured, discontinued (with stock still available), or any other type of goods, the type being bid must be plainly stated per item or for the complete bid. Failure to comply will be considered cause to cancel any remaining contract and a refusal to consider further bids for contract.
- 6.7.9 **Alternate Offers:** Bidders are invited to submit more than one bid. When "OR EQUAL" is designated, bids based upon alternates will be considered provided that full descriptive data on such is submitted with the bid.  
**Note:** Unless the following specifications in Part 8.0 of this Invitation to Bid are revised or modified by the University after this Bid is awarded, the Supplier will be expected to deliver goods and/or services herein stated.
- 6.7.10 **Additional Requirements:** Bidders may list any additional requirements that may not have been addressed in this Invitation to Bid.
- 6.7.11 **Pricing to Reflect University's Tax Exempt Status:** All bids must be submitted exclusive of any tax, including Federal Excise Tax and Oklahoma State Tax. The University is exempt from all tax, including Federal Excise Tax and Oklahoma State Tax. The exemption authorities are Oklahoma State Tax Code, Title 68, Oklahoma Supplement 1994, § 1356 and Federal Tax Exemption number 73-6017987. When proof of tax-exempt status is required, Suppliers must include such a notation in their response to this bid, and the University will furnish a certificate.
- 6.8 **Compliances of the Successful Supplier:**
- 6.8.1 **Compliances:** Successful Supplier shall keep fully informed of and comply with any and all local, city, county, state and federal applicable ordinances, rules, regulations, taxes,

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permits, licenses, laws, and safety environmental and occupational standards affecting its responsibility to OU, or the rights of its employees, and shall protect and indemnify OU, its employees, officers, and agents against any claims of liability arising from or based on any violation thereof, but not limited to the preceding list.

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

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

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**PART 7.0 - ENVIRONMENTAL SAFETY REQUIREMENTS AND INSURANCE**

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

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

Suppliers shall be responsible for providing a training and education program for their employees which meets the requirements of the Federal Hazard Communication Standard (29CFR 1910.1200 or 29 CFR 1926.56) and/or the Oklahoma Hazard Communication Standard (Title 40, Sections 401-424) and the OSHA Blood borne Pathogen Standard (29 CFR 1910.1030), if applicable. Successful Suppliers shall submit proof of such training and education program prior to award.

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

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

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

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

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

Any operation that has the potential to cause University employees to be exposed to noise levels in excess of OSHA allowable noise levels or hazardous substances in excess of OSHA allowable exposure limits shall be done after normal business hours and shall be scheduled 24 hours in advance with the appropriate EHSO.

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

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initiating hot work. Contractors performing hot work on the Norman campus should contact the University Fire Marshall.

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

**7.2 Insurance:**

7.2.1 Minimum Requirements:

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

7.2.2 The successful contractor shall carry on his or her work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract, he or she shall also protect himself or herself by liability insurance against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor of a subcontractor or by anyone directly employed by either of them.

7.2.3 The successful contractor shall purchase and maintain property insurance upon his work at the site to the full insurable value thereof. If this insurance is written with a stipulated amount deductible under the terms of the policy, the contractor shall pay the difference attributable to such deduction in any payments made by the insurance carrier on claims paid by this insurance.

7.2.4 Certificates of such insurance shall be filed with OU and shall be subject to its approval as to adequacy of protection.

BID # B-10074-10  
2:00 PM CT

ISSUE DATE: 10/28/09

CLOSING DATE: 11/18/09

TIME:

## CONSTRUCTION BID ENCLOSURE

### INVITATION TO BID

**B-10074-10**

**ISSUE DATE: October 28, 2009**

**CLOSE DATE: November 18, 2009**

**2:00 PM CST**

**DEMOLITION OF SOUTH CAMPUS**

**BUILDING 87**

For questions regarding this Invitation to Bid contact:  
Brad Larson, Senior Buyer, [brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu), or  
Nathan Baird, Buyer, [nathan-baird@ouhsc.edu](mailto:nathan-baird@ouhsc.edu)  
FAX 405-360-0481  
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## CONSTRUCTION BID ENCLOSURE

### ADDITIONAL TERMS AND CONDITIONS:

1. Bid Rejection: The University of Oklahoma reserves the right to reject any or all bids and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University.
2. Bid Price Acceptance Period: All bid prices will remain in effect for a period of 60 days following the bid opening date in order to allow time for evaluation, approval, and award of the purchase order. All bid prices will remain as firm fixed prices for the duration of any resulting purchase order and no price increases will be allowed.
3. Sales Tax Exemption: The University of Oklahoma is exempt from State Sales Tax and Federal Excise Tax. See Title 68, OS 1981, Article 13, Section §1356 and Federal Tax Exempt Number 73-6017987.
4. Bid Submittal: Any exceptions and/or alternates must be stated on the bid form or an additional sheet attached to the bid form. Failure to provide required data to allow for evaluation of bid or failure to complete the bid form and accompanying documents will be grounds for rejecting the bid.
5. Equipment Data: Vendor shall submit specifications/cut-sheet in sufficient detail to allow for evaluation of the equipment offered. Failure to provide such data with the bid/quote submittal will be grounds for rejecting the offer.
6. **Bonds, Irrevocable Letter of Credit, Affidavits: Oklahoma State Statutes, "Public Competitive Bidding Act of 1974," as amended, require all public construction contracts exceeding \$25,000.00 be supported by bonds issued by an insurance or indemnity carrier licensed to do business in the State of Oklahoma or an irrevocable letter of credit issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and affidavits as shown herein.**
  - a. **Bid Security:** Each bidder shall accompany his bid with a cashier's check or a bond or an irrevocable letter of credit equal to five (5%) percent of the bid on behalf of the University of Oklahoma Board of Regents. Subject security will be returned to the unsuccessful bidders within 60 days after the bid opening.
  - b. **Performance Security:** The successful bidder shall provide a bond or an irrevocable letter of credit in a sum equal to one hundred (100%) percent of the contract price on behalf of the University of Oklahoma Board of Regents to insure proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents. Subject document will be

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**provided within fifteen (15) working days from the date on the letter of notification of acceptance of bid.**

- c. Lien Security: The successful bidder shall provide a statutory bond or an irrevocable letter of credit in a sum equal to one hundred (100%) percent of the contract price on behalf of the University of Oklahoma Board of Regents to insure that the bidder shall pay all indebtedness incurred by said bidder, his sub-contractors, and all materialmen for such labor, material, and repair of and parts for equipment as are used and consumed in performance of the contract. Subject document will be provided within fifteen (15) working days from the date on the letter of notification of acceptance of bid.
  - d. Defect/Maintenance Security: The successful bidder shall provide a bond or an irrevocable letter of credit in the sum of one hundred (100%) percent of the contract price on behalf of the University of Oklahoma Board of Regents to protect the University against defective workmanship and materials for a period of one (1) year after acceptance of the project. Subject document will be provided within fifteen (15) working days from the date on the letter of notification of acceptance of bid.
  - e. Business relationship Affidavit: Each bidder shall execute and forward the enclosed business relationship affidavit with the bid submittal.
  - f. In order for the irrevocable letter of credit to be considered, such letter of credit must be backed by an uncontingent secured promissory note or security. Evidence that the letter of credit is backed by an uncontingent secured promissory note, security, collateral or assets of the party to whom The University of Oklahoma Board of Regents must be included as an additionally secured party.
7. Visit to the Site: Interested bidders must visit the site prior to submitting bids, acquaint themselves with the conditions under which the work must be performed. Arrangements for inspection may be made by contacting:

**UNIVERSITY OF OKLAHOMA  
BUILDING 87, SOUTH CAMPUS  
2805 SOUTH JENKINS AVENUE  
NORMAN, OKLAHOMA**

**CONTACT BRAD LARSON AT [brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu) to confirm you attendance.**

The site inspection acknowledgment form (enclosed) must be signed by the University Representative and returned with the bid.

8. Responsibility of the Contractor: The contractor shall keep himself fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting his responsibility to the University, or affecting the rights of his employees, and

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he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

9. During the job adequate protective measures must be taken to insure that dust and debris do not settle or scatter to other areas in which the contractor is not working. All phases of the work shall be performed within special regulations which may be imposed by the owner. Bidders shall be presumed to have ascertained the full extent of all applicable codes and regulations prior to submitting bids.
10. Repair to Property Damage: Existing facilities damaged during this work as a result of negligence or inattention to detail caused by the contractor, the contractors agents or employees shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.
11. Insurance: Successful bidder shall carry public liability insurance in at least the amount of \$1,000,000 bodily injury and property damage for any and all liability, loss, costs, damage or expense arising out of terms of the agreement or caused by its operations at the University of Oklahoma, its agents or employees. Worker's Compensation Insurance as prescribed by the laws of the state of Oklahoma must also be carried.
12. Oklahoma state statutes, "Public competitive bidding act of 1974", as amended, requires that the successful bidder shall furnish to the University a certificate or certificates of insurance from an insurance carrier licensed to do business in the state of Oklahoma, that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the University has been notified, in writing, at least (30) thirty days before the date of change or cancellation.
13. Subcontractors: The bidder will submit a list of all the subcontractors with the bid. Only one subcontractor per craft or trade will be submitted. The successful bidder will not substitute a subcontractor without prior notification and approval by the University. If the bidder does not plan to have any subcontractors a statement to that effect will be included with the bid.
14. Supervision: The contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the University any error, inconsistency or omission which he may discover. The contractor shall have a designated supervisor satisfactory to the University on the job at all time work is in progress.
15. Safety: The contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, radiation protection, etc., against the occurrence of exposure to radiation, accidents, injuries, damage or hurt to any person or property and shall alone be responsible for the same if such occur. The contractor shall comply with applicable state and federal safety regulations.

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16. Delays and suspension of work: The time during which the contractor is delayed in work by the act or negligence of the University, of the University's employees, the University representative or by an act of God, which the contractor could not have reasonably foreseen, or by stormy and inclement weather in which the controlling operation of the work cannot proceed, or by strikes, boycotts, or labor organizations which delay said controlling operation of the work and which are not caused by or the continuance of which is not due to any act or conduct on the part of the contractor, shall be added to the proposed delivery schedule. Extension of the time on account of such delays shall not be allowed unless applied for in writing by the contractor within three (3) calendar days of any such delay and the written approval of such extension of time is obtained from the University.

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

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

17. Payments: Progress payment requests may be submitted at 15-day intervals based on labor expended and material invoices for material delivered on job site. Itemized invoices listing hours worked at normal time, hours worked at overtime, and material must be submitted to the University in triplicate, for approval. If approved, the invoice will be forwarded for payment.
18. Retainage: To insure the proper performance of this contract, the owner shall retain 10% of the amount for each progress payment until the final completion and acceptance of all work covered in the contract. Upon completion of the project, the contractor may file claim for same.
19. Final Payment: Final payment and/or request for retainage will not be honored until the project is 100% complete per written specifications including any change orders pertaining to the project.

- 20. Late Invoice Payment: If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim interest penalty. Contact the Office of State finance at (405) 521-2141 for a copy of the regulations.
- 21. Customer References: Bidders shall provide the names and phone numbers of ([Number of customer references]) customer references using the equipment or services herein specified.

<u>Company Name:</u>	<u>Contact Person:</u>	<u>Telephone No.</u>
a.		
b.		
c.		
d.		
e.		

- 22. Bids received more than ninety-six (96) hours, excluding Saturday, Sunday, and Holidays, before the time set for opening of bids, as well as bids received after time set for opening of bids will not be considered and will be returned unopened.
- 23. Bid Evaluation Criteria: The evaluation of this bid will be based upon the below criteria:
  - a. Past performance of bidder
  - b. Ability to meet specifications
  - c. Ability to meet delivery date
  - d. Pricing
  - e. Responsiveness to bid terms and conditions
- 24.. Delivery Date: If the delivery date appearing on page 1 of the bid/quote form cannot be met, bidders should specify the best possible delivery date based upon the number of days after receipt of a purchase order. If no alternate delivery information is provided, the successful bidder will be expected to meet the delivery date indicated.
- 25. Furnish and Install: The items and/or work on this bid will be provided on a vendor furnish and install basis. The successful vendor will have complete responsibility for the items or system until it is in place and working. Any special installation preparation and/or requirements will be submitted to the University with the bid. All transportation and coordination arrangements will be the responsibility of the vendor. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize the risk of damage and avoid double handling by University Receiving personnel.

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26. Prior Course of Dealings: The parties hereby agree that not trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
27. Contract Provisions by Reference: It is mutually agreed by and between the University and the Bidder that the University's acceptance of the Bidder's offer by the issuance of a purchase order shall create a contract between the parties thereto containing all specification, terms and conditions in the Invitation to Bid and the bid form except as amended in the purchase order. Any exceptions taken by the Bidder which are not included in the purchase order will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the bid and information submitted by a Bidder, the terms and conditions of this bid and resulting purchase order will govern.
28. Applicable Law: This agreement shall be governed by the Uniform Commercial Code. The term "Uniform Commercial code" shall be construed as meaning the Uniform Commercial Code as adopted in the State of Oklahoma as effective and in force on the date of this agreement.
29. Warranty: The vendor warrants that the goods or services supplied hereunder will be of good workmanship and or proper materials, free from defects and in accordance with specifications. If the vendor knows of the purchaser's intended use, the vendor warrants that the goods or services are suitable for that intended use.
30. Silence of Specifications: The apparent silence of any attached specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.
31. Questions/Addendum: All questions regarding this project must be submitted in writing (fax acceptable) and mailed or faxed to below address. Answers to questions raised will be made available to all vendors. No questions may be submitted within four working days of the bid opening date.

Brad Larson  
[Brad-larson@ouhsc.edu](mailto:Brad-larson@ouhsc.edu)  
FAX: 405-360-0481

32. Asbestos Notification: The EPA National Emission Standard of Hazardous Air Pollutants (EPA-NESHAP 40 CFR 61 subpart M) regulates the renovation and demolition of buildings pertaining to the emission of asbestos. These regulations may require the removal of certain asbestos containing material (ACM) prior to any renovation or demolition. The Occupational Safety and Health Administration (OSHA 29 CFR 1926.1101) and Oklahoma Department of Labor (ODOL Title 40 451-456) regulations require the abatement and proper notification to all

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**For questions regarding this Invitation to Bid contact:**  
Brad Larson, Senior Buyer, [brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu), or  
Nathan Baird, Buyer, [nathan-baird@ouhsc.edu](mailto:nathan-baird@ouhsc.edu)  
FAX 405-360-0481  
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**BID # B-10074-10  
2:00 PM CT**

**ISSUE DATE: 10/28/09**

**CLOSING DATE: 11/18/09**

**TIME:**

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General Contractors, and sub-contractors and their employees of any asbestos materials that will or may become damaged during renovation or demolition. It is the responsibility of the University to notify the General Contractor once we have actual notice of asbestos materials that will or may become damaged. It is the responsibility of the General Contractor to disseminate this information to their employees and their sub-contractors.

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

- 8.0.1 If quantity ordering price breaks are available, the Supplier shall note accordingly on those items including the quantity amount per each, pkg, case, lot, etc. Like items may be combined for quantity price breaks.
- 8.0.2 Brand name(s), catalog numbers and/or trademark names identified throughout this Invitation to Bid are for reference purposes only to indicate the type of supply required and not to restrict the specifications or limit the bidding.
- 8.0.3 Bids on alternate items will be considered if bids are accompanied with brochure, catalog numbers, and specifications on each alternate item bid.
- 8.0.4 If applicable, bids are to be submitted on a furnish and install basis.
- 8.0.5 If Supplier is submitting a bid for product, is your product export controlled? \_\_\_\_\_  
 If yes, please state under what specific regulation \_\_\_\_\_  
 Do you agree to mark it export controlled? \_\_\_\_\_
- 8.0.6 Oklahoma is an energy Conservation State and any comments are welcomed in your bid that would indicate energy savings.
- 8.0.7 Will Supplier accept University Pcard (American Express)? YES\_\_\_\_ NO \_\_\_\_

**8.0.8 SPECIFICATIONS**

**I. GENERAL**

- A. Scope: Furnish all technical personnel, labor, materials, and equipment necessary to demolish and remove the structures and debris from the project areas as listed in these documents.

Demolish and remove building(s) including slabs, footings, foundations, basement walls, basement floors, and three 10,000-gallon underground fuel storage tanks. Remove all associated paving. **Any and all local, state, and federal regulations shall be complied with in the removal and disposal of the underground fuel storage tanks from the subject demolition. The removal of the underground storage tanks shall be performed by an Oklahoma Corporations Commissions approved contractor.**

Visit to the Site: **Site visit is mandatory.** Interested bidders must visit the site prior to submitting bids and acquaint themselves with the conditions under which the work must be performed. **The site visit will be Tuesday, November 10, 2009 at 1:00 PM CST. All bidders will meet at the location at Building 87, South Campus, 2805 South Jenkins Avenue, Norman, Oklahoma.** The site visit acknowledgement form must be signed by the University Project Coordinator and returned with the bid. The Project Coordinator is:

Bob Summers  
 OU Physical Plant  
 160 Felgar Street  
 Norman, OK 73019  
 405-325-6211

The successful contractor shall be ready to start work no less than ten (10) working days after having received the "Notice to Proceed" from the University of Oklahoma.

A copy of all dump receipts will be provided to the Project Coordinator at the project end and before billing.

The contractor shall take possession of all building materials, equipment, and associated fixtures on the date of authorization to proceed. Prior to release to initiate demolition and following bid submittal, the structure shall remain University property. The University does not warrant condition of structure or materials during this period.

Contractor shall make a utility locate request with OKIE-ONE-CALL no less than forty-eight (48) hours before work is to begin. This locate request shall include areas to be driven over by heavy equipment. OKIE-ONE-CALL telephone number is 1-800-522-6543.

**All Regulated Asbestos Containing Materials (RACM'S) will be removed from the structures by University of Oklahoma personnel.**

- B. Codes: Comply with requirements of the "National Building Code," "Life Safety Code," and "The Manual of Accident Prevention in Construction," published by Associated General Contractors of America, Inc.
- C. Contractor Responsibilities
1. The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provision of applicable laws and building and construction codes shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the University may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.
  2. The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of an in the course of employment on work under the contract. The contractor shall promptly furnish the University with reports concerning these matters.
  3. The contractor shall defend, indemnify, and save harmless the University from any claims for damages for bodily injury and/or property damage suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
  4. The contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures, or any other property (except that which is to be removed) either on or adjacent to the site. He shall repair at his own expense and in a manner satisfactory to the University any damage thereto caused by his operations.
  5. The contractor shall defend, indemnify, and save harmless the University from liability for any injury or damage to said structures and their premises outside of the designated project area.
  6. The contractor shall obtain and pay for all permits and licenses as required by the City of Norman.
  7. The contractor shall comply with all federal environmental rules and regulations, while obtaining permits required by either state or federal statutes. For example, but not limited to, the contractor shall file a notice of intent for storm water discharges with the Oklahoma Department of Environmental Quality under the OPDES General Permit OKR10.
- D. Demolition of Structures and Clearance Procedures

1. Adequate protection of person and property shall be provided at all times. The work shall be executed in such a manner as to avoid hazards to person and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings.
  2. Demolition on Premises: No structure shall be removed substantially as a whole, but shall be demolished completely on the premises.
  3. Masonry Walls: All masonry walls whether brick, stone, or concrete construction, etc. shall be completely demolished.
  4. Frame Construction and construction of other combustable materials whether such construction be walls, floors, roofs, posts, columns, etc. shall be demolished and removed completely from the site.
  5. Miscellaneous construction, partitions, stairways, piping, furnaces, equipment, apparatus, steel and iron shapes, abandoned furniture, abandoned structures, and debris shall be removed completely from the site.
  6. All concrete or other foundation material down to a depth of two (2) feet below native grade shall be entirely removed. All encountered utilities or random hard materials shall be removed to a depth of two (2) feet below grade. This contract required all pier footings, basement walls, floors, etc. be completely removed.
  7. Area of Clearance: **THE CLEARANCE AREA WILL BE DEFINED AT THE MANDATORY SITE VISIT. Prebid site visit may modify or detail this specification.** Site visit is mandatory.
  8. Barricades: The contractor shall provide substantial barricades adequate to block access and to protect workers and the public. Warning signs shall be placed wherever the public is exposed to danger.
- E. Use of Premises
1. The contractor shall confine his equipment, storage of materials, and demolition and site clearance operations to the limits agreed upon and shall not unreasonably encumber the premises with his salvaged material.
  2. The contractor shall comply with all reasonable instructions of the University regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, and fire prevention.
- F. Sanitary Facilities
1. Sanitary facilities as required by contractor employees shall be supplied by the contractor at his cost in full compliance with all local health codes.
- G. Clearance of Site
1. All rubbish, metal cable, lumber, and other building waste materials found on the demolition area at the start of the work as well as that resulting from the demolition activities shall be removed and legally disposed of by the contractor who shall keep the project area and public rights-of-ways clear at all times. Upon completion of the work, the contractor shall remove all temporary construction equipment, salvaged materials, trash, metal cable, lumber, and other building waste material of all kinds, leaving the entire project area in a neat condition. No trash burning on the

site will be allowed. No rubble material any larger than 2.5 inches in maximum dimension shall remain on the surface or projecting from finish grade.

H. Review by the University

1. The University and its authorized representatives and agents shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this contract, provided, however that all instructions and approvals with respect to the work will be given to the contractor only by the University through its authorized representatives or agents. All form submittals, accounting procedures, demolition, hauling methods, and dumping activities are subject to inspection during the implementation of this contract. Any act, which fails to conform to these specifications, shall be disapproved by the Project Coordinator and operation shall cease until mutual agreement is achieved.

I. Final Inspection

1. When the work of demolition is substantially completed, the contractor shall notify the University that the work will be ready for final inspection on a definite date that shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the University having charge of inspection and shall be given prior to the date stated for final inspection.
2. All work is subject to the approval of the Project Coordinator.

J. Deduction for Uncorrected Work

1. If the University deems it is not expedient to require the contractor to correct work not done in accordance with the contract in respect to any express warranties or responsibility for failure to comply with terms of contract documents, notice of observed noncompliance will be given with reasonable promptness. Such notice will be given before any deductions will be charged against the contractor.

K. Risk of Loss

1. The University assumes no responsibility for the condition of existing buildings and structures and other property on the project area not for their continuance in the condition existing at the time of issuance of the Advertisement for Bids or thereafter. No adjustment of contract price or allowance for change in conditions, which may occur after the Advertisement for Bids has been issued, will be made.

L. Removal and Salvage

1. Upon assignment by the Notice to Proceed for the work of demolition and site clearance on all or part of the demolition area, all right, title and interest of the University in and to building, structure and other property to be demolished and/or removed by the contractor, on said part or all of the project area as described in the Notice to Proceed, shall be deemed to be vested in the contractor, subject to all provisions of the contract and the following:
  - a. No right title, property, or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand is created, assigned, conveyed, granted, or transferred to the contractor or any other person or persons except only the license and right of entry to remove such items listed in strict accordance with the contract.

- b. Only such property may be salvaged by the contractor as is owned by the University. In the event of any doubt respecting the ownership of any particular property, the contractor shall request from the University a written statement respecting its ownership.
- c. All salvage from property owned by the University becomes the property of the contractor except as herein or otherwise provided but storage of such materials on the project area will not be permitted except for the duration of the contract and such storage shall at no time interfere with activities of the University or of other contractors.
- d. In the event that the University terminates the contractor's right to proceed, all right and title in and to buildings, structures, material, and property transferred by this section and remaining on the project area shall revert to and vest in the University without prejudice to any claim which the University may have against the contractor arising from the contractor's default.
- e. Materials and equipment left on the demolition area after acceptance of the work by the University shall be deemed to have been abandoned by the contractor to the University and title thereto shall thereupon revert to and vest in the University without prejudice, however, to any claim which the University may have against the contractor arising from the action of the contractor in so leaving such materials on the site.
- f. Anything in this contract to the contrary notwithstanding, the University reserves the right to acquire any structure or a portion of any structure presently included in this contract or hereinafter included in this contract by change order or otherwise with or without fixtures and appurtenances thereto, and reserved the right to allow owners or tenants to retain ownership of fixtures and appurtenances. Only such property owned by the University may be salvaged by the contractor, and the contractor shall have no right to any other salvage and shall have no claim for loss of any salvageable materials prior to date of acquisition of the property by the University.

M. Services, Live Utilities, and Other Property

1. Any utilities scheduled to remain in service shall be protected as necessary to insure continued service. This includes but is not limited to sanitary sewer, domestic water, electrical, communications, fire lines, and natural gas.
2. Authorization from the University, the utility companies, and/or municipal authorities having jurisdiction must be received prior to temporarily disconnecting utility services. Any services disconnected shall be reconnected as soon as practical by the University of Oklahoma Physical Plant if owned by the University.
3. The contractor shall assume all responsibility for damage attributable to him to any property upon or passing through the project area but excluded from the work or not owned by the University. This such as utility lines, surface improvements, or like items.
4. The contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavement, and other pertinent matters.

N. Work by The University of Oklahoma

Physical Plant work shall be coordinated with the Project Coordinator and shall include the following:

1. The University of Oklahoma Physical Plant will make all disconnection of existing power and utility sources such as those operated by the University. Outside utility suppliers will need to be contacted by the contractor for confirmation of utility service disconnects as operated by persons other than the University.
2. Some utilities may be left live to the subject property but disconnected short of the foundation to be removed. The disconnection point and the end of the live line will be fully marked on location and will be avoided by the contractor.

O. Maintaining Traffic

1. Do not close or obstruct streets without permit from proper authority.
2. Conduct operation with minimum interference of streets or parking areas.
3. Provide, erect, and maintain lights and barriers as required by traffic regulations or local codes.
  - a. The contractor shall provide substantial barricades adequate to block access and to protect workers and the public. Warning signs, approved by the Project Coordinator, and lights at night shall be placed wherever the public is exposed to danger.

P. Disposal of Waste Materials

1. The contractor will be entirely responsible for the disposal of all waste materials. Any and all materials will be disposed of in a legal manner. Any dumped material will be placed in an area or facility that may accept this specific material. Any and all local, state, and federal regulation will be complied with in the disposal of any material from the subject demolition.
  - a. All organic and combustible waste materials from the site shall be taken to the dumpsite or sites as determined by the contractor. These sites will be named to the Project Coordinator prior to any dumping for his inspection and approval.
  - b. The contractor will coordinate his routing of trucks to the dumpsite or salvage site with the City of Norman Department of Public Works and the Project Coordinator.
  - c. A copy of all dump receipts will be provided to the Project Coordinator at the end of the project.

Q. Special Instructions

1. Cleanup: The contractor shall be responsible for paying all dumping fees in connection with removal of debris from this project.
2. Site shall be cleaned to allow construction work to be accomplished by others. **Site shall be left in a mowable condition with no ponding water.**
3. Use of explosives ----- **Not Permitted**
4. Fires ----- **Not Permitted**
  - a. Under no conditions may any materials be burned in the project area or at the disposal materials site.

- b. Any fires accidentally ignited will be extinguished at the earliest possible time.
- c. A fire that substantially reduces the volume of debris to be removed shall necessitate a monetary reduction of the awarded contract.
- d. **Two approved fire extinguishers shall be present on the site at all times during active demolition. These shall be full and in working condition.**

R. Sunday, Holiday, and Night Work

1. No work shall be done between the hours of 5:00 p.m. and 8:00 a.m. nor Saturdays and/or Sundays or legal holidays without the written approvals or permission of the Project Coordinator in each case except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.

Night work and/or Saturday and Sunday work may be established by the contractor as a regular procedure with the written permission of the Project Coordinator.

Such permission, however, may be revoked at any time by the Project Coordinator if the contractor fails to maintain at night adequate equipment for the proper prosecution and control of the work and all operations performed thereunder.

S. Street Cleanup

1. In the contractor's operation of hauling salvage or waste material, either inside or outside of the project area, he shall avoid the loss or dropping of loose material from the trucks or hauling vehicle. In the event spilling or dropping of loose material from the hauling vehicle does occur, it shall be the responsibility of the contractor to pick up, maintain, and otherwise keep clean of waste material all streets and sidewalks, or right-of-way on the haul route due to his operation. The contractor shall be completely liable for any operation. The contractor shall be completely liable for any accidents occurring because of hauling operations, etc.

T. Intent and Silence of Specifications

1. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the contract, specifications, and plans. The apparent silence of the specifications, plans, general conditions, and other parts of the contract as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practices is to be used. Should anything be omitted from the specifications and plans, which is necessary to a clean understanding of the work, or there is a conflict, then the contractor shall secure written instructions from the Project Coordinator before proceeding with work affected by such omissions and discrepancies.

U. Time for Commencement of Work

1. No actual salvage or demolition work shall be performed on any building or structure prior to the receipt by the contractor of a "Notice to Proceed".

V. Suspension or Extension of Time

1. The running of the time period within which hthe contractor agrees to complete his contract may be suspended and/or extended by the University under the following conditions:
  - a. Should the contractor upon running of the time period for completion of the contract as specified in the Special Conditions of this agreement by unable to so complete said contract by reason of the University's failure either to have:
    1. Secured title to the premises within such reasonable time as to have allowed the contractor to complete the contract before the expiration of the time period.
    2. Relocated the occupants of the premises within such reasonable time as to have allowed the contractor to complete the contract before the expiration of the time period.
    3. Utilites, public works, or other conflicting improvements that have not been properly relocated.
  - b. The time period may be suspended and/or extended by the University on the request of the contractor for such reasonable period of time as may be required under the circumstances prevailing at the that time for the contractor to complete the contract.
    1. Aside from the suspensions and/or extensions of time as herein before set forth, the contractor agrees to complete all work within the prescribed number of calendar days stated in the proposal.

W. Acceptance

1. If upon final inspection as provided herein, the work is determined to be satisfactory, the Project Coordinator will accept the work. If the work or portions thereof are determined to be unsatisfactory, the contractor shall correct the deficiencies whereupon another inspection of the revised work will be made by the Project Coordinator before final acceptance. A copy of all dump receipts shall be provided before final payment of the subject contract of made.

8.0.9 **Completion of Project**

How long will it take to complete this project based on the specifications and site visit?

Estimated time to complete project: \_\_\_\_\_

8.0.10 **PRICING**

Please provide pricing for this project. Include a detailed breakdown of charges, if applicable.

Materials and Equipment: \$ \_\_\_\_\_

Labor: \$ \_\_\_\_\_

**TOTAL PROJECT PRICE: \$ \_\_\_\_\_**

**PART 8.1 - IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID**

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

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

1. "Equal Opportunity Clause"

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

- (A) The contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (B) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, sex, religion, color or national origin.
- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (G) The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Supplier. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction, the contractor may request the United States to enter such litigation to protect the interests of the United States.

II. Certification of Nonsegregated Facilities:

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

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

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

CERTIFICATION

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**For questions regarding this Invitation to Bid contact:  
Brad Larson, Senior Buyer, [brad-larson@ouhsc.edu](mailto:brad-larson@ouhsc.edu), or  
Nathan Baird, Buyer, [nathan-baird@ouhsc.edu](mailto:nathan-baird@ouhsc.edu)  
FAX 405-360-0481**

**PART 8.2 - IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID CERTIFICATE OF COMPLIANCE with Executive Order 11246 (As Amended) for Contracts in Excess of \$50,000.**

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

- I. In the event that any resulting contract exceeds \$50,000 and the contractor has more than 50 employees the contractor agrees to submit Standard Form (EEO-6) to the Joint Reporting Committee (unless previously submitted). The report must be submitted within 30 days after the award of the contract. This requirement is waived if the contractor has submitted this report within the past twelve (12) months.
- II. If awarded a contract over \$50,000 and the contractor has more than 50 employees, the contractor agrees to develop and maintain on file a written Affirmative Action Program. The elements of this program are as follows:
  - a. Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.
  - b. The specific steps which should be taken to guarantee equal employment opportunity in the identified problem areas and, where deficiencies exist, the development of specific goals and timetables.
  - c. A table of job classifications.
  - d. Approval by an executive official of the contractor.
  - e. Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:
    - 1) an analysis of minority group representation in all job categories.
    - 2) an analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
    - 3) an analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.
  - f. Maintenance of programs: Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time.
  - g. Information on compliance with Affirmative Action Program requirements is also contained in Office of Federal Contract Compliance Revised Order No. 14).

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

**CERTIFICATION:**

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

\_\_\_\_\_  
(Signature) (Date) (Title)

CERTIFICATION NOT NECESSARY IF COMPANY HAS LESS THAN 50 EMPLOYEES.

**Site Inspection Acknowledgement (*vendor completes*)**

Please have signed and include with the submitted proposal package.

The undersigned acknowledges that \_\_\_\_\_  
(Individual)

Representing \_\_\_\_\_ has completed a site inspection  
(Company)

on \_\_\_\_\_ with the project manager or other University official  
(Date)

designated for project stated in this bid. Site inspections must be completed prior to the bid opening date indicated on the Request for Proposal.

Signed: \_\_\_\_\_  
(University Representative)

**THIS PAGE MUST BE INCLUDED WITH THE SUBMITTED BID DOCUMENT.**