



OKLAHOMA CITY
COMMUNITY COLLEGE

INVITATION TO BID
CUSTODIAL SUPPLIES (FY2025)

BID Number:

2-B-25-001

Submission Deadline Date/Time:

April 25, 2024; 2:00 p.m. CST

**CUSTODIAL SUPPLIES (FY2025) FOR
OKLAHOMA CITY COMMUNITY COLLEGE (OCCC)**

CONTRACTORS: Bids are invited for custodial supplies for Fiscal Year 2025 for Oklahoma City Community College (OCCC) in accordance with the standard terms and conditions and specifications set forth in this Invitation to Bid (BID). Bids must be received at the address noted below and not later than the date and time of the submission deadline. All Bids must be clearly marked as a sealed Bid with the BID Number, Opening Date and Time on the outside of the envelope or packing containing the Bid. OCCC reserves the right to reject any or all Bids. Bid submissions MUST meet all general and specific terms and contain the following:

1. Detailed response to the BID
2. Statement of Price
3. Certification for Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

BID Number: 2-B-25-001
Date Issued: March 28, 2024

Submission Deadline (Opening):
Date: April 25, 2024
Time: 2:00 P.M. CST

Bid Delivery Address:
Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
John Massey Center, Purchasing Dept.
Room 140
7777 South May Avenue
Oklahoma City, OK 73159

CERTIFICATION: Upon signing this Bid, the Contractor certifies that the Standard Terms and Conditions and specification have been read as set forth in the BID, understands such and agrees to be bound by these Standard Terms and Conditions and specifications when a contract is entered into pursuant to this BID. The Contractor also agrees that the Bid incorporates the Standard Terms and Conditions and specification of this BID and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all Bids or prior agreements, oral or written, and all other communications between the parties relating to the BID. Bid that are not signed will be rejected.

Name of Firm

Federal Tax ID #

Address, City State, Zip

Email Address

Printed Name

Title

Signature of Authorized Individual

Date

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Appendix B – No Bid Response Form

1.0 GENERAL INFORMATION

1.1 Introduction

Oklahoma City Community College, hereinafter referred to as OCCC, will consider Bids custodial supplies for Fiscal Year 2025 (July 1, 2024 to June 30, 2025) in accordance with the Invitation to Bid (BID) specification and terms and conditions.

1.2 College Information

Oklahoma City Community College is a nonresidential two-year community college which first opened in 1972. OCCC enrollment for the Spring 2024 semester totaled 9,947. OCCC offers a full range of associate degree programs, which prepare students to transfer to baccalaureate institutions. OCCC offers a full range of associate degree programs, which prepare students to transfer to baccalaureate institutions. Other degree and certificate programs are designed to prepare students for immediate employment in a variety of fields. OCCC offers a wide range of community and continuing education courses, workshops, conference, and seminars.

1.3 Independent Contractor

The relationship of the Contractor and OCCC shall be that of an Independent Contractor, any other provision herein withstanding. Any and all employees or agents of the Contract or other person, while engaged in the performance of any work or services required by the Contractor under these specifications, shall not be considered employees of OCCC.

2.0 BID SPECIFICATIONS / BID PRICING

2.1 General Information

- A. If quantity ordering price breaks are available, the Contractor shall note accordingly on those items including the quantity amount per each, package, case, lot, etc. Like items may be combined for quantity price breaks.
- B. Brand Name(s), catalog numbers and/or trademark names identified throughout this Bid are for reference purposes only to indicate the type of supplies required and not to restrict the specifications or limit the bidding, unless specific brand, catalog numbers, and/or trademark names are specified in the item specifications required for award of this Bid.
- C. Bids on alternate items may be considered if bids are accompanied with brochure, catalog numbers, and specifications on each alternate bid.

2.2 Contract Term

OCCC reserves the right to set, and so sets, the intended contract term at a period of one (1) year beginning July 1, 2024 and ending June 30, 2025. While it is the intent of OCCC to maintain the contract for the term selected, as an agency of the State of Oklahoma, OCCC is prohibited from committing or otherwise obligating funds beyond the end of the then existing fiscal year (June 30). OCCC also reserves the right to terminate any contract at any time upon sixty (60) days written notice. Further, OCCC reserves the right to negotiate

with the Contractor any additional contracts that would start prior to the intended expiration date, and/or has the option to extend the intended expiration date.

2.3 Bid Pricing

Please provide bid pricing and information for Fiscal Year 2025 (July 1, 2024 – June 30, 2025) in the spaces indicated below.

Projected usage counts are estimates only and are not guaranteed purchase amounts.

All prices must remain firm and valid as documented in the submitted Bid through June 30, 2025. Any increase in prices on any part of the Bid must be submitted and approved by OCCC Facilities Management with written notice supplied thirty (30) days in advance.

<u>Product #</u>	<u>Description</u>	<u>Projected Usage</u>	<u>Vendor's Brand Product/Catalog #</u>	<u>Proposed Amount</u>
29-00-89	Hand Towels: SCA Tork Roll Towels, Standard <u>*Will not accept substitute product line</u>	500 cases		\$ _____ Per case
551128A	Hand Towel Dispensers: SCA Tork Intuition - Black <u>*Will not accept substitute product line</u>	20/each		\$ _____ Each
12-02-44	Toilet Paper: SCA Tork Mini T, Standard <u>*Will not accept substitute product line</u>	400 cases		\$ _____ Per case
5555290	Toilet Paper Dispensers: SCA Tork Mini Jumbo – Black <u>*Will not accept substitute product line</u>	10/each		\$ _____ Each
388834	Soap: GoJo Premium Foam Handwash with Skin Conditioners ES6 Two (2) 1.2L, 40.5 FL OZ Cartridges per/bx. <u>*Will not accept substitute product line</u>	350 Boxes		\$ _____ Per box
380222	Soap Dispenser: GoJo Touch Free Dispensers, ES6 for 12 1.2L <u>*Will not accept substitute product line</u>	20/each		\$ _____ Each
389807	Hand Foam Sanitizer Refill: Brand: Purell Hand Instant Hand Sanitizer Gel; Refill ES6 1.2 L cartridge (4 cartridges per case) <u>*Will not accept substitute product line</u>	250 Cases		\$ _____ Per case
380071	GoJo Purell Hand Sanitizer Dispenser: Brand: Purell Hand Sanitizer ES6 Dispenser <u>*Will not accept substitute product line</u>	20/each		\$ _____ Per case
	<u>Trashcan Liners</u>	100 Cases	Brand: _____ Product Order #	\$ _____

	24"x24", Fit up to 10 gallons; Natural, 6 Micron; (1000/cs.) (On a Roll)		_____	Per case
	<u>Trashcan Liners</u> 38"x60", Fits up to 55 gallon, Natural, 16 Micron; (200/cs.) (On a Roll)	100 Cases	Brand: _____ Product Order # _____	\$ _____ Per Case
	<u>Trashcan Liners:</u> 30" x 37", Fit up to 30 gallons; Natural, 13 Micron; (500/cs.) (On a Roll)	200 Cases	Brand: _____ Product Order # _____	\$ _____ Per case
	<u>Trashcan Liners:</u> 40" x 48", Fits up to 45 gallon, Natural, 16 Micron; (250/cs.) (On a Roll)	200 Cases	Brand: _____ Product Order # _____	\$ _____ Per case
	<u>Trashcan Liners:</u> 40"x 48", Fits up to 45-gallon, Blue, 16 Micron; (250/cs.) (On a Roll)	100 Cases	Brand: _____ Product Order # _____	\$ _____ Per case

- **All items are on "Will-Call" status. OCCC will notify vendor when and the amount desired to be delivered and shipped.**
- **Product with that product's dispenser will be awarded together.**
- **All sizes of trashcan liners will be awarded to a single provider.**

3.0 BID PROCESS AND TIMELINE

3.1 Issuing Office

This BID is issued by the Purchasing Department at the request of the Marketing and Public Relations Department of Oklahoma City Community College. The Purchasing Department located at 7777 South May Avenue, Oklahoma City, is the sole point of contact between Contractors and OCCC for the selection process. Personal contact should be made through:

Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
Purchasing Department
michael.c.sisco@occc.edu

or his designee. OCCC will provide written notification of OCCC's intent to award the contract.

3.2 Electronic Copies of BID

Electronic copies of the BID will be distributed to Contractors by email or can be downloaded from the OCCC Purchasing website located at www.occc.edu/purchasing.

3.3 Schedule of Events

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

Release of BID	March 28, 2024
Last Day/Time to Submit Written Questions	April 18, 2024; 1:00 p.m. CST
Proposal Due Date (Opening)	April 25, 2024; 2:00 p.m. CST
Evaluation Period	April 25, 2024 – TBD
Beginning of Contract	July 1, 2024

3.4 Clarification of the BID

Contractors may submit written questions regarding the specifications or requirements of the BID. Written questions must be received by email to OCCC no later than **1:00 P.M. CST on April 18, 2024**. Questions will not be answered over the phone and voice messages received regarding this BID will not be returned. If OCCC determines that it should provide additional information or clarification, or if additional requirements are needed, Contractors will be notified by written addendum. All addenda issued will be posted on the OCCC Purchasing website located at www.occc.edu/purchasing. All or any addenda issued must be acknowledged by the Contractor on the BID submitted.

3.5 Terms and Conditions for Communications between OCCC and Contractors

3.5.1 Communication and Inquires between OCCC and Contractors

Contractor inquiries and requests for clarification related to this BID should be submitted in writing only, by email to the following representative:

Mr. Craig Sisco
 Director of Purchasing
 Oklahoma City Community College
 7777 S. May Avenue
 Oklahoma City, OK 73159
michael.c.sisco@occc.edu

3.5.2 Formal and Informal Communications

Formal communications between OCCC and Contractors regarding the BID occur during the time in which bids are being solicited (BID release date until the date proposals are opened). All formal communications may be shared with all potential Contractors to ensure fairness to all parties. All requests for interpretations shall be formal and written. OCCC may treat responses to such requests as Revisions to the BID.

Informal communications between OCCC and Contractors regarding the BID may occur before or after the time in which bids are being solicited.

3.6 Contractual Intent/Right to Terminate and Recommence BID Process

OCCC intends to contract with the Successful Contractor whose Proposal is considered to be in the best interest of OCCC. However, OCCC may terminate this BID process at any

time up to notice of award, without prior notice. Further, OCCC reserves the right to commence one or more subsequent BID processes seeking the same or similar products or service covered hereunder.

3.7 Cost for Proposal Preparation and Campus Visits

OCCC will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will OCCC reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to proposals, as applicable.

4.0 SUBMISSION PROPOSAL REQUIREMENTS

4.1 Submission of Proposals

Contractor shall provide **one (1) original signed copy** of the BID, including acknowledgement of addenda issued and **one (1) electronic copy** in compact disc or flash drive format. **Please do not password protect compact disc or flash drive.** Hard copies should be bound and clearly marked.

Sealed written proposals will need to be received by 2:00 P.M. CST on April 25, 2024 at the following address:

Attn: Mr. Craig Sisco, Director of Purchasing
Oklahoma City Community College
Purchasing Department
John Massey Center, Room 140
7777 South May Avenue
Oklahoma City, OK 73159

All proposal packages submitted must be signed, sealed and labeled. The below sample label must be used on the envelope.

<p>Bid No: 2-B-25-001 BID Submission Due Date: April 25, 2024 BID Submission Time: 2:00 p.m. CST Offeror's Name: _____ Offeror's Address: _____ _____ Project Title: CUSTODIAL SUPPLIES (FY2025) Deliver this package to the Purchasing Office – JMC RM 140</p>
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It is mandatory that the BID package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal package. Failure to do so may cause the proposal to be rejected.

Proposals must be signed by an official authorized to bind the Contractor to the resulting contract. Any literature descriptive of the Contractor must be submitted with the original and electronic proposal.

Contractors are cautioned that only written information contained in this BID (including any amendments and addenda) are to be relied upon for preparation of a proposal.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. Proposals must be submitted no later than the date and time specified in this BID. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposal by the issuing office. Once again, timely receipt is defined as on or prior to 2:00 P.M. CST on April 25, 2024. Any proposals received after the scheduled date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal submission deadline.

4.2 Response Format

Beginning with the first subsection, it is requested that contractors respond to each subsection of this BID in the same paragraph and item number sequence, stating first the requirement and then providing their response.

For those paragraphs or items not requiring a specified response, Contractors may respond with concurrence or acknowledgement.

Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response. Such references to handbooks and technical documentation must include the paragraph and/or page number of the referenced document. It is requested that brochures and bulky publications remain separate from the written response.

4.3 Contents of Proposal

- A. Contractors should include as part of their proposal all of the provisions of this BID and furnish all required information.
- B. If the Contractor submits standard terms and conditions with the proposal, and if any of those terms are in conflict with the laws of the State of Oklahoma, State law shall govern. Standard terms and conditions submitted may require amendment to adequately reflect all of the conditions of this BID. Upon award of this BID, the Contractor will be sent OCCC's standard Contract for Services to sign for the impending contract period.
- C. All agreements of any nature requiring execution by OCCC must be submitted with the proposal.

- D. A sample contract, if applicable, must be submitted with the proposal for review if required by the Contractor and will later require signature of OCCC officials.
- E. OCCC reserves the right to reject any proposal that does not comply with its requirements and specification of the BID. An offer may be rejected if the offer contains or imposes terms or conditions that would modify the requirements of the BID or limit the Contractor's liability to the State of Oklahoma or OCCC.

4.4 Revisions to the BID

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

4.5 Errors and Omissions in this BID / Enhancements

Potential Contractors shall bring to OCCC's attention any discrepancies, errors, or omissions that may exist within this BID. Contractors shall recommend to OCCC any enhancements in respect to this BID which may be in OCCC's best interest.

4.6 Errors and Omissions in Contractor's Proposal

OCCC may accept or reject any Contractor's Proposal, in part or in its entirety, if such Proposal contains errors, omissions, or other problematic information. OCCC shall determine the materiality of such errors, omissions, or other problematic information. OCCC reserves the right to contact Contractors for clarification of ambiguous information contained in any proposal.

4.7 Required Signatures

OCCC may reject any Contractor's response if it is not signed and/or notarized as indicated and/or required on the areas, spaces, or forms provided within this BID.

4.8 Notification of Non-Selection

OCCC reserves the right not to notify Contractors whose BID responses are not selected for further consideration or notice of award. If OCCC decides to notify such Contractors in writing, it will send the notifications to the address or email indicated in each such Contractor's proposal.

4.9 Withdrawal of Proposals

Contractors may withdraw their Proposals at any time prior to the BID closing date. Contractors may request in writing to withdraw their Proposal after the BID closing date at any time prior to notice of award. OCCC shall have the sole authority to grant or deny

such a request. In the event OCCC grants such a request, it may withhold issuing future BIDs to such Contractors.

4.10 Pre-Award Presentations

OCCC reserves the right to require presentations from the highest ranked Contractors, or from all Contractors, in which they may be asked to provide information in addition to that provided in their Proposals. The determination of how many Contractors are required to submit presentations is solely at the discretion of OCCC. Information relative to the topics or information to be presented by the Contractors selected for presentations will be provided at the time of presentation notification. Costs of preparing and attending the Presentation portion of the BID are to be borne by the Contractor.

4.11 Pre-Award Negotiations

OCCC reserves the right to negotiate prior to award with the highest ranked Contractors for purposes of addressing matters set forth in the following list, which may or may not be exhaustive:

- Obtaining the most advantageous financial agreement;
- Resolving minor differences and scrivener's errors;
- Clarifying necessary details and responsibilities;
- Emphasizing important issues and points;
- Receiving assurances from Contractors.

4.12 Effective Period of Proposals

Under this BID, OCCC shall hold that Contractor's responses to this BID shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Contractor who does not agree to this condition shall specifically communicate in its Proposal such disagreement to OCCC, along with any proposed alternatives. OCCC may accept or reject such proposed alternatives without further notification or explanation. At the time that OCCC announces a Contract award(s), all information included in the Successful Contractor(s) responses become part of the ensuing Contract documents.

4.13 Rejection of Contractor Counter-offers, Stipulations and Other Exceptions

Any Contractor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected if prohibited by State law or OCCC policy.

4.14 Right to Use Contractor's Ideas/Proprietary Information

If the Contractor submits proprietary information with the Proposal, the Contractor shall ensure that it is enclosed in a separate envelope or file from the Proposal and that it is clearly designated and conspicuously labeled as such. Proposals that are marked proprietary and confidential in their entirety shall not be accepted for consideration. All Proposals are subject to a public records request; as permitted by law, OCCC shall protect

Contractor information that is clearly designated and conspicuously labeled as proprietary. Please note that pricing information is not considered proprietary information.

OCCC shall have the right to use any ideas that are contained in any Proposal received in response to this BID, along with any adaption of such ideas. Selection or rejection of the Proposal shall not affect OCCC's right of use. OCCC shall not use any Contractor information that is clearly designated and conspicuously labeled as proprietary.

4.15 Contractor's Need to Use Proprietary Rights of OCCC

All information proprietary to OCCC and disclosed by OCCC to any Contractor shall be held in confidence by the Contractor and shall be used only for purposes of the Contractor performance under any contract resulting from this BID.

4.16 Public Record

Once finalized, documents resulting from this BID, including the resulting award, are available for public inspection pursuant to the Oklahoma Open Records Act, 51 O.S. § 24 A.1 et seq. Copies are provided upon written request to the OCCC Public Relations Office or the Office of General Counsel. For all information requested of this BID, Contract, or Contract award under the Oklahoma Open Records Act, OCCC shall be entitled to be reasonably compensated for all costs associated with printing and mailing the requested documentation.

4.17 Proposal Pricing to Reflect OCCC Tax Exempt Status

Proposal pricing shall be exclusive of taxes. OCCC is exempt from taxes, including State Sales Tax, Property (Ad Valorem) tax, and Federal Excise Tax. OCCC will provide tax exemption documents upon request.

4.18 Proposal Acceptance/Rejection

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

4.19 Selection, Negotiation, Additional Information

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

4.20 Proposal Organization

Contractors shall present Proposals in a format that can be readily incorporated into a contract. Contractors may present narrative Proposals provided that such Proposal follow

the same outline and numbering scheme of this BID, including full descriptive cross-references to all requirements listed in Section 2.0, "Project Specifications." Contractors shall ensure that their Proposals include page numbers and are organized in a manner that will facilitate evaluation. OCCC reserves the right to reject without prior notice and without liability of any kind or amount any Proposal that it deems overly complex, disorganized, or difficult to evaluate. OCCC reserves the right to make such a decision without any input or communication from any other party. Contractors shall ensure that, at a minimum, their Proposals contain the components set forth in the following list:

- Original required sections from this BID;
- Any additional responses in corresponding sequential order; and
- Any additional supporting data.

4.21 Collusion Prohibited

In connection with this BID, Contractor collusion with other Contractors or employees thereof, or with any employee of the State, including any employee of OCCC, is prohibited and may result in Contractor disqualification and/or cancellation of award.

4.22 Improper Business Relationship / Conflict of Interest Prohibited

In connection with this BID, each Contractor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Contractor, OCCC, and any other party to this BID. OCCC reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Contractor disqualification and/or cancellation of award shall result.

5.0 TERMS AND CONDITIONS OF RESULTING CONTRACT

5.1 Contract Award

Response to this BID by Contractor indicates a desire to contract with OCCC. Information contained in this BID, along with the Successful Contractor's response, will be distilled into a contract document that will be executed by the Contractor and OCCC. Response to this BID is not a contract.

5.2 Contractual Force and Effect

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

5.3 Contract Status

OCCC may hold each Contractor's response to this BID as a legal offer to contract. If OCCC formally accepts such offer, a contractual relationship shall be deemed to exist and OCCC will so communicate to the Successful Contractor(s) by issuing a notice of award.

5.4 Terms and Conditions of Resulting Contract

The specifications, terms, and conditions set forth in this BID, and any related award document, shall be included and/or referenced in a contract document and forwarded to the Successful Contractor(s) for execution.

5.5 Conflicting Provisions

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

- Original BID
- Negotiations on those matters eligible for negotiation
- Additional agreements and/or stipulations
- Contractor's Proposal

5.6 Discrepancies between Numbers and Words

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

5.7 Settlement of Contract Disputes

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

5.8 Termination for Default

OCCC may terminate a contract resulting from this BID, for reason of the Contractor's default, if conditions including but not limited to those described in the following list come into being:

- The Contractor is adjudged bankrupt, makes a general assignment for the benefit of the Contractor's creditors or a receiver is appointed on account of the Contractor's insolvency.
- The Contractor persistently or repeatedly refuses or fails to perform specific provisions of the contract; or so fails to make progress pursuant to the contract's terms; or so fails to meet any delivery dates that may be specified in Section 5.0 titled "Specifications" except when extension may be granted to carry on as required by the contract.

- The Contractor persistently or repeatedly refuses or fails to make prompt payment to subcontractors and/or OCCC.
- The Contractor persistently or repeatedly disregards laws, ordinances, or the instructions of any duly authorized representative of OCCC.
- The Contractor otherwise commits a substantial violation of any provision of the contract.

5.9 Contract Termination/Certain Remedies

Either party may terminate this agreement for cause and/or convenience with thirty (30) days written notice to the other party. Contractor will be paid only for services actually provided through the date Contractor's work ceases. In the event all or any part of the contract is terminated, OCCC may take possession of any and all materials and finish the contract by whatever methods OCCC may deem expedient. The rights and/or remedies of OCCC under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the contract.

5.10 Contract Modification / Verbal Communications

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

OCCC is under no obligation whatsoever to honor or observe any verbal communication that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of OCCC. Verbal communication shall not be effective unless formally confirmed in writing by the specified OCCC procurement official in charge of managing this BID process. In no case shall verbal communication override written communication. Such verbal communication shall not affect the Contractor's risks or obligations under a contract resulting from this BID.

5.11 Contract Assignment or Sublet

No Contractor shall assign, transfer, or sublet, either in whole or in part, any contract resulting from this BID, without prior written OCCC approval.

5.12 No Waiver of Rights by OCCC

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

5.13 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 the district court in Oklahoma County in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

- 5.14 Hold Harmless and Indemnification
Contractor agrees to release, indemnify, defend, and hold harmless OCCC and its regents, trustees, officers, employees, agents, and representatives (in their official and individual capacities) from and against liability for any and all claims, actions, damages, including any indirect, special, consequential, or other damages of any kind or description, and attorneys' fees and expenses that may arise from any work performed hereunder due to the acts or omissions of the vendor, or its employees, agents or subcontractors, including without limitation, property damage and bodily injury liability.
- 5.15 Federal, State and Local Taxes, Licenses and Permits
The Successful Contractor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this BID. Contractors shall, at no expense to OCCC, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes, including applicable State of Oklahoma Sales Taxes.
- 5.16 Payment in Advance of Receipt of Products or Services Prohibited
As an agency of the State of Oklahoma, OCCC is prohibited by statute from paying for products or services in advance. All payments, if any, associated with this contract shall be in arrears.
- 5.17 Workers Compensation
The Successful Contractor shall carry on their work in accordance with the requirements of the workers' compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. Successful Contractor shall also protect themselves using liability insurance coverage against any and all claims for damages to persons and property which may arise out of operation under this contract, whether such operations be by the Contractor, subcontractor, or anyone directly employed by either of them. If Contractor is exempt from Workers Compensation, Contractor shall provide OCCC with the appropriate affidavit of exempt status.
- 5.18 Americans with Disabilities Act
The Successful Contractor must assure compliance with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to this act in the performance of services identified in this BID.
- 5.19 Equal Opportunity Employer
The Successful Contractor must assure that it is an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972 Section 504 or the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The Successful Contractor must acknowledge the requirements in their BID response. Please refer to Certificate of Compliance in Appendix A – Required Forms.

5.20 Ethical Standards

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies maintained by the Contractor for the purpose of securing business.

5.21 Debarment

Contractors shall certify in their proposals that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency, consistent with Department of Labor Regulations (29 C.F.R. Part 98).

5.22 Compliance with Terms and Conditions

Contractors shall state that they have read, understand and will comply with all provisions stated in the BID.

APPENDICES

Appendix A – Required Forms

Appendix B – No Bid Response Form



OKLAHOMA CITY COMMUNITY COLLEGE

APPENDIX A

Supplier Contract Affidavit

Solicitation #2-B-25-001

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

In accordance with 74 O.S. § 85.42(B), the supplier certifies that no person who has been involved in any manner in the development of this contract while employed by Oklahoma City Community College or the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

Signature

Date

Printed Name

Title

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____

Notary Public (or Clerk or Judge) Signature _____

My Commission Number _____

My Commission Expires _____

(Seal)



OKLAHOMA CITY COMMUNITY COLLEGE

Certification for Competitive Bid and Contract (Non-Collusion Certification)

Solicitation #2-B-25-001

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

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials of 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 said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this stamen is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's 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.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma City Community College any money or other thing of value, either directly or indirectly, in procuring this contract herein.

Authorized Signature

Certified this Date

Printed Name

Title

Phone Number

Email

CERTIFICATE OF COMPLIANCE

IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED WITH BID DOCUMENTS

Certificate of Compliance with Executive Order 11246 as amended for Contract in Excess of \$10,000.

In entering into any resulting contracts over \$10,000, the contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375. These specific requirements state:

- I. "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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - D. 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 No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The contractor will comply will all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order 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.
 - G. 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 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 No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (A) through (H) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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 vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Certification on Non-Segregated Facilities

By the submission of this bid and/or acceptance of purchase orders during the above period, the bidder, offeror, 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 locations under his control where segregated facilities are maintained. He further agrees that breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. He further agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000 which are not tax exempt from the provision 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).

III. Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract that exceeds \$10,000, the bidder agrees to comply with the Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and subject this contract to cancellation and rescission at the option of Oklahoma City Community College.

Certification of Compliance

If awarded this Contract _____ agrees to comply with the provisions of Clauses I, II, and III above.

Signature Date

Printed Name Title

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____

Notary Public (or Clerk or Judge) Signature _____
My Commission Number _____
My Commission Expires _____

(Seal)



OKLAHOMA CITY COMMUNITY COLLEGE

APPENDIX B

NO BID RESPONSE FORM

Solicitation #2-B-25-001

Please be advised that our company does not wish to submit a proposal in response to the attached referenced Invitation to Bid for the following reasons:

- _____ Too busy at this time
- _____ Not engaged in this type of work
- _____ Project too large/small
- _____ Cannot meet mandatory specifications (Please specify below)
- _____ Other (Please specify)

Company Name

Date

Signature

Title

Printed Name

Address

Phone Number

Email

Please return to:
 Mr. Craig Sisco, Director of Purchasing
 Oklahoma City Community College
 Purchasing Office, JMC Room 140
 Oklahoma City, Oklahoma 73159
michael.c.sisco@occc.edu