



INVITATION TO BID

B-21026-21

ISSUE DATE: June 9, 2020

CLOSE DATE: June 23, 2020, 2:00 PM CST

Banquet/Food Service Temporary Staffing

University of Oklahoma - Tulsa
Purchasing Department
4502 E. 41st Street, Room 2A01
Tulsa, OK 74135
TELEPHONE: 918-660-3079

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

Issues this Invitation to Bid # B-21026-21 for

Banquet/Food Service Temporary Services

_____, 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 **for notary exception).**

***NOTE: Sealed bids invalid if not signed and notarized (see 2.8**

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PART 1.0 - INTRODUCTION

1.1. General: The University of Oklahoma invites interested suppliers to submit Bids to furnish banquet food server and wait staff, kitchen prep and cook temporary staffing, and licensed and bonded bartenders to serve alcoholic beverages for the Faculty House located on the OU Health Sciences Campus per the requirements and specifications listed in the Bid. (Note: Bartenders will need to provide a copy of license, bond, and liability insurance 30 days prior to the event. Faculty House customers who will require a bartender will be responsible for providing their own alcoholic beverages and cups, etc.) The proposed effective date for the contract will be **July 1, 2020** and the expiration date would be **June 30, 2021** with an option to renew each July 1 through June 30 for a total period of five (5) years provided that the services and prices continue to be acceptable.

1.1.1. The University is seeking Suppliers who can provide the various food service temporary staffing positions to fill staffing shortages quickly or as soon as the need is identified.

1.1.2. These requirements will be on an “As Needed Basis Only”. The contract will not obligate the University of Oklahoma in any way to use the services. There are **no** guarantees on the volume of services provided per selected Supplier(s).

1.1.3. The University may choose one or more suppliers for an award from this Invitation to Bid.

1.2. Award:

1.2.1. An order will be awarded to Supplier(s) 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, Supplier(s) should state Prices firm for Ninety (90) calendar days.

1.2.5. In submitting a response to this bid, the Supplier(s) agrees to offer the same prices, terms and conditions to all other institutions within the Oklahoma State Regents for Higher Education system, State Education Agencies, and/or affiliates. Successful Supplier(s) authorized to apply shipping adjustments via the prepay and add method when shipping to institutions outside of the Oklahoma City, Oklahoma metropolitan area.

Yes _____ No _____

PART 2.0 - GENERAL INFORMATION

- 2.1. **Terms and Conditions:** Terms and Conditions should be reviewed very carefully to ensure a complete and acceptable response to this Invitation to Bid.
- 2.2. **Open Records Policy:** This bid is governed by the Oklahoma Open Records Act, 51 Ok. Stat. 24A.1.
- 2.3. **Electronic and Information Technology Accessibility:** In accordance with Section 508 of the Rehabilitation Act of 1998, as Amended. (Pursuant to Title 74, Section 85.7d and OAC 580: 15-6-21). All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. If this document does not meet your accessibility requirements, please contact the Buyer at (918)660-3079 and appropriate accommodations will be made.
- 2.4. **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.
- 2.5. **Schedule:** The following schedule will apply to this Invitation to Bid.

<u>Date/Time</u>	<u>Action</u>
Tuesday, June 9, 2020	Issue Bid
Friday, June 12, 2020 5:00 PM CST	Last date and time OU will accept questions in regard to this Invitation to Bid
Monday, June 15, 2020	Projected last date OU will issue an addendum
Tuesday, June 23, 2020 2:00 PM CST	Invitation to Bid Closes

- 2.6. **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.
- 2.7. **Bids:** Bids are to be original and hard copy with additional copies when designated. Facsimiles will not be accepted. Only bids with this form are acceptable. **Use ink or typewriter** in filling in this bid. Initial any and all corrections using ink.
- 2.8. **PLEASE NOTE THE FOLLOWING EXCEPTION:**

Due to the University's compliance with the State of Oklahoma's safer-at-home order, Suppliers shall submit their responses and include all pages of the original, including Addendums via email to OUBIDS@ouhsc.edu. Please reference the invitation to Bid number B-21026-21, closing date and time in the subject line of the email. Submissions need to be signed either electronically or signed and scanned to PDF. Notary requirements have been suspended at this time. In the event of any conflict between the terms of this statement and any transmittal terms of the Invitation to Bid, the terms of this statement shall supersede.

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 3.1.4.4 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 two (2) copies (for hard copy submissions). (1) electronic original bid submitted to OUBIDS@ouhsc.edu is sufficient.

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 Bid 1", "Original of Bid 2, Copy 1 of bid 2" and so on.

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

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

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

3.2. Bid Bonds/Insurance or other required documents:

3.2.1. **Performance Bond:** The successful bidder may be required to post a performance bond equal to one hundred percent (100%) of the total awarded contract or an amount negotiated at the time of award. An alternate offer and/or quantities may be proposed. An acceptable alternate may include an interest bearing escrow account. Note: A bid or performance bond will not be required for this service.

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(s):
 Service _____ Manufacturing _____ Construction _____
- 4.1.5. For State of Oklahoma Supplier(s) only: Are you registered as an Oklahoma Severely Handicapped Supplier(s)?
 Yes _____ No _____

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

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

- 4.2.1. **Supplier(s) 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(s) qualifications, you may be required to furnish additional information. Information may include but not be limited to the following:
 Ability to Meet Specifications Quality Requirements
 Availability to Provide or Service
 Executive and/or Key Person Resumes and References
 Financial Resources and/or Audited Financial Reports
 Personnel Resources and/or Experience

PART 5.0 - DEFINITIONS

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

PART 6.0 - INSTRUCTIONS TO BIDDER

- 6.1. OU will not consider any exceptions to this Part 6.0. Supplier(s) 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(s) shall be liable for any excess costs to OU to continue the performance of the remaining balance of the contract. The rights and/or remedies of OU under this clause shall not be exclusive and are in addition to any other rights and/or remedies provided by law or this contract.
- 6.3.2.7. The expense incurred by OU as herein provided and the damage incurred through the Contractor's default, shall be certified by OU's representative. Rights and/or remedies of OU under this clause shall not be exclusive and are in addition to any other rights and/or remedies prevailed by law and/or this contract.
- 6.3.2.8. If any Contractor fails to complete any contract(s) awarded from this Invitation to Bid in full compliance with these specifications, OU has the option to refuse to consider further bids for contract.

- 6.3.3. **Contract Information:** Specifications and/or general information obtained from any office, agent, or employee of OU or any other person shall not affect the risks or obligations assumed by the Supplier(s) or relieve the Supplier(s) 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 Administration and Finance 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 within 45 days of receipt of Supplier's valid invoice, 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(s) 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. **Force Majeure:** The performance by either Party hereunder shall be excused to the extent of circumstances beyond such Party's reasonable control, such as hurricane, tropical storm or depression, extended power outages, flood, tornado, earthquake, or other natural disaster, epidemic, war, acts of terrorism, material destruction of facilities, fire, acts of God, etc. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances

giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) days, either Party may terminate this Agreement.

6.4.3. **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.

6.4.4. **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.

6.4.5. **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.

6.4.6. **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.

6.4.7. **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(s) 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).

6.4.8. **Debarment from Federal Healthcare Programs:**

Supplier(s) represents and warrants to University that Supplier(s), 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(s) 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(s) 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 ninety days **(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 **June 12th, 2020 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 **June 15, 2020 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: **Melody Woods, Senior Buyer melody-woods@ouhsc.edu Purchasing fax (918) 660-3083.**
- 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, Supplier(s) 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:** As applicable, the provisions of Executive Order 11246, as amended and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.
- 6.6.2. **Federal, State, and Local Laws and Regulations:** The successful Supplier(s) will comply with all laws and regulations on taxes, licenses and permits.

6.6.3. **Laws and Regulations.** Supplier(s) are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. To the extent applicable by Okla. Stat. Ann. tit. 25, §1313, or Exec. Order No. 12989, 8 USCA §1324a (Feb. 13, 1996) as amended in 73 Fed. Reg. 33285 (June 6, 2008), Contractor certifies that it is registered with and participates in the Status Verification System ("E-Verify"). Further, in accordance with Okla. Stat. Ann. tit. 68, §2385.32, Contractor verifies that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4). Supplier(s) further agrees to affirm and certify in writing to the University in the event a contract between the University and the Supplier(s) results from this Invitation to Bid that:

6.6.3.1. **Sexual or Violent Offenders Prohibited:** No Supplier(s), 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 Rippe Violent Crimes Offender Act.

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

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

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

6.7. **Bid Information:**

6.7.1. **Purchasing Address:**

University of Oklahoma - Tulsa
Purchasing Department
4502 E. 41st Street, Rm 2A01
Tulsa, OK 74135

Or email electronically to: OUBids@ouhsc.edu

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

Supplier's Name

Supplier's Address

Bid Number: **B-21026-21**

Closing: **June 23, 2020 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(s) 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 Supplier(s) 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 Supplier(s), but only at such Supplier(s) request and at no cost or expense whatsoever to the University.

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

6.7.4. **Signatures:**

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

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

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

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

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

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

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

Note: Unless the following specifications in Part 8.0 of this Invitation to Bid are revised or modified by the University after this Bid is awarded, the Supplier(s) 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, Supplier(s) 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(s) shall keep fully informed of and comply with any and all local, city, county, state and federal applicable ordinances, rules, regulations, taxes, permits, licenses, laws, and safety environmental and occupational standards affecting its responsibility to OU, or the rights of its employees, and shall protect and indemnify OU, its employees, officers, and agents against any claims of liability arising from or based on any violation thereof, but not limited to the preceding list.

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

- 6.9.1. Acceptance and Payment
- 6.9.2. Modification, Corrections and/or Suspension of Contract
- 6.9.3. Specifications
- 6.9.4. Warranty

PART 7.0 - ENVIRONMENTAL SAFETY REQUIREMENTS AND INSURANCE

7.1. Environmental Safety Requirements

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

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

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

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

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

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

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

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

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

belonging to OU in their work area that may be disturbed or handled so that the appropriate EHSO may determine how best to proceed.

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

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

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

7.2. Insurance:

7.2.1. Minimum Requirements:

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

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

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

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

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

Bartenders will need to provide a copy of license, bond, and liability insurance 30 days prior to the event.

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

- 8.1.1. If quantity ordering price breaks are available, the Supplier(s) 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.
- 8.1.2. 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.
- 8.1.3. Bids on alternate items will be considered if bids are accompanied with brochure, catalog numbers, and specifications on each alternate item bid.
- 8.1.4. If applicable, bids are to be submitted on a furnish and install basis.
- 8.1.5. If Supplier(s) 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? _____
- 8.1.6. Oklahoma is an energy Conservation State and any comments are welcomed in your bid that would indicate energy savings. _____
- 8.1.7. Will Supplier(s) accept University Pcard? _____

8.2. Detailed Specifications

8.2.1. Screening of Temporary Staff:

- 8.2.1.1. Depending on specific department's needs, background checks may be required, which shall be the responsibility of the temporary staffing service. Supplier shall describe in their proposal the screening process used by their company when considering applicants.
- 8.2.1.2. Drug testing of potential temporary staff may also be required, depending on specific needs of the requesting department. Costs involved in acquiring drug tests shall be the responsibility of the temporary staffing service company.

8.2.2. Nepotism:

- 8.2.2.1. Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity or by marriage shall not, in itself, be a bar to temporary employment by the University of Oklahoma.
- 8.2.2.2. But, no two person who are related by marriage or consanguinity within the third degree shall be given positions in which one is directly responsible for making recommendations regarding promotion or salary for the other, nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other persons remains in the unit, without first receiving the written approval of the Provost, or the appropriate Vice President, **AND** the President of the University.
- 8.2.2.3. Relatives that are within the third degree of relationship to an employee by consanguinity or marriage are as follows: spouse, parent, grandparent or great-grandparent; parent; grandparent or great-grand parent of spouse; uncle or aunt; uncle or aunt of spouse; brother or sister; son or daughter; son-in-law or daughter-in-law; grandson of granddaughter or their spouse; and great-grandson or great-granddaughter or their spouse,
- 8.2.2.4. All personnel employed by the Supplier will at all times and for all purposes be solely in the employment of the Supplier / Vendor.

- 8.2.2.5. The University retains the right to request the removal or reassignment of any Supplier / Vendor employee that the University deems necessary.
- 8.2.3. The Supplier shall submit temporary staffing positions offered and include qualifications, certifications and experience required by the Supplier for each position. Positions that may be desired by the University shall include, but **not limited to**, the following:
- 8.2.4. **Banquet Food Server/Wait staff:**
 - 8.2.4.1. Prior experience for various banquet/event food service and wait staff. Temporary staff personnel will work with current team members to cater events and able to follow instruction. Personnel will be required to perform all tasks associated with good food service, demonstrate excellent work ethic, friendly and professional demeanor, and able to work on their feet comfortably for several hours at a time. Other duties include but not limited to basic fine dining setup and service skills, assist with table and banquet hall preparation prior to an event, assist with food/buffet preparation before and during an event and ensure safe food handling guidelines at all times. Post event tasks include but not limited to clean up, inventory, food storage and tear down and other duties as assigned. Excellent customer service will be required at all times to promote overall guest satisfaction for every event.
- 8.2.5. **Kitchen Preparation/Cook staff:**
 - 8.2.5.1. Able to follow prep list created by chefs to plan duties if available and perform all related kitchen duties to include but not limited to labeling and stocking ingredients for good organization an easy access, measurement and weighing of ingredients to be used in cooking, food preparation and tasks and other basic cooking duties as assigned. Able to maintain a clean and orderly kitchen including dishwashing, sanitizing of surfaces, trash disposal, and other duties as assigned. Ensure all food and other items are stored properly and comply with nutrition and sanitation guidelines. Prior prep cook experience is preferred as well as knowledge of health and safety rules in a kitchen and ability to operate cutting tools and kitchen utensils is also preferred.
- 8.2.6. **Bartending staff:**
 - 8.2.6.1. Prior bartending knowledge and experience. Will need to be licensed and bonded and be able to provide documentation 30 days prior to event. Able to maintain a clean and orderly work area including sanitizing of surfaces, trash disposal, and ensure all drinks are stored properly and comply with sanitation guidelines. Prior bartending experience is preferred as well as a knowledge of health and safety rules and ability to operate cutting tools and kitchen utensils needed for drink garnishes as desired by customer. Note: Faculty House customers will be providing their own alcohol, cups, garnishes, etc.
- 8.2.7. **Requirements/Qualifications/Preferences for all temporary staffing positions:**
 - 8.2.7.1. Must be at least eighteen (18) years of age; twenty-one (21) for alcohol/bartending related positions
 - 8.2.7.2. High school diploma or equivalent preferred
 - 8.2.7.3. Previous related experience as described in **Detailed Specifications**
 - 8.2.7.4. Excellent customer service and interpersonal communication skills
 - 8.2.7.5. Proper dress or uniform required or as assigned for all events including closed-in, slip resistant shoes.
 - 8.2.7.6. Able to lift a minimum of 30 lbs.
 - 8.2.7.7. Able to stand/walk for several hours at a time
 - 8.2.7.8. Reliable transportation
 - 8.2.7.9. Drug Screening:
The University of Oklahoma requires all personnel provided by the Supplier(s) accepted under this agreement to have successfully passed a Drug Screening within six (6) months of hire at the expense of the accepted Supplier(s). Proof of passing Drug Screening is to be provided within thirty (30) days request by the University. Please describe your process.

8.2.7.10. Background Check: The University of Oklahoma requires all personnel provided by the Supplier(s) accepted under this agreement to have successfully passed a Background Check within six (6) months of hire at the expense of the accepted Supplier(s). Proof of passing a Background Check is to be provided within thirty (30) days request by the University. Accepted Supplier(s) acknowledge and agree to ensure that none of its employees or contractors serving on University premises will be a convicted sex offender or violent offender, as specified in Section 6.6.3.1. Please describe your processes.

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

CERTIFICATE OF COMPLIANCE with Executive Order 11246 (as amended) for Contracts in Excess of \$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(s). 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(s) 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)

**8.5. 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.