



UNIVERSITY OF
Central Oklahoma

PURCHASING – BIDS AND CONTRACTS
REQUEST FOR PROPOSAL

Mechanical Work
RFP Number 2020P107

ISSUE DATE: October 30, 2019

PROPOSAL DUE DATE / TIME: November 20, 2019 @ 3:00 PM CST

IMPORTANT NOTICE

IF YOU ARE NOT RESPONDING: 1. CHECK THE BOX FOR "NO RESPONSE", 2. ADD THE REASON FOR YOUR NON- RESPONSE, 3. SIGN, DATE, AND FAX BACK THIS COVER PAGE ONLY, TO 405-974-3838

1. NO RESPONSE

2. COMPANY NAME: _____

3. OUR REASON FOR "NO RESPONSE":

If the full Request for Proposal is not included, you can pull the entire document at:
<https://sites.uco.edu/administration/pur-pay-trav/new-purchasing/bid-opportunities.asp>

DIRECT ALL QUESTIONS & INQUIRES TO:

Primary Contact

Chuck Adams

Buyer III, Procurement Services

E-Mail: cadams38@uco.edu

Department Fax: 405-974-3838

Secondary Contact

David B Young I

Director, Procurement Services

E-Mail: dyoung28@uco.edu

No phone calls shall be accepted during the solicitation posting. Email or Fax communications are the only acceptable forms of communication and shall be posed during the designated and acceptable time frame according to the RFP directive.

1.0 The University of Central Oklahoma (UCO)

1.1 About the University

If you are not familiar with UCO, you can find information about our University at the University's website www.uco.edu.

1.2 UCO – A Green Campus promoting Sustainability

The University of Central Oklahoma supports Green Purchasing, upholding the philosophy of a Green Campus by assessing the environmental impacts of incoming commodities and outgoing waste. We encourage proposals to include economical and environmentally friendly products and service options which serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution and/or offer resource efficiency. It is our goal to maximize environmental responsibility on the UCO Campus.

1.3 Campus Map

A UCO Campus Map can be located on the University's website per the following link: <http://www.uco.edu/resources/maps.asp>

2.0 General Information and Instructions to Proposers

2.1 Original RFP Document

The UCO Procurement Services Department shall retain the Request for Proposal (RFP), and all related terms and conditions, addenda, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 Specific Proposal Instructions, Organization, Preparation, Submission & Opening

The UCO Purchasing Affidavit (Attachment A), Vendor Qualification/Financial Resource Statement (Attachment B) and Certificate of Compliance with Executive Order 11246 (Attachment C), all attached herewith, and any applicable addenda, are required portions of the submitted proposal. Other attachments, per RFP, may also be required portions of submitted proposals.

2.3 Schedule of Events

The following is a tentative schedule applicable to this RFP. UCO reserves the right to make changes in accordance with the University's needs.

<u>Action</u>	<u>Date</u>
Issue RFP	10/30/19
Last day for Vendor to email questions	11/8/19, 1:00 PM, CST
Tentative Addendum Post Date	11/12/19
RFP Closing Date and Time	11/20/19, 3:00 PM, CST
Evaluation Period	TBD
Vendor Presentations	TBD
<u>Tentative</u> Notice of Award	TBD
Implementation	12/11/19

We are unable to offer responses to inquiries about the solicitation after the award. Proposing Vendors can seek the following link to the UCO Legal Counsel website/Open Records/Fax Transmittal & Request for Public Record Form for any additional information sought after the award. Thank you for supporting our compliance with statute and policy.

<http://www.uco.edu/administration/legal/documents-forms.asp>

2.4 Pre-Proposal Conference – N/A

If a pre-proposal conference has not been scheduled, UCO reserves the right to schedule a pre-proposal conference at a later date PRIOR to the due date of the Proposal if, in the sole judgment of UCO, there is a need for such conference.

2.5 Pre-Proposal Site Visit - N/A

A site visit is required if the project is such that the vendor shall have actual knowledge of the physical situation relative to the solicitation in order to submit a valid response.

2.6 Accommodations for People with Disabilities

If the vendor, or any of the vendor's employees, participating in this RFP needs or has questions about the University's accommodations for people with disabilities please contact the UCO Procurement Office by telephone 405-974-3340, to make the necessary arrangements. Requests should be made as early as possible to allow time to arrange the accommodations.

2.7 Performance and Payment Bonds – Not Required

Vendors should read this document closely to determine whether a performance bond or similar requirements are indicated for this RFP. If project cost exceeds \$50K, bond is required per Title 61 O.S. 113.B. Vendors shall ensure that complete and competent evidence of such coverage is provided to the University in their proposal package. The Bond and insurance are required to be in effect and cover 100% of the project until accepted in total by UCO.

2.8 Originals/Copies - Submission Deadline and Location

The RFP and all attachments, to also include any applicable & acknowledged addenda, are to be included within the required proposal submissions which include one (1) original signature copy, marked "ORIGINAL" along with three (3) photocopies of your proposal marked "Copy 1" through "Copy 3". The signer of the PROPOSAL for the vendor shall be a legally authorized representative capable of binding, through contract, the vendor and vendor's organization. The original proposal, all attachments and all required copies may be bundled in one sealed package. Any confidential or proprietary information shall be sealed in a separate envelope within the submission envelope/package and clearly marked as CONFIDENTIAL/PROPRIETARY. ***Facsimile and/or Email Proposals shall NOT be accepted.*** All Proposals shall be submitted and received by the University **NO LATER THAN 3:00PM CST, Wednesday, November 20, 2019**

Proposals shall be addressed as follows with the "University of Central Oklahoma Request for Proposal #2020P107, Mechanical Work" **clearly marked on the outside of the sealed package** to:

University of Central Oklahoma
Attention: Chuck Adams, Buyer III
Bid Proposal Enclosed (2020P107 Mechanical Work)
Lillard Administration Bldg., Room 109
100 North University Drive
Edmond, OK 73034

Office hours for receipt of proposals are: Monday through Friday, 9 A.M. through 5 P.M., Central Standard Time. Offers may be hand delivered, express mailed, or otherwise sent to arrive prior to the closing time set for receipt of offers, as determined by the clock in the UCO Procurement Services office.

2.9 Communication, Questions, Inquires

From the date of RFP issue, to the submission closing date, the vendor shall not make available or discuss any part of their proposal with any employee or agent of the University, unless prior permission is requested in writing by the vendor and granted in writing, from the Director of Procurement Services or designee. The sole contact between the University and vendor for questions, inquires, clarifications or interpretations related to the terms and conditions, process, procedures, language, and/or specifications of the RFP is the Director of Procurement Services or designee. For communication purposes all questions and inquiries regarding this document shall only be directed in writing to the attention of:

Primary Contact: Chuck Adams, Buyer III
Procurement Services
E-mail: cadams38@uco.edu
Department Fax: (405) 974-3838

Secondary Contact: David B Young I, Director
Procurement Services
Email: dyoung28@uco.edu

Questions and/or information requests may be submitted as they occur, but NOT LATER THAN **1:00 PM CST, Friday, November 8, 2019**. Email questions, referencing ***“Questions for RFP# 2020P107” on the correspondence***. Questions and answers shall be posted to the website as one addendum to the solicitation. Any applicable addenda in relation to this RFP Solicitation are required to be executed and included in the vendor submission. Proposals missing addenda shall be deemed as unresponsive and therefore, disqualified from evaluation.

Should any vendor seek to receive RFP Updates/Addenda directly to a named person in the company rather than searching for addenda on the purchasing website in accordance to Section 2.3 Schedule of Events, please contact the Director and Buyer noted above by email. The subject line of the email communication should note “Vendor Application Attached – Please add my company to the bidder list for RFP 2020P107”. The Vendor Application can be found at the following link and should be completed and attached to this email directed to the Director and Buyer.

<https://sites.uco.edu/administration/pur-pay-trav/new-purchasing/information-for-vendors.asp>

- 2.10** The University reserves the right not to notify Suppliers whose RFP Responses are not selected for further consideration or notice of award. If the University decides to notify such Suppliers in writing, it will send the notifications to the address, or email address, indicated in each such Supplier’s Proposal.

3.0 Terms and Conditions Governing the Resulting Contract

3.1 UCO Standard Terms & Conditions

Standard Terms & Conditions are available at the following link:

<https://sites.uco.edu/administration/pur-pay-trav/new-purchasing/information-for-vendors.asp>

Select document noted as UCO Standard Terms and Conditions.

By submitting a quotation, proposal or bid, the supplier or vendor is agreeing to adopt the UCO Standard Terms and Conditions as the Terms and Conditions applicable to this transaction.

3.2 The Resulting Contract

The resulting contract shall consist of (1) UCO solicitation (whether RFQ, RFP or ITB) and any changes, additions, deletions or clarifications per addenda, (2) Negotiations rendered to writing and signed by both

parties, (3) Vendors qualifying Response/Quote/Proposal/Bid, and (4) UCO Terms & Conditions. This shall also be the priority order by which any conflict in the contract shall be resolved.

3.3 Sexual and Verbal Harassment

The policies of the University, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any University employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of the University of Central Oklahoma. Vendors and contractors are required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees or subcontractors may be immediately removed from the project site and from University premises.

3.4 Vendor Restriction Against Hiring University Employees

For the duration of this project, the vendor shall agree that neither the vendor nor any subcontractors shall solicit for employment or employee any University staff member.

3.5 Specific and Unique Terms and Conditions applicable to this RFP

The following Terms and Conditions, along with the UCO Standard Terms and Conditions, incorporated by reference, shall become part of any Agreement resulting from this RFP between the University and the vendor.

- A. This RFP does not contain bond requirements.
- B. Vendor is responsible for cleaning the work area of all debris, providing their own clean up bins and labor. Vendor shall assume ownership for a safe and secure work area.
- C. This work is not time/schedule sensitive but is limited to a "not later than" date.
- D. This is a firm fixed price solicitation. Please state all costs clearly and completely; UCO shall not accept hidden charges or costs not disclosed as part of this proposal.
- E. Prices quoted herein shall remain effective for the entire initial term of the contract. Any price increase projected after the initial term shall be submitted by the vendor in writing to the Director of Purchasing by July 31 of each year, with sufficient documentation of the price change request. If UCO agrees to accept the price change, an acknowledgement shall be issued by UCO with an addendum to be executed by UCO and the vendor.
- F. No work shall be sublet by the proposing Vendor unless the subcontractor information has been noted in the proposal and approved by UCO. Subletting after the award without written approval from UCO shall result in possible termination of the awarded contract.
- G. Contract is for 1 year with option to renew for additional 4 one-year terms. Renewal is based on vendor performance and appropriation of funds. Contract shall commence on December 11, 2019 and run through December 10, 2024 if all renewals are accepted. Contract may be terminated by either party with 30-days written notice.

3.6 HB 1804, Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

Pursuant to 25 O.S. 1313, effective 7/1/08, all individuals, contractors, subcontractors or vendors are prohibited by State Law from entering into a contract with a public employer for the performance of services within the State of Oklahoma unless registered and participating in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. 1312 and includes, but is not limited to, the free Employment Verification Program (EEV) available at: www.dhs.gov/E-Verify

By accepting a purchase order from the University of Central Oklahoma or executing a contract on part of the vendor with the University, the individual, contractor or vendor warrants and attests that they are registered and participating in the Status Verification System. Vendor declares its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. These warranties shall remain in effect through the entire term, including all renewed periods if applicable, of the contract. The University reserves the right to request copies of documents certifying compliance with this requirement.

3.7 UCO Transportation and Parking

Effective August 18, 2008, contractors and vendors parking on the UCO Campus shall be required to purchase UCO parking passes in the student and faculty/staff lots. Please see the Transportation and Parking Services website for contractor and vendor parking rates and regulations:

<http://www.uco.edu/administration/safety-transportation/transportation-parking-services/index.asp>

3.8 Information Technology for Individuals with Disabilities – Section 508 Federal Law

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology acquisitions, agreements and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

3.9 Tobacco-Free Campus

Effective 7/1/2010, UCO is a tobacco-free campus. The University appreciates compliance.

3.10 Requirement for Criminal Background Checks

The vendor awarded this RFP shall be fully responsible for the provision and support of goods and services required hereunder. Any subcontractors shall be approved in writing and in advance by UCO; all vendors and sub-contractors shall adhere to the resulting original RFP and the terms of any resulting Agreement(s). Vendors and any subcontractors and all visitors on campus related to such contract shall conduct themselves in a professional and courteous manner at all times with UCO faculty, staff, and/or students, as well as any other customers, contractors or individuals with whom the vendor comes in contact as a result of this contract or in the course of providing goods or services hereunder while working or visiting the campus.

- A. If UCO, in its sole discretion, reasonably believes that an employee, agent or subcontractor of the Vendor assigned to provide goods or services to UCO pursuant to this Agreement has engaged in conduct inconsistent with the requirements herein, UCO may so notify the Vendor and the Vendor shall promptly reassign said employee, agent or subcontractor so that they will no longer provide goods or services pursuant to this Agreement.
- B. The Vendor shall warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks shall demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.
- C. The Vendor warrants they are supplying employees who have passed a background check(s). Vendor agrees to defend, indemnify and hold harmless UCO, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.
- D. The most common minimum background check does the following:
Social Security Trace

County Level Criminal Search (in all counties as found by the Trace)
National Sex Offender Search Statewide Criminal
National Criminal Database Federal Criminal
State Sexual Offender Search
Motor Vehicle Report

4.0 Evaluation Criteria

4.1 Proposal Evaluation

Proposals shall be evaluated by a committee designated by the UCO Procurement Services Department.

Evaluation criteria for this RFP shall be as follows:

- A. Cost effectiveness of proposal
- B. Industry Experience
- C. References

5.0 Specifications

Statement of Objective

The University of Central Oklahoma is soliciting proposals for:

Repair and/or installation of plumbing and/or heating and air-conditioning devices or components.

Furnish all labor, truck, equipment and tools necessary for general maintenance, repair and/or installation of plumbing, boiler and/or heating and air conditioning piping, insulation and devices associated with all facilities at The University of Central Oklahoma including all off-campus facilities in the OKC area. All materials and/or repair parts will be supplied by owner unless directed otherwise. In some cases, the vendor will need to look at the work, make a supplies/materials list and return when supplies are on hand to perform the work. In some cases, the vendor may be asked to furnish all supplies/materials depending on the difficulty or size of the project. A purchase order shall be issued before work can be done. In the case of an emergency, a purchase order is not necessary in order to begin the work. Bids shall be figured for one truck with tools and equipment, and one licensed technician. A price for each additional technician's helper, if needed. Pricing shall include all cost associated with personnel, tools and truck expenses. Vendor must furnish all insurance and workers compensation before work can begin. **This is an IDIQ contract on an as needed basis.** For each repair call, the minimum charge of two hours shall be utilized. All chargeable time will start at the checking in on campus and end at the completion of work on site. Vendor agrees to respond to any service call within 24 hours and to an emergency call within 4 hours. Must have a valid state license in Plumbing, Boiler repair and installation and Heat and Air Conditioning (Mechanical). Any welding on piping shall be done by a certified welder. All workers must be able to communicate in English for clarity and good communication. Vendor shall identify qualified contact person and furnish emergency phone numbers for all disciplines.

Invoices shall include listed hours per day worked and any materials supplied shall be listed on separate line with material tickets attached. The percent of increase for materials are to be listed on a separate line before the total cost.

In some cases, it may be necessary to employ a subcontractor for special conditions: saw cutting concrete, coring and drilling holes, etc. These costs shall be listed on the estimate of work separately. If there are other items you wish to be considered that are not listed related to this type of work, please list them on a separate sheet of paper and submit them with your bid.

Price for one truck and one technician per hour rate of: \$ _____ Per Hour

Price for each additional technician helper per hour rate: \$ _____ Per Hour

Percent of increase for cost of materials, wholesale cost plus: \$ _____ Percent

Price for insulator subcontractor lead worker per hour rate: \$ _____ Per Hour

Price for insulator subcontractor worker per hour rate: \$ _____ Per Hour

Price for Certified Welder per hour rate: \$ _____ Per Hour

List contact person and emergency phone number, Plumbing: _____

Phone number: _____

List contact person and emergency phone number, Mechanical HVAC: _____

Phone number: _____

6.0 Cost of Proposal – Pricing Structure

6.1 Provide

The total costs of proposed item(s), service(s), proposed solution(s), indicating whether each cost is one-time, incremental, or recurring costs for UCO after completion, should be clearly delineated within the proposal. Costs shall be line itemed.

6.2 Payment Terms, Incentives, and Penalties

If payment is required on other than a 45-day basis, by appropriate invoicing, please identify the vendor requirements. The University issues purchase orders and therefore shall be invoiced by purchase order and pay by purchase order. Applicable vendor invoices should be billed within 30 days of completion of services and/or delivery of goods. Being the University has fiscal year funding and budgets, any disputes or payment issues shall be addressed within the current fiscal year or within 45 days of each fiscal year close. Payments made by the University shall be applied to the appropriate purchase order and applicable invoice, per the vendor's accounting system. Payments applied to the oldest vendor balance are unacceptable. Vendors are responsible for keeping current on any payment/invoice issues to insure appropriate receipt of payments.

6.3 Other Costs

If a form for the itemized costing of your proposal is not supplied by UCO in the Specifications, Section 5.0, or by way of attachment, please list on a separate sheet, any other costs, not included in the above, necessary to provide the equipment, goods or services of your proposal. Include associated cost and the reasons therefore. UCO shall be able to clearly understand your proposal and the cost structure you propose.

6.4 Costs Proposed Based on Volume

This RFP, and any resulting contract, contemplates the possibility that UCO may wish to form purchasing partnerships or alliances with other higher education institutions to include, but not limited to, the Regional University System of Oklahoma and/or institutions in the Community College System. UCO reserves the right to re-negotiate costs and/or services on behalf of these partnerships and alliances based on the increased volume of business offered to our vendor partner. Additional savings offered by the vendor following these re-negotiations shall be deemed as an amendment to the existing contract and made available to UCO's partners and alliance members.

4. Non-Collusion/Conflict Of Interest section, [With regard to any competitive bid for goods or services, which is issued by the State of Oklahoma or any of its agencies, Oklahoma laws require each vendor to execute and submit a notarized sworn Statement of Non-Collusion/Conflict of Interest, the following section of the Purchasing Affidavit fulfills that requirement.]

A. That by signing below, Proposer/Vendor certifies that in accordance with 74 O.S. §85.23, he/she or firm does not have any substantial conflict of interest sufficient to influence the proposal process on this proposal.

B. That (s) he is the duly authorized agent by the Proposer/Vendor to submit the attached bid 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;

C. That (s)he is fully aware of the facts and circumstance surrounding the making of the bid/contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

- D.** That neither Proposer/Vendor nor anyone subject to the Proposer/Vendor’s direction or control has been a party:
1. To any collusion among proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 2. 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
 3. In any discussions between proposers and any state official concerning exchange of money or other thing of value for special consideration in the letting of this contract.

E. I certify, if awarded the contract, whether competitively bid or not, neither the Vendor nor anyone subject to the Vendor’s direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or the University of Central Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

F. That in accordance with 74 O.S. §85.42.b, the Proposer/Vendor further certifies that no person(s) who has been involved in any manner in the development of that contract while employed by the State of Oklahoma or University of Central Oklahoma shall be employed to fulfill any of the services provided for under said contract.

G. Completed W-9 shall be attached.

Further Affiant sayeth Not.

Signed

Title: _____

Company

F.E.I.N. Number: _____

Subscribed and sworn to before me this ____ day of _____, 20__.
(SEAL)

Notary Public Commission Number: _____
My Commission Expires: _____

Total number of years in business: _____

Total number of years in the type of business requested by RFP: ____

Type of Work:

_____ Manufacturer

_____ Distributor

_____ Retail Dealer

_____ Service

Other: _____

_____ Business Enterprise

Certification / License Nos. assigned and from whom (if any): _____

_____ Construction:

[] General Contractor [] Design-Builder [] Material Supplier _____
Indicate Type

[] Sub-Contractor: [] Mechanical, [] Plumbing, [] Electrical,

[] Other sub: _____
Indicate Type

Sales Contact Name: _____

Sales Contact Address: _____

Sales Contact Phone Number: _____

Sales Contract Fax Number: _____

Sales Contact Email Address: _____

Customer Service/Order Entry Contact Name: _____

Customer Service/Order Entry Phone Number: _____

Customer Service/Order Entry Fax Number: _____

Customer Service/Order Entry Email Address: _____

Website Address: _____

Accounting Contact Name: _____

Accounting Contact Address: _____

Payment remit to address, if different than the above:

Accounting Contact Phone Number: _____

Accounting Contact Fax Number: _____

Accounting Contact Email: _____

E. Reference Request:

Please include three (3) references for clients with whom your company has competed projects of similar size and scope. Preferred references would include those with whom you have had long term partnerships and those within the realm of higher education. **Include all contact information. All shall be noted on a separate sheet, included in the proposal.**

F. Financial Resource Information:

[The following information shall assist UCO in evaluating the comparative financial resources of competing Proposers/Vendors. It is understood and acknowledged that the information is requested by UCO solely as an indication of the Proposer's fiscal responsibility.]

Dun & Bradstreet Bidder/Supplier's Number: _____

F.E.I.N. Number: _____

The Vendor's primary bank:

Name: _____

Address: _____

Account Manager: _____

Telephone number(s): _____

Fax number(s): _____

Note: If the current bank account has existed less than one year, furnish the above information for the previous bank as well.

IF requested shall you provide a Financial Statement: _____ Yes _____ No

If 'Yes' shall be Audited _____ or Reviewed _____

The above and foregoing are true and correct to the best of my knowledge.

Witness, this _____ day of _____, 20____, by:

Signature

Typed / Printed name

Title

Company / Firm

ATTACHMENT C SHALL BE READ, SIGNED, AND RETURNED
Certificate of Compliance with Executive Order 11246 (as amended)
 For Contracts/ Subcontracts in excess of \$10,000
 For Contracts in excess of \$50,000 or Contractors with over 50 employees

During the performance of this contract, the Vendor agrees as follows:

(1) The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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 Vendor 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.

(2) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Vendor shall 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.

(4) The Vendor shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Vendor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall 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.

(6) In the event of the Vendor'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 No. 11246 of Sept. 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.

(7) The Vendor shall include the provisions of paragraphs (1) through (7) 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 shall be binding upon each subcontractor or vendor. The Vendor shall 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." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

By signature below, I / we agree (check the box that is appropriate, date and sign):
 to comply with the terms of Executive Order 11246 for the purposes of the solicitation to which this is appended. Or,
 that I/we (said organization) is already in substantial compliance with Executive Order 11246.
Witness my hand this _____ day of _____, 20_____.

Signature

Print Name

ATTACHMENTS D:

1. Completed W- 9 shall accompany the Vendor's proposal. Blank document can be found at the following link:
<http://sites.uco.edu/administration/pcard/files-procard/W9.pdf>
2. Completed vendor application shall accompany the Vendor's proposal. Blank document can be found at the following link:
<http://www.uco.edu/administration/pur-pay-trav/files/files-pur-forms-docs/vendor-application.pdf>

ATTACHMENTS E:

1. All posted Addenda must be acknowledged, by signature and submitted along with the Vendor's proposal.