

The OSU and the A&M Systems
Office of Central Procurement

Building a Better Bid

Getting the most from the Best Value RFP



Agenda

- Purchasing Department Overview
- Best Value -vs- Lowest and Best
- Definitions and Terms
- OSU and the A&M System Terms and Conditions – Breakout
- Bid Specifications
- Bid Evaluation Criteria
- Specifications – Breakout
- OK Corral – e-bid platform
- Specifications designed for a Sourcing Event



Purchasing Philosophy

Purchasing Department Philosophy

PARTNER with all units, departments, colleges, divisions, and campuses to assist, guide, and direct the procurement process of OSU and the A&M System through open communication, cooperation, and working to establish two-way dialogue early in the procurement process.

- Ways to build a PARTNERSHIP
 - Get to know a Buyer in the Office of Central Procurement (OCP) that works with your commodities
 - If not sure, ask questions before starting a requisition or bid request.
 - Seek out advise on best plan for the project or purchase
 - Partner with a Buyer in OCP to develop and complete all needed requirements or specifications PRIOR to submitting a requisition.



Purchasing Mission

Mission:

- Purchasing facilitates the procurement of goods and services for the OSU System and the A&M Colleges on a timely and “best value” basis or “lowest and best” basis; and provides administrative direction within established standards.
 - **Best Value** - means tradeoff price between price and performance that provides the greatest overall value benefit under the specified selection criteria. (Lowest price doesn't mean it is the best value). *NEW*
 - **Lowest and Best** - means an acquisition based on criteria which include, but not limited to the following: The lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed acquisition with the OSU/A&M Board of Regents planning documents and announced strategic program direction



Types of Bids

Best Value -vs- Lowest and Best

Board Policy 30:10-01-02.8 – *"Acquisitions or contracts shall be awarded to the lowest and best or best value bid response."* (revised 3/4/16)

OSU and the A&M System Purchasing Department



Types of Bids

Purchasing – Best Practices – Bids over \$25,000

- “Best Value” (NEW) –vs– “Lowest and Best” (PREVIOUS)
 - **Best Value** – Bid specifications will be developed to include an evaluation criteria and matrix. **The lowest price does not mean the best value, bids will be evaluated**
 - **Lowest and Best** – The award is based on the lowest bid meet all specifications. **The lowest price, wins.**



Small Group Discussion

Terms and Conditions (T&C's)

Review Handout – OSU and the A&M System Terms and Conditions

- Discuss assigned sections
- Review the importance of the section
- Determine the positive implications
- Suggested improvements
- Select 1 person to report for the group

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Bid Specifications

Bid Specifications – A precise description of the physical or functional characteristics of a product, service, or combination.

- A description of what the purchaser seeks to buy and what a bidder must respond to in order to be considered for award or a contract or purchase order.
- The intent of a good specification is to enable suppliers and service providers to compare their products and services against stated requirements that are presented on an equal basis. It will also allow the buying organization to competitively evaluate solicitation responses and determine functional equivalency, if appropriate.
- **QUESTION: WHO IS THE EXPERT?**
OSU (staff, purchasing, faculty) or the MARKET (industry)



Bid Specifications

Bid Specifications:

- PARTNER WITH PURCHASING in ADVANCE
- Specs can state a need or dilemma and seek the best solution – much like a grant is written (*Ask - HOW best to meet our needs instead of telling them WHAT we want*)
- Specs should be general, but describe elements needed to accomplish the objective
- Written so a supplier can review the specifications and provide you a response that will meet your needs.
- Assume the supplier knows nothing – if you do not give explicit details, they will not know how to bid or what to supply
- Any supplier assisting with the writing of specifications may be disallowed from the bidding process



Bid Specifications

Bid Specifications

- Basic Design (Service)
 - Description, Purpose and/or Background
 - Term – from date of award through June 30, 2016 with the option to renew for three (3) additional one-year periods
 - Scope of Work (details of what is to be performed)
 - Quality and Expertise
 - References, resume of each consultant
 - Company history and details of similar projects in last 2 years
 - Proposed Timeline
 - RFP Submission Requirements
 - Evaluation Criteria

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Bid Specifications

Bid Specifications

- Basic Design (Product)
 - Description, Purpose and/or Background
 - Target Date – Delivery
 - Technical Details – Specifics
 - Drawings and diagrams
 - Performance within set parameters
 - Quality and Workmanship
 - References, years in business, competitive edge in the market
 - Warranty
 - Evaluation Criteria

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Best Value Evaluation Criteria

Selection Criteria includes not limited to:

- Operational cost
- Quality
- Technical competency
- Reliability
- Facilitation of data transfer and systems integration
- Warranties and guarantees
- Return policy
- Bidder's financial stability
- Adherence to planning documents and announced strategic program direction
- Experience and record of successful past performance with acquisitions of similar scope and complexity
- Anticipated acceptance by user groups
- Proven development methodology, and innovative use of current technologies that lead to quality results



Bid Evaluation Criteria

Bid Specifications – Best Value

- Evaluation Criteria – example of weighted matrix:
 - Price, References, Overall responsiveness to proposal, and Other (4 areas)
 - Price will be - 20 points
 - References - 25 points
 - Overall responsiveness to proposal - 25 points
 - Other (items from independent investigation as necessary) – 30 points
- The Department / Unit will establish an evaluation committee to score the “Quality” portion of the bid responses. Committee can be any size.
 - Ranking by individuals
 - Complied into a summary

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Best Value – weighted evaluation matrix

			Pricing							
	Company		Discount	Rebates	SciQuest	Product Offering	References	Other	*Total	
		Pts Possible	25		15	25	25	10	100	
1	Fisher Scientific		25		15	25	20	10	95	Award
2	VWR		25		15	20	25	10	95	Award
3	Qiaqen, Inc		25		15	25	20	10	95	Award
4	Bio-Rad		20		15	25	20	10	90	Award
5	Airgas		25		15	25	5	10	80	Award
6	Chemglass		20		0	25	20	10	75	Award
7	Agilent Technologies		10		5	15	20	10	60	Award
8	Teledyne Instruments		20		0	15	0	10	45	No
9	Glow Research		5		0	10	20	5	40	No
10	Bruker		5		0	10	5	10	30	No

*This sheet will calculate the point totals in the total column

Discount % & Rebate = 25

Puncout=15

Full = 25

Known=10

High Discount Only = 20

Hosted = 5

Large Listing = 20

Unknown=5

Low discount = 10

Limited = 15

Min Discount = 5

Few=10

Bid Specifications – Group Discussion

Specifications – Handout – each person has a copy

- Keep 1 copy in the group clean
- Mark up the other copies with edits and notes
 - Review Specifications for terms and conditions (compare to OSU T&C's)
 - Mark through language to be deleted
 - Make edits as needed
 - Highlight areas as needed
 - Review Specifications for details needed for bid



OK Corral – e-bid platform

OK Corral – Is a comprehensive e-procurement system used by the entire A&M System. It is the system for creating purchase orders, submitting bids, and managing contracts

- Review OK Corral – OSU and the A&M System e-bid platform
- Sourcing Event – Step-by-step look at the process
 - What is required?
 - Specifications
 - List of Vendors (Min of 3) – contact name, email, phone
 - Evaluators – Panelists
 - List of Items and descriptions
 - Questions



OK Corral – e-bid platform

OK Corral – Sourcing Event

- A tour of the OK Corral e-bid system
- See how it interphases with the Specifications
- Review the features and functionality of the system
- Requisition converts to Sourcing Event
- Sourcing Event to Award and Award to Purchase Order

Specifications – Revisited

- Review Specifications that were edited
- Compare to what is needed in OK Corral
- Make updates and edits as needed

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Building a Better Bid

QUESTIONS?

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Terms and Conditions of Oklahoma State University and the A&M Systems

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Best Value" means tradeoff between price and performance that provides the greatest overall value and benefits proposed within the scope of a solicitation.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Lowest and Best" means an acquisition based on criteria which include, but are not limited to the following: The lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed acquisition with the OSU/A&M Board of Regents planning documents and announced strategic program direction.
- A.1.6. "Responsibility" or "Responsible Supplier" means a supplier who demonstrates capabilities in all respects to fully perform the requirements of a contract that may include, but may not be limited to, finances, credit history, experience, integrity, perseverance, reliability, capacity, facilities and equipment, which will ensure good faith performance.
- A.1.7. "Solicitation" means a request or invitation by the Chief Procurement Officer or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.8. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Inquiries

All inquiries during the bid and evaluation process must be directed to the Buyer of Record, OSU and the A&M Systems Office of Central Procurement, by phone at 405-744-5984, fax 405-744-5187, email purchase@okstate.edu, or if you are responding to an online solicitation please use the associated Question and Answer Board. Contact with the end user, department, or contracted parties during the bid and evaluation process may disqualify bid.

A.3. Bid Submission

- A.3.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with completed information and any other forms required by the solicitation.
- A.3.2. Bidders shall submit only **ONE** response per item and guarantee unit price to be correct.
- A.3.3. Any separate agreement or proposed contract(s) that will be required by the bidder must be returned with the initial bid response. Failure to comply may forfeit the inclusion opportunity.

A.4. Solicitation Amendments

- A.4.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by The Office of Central Procurement.
- A.4.2. It is the Bidder's responsibility to check the public website and your registered Jaggaer (OK Corral) supplier portal frequently for any possible amendments that may be issued. The OSU and A&M System is not responsible for a bidder's failure to download and complete any amendment documents required to complete a solicitation.

A.5. Bid Change

If a bid requires the bid submission to be mailed with hard copies and if the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to The Office of Central Procurement with the following statement; "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.6.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.6.1.2. of this certification; and
 - A.6.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.6.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.
- A.6.3. The OSU and A&M Systems reserves the right to conduct our own independent investigations into your company through whatever means are deemed necessary to determine responsibility.

A.7. Bid Opening

- A.7.1. Sealed bids related to Title 61 of the Oklahoma Statutes will be opened by The Office of Central Procurement at the office of the OSU/A&M Chief Procurement Officer or designee, 1224 N Boomer Rd, Stillwater, OK 74078 (unless otherwise specified), at the time and date shown on this bid.
- A.7.2. When a public bid opening is requested for sealed bids other than that of Title 61 of the Oklahoma Statutes, the opening will be held at a predetermined location, and only the responding bidder(s) names will be disclosed.

A.8. Open Bid / Open Record

Pursuant to the Oklahoma Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for Oklahoma State University and the A&M System outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5) and 24A.10].

Additionally, financial or proprietary information submitted by a bidder may be designated by the OSU/A&M Chief Procurement Officer as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. § 34.11.1(H)(2) and 74 O.S. § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. It is suggested that the confidential sections be identified in the bid document and those items submitted under separate cover. The Chief Procurement Officer shall make the final decision as to whether the documentation or information is confidential. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.9. Late Bids

Bids received by The Office of Central Procurement after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.10. Legal Contract

- A.10.1. Submitted bids are rendered as a legal offer and any bid, when accepted by The Office of Central Procurement, shall constitute a contract.
- A.10.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.10.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.10.2.2. Solicitation, as amended (if applicable); and
 - A.10.2.3. The Terms and Conditions of OSU and The A&M System as set forth in this document.
 - A.10.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.10.4. Oklahoma law requires each bidder submitting a response to an agency of the State of Oklahoma for goods or services to furnish a signed statement of non-collusion, therefore this bid is INVALID if not signed. This requirement may be satisfied by electronic signature or acknowledgement as permitted by the Chief Procurement Officer.

A.11. Pricing

- A.11.1. Bids shall remain firm for a minimum of one hundred eighty days (180) days from the solicitation closing date.
- A.11.2. Bidders guarantee unit prices to be correct.

A.12 Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information purposes and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.13. Clarification of Solicitation

- A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to The Office of Central Procurement and the Buyer as specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.13.2. If a bidder fails to notify the Buyer of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.13.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Buyer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.14 Negotiations

- A.14.1. When the solicitation evaluation criteria is Best Value, the OSU/A&M Chief Procurement Officer reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the OSU/A&M Universities. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that will mitigate risk. All issues will be considered negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the bidder's proposal.

A.15. Rejection of Bid

The OSU/A&M Chief Procurement Officer reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may also be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability.

A.16. Award of Contract

- A.16.1. The OSU/A&M Chief Procurement Officer may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the OSU/A&M Chief Procurement Officer to be in the best interest of The OSU and A&M Systems.
- A.16.2. Contract awards will be made to the best value bidder(s) unless the solicitation specifies that lowest and best criteria is being used.
- A.16.3. In order to receive an award or payments from the OSU and the A&M Systems, suppliers must be registered. The vendor registration process can be completed electronically through The Office of Central Procurement website at the following link: <http://purchasing.okstate.edu>

A.17. Contract Modification

- A.17.1. The Contract is issued under the authority of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges as delegated to the OSU/A&M Chief Procurement Officer who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the OSU/A&M Chief Procurement Officer.
- A.17.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by The Office of Central Procurement in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.18. Delivery, Inspection and Acceptance

- A.18.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the requesting department at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. OSU and the A&M Systems assume no responsibility for goods until accepted by the requesting department at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by The Office of Central Procurement.

A.19. Invoicing and Payment

- A.19.1. Pursuant to 74 O.S. §85.44B, invoices will be paid in arrears after products have been delivered and accepted as satisfactory or services have been provided.
- A.19.2. Payment terms are Net 30 after receipt of goods or services and invoice.
- A.19.3. The System reserves the right to short pay invoices that include miscellaneous fees not included in the suppliers' quote, proposal, or contract with the System.

A.20. Tax Exemption

All acquisitions of OSU and the A&M Systems are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.21. Audit and Records Clause

- A.21.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with OSU and the A&M Systems, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.21.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.22. Non-Appropriation Clause

The terms of any Contract resulting from this solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the department may terminate its obligations under the contract if sufficient appropriations are not made by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) department's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.23. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.24. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Payne County, Oklahoma or other as designated by the OSU and A&M Systems.

A.25. Termination for Cause

- A.25.1. The supplier may terminate the Contract for default or other just cause with a minimum 30-day written request and upon written approval from The Office of Central Procurement. OSU and the A&M Systems may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.25.2. OSU and the A&M Systems may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of a department and detrimental to its cause, when conditions preclude the 30-day notice, or when the OSU/A&M Chief Procurement Officer determines that an administrative error occurred prior to Contract performance.
- A.25.3. If the Contract is terminated, OSU and the A&M Systems shall be liable only for payment for products and/or services delivered and accepted.

A.26. Termination for Convenience

- A.26.1. OSU and the A&M Systems may terminate the Contract, in whole or in part, for convenience if the OSU/A&M Chief Procurement Officer determines that termination is in the OSU and the A&M Systems' best interest. The OSU/A&M Chief Procurement Officer shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the OSU/A&M Chief Procurement Officer.
- A.26.2. If the Contract is terminated, OSU and the A&M Systems shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.27. Insurance

When applicable, the successful bidder will be required to maintain such insurance as will protect themselves as well as OSU and the A&M Systems from its contingent liability from claims under Worker's Compensation acts and from any other claims for damage as public liability from operations under this contract, whether such operations are by themselves or any subcontractor or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with OSU and the A&M Systems before a Purchase Order can be issued, and shall be subject to OSU and the A&M Systems approval of adequacy of protection per the following:

- A.27.1. The Certificate of Coverage will be made to: Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, The Office of Central Procurement, 1224 N. Boomer Road, Stillwater, OK 74078 unless otherwise specified.
- A.27.2. Minimum coverages will include: Business Liability \$1,000,000. Automotive Liability \$1,000,000. Workers Compensation coverage as required by the State of Oklahoma. Other levels of coverage may be required or approved by the OSU/A&M Chief Procurement Officer.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Affidavit of Completion

When applicable, any contract shall, in lieu of bond, demonstrate by means of an affidavit of payment, of all indebtedness incurred by such contractor or their subcontractor who performs work in performance of such contract, for labor and materials and repairs to and

parts for equipment used and consumed in the performance of said contract. The required affidavit will be attached to the purchase order issued to the successful bidder and must accompany the invoicing for final payment.

A.30. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30.1. Pursuant to Executive Order 11246 (as amended) Equal Employment Opportunity, all bidders shall complete the "Certificate of Compliance with Executive Order 11246 (as amended)" form for all bids exceeding \$10,000.

A.30.2. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

A.30.3. If services include the use or disclosure of Patient Health Information (PHI) then a HIPAA Business Associates Agreement will be required prior to the beginning of services.

A.30.4. By submitting a bid for goods and/or services, the bidder certifies they hold a current sales tax permit in accordance with the laws of Oklahoma. Documentation of verification of a current sales tax permit may include a copy of the sales tax permit, the vendor's explanation of exemption, or confirmation of the permit's status obtained from the Oklahoma Tax Commission.

A.30.5. By submitting a bid for goods and/or services, the bidder certifies they are registered with the Secretary of State and franchise tax payment status pursuant to 68 O.S. §1203 and §1204.

A.31. Requirements for Criminal Background Checks

The contractor awarded this Solicitation 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 Owner. Contractors and subcontractors and all visitors on campus related to this Contract shall conduct themselves in a professional and courteous manner at all times with Owner's faculty, staff, and students, as well as any other customers, contractors, visitors or other individuals with whom the contractor comes in contact as a result of this contract or in the course of providing goods or services hereunder while working on or visiting the Owner's campus.

A.31.1. If Owner, in its sole discretion, reasonably believes that an employee, agent, or subcontractor of the Contractor assigned to provide goods or services to Owner hereunder has engaged in conduct inconsistent with the requirements herein, Owner may notify the Contractor and the Contractor shall promptly reassign said employee, agent, or subcontractor so that he or she will no longer provide goods or services pursuant to this Contract.

A.31.2. The contractor warrants that it will only assign employees who have passed a criminal background check to perform work hereunder. The background check shall demonstrate the worker has no convictions or pending criminal charges which would render the worker unsuitable to be present on Owner's campus. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

A.31.3. The contractor warrants it is supplying employees who have passed a background check. Contractor agrees to defend, indemnify, and hold harmless Owner, its officers, directors, agents, and employees for any claims, suits, or proceedings alleging a breach of this warranty.

A.32. Information Technology

A.32.1. If this purchase involves information technology products or services, they must be in compliance with the accessibility to information standard of Section 508 of the Rehabilitation Act of 1973.

A.32.2. Pursuant to OAC 260:15, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Information Technology Accessibility Standards, issued by the Oklahoma Office of Management and Enterprise Services, in effect on the date of issuance of the contract.

A.33. Payment Card Industry (PCI) Data Security Standards

When applicable, the Contractor will maintain confidentiality of any Cardholder Data and adhere to all applicable Payment Card Industry (PCI) data security standards and requirements with respect to Cardholder Data when accepting payment cards, including, without limitation, the following provisions:

A.33.1. Contractor must be compliant with the PCI Data Security Standards ("PCI DSS") compliance level 2 or better at all times. This specifically includes the annual PCI DSS Compliance Self-Assessment and the quarterly Compliant Perimeter Scan.

A.33.2. As evidence of compliance, Contractor will provide when requested, a current Attestation of Compliance.

A.33.3. Contractor acknowledges and agrees that it is responsible for the security of all Cardholder Data.

A.33.4. Contractor acknowledges that it has no ownership interest in the Cardholder Data and that all Cardholder Data is

- the property of the applicable payment card brand, acquirer or merchants ("Card Company Affiliates").
- A.33.5. Contractor shall only use Cardholder Data for assisting Card Company Affiliates in completing transactions, supporting loyalty programs, providing fraud control services or for other uses specifically required by law.
 - A.33.6. Contractor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all Cardholder Data in the event of a major disruption, disaster or failure.
 - A.33.7. Contractor agrees that, upon OSU/A&M's request in the event of a security intrusion, Contractor will provide a representative or a PCI approved third party designated by OSU/A&M with full cooperation and access to conduct a thorough security review, which review shall include, at a minimum, validation of Contractor's compliance with the PCI DSS for protecting Cardholder Data and agrees OSU/A&M may terminate the Contract immediately upon notice to the Contractor in the event the Contractor fails to maintain the requisite confidentiality of any Cardholder Data.

A.33. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

[END OF SECTION A. GENERAL PROVISIONS]



Terms and Conditions of Oklahoma State University, Branch Campuses of Oklahoma State University, and the A&M Colleges

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment the System acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Best Value" means tradeoff between price and performance that provides the greatest overall value and benefits proposed within the scope of a Solicitation.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a Bidder submits in response to a Solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a Bid in response to a Solicitation;
- A.1.5. "Board" means the Board of Regents for the Oklahoma Agricultural & Mechanical Colleges.
- A.1.6. Chief Procurement Officer means the individual appointed as the Chief Procurement Officer of the System.
- A.1.7. "Institution" means any one or all of Oklahoma State University, Oklahoma State University Center for Health Sciences, Oklahoma State University-Tulsa, Oklahoma State University-Oklahoma City, Oklahoma State University Institute of Technology, Connors State College, Langston University, Northeastern Oklahoma A&M College, and/or Oklahoma Panhandle State University.
- A.1.8. "Lowest and Best" means an Acquisition based on criteria which include, but are not limited to, the following: the lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed Acquisition with the OSU/A&M Board of Regents planning documents and announced strategic program direction.
- A.1.9. "Public Contract" means a contract with a federal, state, or local government or with a federal, state or local agency. A contract with the System constitutes a Public Contract.
- A.1.10. "Responsibility" or "Responsible Supplier" means a Supplier who demonstrates capabilities in all respects to fully perform the requirements of a contract that may include, but may not be limited to, finances, credit history, experience, integrity, perseverance, reliability, capacity, facilities and equipment, which will ensure good faith performance.
- A.1.11. "Solicitation" means a request or invitation by the Chief Procurement Officer or an Institution for a Supplier to submit a priced offer to sell Acquisitions to the Board or an Institution. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.12. "Supplier," "Vendor," and/or "Contractor" all mean an individual or business entity that sells or desires to sell Acquisitions to the Board or an Institution.
- A.1.13. "System" shall mean the party with which a Supplier contracts. Specifically, the Board, an Institution, or any combination of the Board and Institution.
- A.1.14. "Terms and Conditions" means the Terms and Conditions of Oklahoma State University, Branch Campuses of Oklahoma State University, and the A&M Colleges.

A.2. Bid Inquiries

All inquiries during the bid and evaluation process must be directed to the Buyer of Record, OSU and the A&M Systems Office of Central Procurement, by phone at 405-744-5984, fax 405-744-5187, email purchase@okstate.edu, or if you are responding to an online Solicitation please use the associated Question and Answer Board. Contact with the end user, department, or contracted parties during the bid and evaluation process may disqualify bid.

A.3. Bid Submission

- A.3.1. Submitted Bids shall be in strict conformity with the instructions to Bidders and shall be submitted with completed information and any other forms required by the Solicitation.
- A.3.2. Bidders shall submit only **ONE** response per item and guarantee unit price to be correct.
- A.3.3. In response to a Solicitation, a Bidder must submit with its initial Bid any separate agreement or proposed contract complete with all terms and conditions with which it will require the Board and/or Institution to agree and comply. Failure to comply may forfeit the inclusion opportunity.

A.4. Solicitation Amendments

- A.4.1. Solicitations may not be amended orally. Any attempt to amend a Solicitation orally will be null and void and have no effect.
- A.4.2. It is the Bidder's responsibility to check the public website and its registered Jaggaer (OK Corral) supplier portal frequently for any possible amendments that may be issued. Neither the Board nor an Institution are responsible for a Bidder's failure to download and complete any amendment documents required to complete a Solicitation Bid.

A.5. Bid Change

If a Bidder desires to amend a Bid required to be mailed, the Bidder may submit an amended Bid prior to the response due date by mailing a copy of the amended Bid to The Office of Central Procurement with the following statement: "This bid supersedes the bid previously submitted." The amended Bid must be submitted in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the Solicitation. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid:

- A.6.1. The Bidder and all subcontractors certify to the best of their knowledge and belief, that they and their employees, representatives, agents, and contractors:
 - A.6.1.1. Are not presently debarred, suspended, or excluded from or subject to an investigation that may result in debarment, suspension, and/or exclusion from participation in any federal or state governmental program;
 - A.6.1.2. Have not within a three-year period preceding any Bid entered into settlement for, been convicted of or pled guilty to, and/or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Public Contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.6.1.3. Are not indicted for and have not otherwise been criminally or civilly charged by a governmental entity, whether Federal, State, or local, with the commission of any of the offenses enumerated in paragraph A.6.1.2. of these Terms and Conditions; and
 - A.6.1.4. Have not within a three-year period preceding any Bid had a Public Contract terminated for cause or default.
- A.6.2. Any Bidder unable to certify to any of the statements under A.6.1 must attach an explanation to its Bid detailing the reason(s) why it cannot certify to any statement and include all supporting documentation.
- A.6.3. The Board and its designees reserve the right to conduct their own independent investigation.

A.7. Bid Opening

- A.7.1. Bids governed by Title 61 of the Oklahoma Statutes will be opened in accordance with 61 O.S. § 110.
- A.7.2. When a public bid opening is requested for sealed bids other than that of Title 61 of the Oklahoma Statutes, the opening will be held at a predetermined location, and only the responding bidder(s) names will be disclosed.

A.8. Open Bid / Open Record

Unless incorporated into an awarded contract, Bid documents are not disclosable. An electronic quote, bid or proposal submitted through an online Solicitation process is subject to the same public disclosure laws. See OAC 260: 115-3-9. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. See 51 O.S. § 24A.5(6).

Additionally, financial or proprietary information submitted by a Bidder may be designated by The Chief Procurement Officer as confidential, and the System may reject all requests to disclose information designated as confidential pursuant to 62 O.S. § 34.11.1(H)(2) and 74 O.S. § 85.5(J)(9). Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what information is confidential, enumerate the specific grounds, based on applicable laws which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest to the public if the information is incorporated into an awarded contract, and submit all information Bidder deems confidential either under separate cover or copied in a separate section of the Bid as required. Failure to comply with this requirement may result in rejection of Bidder's confidential claim. The Chief Procurement Officer shall make the final decision as to whether the documentation or information is confidential.

A.9. Late Bids

Bids received by The Office of Central Procurement after the response due date and time shall be deemed non-responsive and shall NOT be considered for award.

A.10. Legal Contract

A.10.1. A Bid constitutes a contract offer and when accepted without changes by The Office of Central Procurement and/or the System constitutes a contract.

A.10.2. The contract resulting from a Solicitation may consist of the following documents in order of preference:

A.10.2.1. Purchase order, as amended by Change Order (if applicable);

A.10.2.2. Solicitation, as amended (if applicable);

A.10.2.3. The Terms and Conditions; and

A.10.2.4. The Bid, including required certifications, to the extent the Bid does not conflict with the requirements of the Solicitation or applicable law.

A.10.3. Any contract(s) awarded pursuant to the Solicitation shall be legibly written or typed.

A.10.4. Bidder shall include in its Bid a complete and executed Certificate of Non-Collusion. Bidder shall use the Certificate of Non-Collusion provided by the The Office of Central Procurement. A Bid submitted without a complete and executed Certificate of Non-Collusion is invalid. This requirement may be satisfied by electronic signature or acknowledgement as permitted by the Chief Procurement Officer.

A.11. Pricing

A.11.1. Bids shall remain firm for a minimum of one hundred twenty days (120) days from the Solicitation closing date.

A.11.2. Bidders guarantee unit prices to be correct.

A.12 Manufacturers' Names and Approved Equivalents

Unless otherwise specified in the Solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information purposes and not intended to limit competition. Bidder may disclose any brand for which it is an authorized representative, and which meets or exceeds the Solicitation requirements. However, if a Bidder uses or is an authorized representative for equivalent products, Bidder shall indicate in the Bid the manufacturer's name and model number or SKU. Bidder shall submit sketches, descriptive literature, and/or complete specifications with its Bid. Reference to information submitted in a previous bid will not satisfy this requirement. Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the requirements in the specifications. Bids that do not comply with these requirements are subject to rejection.

A.13. Clarification of Solicitation

A.13.1. Requests for clarification pertaining to the contents of any Solicitation shall be directed in writing to The Office of Central Procurement and the proposed buyer specified in same prior to the closing date of the Solicitation.

A.13.2. If a Bidder fails to notify the buyer identified in a Solicitation of any error, ambiguity, conflict, discrepancy, or omission contained in the Solicitation, for which the Bidder is aware or should reasonably be aware, Bidder submits the Bid at its own risk. If awarded the contract, Contractor will not be entitled to additional compensation, relief, or time, by reason of the error in the Solicitation or its later correction. If a Bidder objects to any requirement or specification in a Solicitation, Bidder must clearly and conspicuously detail such objection(s) in its Bid.

A.13.3. Bidders who believe Solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the buyer identified in the Solicitation. This request must be

made prior to the Solicitation's closing date.

A.14 Negotiations

When the Solicitation evaluation criteria is Best Value, The Chief Procurement Officer reserves the right to negotiate with one, some, or all or none of the Bidders to obtain the best value for the Board and/or Institution. Negotiations may entail discussions on products, services, pricing, contract terminology or any other issues The Chief Procurement Officer desires to negotiate. All issues are considered negotiable and not artificially constrained by internal corporate policies.

A.15. Rejection of Bid

The Chief Procurement Officer reserves the right to reject any Bid that does not comply with the requirements and specifications in the Solicitation. A Bid may also be rejected when the Bidder attempts to impose terms or conditions in the Bid that would modify requirements in the Solicitation or limit the Bidder's liability.

A.16. Award of Contract

- A.16.1. The Chief Procurement Officer reserves the right to award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, and/or to award the contract on an ALL OR NONE basis, whichever the Chief Procurement Officer deems to be in the best interest of the System.
- A.16.2. Contract awards will be made to the Best Value Bidder(s), unless the Solicitation states otherwise.
- A.16.3. Bidders and Contractors must be registered as approved vendors to receive an award and/or payment from the Systems. The vendor registration process can be completed electronically through The Office of Central Procurement website at the following link: <http://purchasing.okstate.edu>

A.17. Contract Modification

- A.17.1. All contracts are issued under the authority of the Board as delegated to the Chief Procurement Officer who signs the contract. The contract may be modified only in a separate writing signed by the Chief Procurement Officer. Any attempted modification or amendment that does not comply with this section A.17.1 shall be null and void and of no effect.

A.18. Delivery, Inspection and Acceptance

- A.18.1. Unless otherwise specified in the Solicitation or awarding documents, all deliveries shall be F.O.B. Destination. Contractor shall prepay all packaging, handling, shipping and delivery charges. The firm prices quoted in the Bid shall include all such charges. All Acquisitions delivered pursuant to the awarded contract shall be subject to final inspection and acceptance by the System. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. System assumes no responsibility for goods until accepted at the Destination. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted by the System. Contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2. Contractor must deliver the Acquisition on or before the date specified in the Solicitation. Deviations, substitutions or changes in the Acquisition shall not be made, unless expressly authorized in writing by The Office of Central Procurement prior to the date of delivery.

A.19. Invoicing and Payment

- A.19.1. Pursuant to 74 O.S. §85.44B, invoices will be paid in arrears after products or services have been delivered and accepted as satisfactory.
- A.19.2. Payment terms are Net 45 after receipt of goods or services and invoice.
- A.19.3. The System reserves the right to short pay invoices that include miscellaneous fees not included in the Supplier's quote, proposal, or contract with the System.
- A.19.4. Supplier will not charge or assess any late fees or interest against the System, unless Supplier fails to receive all payments due and owing within 45 days after the System's receipt of a proper invoice.
- A.19.5. If Supplier assesses interest pursuant to A.19.4. herein, interest shall be calculated beginning on the 30th day after the System's receipt of a proper invoice and shall not exceed the maximum amount allowed under Oklahoma law. 62 O.S. § 34.72.

A.20. Tax Exemption

All Acquisitions are exempt from taxes to the fullest extent permitted under Oklahoma law, Federal law, and any other applicable law. Bidders shall not include such taxes in price quotes, and System has no obligation to pay or reimburse Supplier for same.

A.21. Audit and Records Clause

- A.21.1. As used in this clause, "records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with System, the successful Bidder(s) agrees that State or Federal agencies will have the right to examine and audit all records relevant to execution and performance of the resultant contract.
- A.21.2. Supplier must retain all documents and records pertaining to an Acquisition, including without limitation the contract and any supporting documents for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving an Acquisition or such records commences before the end of the seven (7) year period, Supplier must maintain the records for two (2) years after the date all issues arising out of the audit, litigation, and/or action are resolved, or until the end of the seven (7) year retention period, whichever is later. OAC 260:115-5-9.

A.22. Non-Appropriation Clause

The terms of any multi-year contract between System and Supplier are expressly contingent upon System's receipt of sufficient appropriations from the Board, the Oklahoma Legislature, and any other governing body applicable to System. Notwithstanding any language to the contrary in the Solicitation, a purchase order, the Terms and Conditions, or any other document, System retains the right to terminate its obligations under a contract if it determines sufficient appropriations were not made to pay amounts due under the multi-year contract. The Requesting (procuring) department's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.23. Choice of Law

All contracts between the System and Supplier shall be governed by the laws of the State of Oklahoma.

A.24. Choice of Venue

Any proceeding or suit arising from or incident to any contract between System and Supplier shall be filed in the Oklahoma District Court of Payne County, or the U.S. District Court for the Western District of Oklahoma, if federal jurisdiction is applicable.

A.25. Termination for Cause

- A.25.1. Contractor reserves the right to terminate the contract upon System's default or other just cause with a minimum 30-day written request and upon a separate written approval obtained from The Office of Central Procurement. System reserves the right to terminate the contract for default or any other just cause upon a 30-day written notification to the Contractor.
- A.25.2. System reserves the right to terminate the contract immediately without notice when: (1) System deems Contractor's default impedes the function of a System department and detrimental to its cause;(2) a 30-day notice would prejudice System; and/or (3) The Chief Procurement Officer determines an administrative error occurred prior to contract performance.
- A.25.3. If the Contract is terminated, the System shall be liable only for payment for goods and/or services delivered and accepted prior to the date of termination.

A.26. Termination for Convenience

- A.26.1. System reserves the right to terminate the contract, in whole or in part, for convenience with 60 days' notice if the Chief Procurement Officer determines termination is in the System's best interest. The Chief Procurement Officer shall terminate the contract by delivering to Contractor a notice of termination for convenience citing this section and effective date of the termination.
- A.26.2. If the contract is terminated, System shall be liable only for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor or for actual goods and/or services provided/rendered and accepted as satisfactory.

A.27. Insurance

Contractor shall maintain, and require its subcontractors to maintain, such insurance as System may require with carriers and minimum limits System deems acceptable, which in any event, shall not be less than adequate to protect System, Contractor, and Contractor's employees, agents, and subcontractors. Contractor must notify System at least 30 days in advance of any material change to and/or cancellation of such insurance. Upon System's request, Contractor shall submit to System certificates of insurance for all insurance required by System. Certificates of such insurance shall be filed with OSU and the A&M Systems before a Purchase Order can be issued, and shall be subject to the System's approval of adequacy of protection per the following:

- A.27.1. The Certificate of Insurance shall sent to: Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, The Office of Central Procurement, 1224 N. Boomer Road, Stillwater, OK 74078 unless otherwise specified.
- A.27.2. Minimum coverages will include: Business Liability \$1,000,000. Automotive Liability \$1,000,000. Workers

Compensation coverage as required by the State of Oklahoma. Other levels of coverage may be required or approved by the OSU/A&M Chief Procurement Officer.

A.28. No Waiver of Legal Rights

Contractor expressly acknowledges and agrees that System does not waive any rights by entering into the contract. By way of example, but not limitation, Contractor expressly acknowledges and agrees that System does not waive its right to a jury trial, does not waive its right to any statute of limitations provided under Oklahoma or applicable Federal law, does not agree to binding arbitration, and does not waive its sovereign immunity by entering into this contract and specifically retains all immunities and defenses available to it as a sovereign pursuant to all applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in the contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

A.29. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

Contractor represents and warrants that it and its subcontractors are in compliance with 25 O.S. §1313, which requires Contractor and its subcontractors to register and participate in the Status Verification System, as defined in 25 O.S. §1312, and verify the information set forth in 25 O.S. § 1313. Information regarding enrollment is available at available at www.dhs.gov/E-Verify. Upon System's request, Contractor shall submit to System verification of compliance for itself and all subcontractors.

A.30. Affidavit of Completion

For contracts subject to Title 61 of the Oklahoma Statutes that do not exceed \$50,000, Contractor shall submit an affidavit confirming payment for all indebtedness incurred by Contractor, its subcontractors, and all suppliers of labor, material, rented machinery or equipment, and repair of and parts for equipment used or consumed in the performance of contract. The required affidavit will be attached to the purchase order issued to the Contractor and must accompany the invoice for final payment. 61 O.S. 1.

A.31. Compliance with Applicable Laws

At all times during the term of the contract, Contractor shall comply with all applicable Federal, State, and local laws and ensure the Acquisition complies with same. Compliance requires Contractor to comply, without limitation, with the following:

- A.31.1. To the extent the contract is not exempt under 41 CFR 60-1.5, Contractor and all of its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), which is incorporated herein by reference. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- A.31.2. Contractor and all of its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
- A.31.3. As applicable, 48 CFR 52.222-21 is incorporated herein by reference.
- A.31.4. If the Acquisition requires the use or disclosure of sensitive and/or protected information protected by applicable law, including without limitation Patient Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, Contractor shall execute all documents required by System prior to System's disclosure such information.
- A.31.5. Contractor certifies it holds a current sales tax permit in accordance with the laws of Oklahoma. Documentation of verification of a current sales tax permit may include a copy of the sales tax permit, the Contractor's explanation of exemption, or confirmation of the permit's status obtained from the Oklahoma Tax Commission.
- A.31.6. By submitting a Bid, Bidder certifies it is registered and in good standing with the Oklahoma Secretary of State is not subject to any order of suspension and forfeiture issued by the Oklahoma Tax Commission.
- A.31.7. To the extent the contract is not exempt under 74 O.S. § 582, Contractor represents and warrants, and shall require all of its subcontractors to represent and warrant, that it/they are not currently engaged in a boycott of goods or services from Israel that constitute an integral part of business conducted or sought to be conducted with the State of Oklahoma.

A.32. Requirements for Criminal Background Checks

Contractor shall be fully responsible for the provision and support of the Acquisition. Any subcontractors shall be approved in writing in advance by System. While present on any campus governed by the Board and during discussions with System's designee, Contractors, subcontractors, and their designees shall at all times conduct themselves in a professional and courteous manner and in accordance with policies applicable to said campus.

- A.32.1. If System, in its sole discretion, reasonably believes Contractor or any of its employees, agents, or subcontractors

has engaged in conduct inconsistent with the requirements herein, upon System's request, Contractor shall promptly replace said employee, agent, or subcontractor so that he or she will no longer perform services under the contract.

A.32.2. Contractor warrants it will only assign and supply to System employees, agents, and subcontractors who have passed a criminal background check satisfactory to System to perform services under the contract. The background check shall reveal no convictions or pending criminal charges which System determines makes the individual ineligible to render services under the contract. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses. Contractor agrees to defend, indemnify, and hold harmless System, its officers, directors, agents, and employees from and against any claims, suits, damages, liabilities, and expenses, including attorney's fees and costs, arising, in whole or in part, from a breach of this warranty.

A.33. Information Technology

A.33.1. If the Acquisition involves information technology products or services, the Acquisition must comply with the accessibility to information standard of Section 508 of the Rehabilitation Act of 1973, as amended by the Workforce Investment Act of 1998.

A.33.2. Pursuant to OAC 260:15, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Information Technology Accessibility Standards, issued by the Oklahoma Office of Management and Enterprise Services, in effect on the date of issuance of the contract.

A.33.3. If Supplier provides an Acquisition that includes customized computer software developed or modified exclusively for the System, Vendor shall, at its sole cost and expense, place into escrow with an independent third party acceptable to System the source code for the software and/or modifications and shall enter into a customary source code escrow agreement that entitles System to receive everything in said escrow upon the occurrence of any event specified in 62 O.S. § 34.31(B).

A.34. Payment Card Industry Data Security Standards ("PCI DSS")

The PCI DSS and Payment Application Data Security Standard Glossary of Terms, Abbreviations, and Acronyms ("Glossary"), as amended, is hereby incorporated in this Section A.34 of the Terms and Conditions as if fully set forth herein. All terms included in this A.34 shall have the same meaning as defined in the Glossary. When applicable, the Contractor will maintain confidentiality of any Cardholder Data and adhere to all applicable PCI DSS and requirements with respect to Cardholder Data when accepting payment cards, including, without limitation, the following provisions:

A.34.1. Contractor must be compliant with the PCI DSS compliance level 2 or better at all times. This specifically includes the annual PCI DSS Compliance Self-Assessment and the quarterly Compliant Perimeter Scan.

A.34.2. As evidence of compliance, Contractor will provide when requested, a current Attestation of Compliance a/k/a AOC.

A.34.3. Contractor acknowledges and agrees that it is responsible for the security of all Cardholder Data.

A.34.4. Contractor acknowledges that it has no ownership interest in the Cardholder Data and that all Cardholder Data is the property of the applicable payment card brand, acquirer or merchants ("Card Company Affiliates").

A.34.5. Contractor shall only use Cardholder Data for assisting Card Company Affiliates in completing transactions, supporting loyalty programs, providing fraud control services or for other uses specifically required by law.

A.34.6. Contractor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all Cardholder Data in the event of a major disruption, disaster or failure.

A.34.7. Upon Systems' request, Contractor will allow System or its designee to audit Contractor's security of Cardholder Data and compliance with the PCI DSS and will cooperate fully with System's designee during such audit. System reserves the right to terminate any contract immediately upon notice to the Contractor in the event the audit reveals Contractor fails to maintain the confidentiality of any Cardholder Data.

A.35 Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

[END OF SECTION A. GENERAL PROVISIONS]



SPECIFICATIONS

GRANT EXTERNAL EVALUATOR

I. General

Oklahoma State University Institute of Technology (OSUIT) is seeking proposals from qualified External Evaluators for a recently awarded Department of Education (DOE) Title III, Part A: Strengthening Institution Program (SIP) grant in accordance with the Scope of Work specified in Section 2 of this Request for Proposal (RFP). OSUIT is seeking an External Evaluator who possesses the skills, expertise, experience, and resources to design and implement a robust evaluation plan. The SIP grant is a five-year award that began October 1, 2020, and ends on September 30, 2025, with a total budget of \$2,168,453.66 over the life of the grant. Our expectation is to remain with the same evaluator for the life of the grant.

Oklahoma State University Institute of Technology (OSUIT), www.osuit.edu, is a two-year institution with advanced technical career preparation as its primary mission. As a leader in applied technology education, OSUIT's programs of study lead to Associate in Applied Science degrees, Associate in Science transfer degrees, and Bachelor of Technology degrees. OSUIT has 36-degree programs available which are accredited by the Higher Learning Commission (HLC). Additional accreditation by individual programs includes Accreditation Commission for Education in Nursing (ACEN, formerly NLNAC), National Commission on Orthotic and Prosthetic Education (NCOPE), and Accreditation Board for Engineering and Technology (ABET). OSUIT's student population exceeds 2,300, with the majority of students enrolled in advanced technical degree and certificate programs.

II. Scope of Work

- a. The External Evaluator will be required to review the approved SIP grant, amend the evaluation design if needed, and implement an evaluation plan for the objectives and associated activities that will be completed over the five-year grant period.
- b. The External Evaluator will ensure that there is alignment between project objectives, activities, and process/outcome measures; development of assessment measures if they are not in place; ongoing project planning with the Title III team to monitor the progress of the grant; provide instruction on data collection, management, and entry; and assist in reporting, including interim reporting (such as with process measures) and annual reports.
- c. OSUIT will utilize mixed methodology to assess the Title III project activities to collect both comprehensive and insightful qualitative data, as well as systematic and steadfast quantitative data. In most instances, baseline data is available and will be collected from various offices. However, with new objective #1, baseline data is not available but will be collected in year one, as directed by the External Evaluator.

- d. Generally collected at the conclusion of a semester, year, or particular project stage, the formative data will be utilized to assess the activity implementation plan to determine if the methods and justification align with the projected and actual results. Further, the formative data will help predict for the Evaluation Team the ability of the institution to meet activity objectives on a semester or an annual basis and allow for changes and adjustments to be made prior to the summative assessments.
- e. Summative data will measure the level of success achieved in relation to the activity objectives and overall major objective. The activity objectives were designed to utilize either a standard or benchmark in order to determine end outcomes. The summative data will assist the institution in determining if institutionalization of the outlined activities should occur.
- f. Drafts of all deliverables are to be delivered to OSUIT for review and comment one month prior to the due date. All deliverables will then be provided to the U.S. DOE for review and comment. Throughout the project, assigned OSUIT staff and faculty, specifically Dr. Scott Newman, the Vice President of Academic Affairs who will be the Title III Project Director, will maintain regular communication with the External Evaluator. Further, the External Evaluator should expect to attend a monthly meeting, in person or virtually (i.e. Zoom, Microsoft Teams, etc.), to provide guidance and feedback to the Title III team.
- g. OSUIT and the External Evaluator will adhere to the timeline summarized below.

Timeline for Evaluation	
Target Date*	Task
April 2021	External Evaluator selected and contracted.
May 2021	Review SIP grant and engage with Title III team
June 2021	Provide Title III team with a draft of the evaluation plan.
July 2021	Provide Title III team with the final evaluation plan.
September 2021	Year 1 Report draft due.
September 2022	Year 2 Report draft due.
September 2023	Year 3 Report draft due.
September 2024	Year 4 Report draft due.
September 2025	Year 5 Report draft due.

III. SIP Project:

The project began on October 1, 2020 and ends on September 30, 2025. The overarching goal of OSUIT’s SIP project is to expand student learning opportunities and secure institutional sustainability and resiliency through the enhancement of our instructional delivery model through the implementation of a Virtual Learning Environment, which will be developed through the integration of innovative, extended reality (XR) technologies. Additionally, OSUIT will increase institutional stability through the establishment of a new endowment fund.

To accomplish the overarching goal the following objectives and activities have been identified:

- a. Objective #1: Increase enrollment and retention rates by expanding course offerings through the implementation of a Virtual Learning Environment by integrating XR-centric content into OSUIT courses.

- i. Activity #1.1: Develop and implement a Virtual Learning Environment which will integrate XR-centric content into OSUIT courses to meet student demand and address the unprecedented challenges related to COVID-19.
- b. Objective #2: Increase institutional stability through the establishment of a new endowment fund.
 - i. Activity #2.1: Establish a new endowment fund to provide a permanent source of income to support the public mission of OSUIT.
 - ii. Activity #2.2: Establish an internal oversight committee for the endowment fund.
 - iii. Activity #2.3: Collaborate with the OSU Foundation to identify and solicit donors to meet the match requirement.
 - iv. Activity #2.4: Develop a set of internal policies and procedures regarding the endowment fund.

Integrating XR-centric content into our technical courses will allow OSUIT faculty to facilitate distance learning and virtual hands-on instruction using numerous visual mediums that include traditional video and animation, immersive video, immersive interactive video, and room-scale virtual reality. Students often face many challenges in a traditional classroom setting, including the ability to understand and apply abstract thinking to intangible concepts. Educators are challenged with maintaining student interest and motivation and providing activities that increase students' creativity and critical thinking skills. XR provides the perfect avenue for educators to create authentic and innovative learning activities that can teach technical and intangible skill sets using XR simulators. This project will enable OSUIT to continue to provide high-quality, technical courses that will serve the needs of students, while at the same time increase student retention. OSUIT will increase its institutional stability through the establishment of a new endowment fund.

IV. Deliverables

OSUIT will provide access to the people and information needed for the analysis and the selected vendor will provide resources for the project and conduct the project with minimum disruption to staff work schedules and needs.

Proposals will clearly and concisely define the processes, skills, and tools to be used in the collection, compilation, and analysis of project requirements, including specific information about the support required from OSUIT and its staff, particularly data elements.

Proposals will include project plans with specific milestone dates, action items, measurements, and costs of the project.

V. Terms of Agreement

- a. The term of this agreement shall be from date of award through September 30, 2022 with the option to renew for three (3) additional one-year periods upon mutual agreement (ending 09/30/2025 with all fully executed renewals).
- b. Either party may terminate the agreement by giving sixty (60) day written notice in advance of the termination date.
- c. The agreement may be terminated if the federal government terminates the availability of funding which makes the agreement possible.
- d. Those currently disbarred, suspended, proposed for disbarment, or declared ineligible for awards by a federal government agency are in turn deemed ineligible for this agreement.
- e. All other federal government agency regulations specified in the grant award will apply.

VI. Questions

- a. Questions related to this RFP shall be submitted on the “Q&A Board” in the e-bid system before the stated deadline.
- b. Bidders are encouraged to monitor the Q&A Board for questions submitted by others.
- c. Contact with any of the listed institutions is strictly prohibited and may disallow your bid.
- d. For technical questions concerning the e-bid system, please contact the Buyer of Record, Joe Teel by email joe.teel@okstate.edu or by phone 405.744.8403

VII. Evaluation Criteria

The evaluation methodology for this RFP will be “Best Value” as defined in the terms and conditions. Please note the terms and conditions are attached in the e-bid system under “Prerequisites”. Following are the evaluation criteria that will be used for bids received in response to this solicitation:

- a. Qualifications
- b. Pricing / Pricing Structure
- c. References

VIII. Proposal Preparation & Submittal

The deadline for receipt of proposals is March 31, 2021, at 4:30 p.m. (Central Standard Time)

Proposals must conform to all requirements stated in this RFP. Disregarding these requirements may result in disqualification of the proposal. Before submitting a proposal, each proposer shall familiarize itself with the entire RFP, including Scope of Work, contract form, and all laws, regulations, and other factors affecting contract performance. The proposer shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements.

Responses must follow the numbering format used below in this RFP. It is the responsibility of the submitter to ensure the proposal is clear and thorough, but concise, and written in plain, easy to understand language.

The proposal shall be uploaded in the SUPPLIER ATTACHMENT SECTION of the e-bid system and contain the following.

1. Cover Letter

All proposals must include a cover letter containing the signature and title of a person or an official who is authorized to commit the proposer to a potential contract with the University. The cover letter must also identify the primary contact for this proposal. The cover letter should express the interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Qualifications

The proposal verbiage must describe the proposer’s qualifications to provide the requested products and/or services, and include the following:

- a. Description of experience, competencies, and overall capabilities including previous experience in the evaluation of U.S. DOE Title III SIP programs.
- b. The number of years in conducting evaluations of this nature.
- c. Description of the proposer’s capabilities to provide the requested product(s)/service(s).
- d. Description of the background, qualifications, and relevant experience of all persons involved in the project, including the responsibilities that each member will have during the execution of this project.

- e. Project Personnel: Indicate any other persons that will be assigned to this project. For each of the project personnel, provide the following information:
 - 1. Name, title, and assignment for this project
 - 2. Resume which includes:
 - 3. Number of years with this company
 - 4. Number of years with other company(s) doing this work
 - 5. Experience: Names of projects, types of projects, and size of the project
 - 6. Education/Degrees earned
 - 7. Active registration/certification/licenses
 - 8. Current job description
 - 9. Other experience and qualifications which are relevant to this project
- f. Description of experience with approach and description of the methodology to be used.

3. References:

The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the University. Each of the references must include the following information:

- 1. Entity Name
- 2. Address, City, Province/State/Country
- 3. Contact Name, Title, Phone Number, and Email address
- 4. Year(s) service(s) provided
- 5. Comments

4. Proprietary Information

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The University discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The University, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The University shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

5. Cost Proposal

The Cost Proposal is required to be included with the original proposal.

- a. Prices shall be shown by item and individually extended unless otherwise indicated. In case of a conflict between the unit price and extension, unit price prevails.
- b. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the University to be able to prepare detailed cost analysis and comparison.
- c. Identify when the proposer proposes to bill the University (e.g. progress payments, milestone, weekly, monthly, etc.)
- d. Indicate if any items are optional and specify them in a separate section(s).

OSUIT expects that all costs are included in the overall fee for services proposed and that there will be no additional expenses billed to the University for any reason.

6. Appendix

The Proposal Appendix must include:

- a. Details of any litigation the proposer has had in the past five years related to the performance of evaluation services.
- b. If the proposer has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The proposer agrees to notify the University of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including

customer name, date when the product was installed, date when the product was discontinued (usage), and reason for discontinuation, including contact details of the customer.

- c. If the proposer intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the proposer must supply the name, address, qualifications, and criteria used by the proposer for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the University, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or a wholly-owned subsidiary of the contractor.
- d. Samples of any documentation or form that the proposer will require the University to sign.

END OF DOCUMENT

SPECIFICATIONS

Management Services for Real Estate Property

OKLAHOMA STATE UNIVERSITY RESEARCH FOUNDATION (OSURF)

Location: 712 Eastgate Street, Stillwater, OK 74074

1. Management Information:

- a. Management Company to serve as the sole and exclusive operation and management agent of said property.
- b. Agreement to begin on Date of the award thru June 30, 2017 with the option to renew for 3 additional one-year periods, upon mutual agreement.
- c. Agreement may be terminated immediately by Owner for Agent's gross negligence or willful misconduct.
- d. A monthly fee per square foot to be established. Any additional charges to be billed monthly by the first of each month.
- e. Agent to use due diligence in the operation and management of the property.
- f. Agent to use due diligence in the repairing, replacements and maintaining the property to ensure the good, sound and clean condition of the property.
- g. Agent to be available for 24 hour emergency response maintaining local office in Stillwater.
- h. Agent will comply with all statues, ordinances, laws, rules, regulations, orders and determinations affecting the property.
- i. Agent will make available to Owner all vendor contracts, maintenance files, work orders and labor sheets and life safety reports.

2. Repair and Maintenance:

- a. Agent to secure approval of the Owner for all expenditures or obligation in excess of \$1,500.00 for each item, except for emergency repairs. The Agent shall notify the Owner promptly whenever emergency repairs have been ordered.
- b. Agent to purchase all material and supplies necessary to property repair, maintain and operate the property. Expenses incurred by the Agent shall be charged at net costs of supplies and materials plus labor (unless supplies are ordered in bulk and stored) with supplies being charged at competitive prices.
- c. Agent to hire, discharge and supervise the work of all supervisory, maintenance and service employees. Agent shall maintain worker's compensation insurance for their employees and the subcontracting company must maintain worker's compensation for their employees.

3. Property Services:

Agent will provide the following property services to the Oklahoma State University Research Foundation, including, but not limited to the property at 712 Eastgate (currently 11,569 square feet) either by said Agent or by outsourcing appropriate services through external companies. Agent is responsible for timely payment of services to external companies with reimbursement to Agent by Owner. **BIDDER TO PROVIDE A DETAILED LISTING OF MONTHLY COST FOR THE FOLLOING SERVICES:**

a. Heating, Ventilation and Air Conditioning Services

Maintain a professional maintenance program on a regular basis based upon manufacturers' recommendations of related equipment (including testing, inspection and all preventive maintenance) to all HVAC systems and equipment.

b. Electrical

Provide certified service technician to repair, modify or install any necessary electrical services.

c. Janitorial Services (and supplies)

Provide janitorial service two times per week for the entire building to include common areas; restrooms, break room/kitchen. Services include, but not limited to: cleaning, sanitizing, sweeping, damp mopping, replenish towels/soap/tissue/trash liners, etc., vacuum.

d. Grounds and Lawn Care

Provide lawn care during growing season. Services include but not limited to: mowing, trimming, edging, weed control on sidewalks and parking areas; shrub and tree trimming as needed; chemical and fertilizer applications for turf throughout the year; scaling of all Bermuda and cutting back perennial grasses (spring).

e. Pest Control

Provide quarterly pest control to all common areas, offices, restrooms and outside dumpster area as needed.

f. Maintenance Services

Provide general maintenance service as required for minor HVAC, plumbing, carpentry or general maintenance.

g. Snow and Ice Removal

Provide professional snow or ice removal as needed to include deicing of sidewalks; to be completed by 7:30am each week day as necessary

h. Bids must be broken down to include:

- a. Fee for monthly management
- b. Fee for each property services (broken down by service)

4. Evaluation Criteria: (Internal Use only)

- a. Single person contact for rapid on-site support.
- b. Years of experience with Oklahoma State University processes.
- c. Years of experience in Commercial Property Management.
- d. Access to local, licensed trades for rapid repair service.
- e. Local references from buildings leased to other for-profit companies.
- f. Inclusive bid for ALL duties.
- g. Comparison of commercial management portfolio.
- h. Price

5. Pre-bid Inspection

All vendors interested in a pre-bid inspection should attend the meeting OCTOBER 30, 2016 AT 3:00 PM on-site at 712 Eastgate Street, Stillwater, OK 74074. This will be the ONLY opportunity to tour the facility prior to bid submission. For additional information contact Joe Teel at OSU Purchasing 405.744.8403.

Specifications for FTIR Spectrometer

The Chemistry department at Oklahoma State University located in Stillwater OK is seek proposal for two (2) FTIR Spectrometers. Price should include all shipping as FOB Destination to Stillwater, OK

I. Each FTIR Spectrometer should include the following: (requesting 2)

- a. Compact size – less than 12"x12" including sampling module
- b. Spectral range – 375-7,500 cm^{-1}
- c. Spectral resolution – better than 2 cm^{-1}
- d. Interferometer lifetime – 10 years
- e. Diode laser lifetime – 10 years
- f. Source: SiC globar lifetime – 5 years
- g. Internal validation unit with reference standards
- h. Automated tests for optimal performance and operation
- i. Modular sampling equipment

II. Each Diamond ATR sampling module should include: (requesting 2)

- a. ATR diamond crystal, single reflection, monolithic, edged in tungsten carbide
- b. Stainless steel work surface
- c. Ergonomic one-finger clamp mechanism
- d. Exchangeable pressure stamps
- e. Pressure control
- f. Easily cleanable
- g. Exchangeable ATR crystal plate which loads correct parameters for crystal type installed

III. Software to be included in proposed price

- a. Ease of use for students
- b. User definable report styles for printing
- c. Supplied on CD for reinstallation as needed (license)

IV. Installation and training to be included in purchase

- a. By qualified service engineer
- b. Training on servicing and use of instrument
- c. Training on software operation and report setup

V. References

Supplier should provide three (3) references to include; institution name, contact name, phone number, and email address. References should be within the past three years for similar units to proposed solution.

VI. Warranty

Provide details of the warranty provided, describe what is covered, length of the warranty, etc.

VII. Technical Support

Describe the technical support provided with the purchase. Provide a description of response time, process involved in repairs and routine maintenance required.

VIII. Submission of Proposal

The supplier should follow the outline provided to submit their RFP response.

- a. Bid response is to be submitted via the e-bid system before the deadline / closing date (Central time)
- b. Price offered should include all items requested in the Specifications.
- c. Complete questions within the e-bid system and provide answers or uploads as required.
- d. Attach a complete quote in the SUPPLIER ATTACHMENT section of the e-bid system. The quote should include all items requested in the specifications
- e. Supplier will be required to enter the detailed pricing on the ITEMS tab of the e-bid system.
- f. Additional information may be attached in the SUPPLIER ATTACHMENT section of the e-bid system.

IX. Evaluation Criteria

The evaluation methodology for this RFP will be “Best Value” as defined in the terms and conditions. Following are the evaluation criteria that will be used for bids received in response to this solicitation:

- a. Overall responsiveness and proposed solution
- b. Evaluation of Warranty
- c. Ease of Student Use
- d. Tech Support
- e. Price
- f. References

SPECIFICATIONS
Request for Proposal (RFP)
Provide On-line Housing Platform related to Off Campus Housing
Options for OSU-Stillwater students, faculty and staff

1. SCOPE

Oklahoma State University (OSU) is seeking offers from qualified firms for an official off-campus housing website for the Stillwater campus. The vendor will be required to provide on-going support and service including hosting and building the website as well as marketing the website through targeted advertising. The platform will provide students, faculty and staff of OSU with local rental listings, roommate finding service, as well as pertinent information regarding rental laws, etc. Other services are also of interest and these might include on-campus fairs or other outreach to our campus community. The offer will encompass all requirements as outlined in this request for proposals.

2. BACKGROUND

Oklahoma State University – Stillwater is a land grant institution dedicated to the principals of academic excellence, research and outreach. There are more than 24,000 students enrolled, approximately 16,000 (64%) of whom live off campus. Stillwater offers a variety of housing options as do several nearby communities.

3. CONTRACT PERIOD

From time of award through June 30, 2017 with the option to renew for four (4) additional one-year periods, upon mutual agreement.

4. METHOD OF AWARD

It is the intent of Oklahoma State University to select the proposal which is in the best interest of the University. These include: applicability of all features mentioned below, length of agreement, revenue sharing, and ability to provide secure use. Final acceptance and commissioning will be deemed complete upon approval of OSU's designated representative.

5. EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with the requirements of this RFP. Those proposals that are incomplete may be rejected.

Proposals will be independently scored based on the categories listed in the section below.

- a. Program meets or exceeds requirements set out in Specifications
- b. Company History and Experience, to include experience with similar college campuses.
- c. Company Commitment to Service
- d. Revenue sharing
- e. Compatibility of the software with OSU authentication system Shibboleth
- f. End user ease of use

7 PROPOSAL FORMAT

The bidder's submission shall be uploaded in the "Supplier Attachment" section of the online bid system. Bidder's RFP response should address in writing all items of this RFP (sections 7-10), numbered and in order, including the items listed below in A-F of this section.

To include the following:

- a. Vendor should provide a cover letter containing a commitment to provide the product/services described in this solicitation.
- b. The cover letter must include the name and signature of a representative of the Vendor who is authorized to negotiate a contract with the University and should summarize the overall benefits to selecting your company and what your company considers to be the most important factors involved in the selection of an Off Campus Housing Service.
- c. The Executive Summary shall condense and highlight the contents of the program being proposed by the Vendor in such a way as to provide the Evaluation Committee with a broad understanding of the Vendor's Technical Proposal.
- d. Vendors must present their understanding of the problems being addressed by implementing the new system, the objectives and intended results of the project, and the scope of work.
- e. Vendors shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.
- f. Offers should include three (3) samples of their work demonstrating quality of work and proposed approach. Samples should be of similar size, scope and complexity. Please include customer contact information (name, email, phone and dates of service).

8 PROPOSED TIMELINE

The successful vendor will be responsible for configuration, setup, hosting and implementation of the proposed product along with marketing the website through targeted advertising. Provide a detailed implementation plan that includes a timeline with dates of initiation, testing and completion. Include all requirements, if any, for university resources that must be used for each step of the implementation. Oklahoma State University's current timeline for the website to be up and running and populated with listings is no later than September 1, 2016.

9 SPECIFICATION OF SERVICES:

In addition to being visually appealing, easy to use and seamless in look and feel to OSU's website, the following features are desired:

1. The site should have many options of off campus properties in a range of geographical locations (Stillwater, Perkins, Glencoe, Morrison, etc.) within 20 miles of the OSU – Stillwater campus, including pricing information, number of bedrooms/bathrooms, deposits, amenities, utilities included, furnishings, accessibility and pet policy.
2. A roommate finder feature that allows Oklahoma State University and Northern Oklahoma College – Stillwater students to fill out a profile and search for a roommate. This will be a safer way to search for roommates because the students must have an OSU email in order to access this feature.
3. A sublease section where students who currently have leases can advertise the need to find someone to sub-lease from them. This would also only be open to OSU students for security purposes.

Required:

1. Program should be vendor hosted. All vendors must specify where the program will be hosted along with security details.
2. The vendor must be compliant with PCI-DSS 3.1 and be able to provide a PCI-DSS Service Provider Attestation of Compliance signed by a PCI Council approved Qualified Security Assessor.
3. The vendor must include contractual language that acknowledges their responsibility for the security of cardholder data they possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data.
4. The vendor must provide network diagrams and credit card data flow diagrams of the system.
5. Program must have no cost to OSU; this includes but is not limited to any implementation or "one time" costs, license fees, support and maintenance, facility use fees for events, labor or expenses to be paid by vendor.
6. All events or fairs must be held on the OSU-Stillwater campus in conjunction with the OSU Off Campus Student Association.
7. Security/Administration: All personnel providing services are responsible for protecting their access privileges and for maintaining confidentiality and proper use of the University's data in accordance with University policies. Personnel will not disclose or distribute any data in any medium, except as required by responsibilities under the contract. Services must comply with all applicable laws and regulations commonly found in a higher education environment as well as timely implementation of compliance with future changes to laws and regulations. Current laws and regulations include, but are not limited to: FERPA, Clery Act, ADA 508 compliance, COPPA, HIPPA, Omnibus HIPPA, etc. Vendors should also include documentation of how OSU data is kept secure and confidential.
8. Vendor must follow all rules for branding at OSU. See the Style Guide from the office of University Marketing (<http://universitymarketing.okstate.edu/content/style-guide>).
9. The Office of Leadership and Campus Life resources should be accessible on the site as well as those of the Off Campus Student Association.
10. The Office of Leadership and Campus Life and Off Campus Student Association will have a significant amount of input when creating the site to tailor it to our students' needs. Vendor must market for OSU the official off-campus housing website to prospective property listers through targeted advertising, which may include, but is not limited to, local advertising, direct mail, phone calls and face to face sales visits.
11. Vendor will set rates for advertising, must handle all correspondence and be solely responsible for all collection policies and any disputes that may arise due to an error on the part of the Vendor. In addition, Vendor must be willing to modify rates to meet the budget restrictions of small landlords. OSU will have the right to review and approve these modified rates.
12. Vendor will be required to use discretion in sale of ads. OSU will have the right to review, approve, amend and reject ads.
13. Vendor will obtain any sales permits/licenses from cities/towns when required.

14. Vendor must provide OSU with a guaranteed royalty which will be a percentage of share paid to the Off Campus Student Association (percentage to be specified by the vendor's Financial Proposal). This is a percentage of the net listing fees. "Net listing fee" is defined as moneys actually received by the Vendor of gross sales minus bad debts, discounts, trades and cancellations less credit card processing fees. The percentage to be paid must be stated as part of the Financial Proposal. Royalty will be due 90 calendar days after end of subscription period anniversary date which shall be paid via check made payable to the Oklahoma State University Off Campus Student Association.
15. Secure guest login required for prospective students, faculty and staff who have not yet established okstate.edu email address.

10 REVENUE SHARING

Revenue Share is stated as a percentage of Net Listing Fee/Other revenue streams. "Net listing fee" is defined as moneys actually received by the Vendor of gross sales minus bad debts, discounts, trades and cancellations less credit card processing fees. The percentage to be paid must be stated as part of the Financial Proposal. Royalty payment to OSU Off Campus Student Association will be due no later than September 30th of each year.

11 QUESTIONS

All questions must be submitted via the Q&A Board in the online bid system, before the deadline. When posting questions, please post one (1) question per single post. This will be a public site, all questions and answers will be posted for all bidder's viewing.

END OF DOCUMENT

Bid Specifications
OSUA&M-RFP-000095-2016
Event Security
Oklahoma State University and the A&M System

I. General Conditions

- a. Successful bidder must have at least five years of demonstrated professional service
- b. Must supply a minimum of three references to whom similar services (event security for a crowd of 45,000 or more) have been provided. Those services must have been provided within the previous five years.
- c. Provide information on training procedures.
- d. Provide information pertaining to the number of years and experience with similar venues and services.
- e. Officers supplied by the successful bidder must be physically capable of performing required duties (walking, climbing stairs and standing for extended periods of time)
- f. Uniforms must be professional in appearance and approved in advance by OSU. Uniforms must bear name plate and company name.
- g. Bidder may submit a bid for all services or may submit a bid for only the section in which they desire to bid.
- h. Contract period: from time of award through June 30, 2017 with the option to renew for four (4) additional one (1) year periods upon mutual agreement.
- i. Provide maximum % increase for annual renewal options
- j. Evaluation Criteria: The evaluation of this RFP will be based upon the following criteria:
 1. Pricing
 2. Ability of bidder to meet RFP terms and conditions
 3. References
 4. Number of years of experience doing similar facilities
 5. Number of contracts with similar facilities

II. Services provided to the OSU Public Safety Department under the general supervision of the OSU Police Department.

- a. Provide security services for Oklahoma State University during home football games and other events on an as-needed basis.
- b. Provide security/crowd control and traffic control during University events on the campus of Oklahoma State University, working under the general supervision of the OSU Police Department.
- c. Officers must be allowed by employer to make appropriate citizen's arrests and apprehend and detain law violators until police can arrive and, when appropriate, intercede to prevent crime from occurring.
- d. Must be capable of providing up to 75 uniformed Security Officers per event**
- e. Estimated hours: 75 officers (including supervisors) X 9 hours each X 7 events, including travel time = 4,725 estimated hours
- f. Officers will be unarmed* and CLEET certified.
- g. Officers will work a minimum of six (6) hours and maximum of twelve (12) hours per officer, per event, including travel time.
- h. Officers must have CLEET ID in their possession.
- i. At the discretion of the Oklahoma State University Police Department, some events may require armed officers.
- j. Successful bidder agrees to provide all equipment and supplies necessary to perform the duties, including, but not limited to, radios, flashlight, traffic control equipment and inclement weather gear.

- k. Successful bidder will supply OSU Athletics with a duty roster at least 48 hours prior to the event and update that roster on event day to accurately reflect the officers working the event.
- l. Successful bidder must name and assign an event supervisor as a single point of contact with OSU Police. Company must also supply appropriate intermediate supervisors to conduct operations in a sufficient and appropriate manner.
- m. **Security services are REQUIRED for the following OSU home football games in Stillwater, OK and all home games in subsequent years upon renewal of this agreement**
 - 1. September 3, 2016 (SE LA)
 - 2. September 10, 2016 (C. Michigan)
 - 3. September 17, 2016 (Pitt)
 - 4. October 1, 2016 (Texas)
 - 5. October 8, 2016 (Iowa State)
 - 6. October 29, 2016 (WV)
 - 7. November 12, 2016 (Texas Tech)
- n. Other events to be scheduled as needed. Times not known at this time. Game times based upon Big 12 Conference TV Package and may be subject to change

III. **Services provided to OSU Athletics**

- a. Provide security services for Oklahoma State University Athletics during home football games and other events on an as-needed basis.
- b. Provide security during University events on the campus of Oklahoma State University, Stillwater, OK, working under the supervision of OSU Athletic Department and OSU Police Department. Must coordinate game day security responsibilities with OSU Athletics, OSU Police and other security agencies working in and around the stadium. Areas of security responsibilities will include; visual inspection of people entering the stadium gates, bag checks at entry points into the stadium (utilizing best practices for these tasks), field security, back of the house security, security on the roof and other areas as needed. Security staff must know and understand stadium policies.
- c. **Must be capable of providing up to 110 uniformed Security Officers per event**
- d. Estimated hours: 110 officers (including supervisors) X 9 hours each X 7 events, including travel time = 6,930 estimated hours
- e. Provide cost for equipping each individual security officer with a communication device, up to 50 officers per event. Describe the communication device to be provided, if so desired by the University.
- f. Officers will be unarmed* and CLEET certified.
- g. Officers will work a minimum of six (6) hours and maximum of ten (10) hours per officer, per event, including travel time.
- h. Officers must have CLEET ID in their possession.
- i. At the discretion of the Oklahoma State University Police Department, some events may require armed officers.
- j. Successful bidder will supply OSU Athletics a duty roster at least 48 hours prior to the event and update that roster on event day to accurately reflect the officers working the event.
- k. Successful bidder must name and assign an event supervisor as a single point of contact with OSU Athletics. Company must also supply appropriate intermediate supervisors to conduct operations in a sufficient and appropriate manner.
- l. Security services are REQUIRED for the following OSU home football games in Stillwater, OK and all home games in subsequent years upon renewal of this agreement

1. September 3, 2016 (SE LA)
 2. September 10, 2016 (C. Michigan)
 3. September 17, 2016 (Pitt)
 4. October 1, 2016 (Texas)
 5. October 8, 2016 (Iowa State)
 6. October 29, 2016 (WV)
 7. November 12, 2016 (Texas Tech)
- m. Other events to be scheduled as needed. Times not known at this time. Game times based upon Big 12 Conference TV Package and may be subject to change.
- n. Oklahoma State University reserves the right to enter into negotiations with successful bidders after all bids have been submitted. OSU Athletics, in conjunction with Cowboy Sports Properties, is interested in considering trade out possibilities for marketing and sponsorship dollars.

IV. As-needed Security Services provided to OSU and the A&M system

- a. The campuses of Oklahoma State University in Stillwater, Tulsa, and Oklahoma City may have the need for event security on an as-needed basis, should unforeseen events arise in the future.
- b. Provide security/crowd control, direct traffic, security work/bag checkers, and other required security related services during on campus University events, working under the general supervision of the applicable campus Police Department, security office, and/or campus administration.
- c. Security services may be needed to cover vacations, sick, some holidays and other emergencies of currently employed officers in the Safety and Security Department. Duties may include routine foot patrols of the exterior and the interior of all buildings, and vehicular patrol of the grounds and opening/closing procedures as unarmed officers.
- d. Officers must be allowed by employer to make appropriate citizen's arrests and apprehend and detain law violators until police can arrive and, when appropriate, intercede to prevent crime from occurring.
- e. Officers will be unarmed* and CLEET certified.
- f. Officers must have CLEET ID in their possession.
- g. At the discretion of the Oklahoma State University Police Department or campus administration, some events may require armed officers.
- h. Officers will work a minimum of six (6) hours and maximum of twelve (12) hours per officer, per event, including travel time.

****END OF DOCUMENT****

SPECIFICATIONS

GRANT WRITING SERVICES OSUA&M-RFP-000141-2017

SECTION 1: PURPOSE

- 1.1 Oklahoma State University Institute of Technology (OSUIT) is seeking proposals from qualified individuals or firms to assist OSUIT with grant writing, including researching and identifying potential grant opportunities, as well as providing general grant writing services associated with the completion and submission of grant applications, in areas of the Department of Labor, National Science Foundation, Department of Defense, other Federal and State Grants, and private foundations on an as needed basis.

SECTION 2: PROPOSALS:

- 2.1 Your proposal and all related documents should be uploaded in the SUPPLIER ATTACHEMENT section of the e-bid system. Each proposal will be the document upon which OSUIT will make its initial judgement regarding the proposer's qualifications, understanding OSUIT's scope and objectives, methodology, and ability to complete services contemplated by OSUIT.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including education, certification(s), licensure, general experience and specific examples of providing grant writing services relevant to the type of services requested in the Scope of Services. Provide samples of grant applications that you prepared and submitted and specify whether the grant application(s) submitted resulted in grant award. Also specify whether the type of grant(s) sought were a competitive or non-competitive (program) grant.
- 3.2 In the case of a proposal from a firm, provide a brief history and description of the firm submitting the proposal. Identify the firm's professional staff member(s) who will be assigned to this engagement if the firm's proposal is selected. Provide a statement of qualifications of each of the firm's professional staff members who will be assigned to this engagement including training, certification, licensure, general experience and specific examples of providing grant writing services, related to the type of service indicated in the Scope of Services. Provide a signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. Provide samples of grant applications that your firm prepared and submitted and specify whether the grant application(s) submitted resulted in grant award. Also specify whether the type of grant(s) sought was a competitive or non-competitive (program) grant.
- 3.3 Each proposer must provide the names, titles, addresses, e-mail and phone numbers of at least three (3) references related to the provision of grant writing services provided to a University or Government entity.
- 3.4 Each proposer may provide additional information which would serve to distinguish its, his, or her proposal from other proposals. Information to be uploaded in the SUPPLIER ATTACHMENT section.
- 3.5 Each proposer should be familiar with OSUIT's strategic plan. Also, each proposer should be familiar with grants.gov, e-grants, Fastlane, etc.
- 3.6 OSUIT may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this Request for Proposals. Proposers shall promptly furnish all information and data for this purpose as it may be subsequently requested by OSUIT.

SECTION 4: SCOPE OF SERVICES AND SERVICES REQUESTED:

The selected consultant(s) will be responsible for providing the following services to OSUIT:

- 4.1 Grant Funding Research – Conduct research to identify grant resources including, but not limited to those mentioned in addition to federal, state, foundation, agency(ies) and organizations that support funding needs of OSUIT for areas such as:
- a. Workforce and Economic Development initiatives
 - b. Infrastructure
 - c. Community Development
 - d. Education and Training
 - e. Capital Improvements

When requested by OSUIT, provide summaries of potential grants and financing resource, including but not limited to, name of agency, due dates for applications, eligibility, a brief program summary and the level of funding available.

- 4.2 Grant Proposal Development – Provide general grant proposal planning and writing service associated with the completion of grant applications of behalf of OSUIT, including the preparation of funding abstracts and production and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to OSUIT.
- 4.3 Monthly Reports – The successful consultant shall submit monthly reports to OSUIT summarizing the amount of time expended and describe activities undertaken during the previous month.

SECTION 5: CONTRACT TERMS:

- 5.1 The term shall be from date of award through 06/30/17, with an option to renew for five (5) additional one (1) year periods upon mutual agreement.

SECTION 6: COST PROPOSAL:

- 6.1 You are required to enter a cost per hour on the ITEMS tab of the e-bid system
- 6.2 In addition to the price per hour, provide a detailed cost proposal, identifying all related cost.
- 6.3 The cost proposal must provide a guarantee that no additional fees beyond this proposal will be charged to OSUIT without OSUIT's prior written consent and issuance of revised purchase order.
- 6.4 The selected proposer(s) shall submit itemized invoices, and such other necessary information or supporting documentation as may be required by OSUIT in order to process payment.

SECTION 7: EVALUATION CRITERIA:

- 7.1 The evaluation methodology for this RFP will be "Best Value" as defined in the terms and conditions. Following are the evaluation criteria that will be used for bids received in response to this solicitation:
- a) Demonstrated knowledge of sources of grant funds available to state universities
 - b) Demonstrated proficiency in obtaining funds
 - c) Demonstrated capability of project management and completion
 - d) Consultant's qualifications and experience
 - e) Consultant's staff qualifications

- f) Plan provided by Consultant for services
- g) Cost of services

SECTION 8: ALTERNATIVES:

- 8.1 Each proposer may include in its proposal items not specified in this RFP which the proposer considers pertinent. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized. Information to be uploaded in the SUPPLIER ATTACHMENT section.

SECTION 9: RELATIONSHIP:

- 9.1 The selected proposer(s) will function as an independent contractor under the terms of the RFP and purchase order with the University and shall not be considered an agent or employee of the University for any purposes.

SEPECIFICATIONS

Mobile Grain Engulfment/Confined Space Rescue Training Simulator System Oklahoma State University Fire Service Training

A. General Information

Oklahoma State University Fire Service Training is seeking proposals for the design, manufacture, delivery, and operator training of a Mobile Grain Engulfment/Confined Space Rescue Training Simulator System to provide safe and comprehensive practical skills training for industry workers and emergency service responders in the techniques of: grain bin engulfment, confined space entrapments, and related emergencies.

1. Consistent with OSU FST's mission of delivering training throughout the State of Oklahoma, this training unit shall be designed and compliant for approved transport on Oklahoma and U.S. highways, meeting all DOT requirements and not be subject to any special permitting.
2. Training components of the simulator shall be designed to meet applicable nationally recognized training standards for rescue and confined space.
3. The simulator system shall be self-contained with necessary generator and lighting systems for independent operation in remote and rural locations.
4. The simulator shall be designed to be transported as one unit towed by an existing over-the-road tractor provided by OSU FST.
5. Once at a training location the simulator shall be easy to set up before the training begins and easy to tear down after the training is completed. It is anticipated that set up and take down time before and after class should not exceed more than 30 minutes each.
6. The simulator must include a grain bin and grain hopper with an auger system to transfer product to and from each grain container.
7. The simulator must include a horizontal tube no less than 26 inch and no more than 30 inch diameter installed the length beginning and connected to the grain bin and extending to the rear of the simulator for confined space rescue simulations.
8. The simulator system shall have adequate storage for all the equipment used for such training.

The specifications within this document are the concepts and requests desired in a grain engulfment/confined space rescue simulator and not those of a professional simulator manufacturer; therefore the bidders shall be determined as the experts and provide a design that will meet the desired training outcome.

B. Evaluation Criteria

The evaluation methodology for this RFP will be "Best Value" as defined in the terms and conditions. Following are the evaluation criteria that will be used for bids received in response to this solicitation:

1. Plan design, overall application and ease of use
2. Experience and References
3. Ability to meet production schedules and timelines of the project
4. Price

C. Bid Response / Submission

The submitted proposal must address all items of the specifications. The proposal must be numbered and/or lettered in the same manner as the specifications with the responses addressing each section in its entirety. Your proposal and all related documents MUST be uploaded in the "Supplier Attachment" section of the e-bid system. Questions must be answered and a final price entered in the "ITEMS" section of the e-bid system.

D. Approval of Construction Plans

1. The bidders shall submit construction plans, drawings, and production schedule as part of the bid package.
2. These plans must include verification by a licensed engineer whose designs and strengths meet the requirements described in these specifications.
3. Oklahoma State University shall approve the design and construction during the bid process.

E. Time for Construction

1. The bidder must include an estimated date of delivery, production schedule and timeline.
2. OSU FST is working under the constraints of a grant funding period that necessitate as short a manufacture and delivery time as possible.
3. The grant period ending date is May 26, 2017 therefore all equipment must be delivered and invoiced on or before April 26, 2017.

F. Quality and Workmanship

1. The design of the Grain Bin Engulfment and Confined Space Simulator/Trailer shall embody the latest approved engineering practices. The workmanship shall be of the highest quality in its respective field.
2. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet on-road requirements and conditions for normal roadway and interstate operations in the State of Oklahoma with no restrictions.
3. Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for normal service or repair. All welding shall meet applicable national standards.
4. Bid proposals shall only be considered from companies that have an established reputation in the field of fire apparatus and/or training simulator system construction and have been in business for a minimum of 10 years. Further, the bidder shall maintain dedicated service facilities for the repair and service of products.
 - i. Provide a minimum of three (3) references include; company name, name of contact, email, and phone number
 - ii. Provide an overview of your company's history and service to the industry for a minimum of the past 10 years.
5. Each bidder shall furnish satisfactory evidence of their ability to construct the Grain Bin Engulfment/Confined Space Simulator/Trailer specified and shall state the location of the factory where the apparatus is to be built.
6. The bidder shall show that the company is in position to render prompt service and to furnish replacement parts and warranty work for said simulator/trailer.

G. Delivery

1. The Simulator/trailer shall be operationally tested and certified as complete and compliant with specifications by the manufacturer before it is delivered.
2. Vendors shall deliver the unit completed and ready for operational use to the purchaser's identified location in Stillwater, OK for inspection and acceptance. The delivery shall be FOB destination.
3. A qualified delivery engineer representing the manufacturer shall deliver the Simulator/trailer and assure that all components are operational and ready for use by the purchaser. The delivery engineer shall remain for a sufficient length of time, as determined by the purchaser, to assist the purchaser with review and acceptance of the unit.

4. The successful vendor will provide all required paperwork regarding the manufacturer and ratings of the simulator trailer that will be necessary to show origin and apply for trailer licensure in the State of Oklahoma.

GENERAL SPECIFICATIONS

I. Trailer Specifications

- A. A new trailer meeting the specifications stated within this document. Bids using refurbished or reconditioned trailers will not be accepted. The trailer may be a new trailer provided by a commercial vendor and modified to meet these specifications or a new custom designed and built trailer.
- B. The trailer must meet all applicable U.S. DOT regulations pertaining to interstate travel.
- C. The trailer shall be no less than 40 feet and no more than 52 feet overall in length.
- D. The trailer shall have a width not to exceed 102 inches
- E. The overall height of the completed trailer shall not exceed 13 feet and 6 inches during transport.
- F. The trailer shall be designed for outdoor storage and used in all types of weather conditions common to Oklahoma with all interior components protected from wind/rain/snow/ice, as well as other anticipated environmental conditions.
- G. The exterior of the trailer shall be painted white.
- H. Exterior roof deck area shall be painted gray with a non-slip surface.
- I. Exterior trim on this trailer shall either be painted white, be polished aluminum, be chromed, or be stainless steel.
- J. All tires and wheels shall be adequate for the design. Tires shall be all weather radial design and properly rated for the loaded trailer design. A spare wheel, tire and mounting bracket shall be mounted in a manner that will not impede loading or unloading of props and other materials from the interior of the trailer.
- K. GVWR rating shall be sufficient to carry equipment and grain in addition to the overall weight of the completed trailer.
 1. The trailer must be designed to prevent damage from dragging on steep grade changes.
 2. The design shall provide adequate support for the designed maximum loaded weight without sagging, bowing, or dragging any portion for the trailer during normal transport.
 3. Up to 4,000 pounds of equipment to be stored in compartments

4. 8,000 pounds of grain loaded in the grain bin, hopper, or both. It is acknowledged that for purposes of transportation the grain load must be balanced or placed solely in the grain hopper; however, for training purposes the trailer design must be capable of supporting the 8,000 pound grain load in either the grain bin or the hopper.
- L. The trailer must be constructed so that it can be towed with the OSU FST's existing semi-tractor. A 2000 Freightliner Century Class FLC 120. 57,400 GVWR-lbs over the road tractor. **(Attachment 1)**
 1. OSU FST will provide any dimensions, measurements, or other information about the tow vehicle to assist the manufacturer to meet this requirement.
- M. The brakes shall be U.S. DOT compliant and shall have sufficient standard and emergency braking capacity for the design of the loaded trailer and shall be compatible with uniform air braking connections.

II. Doors, and Openings to the Trailer Interior

- A. All openings in the exterior skin of the trailer, for any purpose whatsoever, shall be: weather resistant, leak resistant, and dust tight.
- B. All doors and compartments shall be lockable by either lockset or padlock design.
- C. All doors must utilize the most height of the compartment possible to allow for easy access to storage compartments.
- D. Rear storage compartment opening may be double swinging hinged doors with cam lock style closure. **(Attachment 2)**

III. Storage and Compartments

- A. Storage space will be needed for various rescue equipment used in grain engulfment and confined space rescue. The following equipment is an example of the items that will need storage space.
 1. Engulfment rescue tube
 2. Electrical rescue auger
 3. Ramfan manhole ventilation system
 4. Rescue equipment, ropes, pulley's, harnesses, rescue baskets, and small hardware
 5. Tripod retrieval system
 6. 2 - 24' Extension ladders (These ladders may be stored in the confined space rescue tube)
 7. Grain bin panel cutting prop (Disassembled)

- B. All storage compartments shall be easily accessible from the ground with steps or removable stairs.
- C. All storage compartments shall have removable/adjustable shelves to accommodate various sized equipment.
- D. The area over the kingpin connection shall be used for storage with removable/adjustable shelves on each side of the storage area with a center opening access area. **(Attachment 3)**

IV. Electrical and Lighting

- A. A fixed on-board generator and master electric control will be supplied and installed in the trailer with easy access for operation and service/repair. A fuel cell for the generator will be installed in the trailer and connected to the generator for ease of operation. The fuel cell will be mounted in a location that will be easily accessible for fueling and will meet the safety and installation requirements to operate the generator. The generator will be sized and rated to provide the necessary power to operate both the electric systems and lighting at the same time. The fuel system will provide for an operational time of at least six hours.
- B. A shore power connection will be available for operating the electrical system of the simulator without the operation of the generator. The shore power cord and plug shall be of adequate rating for electrical current needed.
- C. Weatherproof 110 Volt electrical outlets shall be installed in each storage compartment, 2 outlets on each side of the trailer exterior (one front half, one rear half), and one outlet on roof top area in the location of the auger controls.
- D. All electric outlets and lighting should be permanently wired and powered from the onboard generator and shore power. The power connection shall be appropriately installed and connected through a breaker panel to the electrical system.
- E. Scene/Work Lights
 - 1. There shall be two 110 Volt, 500 watt LED working lights mounted on extendable poles mounted on/in the trailer permanently.
 - 2. Lights must be heavy duty, weather proof/resistant, and capable of operating in inclement weather.
 - 3. Lights must be located to provide working light on the top of the trailer and be capable of extending above the top of the trailer. It is suggested that mounting locations be on opposite corners of the trailer, one on the front and one on the rear.

F. Compartment Lighting:

1. All compartments shall be lighted with 110V LED lights with individual light controls in each compartment.

V. Grain Bin

- A. This trailer will include a 6'-7' (diameter) grain bin, with a 45° bottom, mounted to the trailer.
- B. The location and design must allow for a loaded weight of approximately 8,000 pounds of grain.
- C. Grain bin must be similar to the grain bin in Attachment 3. The manufacturer may be anyone capable of manufacturing a grain similar to the one shown. The intent of this requirement is to incorporate a commercially available grain bin that would be common to grain bins in use throughout Oklahoma. **(Attachment 4)**.
- D. Structural protection shall be installed to protect the roof area of the grain bin and provide a flat surface for a rescue tripod and rescue personnel. This surface is preferred to be part of the trailer roof. **(Attachment 5)**

VI. Grain Storage Hopper Simulator

- A. A grain hopper will be constructed and mounted to the trailer.
 1. The hopper may be enclosed by the outside (siding) of the trailer.
 2. The hopper shall have a top opening of 3' wide by 4' long and include a covering made of the same material as the decking of the compartments and be reinforced to withstand the weight of two firefighters at 300 lbs. each.
 3. The cover for the hopper shall be weather tight and have a mechanism to lock it in position during transport and when the hopper is not in use.
 4. The cover must be easily removed by two people without the assistance of any mechanical devices.
 5. There must be an insert that fits into the hopper opening that resembles a manhole opening that measures no less than 24" in diameter. This insert must:
 - a. Be easily removable by two people
 - b. Mount securely in place
 - c. Be sufficiently reinforced to support 600 lbs.

- d. Allow the hopper covering to be placed over this insert for transportation.
- e. The bottom of the hopper must be sloped to allow unloading of the hopper content through a manually operated dump valve designed into the hopper that allows gravity unloading of the hopper.
- f. The hopper must be designed for “bottom dumping” of grain through the bottom of the trailer.

VII. Grain Transfer between Bin and Hopper

- A. There shall be a mechanism to transfer grain back and forth between the grain bin and grain hopper.
 - 1. Permanently mounted grain augers moving grain from the bin to the hopper and from the hopper to the bin, (both directions).
 - 2. An auger drive system can be either hydraulic over electric or electric. The auger drive shall be powered by the electrical system on the simulator.
 - 3. Controls for the auger systems shall be available at the roof location in proximity to the grain hopper. An auxiliary control that can be operated from ground level shall be included.

VIII. Confined Space Rescue Tube

- A. There shall be a horizontal tube no less than 26 inch and no more than 30 inch diameter installed the length of the trailer, beginning and connected to the grain bin and extending to the rear of the trailer on the passenger side for confined space rescue simulations.
 - 1. The horizontal tube can be square or round pipe.
 - 2. The tube shall connect to the grain bin in the area of the hopper slope on the passenger side with a 90 degree bend and extending to the rear of the trailer. **(Attachment 6)**
 - 3. The tube connection at the grain bin shall have a closure to eliminate grain from entering the tube during grain engulfment exercises.
 - 4. The tube shall have an instructor access door located at the 90 degree bend for access from the exterior of the simulator.
 - 5. The tube must extend to the rear of the trailer and end at the door closure. The rear doors of the trailer shall create the closure for the end of the tube. **(Attachment 7)**

IX. Safety Railing, Stairways, and Egress Ladder

- A. There shall be a safety/handrail system made of square or round tubing and fixed to the trailer in a manner that provides fall protection for the participants working on the top of the trailer and allow for transporting unit within the height limits set by the Department of Transportation.
 - 1. Safety railing system shall be provided on all sides to protect the work area on the roof.
 - 2. Safety railing system must meet all OSHA safety requirements.
 - 3. Safety railing system must be easily assembled or setup by one person.
 - 4. The railing system openings for the ladders and stairway shall have self-closing gates.

- B. A folding stairway system shall be constructed and mounted, complete with handrails that can be used to provide ground access to the working platform/roof of the simulator. Stairway design shall allow for permanent mounting necessary for use while unfolded as well as fold or retract for storage and transport. The design must be such that it will not interfere with the transport configuration of the trailer or the training activities on or around the unit.
 - 1. The stairway system must support a minimum of 1500 lbs. when in use.
 - 2. The stairway system shall be permanently mounted on the driver's side in the area between the grain bin and grain hopper on the trailer.
 - 3. The stairway system shall be designed so that two personnel can easily deploy or recover the system.
 - 4. The stairway system shall be adjustable for uneven ground leveling (**Attachment 8 & 9**)

- C. A secondary egress ladder with cage enclosure shall be constructed to be removable and stored for transportation or constructed in a manner that will not affect the width or operation of the overall unit.
 - 1. The egress ladder shall allow entrance and exit from the working platform/roof of the simulator to the ground.

X. Working Platform/Roof Area

- A. The working platform/roof area shall provide an aggressive anti-skid work surface (example; Linex or Rhino Liner type surface) gray in color to reduce glare and reflection.

- B. The working platform/roof area shall support the weight of and allow for 8 fully equipped firefighters, (300 pounds each), and their equipment.

- C. The entire roof area of the simulator shall be a flat, one level work area with the exception of the opening of the grain bin.

XI. Simulator/Trailer Manuals and Materials

- A. The manufacturer will supply a minimum of: four (4) copies of an Operations and Maintenance Manual, design/engineering drawings of the unit, and wiring diagrams. The manufacturer shall also supply operation, maintenance, and specification information for any pre-manufactured components installed in the unit. A minimum of one set will be delivered to OSU FST 30 days prior to the delivery of the unit. In addition, an electronic version of all documents.

XII. Delivery

- A. It is highly desirable that the mobile simulator system be delivered within 180 days of bid award.
- B. If this delivery time cannot be met, bidders shall indicate their estimated delivery time in calendar days as well as a guaranteed delivery time.

XIII. Warranty

- A. Manufacturer shall provide a minimum one (1) year warranty from the date of acceptance for the trailer and prop that covers all components. The warranty offered should be described in detail.
- B. The manufacturer shall be able to provide post purchase support for the unit during the warranty period and on a request basis for a period of up to five (5) years after manufacture date. The warranty offered should be described in detail.

XIV. Operational Training

- A. Manufacturer shall provide a minimum of one training session on the operation; care, safety, and maintenance of the training prop to be scheduled at date and times acceptable to OSU FST. The training offered should be described in detail.

XV. Attachments

1. Oklahoma State University tow vehicle.
2. Rear door example.
3. Storage area over the kingpin.
4. Grain Bin example and information.
5. Top view and recommendations.
6. Confined Space tube recommendations side view.
7. Confined Space tube recommendations rear view.
8. Leveling legs on the bottom of the stairway.
9. Leveling screws on the mid brace of the stairway.
10. Auger connection and grain flow to the grain hopper.
11. Auger connection and grain flow to the grain bin
12. Cutting prop storage with grain hopper.

Attachment 1



Attachment 2



Attachment 3



Locate shelves on outside walls, 2' deep
Add support poles on inside edge of
shelves to support shelves and roof
weight as needed

Install sliding steps (w/hand rails) that slide
into the center of the compartment for
storage

FARM HOPPER TANKS

BULK FEED TANKS (BFT)

BFTs are a popular way of storing feed due to their ease of installation, lower expansion cost and convenient hopper unloading. Several of these tanks can be installed to store a variety of grains and the sealed roof and body design helps protect grain/feed from moisture damage.

GSI Bulk Feed Tanks are available in 6', 7', 9', 12', and 15' diameters and range in capacities up to 2678 bu. (60.52 MT).



GRAIN HOPPER TANKS (GHT)

GHTs are able to support slightly heavier loads than typical ground feed bulk tanks. Grain Hopper Tanks can be used for temporary storage, adapted to several grain drying and conditioning systems, or serve as long term storage for properly dried grain.

Available in 9', 12', 15', 18' and 21' diameters and are designed to hold 45 lbs. per cubic foot, with total bin capacities exceeding 6000 bushels (150 MT).



	HOPPER BIN COMPARISONS	
	BFT	GHT
Corrugation	2.66	2.66
Stiffened	No	No
Legs	Rolled	Rolled
Material Capabilities	40 lbs./cu. ft.	45 lbs./cu. ft.
Roof Style	Sealed	Grain Bin
Roof Peak Loads	1,200 lbs.	2,500 lbs.
Opening	16" or 22"	16" or 22"
Hopper Angles	60°, 67°	45°



Walking surfaces shall be non-reflective with a non-slip coating, gray in color

Roof of trailer shall provide a walking surface that is one level the full length of the trailer
All walking surfaces shall be the same material and coated with non-slip material.

Attachment 6



Attachment 7



Attachment 8

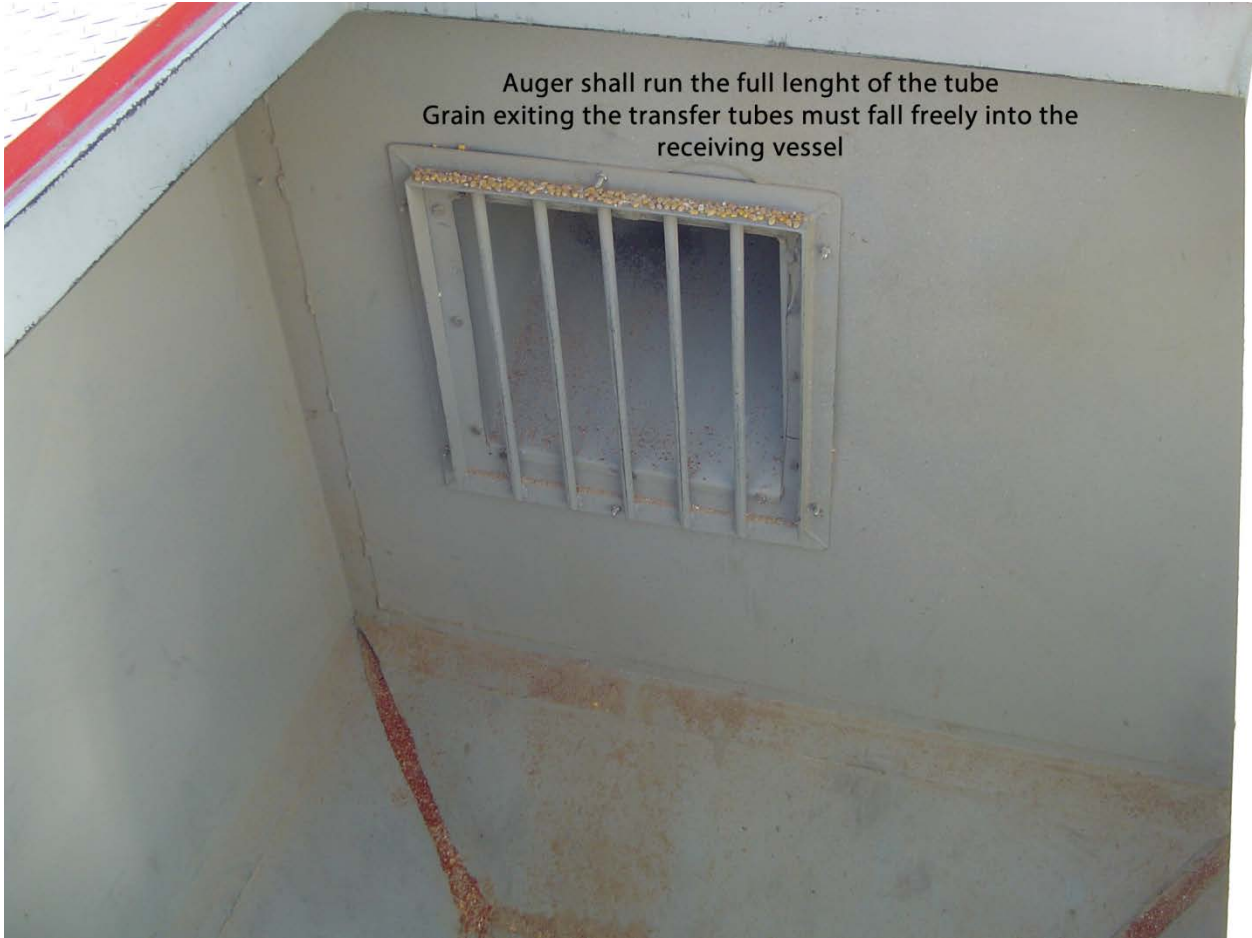


Attachment 9



Attachment 10

Auger shall run the full length of the tube
Grain exiting the transfer tubes must fall freely into the
receiving vessel



Attachment 11



Attachment 12



SPECIFICATIONS

CONSULTING SERVICES – COLLEGE OF HUMAN SCIENCES

1.0 OVERVIEW

The College of Human Sciences (COHS) at Oklahoma State University is requesting quotes for consulting services to assist the college in identifying ways to increase revenue and enrollment to accomplish the goals set forth in the strategic plan. The selected consultant will have documented performance of a comparable nature working with like universities and colleges of similar demographics to COHS and OSU. The consultant should be able to come on-site and conduct a review and analysis of the College which will identify strengths and opportunities for growth. Using this knowledge, the consultant will design a proposal and feedback directed at strengthening channels for revenue growth and enrollment goals.

College Background:

The College of Human Sciences, along with other higher education entities, has experienced budget cuts over the past several years, making the College much more dependent upon generated dollars through private fundraising, outreach activities, grants and contracts. Due to the specific nature of our programs, it is believed that partnerships can be developed utilizing the expertise of the faculty in the College and our unique facilities. The college leadership has ideas that can to be expanded upon to determine the best course of action moving forward.

The College of Human Sciences at Oklahoma State University is home to four academic units which provide instruction, research and outreach that impact the human condition. Design, Housing and Merchandising (DHM); Human Development and Family Science (HDFS); Nutritional Sciences (NSCI) and the School of Hotel and Restaurant Administration (HRAD) offer 11 undergraduate degree programs, four on-campus master-of-science programs, five online masters programs and two PhD programs..

College Strategic Plan Goals:

Our strategic plan calls for increased enrollment of undergraduate and graduate students as well as the enhancement of the areas described below

- Increase freshmen retention from 84% to 90% by 2021
- Increase the undergraduate six-year graduation rate from 70% to 75% by 2021.
- Increase the value of externally-funded grants and contracts
- Increase the percentage of master's students completing their program within 2 years
- Decrease the average time to degree for our Ph.D. students
- Increase the number of community-engaged instruction opportunities
- Formalize and increase the number of community partnerships
- Increase the number of community-engaged research and creative activities
- Increase the impact of Extension programs on behavior change adoption

The college leadership will provide guidance to the successful consultant. The consultant will be expected to develop actionable plans for implementation by the College.

2.0 Consultant Scope of Work and Specifications

The intent of this RFP is to identify a consultant to perform an assessment of the College and assist College leadership in making strategic decisions regarding **implementation of revenue-generating projects and enrollment growth plans and will assist the College in developing actionable plans to achieve this outcome**. The successful consultant will have a designated administrative liaison and access to the college administrative team, enabling the consultant the ability to leverage the existing expertise and facilities within the College to develop actionable plans to increase revenue and enrollment.

The consultant will be tasked with;

- 2.1 Identifying rapid strategies to increase enrollment and create new revenue streams related to our mission.
- 2.2 Utilizing existing asset mapping and working with college administrators to develop actionable plans to address these issues.
- 2.3 Acting as a support mechanism and a capacity expansion tool, commissioning both primary and secondary research projects including but not limited to: program evaluation, survey design, administration and analysis, benchmarking, best practice research, comparative analysis and data analysis.
Specific "projects" include:
 - 2.3.1 *Perform an assessment which will identify revenue-generating opportunities for the College utilizing asset mapping that exists as well as additional metrics.*
 - 2.3.2 *Development of an Actionable Plan to increase student enrollment in the college from 2,000 to 2,700 over the next five years.*
 - 2.3.3 *Identify alternative funding sources based on existing talent and expertise.*
 - 2.3.4 *Identify new logical partnerships (both on campus and industry partners).*
 - 2.3.5 *Provide suggestions for additional appropriate revenue-generating opportunities which align with the academic goals of the college.*
- 2.4 Design and implement survey tools, and conduct data analysis which will include survey methodology, evaluation/analysis of the data, and result in a final report of findings.

The RFP submission shall provide a detailed plan to address each item described above

3.0 References

The RFP response shall include three (3) references and should include the contact name, title, company or Higher Education institution, email address, and contact phone number. It is preferred that the references be from Higher Education institutions similar in scope to OSU.

4.0 Experience

The RFP submission should include a detailed and documented overview of previous experience needed to be successful as set forth in this document. Including, but not limited to; company history, similar projects completed in the past two (2) years, sample reports, suggested plan of action, evidence of similar projects directed at actionable plans to increase revenue etc.

5.0 Expertise

Provide a resume for each team member assigned to this project. Include detailed information on the team leader/liaison and how the team will integrate with the College to maximize efficiency and outcomes.

6.0 Cost – Proposed Pricing for Services

The RFP response shall include a detailed cost analysis for services recommended to achieve the goals of this RFP.

7.0 RFP Evaluation Criteria

The University at its sole discretion shall determine whether particular providers have the basic qualifications to provide the required products and/or services. Among the factors to be considered by the University in determining whether a provider possess the basic qualifications include the following:

- 7.1 Experience
- 7.2 Pricing of Services
- 7.3 Ability of supplier to meet the requirements specified in this RFP
- 7.4 References
- 7.5 Expertise
- 7.6 Other (items from independent investigation as necessary)

8.0 Post-Bid Interviews and Negotiations

The University may select bidder semi-finalists for detailed evaluation and post-bid interviews. Vendor semi-finalists may be asked to conduct on-site presentation. The objective of any post-bid interview and/or presentation will be to permit key departmental personnel an opportunity to seek clarification and to validate the vendor proposals.

9.0 Successful Consultant – Projected timeline

This agreement will be from time of award through June 30, 2017 with the option to renew for two (2) additional one-year periods upon mutual agreement

A draft report will be due 8 weeks from the date of award, with the final report to be presented 16 weeks from the date of award (or 8 weeks from the submission of the draft report). The report will provide the raw data, analysis methodology, and final recommendations.

Specifications

The Fire Protection Publications (FPP) department of the College of Engineering, Architecture, and Technology at Oklahoma State University located in Stillwater, Oklahoma is seeking Technical Writers on an “as-needed” basis. Technical writing services will be in support of fire service training textbook development for FPP in conjunction with the International Fire Service Training Association (IFSTA).

1.0 Overview

Fire Protection Publications (FPP) is requesting bids for contract writing of validated chapters for IFSTA/FPP manuals.

1.1 FPP Background. FPP, along with its partner, the International Fire Service Training Association (IFSTA), is the largest publisher of fire service training materials in North America. FPP is an outreach extension function of the College of Engineering, Architecture, and Technology at Oklahoma State University. FPP and IFSTA have been producing training materials since 1934. FPP’s training materials are written to meet either National Fire Protection Association (NFPA) standards or Fire and Emergency Services for Higher Education (FESHE) course outcomes. FPP staff develops training materials with the assistance of contracted technical writers and other SMEs who volunteer their time serving on IFSTA validation committees.

1.2 FPP Strategic Goals. FPP and IFSTA’s goal is to create high quality fire service training materials designed to provide fire and emergency services professionals with the knowledge and skills to perform their job duties safely and effectively. These materials include textbooks, curriculum, exam preparation materials, workbooks, and certification test banks. Curriculum products include lesson outlines, digital presentations, tests, and quizzes.

2.0 Expertise

2.1 Professional References. Bids shall include three (3) references that are familiar with the bidder’s professional experience. References should include the contact’s name, title, organization affiliation, email address, and contact phone number.

2.2 Resume. Bids shall include a resume that details the proposer’s professional experience and applicable work history. The following applicable items should be included and detailed:

- a. Firefighting – Structural, aircraft, wildland, marine, strategy and tactics, high rise,
- b. Fire Officer – Company Officer, Chief Officer, Safety Officer
- c. Driver/Operator – Pumping and aerial apparatus
- d. Hazardous Materials Response

- e. Fire Service Training and Instruction
- f. Fire and Life Safety Education
- g. Fire Protection Systems
- h. Fire Inspection and Code Enforcement
- i. Fire Investigation
- j. Community Risk Reduction and Fire Prevention
- k. Technical Search and Rescue – multiple disciplines
- l. Vehicle Extrication
- m. Firefighter Safety, Health, and Wellness
- n. Fire service standard development
- o. General technical writing experience
- p. Instructional or curriculum development experience

2.3 Writing Sample. Bids shall include a writing sample that provides an example of the bidder’s professional work as a writer.

2.4 Instructional or curriculum development experience. Bids shall include a detailed summary of the proposer’s instructional or curriculum development experience.

3.0 Evaluation Criteria

The evaluation methodology for this RFP will be “Best Value” as defined in the terms and conditions. Following are the evaluation criteria that will be used for bids received in response to this solicitation:

- **Expertise**
- **Writing Ability**
- **Cost**
- **Technical writing, instructional development, or curriculum development experience**

4.0 Scope of Work and Work Description

The information below describes the technical writer’s responsibilities and expected work deliverables.

4.1 Chapter Deliverables. Write specified manual chapters for one IFSTA–validated, fire training textbook. Number of chapters will vary depending upon the project or assignment. The length of chapters will vary, but generally falls between 25 to 75 pages. FPP will provide the writer with digital copies of previous editions, the FPP style guide, and other applicable, FPP content that could aid in the writing of the chapters. Chapters should be delivered according the following criteria:

- Meet the NFPA job performance requirements or FESHE outcomes specified in the validated manual outline
- Follow the validated manual outline.

- Written according to the specifications in the FPP style guide and FPP templates (Publisher will provide these documents to the writer before work begins)
- Delivered according to a schedule of one chapter every 4 weeks over the course of the project.
- Delivered in Microsoft Word via email to the FPP lead senior editor for the project.
- Include Skill Sheets written for each chapter based upon a validated list of needed skills.

4.2 Validation Deliverables. Attend meetings of subject matter experts (SMEs) to assist with revision and “validation” of draft chapters. IFSTA/FPP uses a consensus process known as “validation” to ensure that all content in IFSTA manuals is accurate, up-to-date, safe, and broadly acceptable as best practice. The validation committee meets on web conference a maximum of twice month for a 2 hour meeting (4 hours/month total). They also meet in person twice a year in Tulsa, Oklahoma in January and July. These meetings are held over a 2 to 3 day period (2 days in January, 2.5 days in July). The writer’s attendance is mandatory for these meetings. FPP will pay the writer’s travel expenses to these meetings, but the writer must be available to attend. Travel expenses (travel and lodging) will be reimbursed according to the Oklahoma State Travel Reimbursement Act.

4.3 Editing Deliverables. Make yourself available to FPP staff completing work on the chapters following validation to answer questions that arise during the post-validation development of the finished manual. The FPP staff generally does not need a significant time commitment from the writer after validation, but may have isolated questions and needs for guidance during editing. The contractor shall respond to any inquiries within 48 hours of receipt.

5.0 Contract Terms

5.1 Term. The term will extend twelve months from date of award with the option to renew for up to four (4) additional one-year periods upon mutual agreement.

5.2 Termination. If for any reason the Contract Writer fails to deliver any part of the Project Work in the form and content satisfactory to the Publisher by the agreed upon dates or fail to comply with any other provisions of the agreement, the Publisher may, at its sole option, (i) extend the due dates or (ii) terminate this Agreement upon ten (10) days written notice to the Contract Writer.

6.0 Cost – Proposed Pricing for Services

The bidder shall include the rate charged per chapter to complete the writing and other requirements described in Section 4.0 (Scope of Work). The rate should take into consideration include the following:

- a. Manual chapters average 50 pages in length (Times New Roman, 12 pt. font, 1.5 line spacing)

- b. 4 hours of monthly meeting attendance
- c. An additional 40 hours of meeting attendance annually at two, in-person meetings (FPP pays travel and lodging)

END

Questions to be added to OK Corral – answers REQUIRED

1 Agree to identify in writing any and all materials (including but not limited to, text, photographs, illustrations, tables, charts) in the Project Work not created by the Contract Writer and provide copyright holder's name and necessary contact information (e.g. address, facsimile and/or telephone number, email address). The Contract Writer is responsible for submitting to the copyright holder of said materials a written permission, release. It is understood that the Publisher has the final approval authority for the use of third party copyrighted materials in the Project Work.

(Yes/No)

2 It is understood and agreed by the Contract Writer that all expenses and costs incurred in the preparation of the Project Work, including, but not limited to, such expenses and costs as materials, supplies, equipment, copying, postage, and telephone, are the responsibility of the Contract Writer and will not be reimbursed or paid for by FPP, with one exception – travel expenses to in-person meetings as referenced in 4.2 of the specifications.

(Yes/No)

3 Confirm you agree to the following: The Project Work must be satisfactory to the Publisher in both form and content and the Publisher expressly reserves final editorial rights as to any firefighting technical matters contained in the Project Work. If the Contract Writer fails or refuses to make or permit revisions or additions deemed necessary by the Publisher, the Publisher may not accept the Project Work, or any component thereof and not pay the Contract Writer for the non-accepted Project Work or component thereof and terminate this agreement.

(Yes / No)

4 Confirm you agree to the following: For purposes of this Agreement, the term Copyright Interests means all interests Contract Writer may own or claim in copyrights in the United States in and to the Project Work, including, without limitation, all rights to register and obtain renewals and extensions of copyright registrations, all rights of reproduction, display,

performance and distribution, and the right to create derivative works therefrom together with all other copyright interests accruing by reason of international copyright conventions, including the right to sue for, settle, or release any past, present, or future infringement thereof. All Copyright Interests or other intellectual property rights associated with the Project Work shall belong exclusively to the Publisher and shall, to the extent possible, be considered a work made for hire by the Contract Writer for the Publisher within the meaning of Title 17 of the United States Code. To the extent the Project Work may not be considered a work made for hire, the Contract Writer does by these presents assign to the Publisher the Project Work and each component thereof, without any requirement of further consideration, and any and all Copyright Interests and other right, title, or interest the Contract Writer may have in and to the Project Work. Upon request of the Publisher, the Contract Writer shall take such further action, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

(Yes / No)

5 Confirm you agree to the following: The Contract Writer hereby expressly and forever waives for any and all uses of the Project Work as a work of visual art, as a promotional item, or otherwise, any and all moral rights applicable to the Project Work arising under 17 U.S.C. §106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. §106A, or any other type of moral right or droit moral.

(Yes / No)

6 Confirm you agree to the following: Except those portions of the Project Work expressly identified in writing by the Contract Writer to the Publisher under Section 4.1, the Contract Writer expressly warrants and represents that the Project Work will be an original work prepared by the Contract Writer and that the Project Work will not infringe any existing copyright, trademark, patent, or other proprietary rights of others and will not contain any matter that will libel, invade the privacy of, defame, or otherwise violate the rights of any person or entity. The covenants contained herein shall survive any termination of this Agreement.

(Yes / No)

7 Contract Writer certifies and warrants that he/she has not entered into any other agreement that would prevent the performance of the services agreed to be performed herein and that no such agreement will be entered into during the pendency of this Agreement.

(Yes / No)

8 The Contract Writer agrees to not prepare or assist in the preparation of any other related or similar work that might interfere with or affect the sale of the Project Work without the Publisher's express prior written consent.

(Yes / No)

9 Confirm you agree to the following: The Contract Writer shall not, nor shall he/she permit anyone else to, publish or otherwise reproduce or communicate in any media now known or later developed any portion of the Project Work, or any version, revision, or derivative work based thereon, without the Publisher's express prior written consent.

(Yes / No)

10 Confirm you agree to the following: In the event of termination, finished and unfinished manuscripts, drafts, drawings, photographs, illustrations, charts, tables, Project Work components, or other material prepared by the Contract Writer under this Agreement shall belong to the Publisher and shall be turned over to the Publisher upon Agreement termination.

(Yes / No)

File attachments:

Sample Chapter in Microsoft Word