



PURCHASING – BIDS AND CONTRACTS
REQUEST FOR PROPOSAL

For
Insurance Broker Agency Services
for
Oklahoma Higher Education Employees Insurance Group (OKHEEI)
RFP 2022-105

ISSUE DATE: March 14, 2022

PROPOSAL DUE DATE / TIME: May 9, 2022 @ 3:00 PM CST

IMPORTANT NOTICE

IF YOU ARE NOT RESPONDING: 1. CHECK THE BOX FOR “NO RESPONSE”, 2. ADD THE REASON FOR YOUR NON- RESPONSE, 3. SIGN, DATE, AND FAX BACK THIS COVER PAGE ONLY, TO 580-774-3211

1. NO RESPONSE

2. COMPANY NAME: _____

3. OUR REASON FOR “NO RESPONSE”:

If the full Request For Proposal is not included, you can pull the entire document at:

DIRECT ALL QUESTIONS & INQUIRES TO:

Primary Contact

Brenda Burgess, SWOSU VPAF

brenda.burgess@swosu.edu

Fax: 580-774-3211

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

1.0 Southwestern Oklahoma State University (SWOSU)

1.1 About the University

If you are not familiar with SWOSU, you can find information about our University at the University’s website www.swosu.edu.

2.0 General Information and Instructions to Proposers

2.1 Original RFP Document

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

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

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

2.3 Schedule of Events

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

Action	Date
Issue RFP	3/14/2022
Pre-Proposal Conference and/or Site Visit	NA
Last day for Vendor to submit written questions	3/28/2022, 3PM CDT
Tentative Addendum Post Date	4/04/2022
RFP Closing Date and Time	04/12/2022, 3 PM CDT
Evaluation Period ends	04/19/2022
Vendor Presentations (location to be determined)	04/26/2022
Tentative Notice of Award	May 9, 2022
Implementation	TBD

All Proposers are notified of the award.

We are unable to offer responses to inquiries about the solicitation after the award. Proposing Vendors can seek the Open Records for any additional information sought after the award by requesting the information at hr@swosu.edu. Thank you for supporting our compliance with statute and policy.

2.4 Pre-Proposal Conference – Mandatory-N/A

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

2.5 Pre-Proposal Site Visit - Mandatory- N/A

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

2.6 Accommodations for People with Disabilities

If the vendor, or any of the vendor's employees, participating in this RFP needs or has questions about the University's accommodations for people with disabilities please contact the Brenda.burgess@swosu.edu, to make the necessary arrangements. Requests should be made as early as possible to allow time to arrange the accommodations.

2.7 Performance Bond, Insurance or Similar Requirement

Vendors should read this document closely to determine whether a performance bond or similar requirements are indicated for this RFP. If project cost exceeds \$50K, bond is required per Title 61 O.S.

113.B. Vendors shall ensure that complete and competent evidence of such coverage is provided to the University in their proposal package. The Bond and insurance are required to be in effect and cover 100% of the project until accepted in total by SWOSU.

2.8 Originals/Copies - Submission Deadline and Location

The RFP and all attachments, to also include any applicable & acknowledged addenda, are to be included within the required proposal submissions which include one (1) original signature copy, marked "ORIGINAL" along with an additional one (1) paper hardcopy and fourteen (14) electronic CD-ROM-RW versions or flash drive versions, which shall follow the same format and proposal as the original signature copy per the RFP specifications. Each CD-ROM-RW, or flash drive version, shall be marked one (1) through fourteen (14). The signer of the PROPOSAL for the Vendor must be a legally authorized representative capable of binding, through contract, the Vendor and Vendor's organization. The original proposal, all attachments and all required copies may be bundled in one sealed package. Any confidential or proprietary information must be sealed in a separate envelope within the submission envelope/package and clearly marked as CONFIDENTIAL/PROPRIETARY. ***Facsimile and/or Email Proposals shall NOT be accepted.*** All Proposals shall be submitted and received by the University **NO LATER THAN 3:00PM CDT, Tuesday, April 12, 2022.**

Proposals shall be addressed as follows with the "SWOSU Request for Proposal #2022-105 Insurance Brokerage Agency Services for OKHEEI" **clearly marked on the outside of the sealed package** to:

Southwestern Oklahoma State University
Attention: Brenda Burgess, VPAF
Bid Proposal Enclosed (2022-105)
100 Campus Drive (HAB #211)
Weatherford, OK 73096

Office hours for receipt of proposals are: Monday through Friday, 9 A.M. through 5 P.M., Central Standard Time. Offers may be hand delivered, express mailed, or otherwise sent to arrive prior to the closing time set for receipt of offers, as determined by the clock in the SWOSU, HAB Room #211 office.

2.9 Communication, Questions, Inquires

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

Primary Contact: Brenda Burgess, VPAF
SWOSU
Email: brenda.burgess@swosu.edu
Department Fax: (580)774-3211

Questions and/or information requests may be submitted as they occur, but **NOT LATER THAN 3:00 PM CDT, March 28, 2022.** Email questions, referencing "***Questions for RFP# 2022-105***" on the correspondence. Questions and answers shall be posted to the website as one addendum to the solicitation. Any applicable addenda in relation to this RFP Solicitation are required to be executed and included in the vendor submission. Proposals missing addenda shall be deemed as unresponsive and therefore, disqualified from evaluation.

Should any vendor seek to receive RFP Updates/Addenda directly to a named person in the company rather than searching for addenda on the purchasing website in accordance to Section 2.3 Schedule of Events, please contact the person noted above by email. The subject line of the email communication should note "Vendor Application Attached – Please add my company to the bidder list for RFP 2022-105.

3.0 Terms and Conditions Governing the Resulting Contract

3.1 SWOSU Standard Terms & Conditions

Standard Terms & Conditions are available within this document.

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

3.2 The Resulting Contract

The resulting contract shall consist of (1) SWOSU solicitation (whether RFQ, RFP or ITB) and any changes, additions, deletions or clarifications per addenda, (2) Negotiations rendered to writing and signed by both parties, (3) Vendors qualifying Response/Quote/Proposal/Bid, and (4) SWOSU Terms & Conditions. This shall also be the priority order by which any conflict in the contract shall be resolved.

3.3 Sexual and Verbal Harassment

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

3.4 Vendor Restriction Against Hiring University Employees

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

3.5 Specific and Unique Terms and Conditions applicable to this RFP

The following Terms and Conditions, along with the SWOSU Standard Terms and Conditions, incorporated by reference, shall become part of any Agreement resulting from this RFP between the higher education consortium and the Vendor.

- A. SWOSU, on part of this collaborative effort among higher education institutions, reserves the right to reject any proposal if the information submitted indicates the Vendor fails to satisfy the qualifications and specifications. SWOSU reserves the right to add or remove members from this contract based on the qualifying membership factors.
- B. Vendor shall be an independent broker/agent of record, therefore not affiliated with any insurance company, third party administrative agency or provider network. Any Vendor having potential or existing relationships between your company and insurance carriers and/or service providers which indicates the

impairment of independence and objectivity because shall not be considered a viable proposer because of perceived or actual conflict of interest.

C. Vendor and employees thereof shall be licensed to perform these services in the State of Oklahoma.

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

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

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

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

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

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

3.8 Tobacco-Free Campus

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

4.0 Overview

Statement of Objective

The Southwestern Oklahoma State University is soliciting proposals on part of the Oklahoma Higher Education Employees Insurance Group (OKHEEI) for a broker to perform benefit consulting services, renewal negotiations and other related services.

OKHEEI Consortium consists of twelve (12) educational institutions and one Board office. Crossing multiple governing boards, the educational institutions are bound by a signed inter-local agreement.

Per the inter-local agreement, educational institutions may request to join or leave the group effective January 1st of each new calendar year if their governing board adopts a resolution to join six (6) months prior to the renewal date. An educational institution may withdraw from the group if their governing board adopts a resolution after a minimum sixty (60) day notice provided to the chair of the OKHEEI Board. Additions and terminations will only be permitted once a plan year and shall be effective on the renewal date.

The participating institutions, their campus locations, and the ***approximate*** number of employees covered under the current plan are (a more detailed number of employees will be sent in an addendum):

Institution	Campus Locations	Participants
East Central University	Ada	424
	Ardmore	4
	McAlester	1
	Shawnee	1
Murray State College	Tishomingo	151
Northeastern State University	Tahlequah	792
	Broken Arrow	146
	Muskogee	16
Northern Oklahoma College	Tonkawa	174
	Enid	69
	Stillwater	33
Northwestern Oklahoma State University	Alva	215
	Enid	32
	Woodward	6
Redlands Community College	El Reno	119
Rose State College	Midwest City	374
RUSO Board Staff	Oklahoma City	6
Seminole State College	Seminole	135
Southeastern Oklahoma State University	Ardmore	5
	Denison, TX	3
	Durant	380
	Idabel	20
	McAlester	1
	Oklahoma City	5
Southwestern Oklahoma State University	Weatherford	464
	Sayre	26
	Oklahoma City	12
	Tulsa	3
	Yukon	8
	Cedar Canyon	12
	Total	3637

In addition to the staff listed above, each institution will have a number of clinical or grant project sites located across the state of Oklahoma or possibly, elsewhere in the United States. Each institution is also responsible for provision of health insurance to their retirees, who may also be located outside of the state of Oklahoma.

NATURE OF SERVICES REQUIRED

The group's intent is for the hired broker to negotiate on behalf of the represented universities multiple health benefits option plans. The health plan is currently self-funded.

Currently the health plan is self-funded, we are open to others. We are also interested in exploring other plan options such as hybrids of PPOs, HMOs, and direct providers (medical/health, dental, pharmacy, wellness, etc.).

This should also include a regional analysis of local provider options identifying opportunities for specific institutions to take advantage of regional specific services.

This marketing is for coverage that will begin January 1, 2023.

TERMS OF ENGAGEMENT

The contract will be subject to an annual review and satisfactory recommendation of the Board.

SUBMISSION REQUIREMENTS

All proposals must be received by SWOSU, no later than **April 12, 2022 @ 3PM CT**, it is the sole responsibility of the proposer to ensure the proposal is received by Southwestern Oklahoma State University prior to the date and time specified.

- All items in the request for proposal must be addressed in the following format, tabbed and labeled. If your firm does not provide a service, please indicate accordingly. Respond to each question in order and reference the section/categories being addressed.
- Include a contact name and telephone number of the person to call if we encounter any questions or need clarification in reviewing the proposal.

Tab 1: General Information

Tab 2: Accounting Services

Tab 3: Data Analysis & Communication

Tab 4: Strategic Planning/Vendor Selection

Tab 5: Cost Projection/Ongoing Review

Tab 6: Legislative Compliance

Tab 7: HR Tools

Tab 8: Fees

Tab 9: References/Other

5.0 Evaluation Criteria**5.1 EVALUATION AND SELECTION PROCESS**

Proposals will be evaluated by a committee from The Oklahoma Higher Education Employees Insurance Group (OKHEEIG). Evaluation criteria for this RFP will be as follows:

- A. General Information
- B. Accounting Services
- C. Data Analysis & Communication
- D. Strategic Planning/Vendor Selection
- E. Cost Projection/Ongoing Review

- F. Legislative Compliance
- G. HR Tools
- H. Fees
- I. References/Other
- J. Finalist Interviews

OKHEEI will select no more than (4) four proposers of interest. Proposers will be required to make a formal presentation. The presentations will tentatively take place on the Campus of Rose State College, more information will be communicated to the proposers invited to make a presentation.

5.2 **GENERAL INFORMATION**

1. Please provide the history and philosophy of your firm, particularly your employee benefits division.
2. How many employees are there in your company? Generally, what are their job categories (e.g., management, sales, technical, customer service, etc.)? How many are dedicated to employee benefits brokering and/or consulting?
3. Does your firm maintain an office within Oklahoma for employees dedicated to benefits brokering and/or consulting? If not, where?
4. Please describe your organization's experience in dealing with educational or governmental clients.
5. Who would be working directly with this committee and benefit coordinator on administrative issues, questions, or problem solving? Please provide the roles and qualifications of each person. Also, include the number of clients each person is expected to handle and categorize these clients by large (500 or more), medium, or small (less than 100) groups.
6. Please describe your contractual relationships, if any, with organizations necessary to your proposal's implementation (e.g. actuarial services).
7. Provide a count of your existing clients categorized by large (500 or more), medium, or small (under 100) groups.
8. Please confirm that you are an independent broker and are not affiliated with any insurance company, third party administrator, or provider network.
9. What, if any, financial interest does your firm have in any of the companies providing service that you might recommend?
10. Please provide a detailed description of any law suits, investigations or inquiries of your firm or any of its employees that have been undertaken (or are underway) by any legal or regulatory authorities. Describe the nature of the inquiry, the alleged involvement of your firm or its employees, and the current status of the investigation. Include any fines, censures, suspensions or other action that have been taken against your firm(s) or its employees over the past five years.
11. Do you contemplate any agreements, or are agreements being negotiated between you and other parties, which may affect your company's ownership, corporate structure, or management during the next year?

12. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.

5.3 **ACCOUNT SERVICES**

1. Please describe your account services department.
2. What is your process for ensuring customer satisfaction?
3. What is your turnover rate for the last three years of the employees that perform the bulk of the problem-solving administration within your organization? Categorize employee turnover according to the group sizes listed in questions 3 and 4 in the General Information section above.
4. What kind of training (industry, internal, computer, other) does your staff receive?
5. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide a sample of employee communication materials that you have distributed to other clients.
6. How can you assist in facilitating employee meetings and communications?
7. Do you help facilitate annual open enrollments and if so how?
8. Please explain in detail the steps you anticipate will be needed to ensure the negotiation process and evaluation of self-funding is completed smoothly and in a timely manner?
9. If the decision is made to change health insurance vendors, what steps do you anticipate will be needed to ensure the conversion is completed smoothly and in a timely manner?
10. Please describe your approach to drafting, reviewing, issuing and evaluating requests for proposals and invitations to bid related to a health insurance plan. Also describe in detail what steps are taken to evaluate a vendor's proposal.
11. Provider coverage to all entities participating in this project is of great concern. Please describe the process you will use to determine coverage and address any areas in which coverage is questionable.
12. Please describe the method used to evaluate proposed health plans in comparison to the current plan provided by OKHEEI.
13. Each institution is obligated to provide health insurance coverage for current employees as well as for retirees. Please describe the steps you would take to ensure that retirees have adequate coverage, regardless of their state of residency.
14. Please describe in detail your approach to drafting, reviewing, issuing and evaluating requests for proposals and invitations to bid related to the selection of a third party administrator for the plan.
15. Will your firm act as an advocate on behalf of this group to resolve administrative problems and/or claim disputes with insurance carriers or the third-party administrator? Please explain.

5.4 **DATA ANALYSIS & COMMUNICATION**

1. What resources do you use to analyze medical and pharmacy claims?

2. Do clients have access to the data for ad hoc queries?
3. Will your organization complete a provider analysis of physicians, clinics, and hospitals that treat our plan participants?
4. Will your organization provide a wellness and preventive health analysis of our employees and claims experience?
5. For any of the above questions that you answered yes, please provide sample reports that you have prepared for another client
6. What is the cost of customization or ad hoc reports?
7. Please describe the actuarial resources available to you. Who do you use for actuarial services? Please provide credentials.
8. Will your organization assist in conducting employee enrollment and/or communication meetings? Please explain in detail, including your staffing resources and how you would address the requirements of enrollment at all locations during a one month period.
9. Will you assist in developing communication materials, including coordinating the design, editing, printing and production of those materials? Please explain.
10. Do you offer web-based communications? Please describe.

5.5 STRATEGIC PLANNING/VENDOR SELECTION

1. What resources do you have available to help us manage our benefits and outline a benefits strategy?
2. On an on-going basis, how would you help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?
3. How is plan design changes handled?
4. Please furnish a list of insurance companies, third-party administrators, and other providers for which the broker is an authorized agent or broker.
5. How do you review PPO discounts and what is your criteria for recommending changes in network affiliations?
6. How would your firm help us determine whether we should offer a cafeteria plan, a modified flexible program, or any other option?

5.6 COST PROJECTIONS/ONGOING REVIEW

1. How can you help us develop cost projections tied to our plans?
2. How will you help with the management of insurance, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports; underwriting

analysis for annual renewals; annual financial projections for budgeting purposes; and alternative funding analyses?

5.7 LEGISLATIVE COMPLIANCE

1. Do you have an in-house benefits attorney? If yes, please provide his or her credentials and the number of years he or she has provided counsel on benefits issues. If no, do you use an external benefits attorney, and which firm do you use?
2. How does your firm stay current with state and federal regulations?
3. Please describe the process by which your organization incorporates regulatory and legislative requirements in such areas as FLMA, Section 125, COBRA, HIPAA and other benefit issues on the federal and state level into plan documents, summary plan descriptions, administrative procedures, etc.
4. Outline the process of how your firm will notify this committee of changes in federal and/or local laws that would affect us?

5.8 HR TOOLS

1. Do you have an internet-based employee communication tool.
2. Please explain any on-line enrollment services provided through your organization.

5.9 FEES

1. Describe your proposed form of compensation (e.g., commission, annual retainer, fee-for-service). Please describe in full your consulting fees or commission schedules.
2. If you charge fees for consulting and employee communication, please indicate the basis of your charges (hourly, by project, etc.) and what typical charges might be.
3. If proposing a fee-for-service arrangement, are there any caps or other limits to the proposal?
4. Please describe specifically what services are included in your pricing proposal, which services may be priced separately, and which services may be considered to be optional.

5.10 REFERENCES/OTHER

1. How many clients of similar size to this project have you provided service to in the last three (3) years? How many of these clients have you lost? Please explain.
2. Please provide references that include: name, address, phone number, and length of time associated with your organization. Indicate whether your firm's role was as a **broker, consultant, or both**. Please provide a minimum of four references, including at least one that is a previous client. A higher education client reference is preferred.
3. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

6.0 Cost of Proposal – Pricing Structure**6.1 Provide**

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

6.2 Payment Terms, Incentives, and Penalties

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

6.3 Other Costs

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

6.4 Costs Proposed Based on Volume

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

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

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

B. That (s)he is the duly authorized agent by the Proposer/Vendor to submit the attached bid for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

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

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

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

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

G. Completed W-9 shall be attached.

Further Affiant sayeth Not.

Signed

Title: _____

Company

F.E.I.N. Number: _____

Subscribed and sworn to before me this ____day of _____, 20__.

(SEAL)

Notary Public Commission Number: _____

My Commission Expires: _____

ATTACHMENT B SHALL BE COMPLETED, SIGNED, AND RETURNED

VENDOR QUALIFICATION / FINANCIAL RESOURCE STATEMENT

The undersigned agrees that the response to this bid / proposal is a legal and binding offer and that by signing below he / she has authority to make said offer, identify the contact point and those authorized to negotiate for the company / firm, the contact and other information presented is current and accurate, and the company / firm is financially responsible and capable of fulfilling its financial obligations and responsibilities under this bid / proposal.

A. Authorized negotiator(s): if different from person signing form or in addition to person signing form if any (if 'none' so state by initialing): _____ None
INITIALS

- 1. _____
Signature _____
Print / Type Name
- 2. _____
Signature _____
Print / Type Name
- 3. _____
Signature _____
Print / Type Name

B. Official Contact Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____

C. Type of Organization:
If incorporated, in what year and which state(s): _____

____ Sole Proprietorship ____ Partnership
____ Private Corporation ____ Public Corporation
____ LLC ____ Other (Explain): _____

D. Description of Business:
Number of locations or branches: _____
Number located in the State of Oklahoma and where: _____

Number of person currently employed (company wide): _____
Number located in the State of Oklahoma: _____
Original date of Establishment (if not incorporated): _____
Classification: [] Small Business [] Disadvantaged [] Women-Owned
Total number of years in business: _____
Total number of years in the type of business requested by RFP: _____

Type of Work:

_____ Manufacturer _____ Distributor _____ Retail Dealer

_____ Service _____ Other: _____

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

_____ Construction:

General Contractor Design-Builder Material Supplier _____
Indicate Type

Sub-Contractor: Mechanical, Plumbing, Electrical,

Other sub: _____
Indicate Type

Sales Contact Name: _____

Sales Contact Address: _____

Sales Contact Phone Number: _____

Sales Contract Fax Number: _____

Sales Contact Email Address: _____

Customer Service/Order Entry Contact Name: _____

Customer Service/Order Entry Phone Number: _____

Customer Service/Order Entry Fax Number: _____

Customer Service/Order Entry Email Address: _____

Website Address: _____

Accounting Contact Name: _____

Accounting Contact Address: _____

Payment remit to address, if different than the above:

Accounting Contact Phone Number: _____

Accounting Contact Fax Number: _____

Accounting Contact Email: _____

E. Reference Request:

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

F. Financial Resource Information:

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

Dun & Bradstreet Bidder/Supplier's Number: _____

F.E.I.N. Number: _____

The Vendor's primary bank:

Name: _____

Address: _____

Account Manager: _____

Telephone number(s): _____

Fax number(s): _____

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

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

If 'Yes' shall be Audited _____ or Reviewed _____

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

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

Signature

Typed / Printed name

Title

Company / Firm

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

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

(1) The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The Vendor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Vendor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Vendor shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Vendor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

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

Signature

Print Name

SOUTHWESTERN OKLAHOMA STATE UNIVERSITY***Attachment D: GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF BIDS or RFP's*****Alternates – Evaluation**

Bidders may submit an alternate which they feel would meet or exceed the specifications of the item(s) listed and result in savings to the University. When bidding an alternate this must be shown on the bid/quote and sufficient descriptive material to aid in the evaluation of bids must be furnished. All properly submitted bids will be considered before an award is made. All merchandise will be awarded by items or group of items, whichever is in the best interest of SWOSU.

The RFP/Bid evaluation process will take into consideration the following: (1) quality of the products submitted; (b) experience of the University with brands submitted; (c) information received from the references furnished and others the University has contacted; and (d) the capabilities of the University's faculty and staff. The Purchasing Office will make the award based on the information provided. Our goal is to receive the greatest value for each dollar spent. Alternate bids/quotes will be considered unless specifically prohibited.

Rejection of Proposals

SWOSU reserves the right to reject any and all proposals; Bids or RFP's may be rejected if procedures listed are not followed. SWOSU reserves the right to waive informalities and minor irregularities in the proposal received, and accept the proposal best serving the interest of SWOSU.

Non-Discrimination Clause

SWOSU, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Readjustment Assistance Act of 1974, American With Disabilities Act of 1990 and other Federal laws and regulations, does not discriminate on the basis of race, color, national origin, gender, age, genetics, religion, or disability in any of its policies, practices, or procedures. This includes, but is not limited to, admissions, employment, financial assistance, educational services, and purchasing. Vendors will be required to comply with all applicable federal and state laws in the performance of this contract.

Drug Free Workplace Clause

Vendors performing services for or on behalf of the University in amounts exceeding \$25,000 must provide certification that a current plan assuring the maintenance of a drug-free environment has been filed with the appropriate agency.

Submission Details

All bids/quotes must be in the Purchasing Office of the SWOSU before the final closing date and hour indicated on the bid. Bidders must show unit prices on single items (dozen, barrel, pound, etc.), and carry totals forward. If bidding on brand or article requested, strike the words "or equal" (if bidding a substitute, name and furnish a complete description of the substitute offered). Discount terms must be plainly stated. Use pen and ink or typewriter. Responses must be received in sealed envelopes with bid/quotation number and closing date plainly written on the outside of the envelope. Late bid or quote submission cannot be considered.

***Attachment D. SWOSU GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF BIDS
or RFP'S continued...***

Discounts

Prices quoted shall be inclusive of ALL discounts. Cash discounts will be computed from the date of receipt of a properly executed invoice or date of completion of delivery of all items in a satisfactory condition, whichever is later.

Federal and State Taxes

All bids/quotes must be submitted exclusive of Federal Excise and Oklahoma State Tax.

Delivery Terms and Requested Delivery Date

Unless otherwise stated all offers will be submitted FOB, SWOSU, Weatherford, Oklahoma. The requested delivery date specified in the bid is a firm and binding date and the successful vendor will be expected to meet this date. Offers that specify later delivery dates may be rejected. Failure to meet the requested delivery date during the performance of the resulting contract could be cause for termination of the purchase contract.

Telephone Bids and Unauthorized Shipments

No telephone bids will be accepted. The University will not be responsible for payment for articles or services furnished without a purchase order.

Non-Collusion Affidavit

Oklahoma laws require each bidder submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion. Please complete the form on page one of this Invitation to Bid.

Legality of Bid

This bid is submitted as a legal offer. Any bid accepted by SWOSU constitutes a binding contract for the goods and services that are listed on the bid.

Equal Employment opportunity Requirements

In entering into any contract resulting from this bid the bidder agrees to comply with Equal Employment Opportunity requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.

Handicap Clause and Veterans Readjustments Assistance

By acceptance of this purchase order (or submission of this bid as applicable) the contractor agrees to comply with section 503 of the rehabilitation act of 1973 (Public Law 93112), and applicable implementation regulations published by the Department of Labor in the Federal Register, Volume 41, Number 75, pp. 16147-16155--dated April 16, 1976, requiring governmental contractors and sub-contractors to take affirmative action in employing and advancing in employment of handicapped individuals. Vendors shall also comply with 41CFR, part 50-250.3 relating to Vietnam Era Veterans Readjustment Assistance.

Removal from Bidders List

Any bidder who fails to return the third (3rd) consecutive Invitation to Bid may be removed from the bid list by the Purchasing Office of SWOSU.

Copeland Act

Compliance with Copeland Anti-Kickback Act & Regulation--18 U.S.C. 874. The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of Secretary of Labor (29 CFR, part 3) which are herein incorporated by reference.

Termination

SWOSU may, by written notice, terminate this order in whole or in part if the seller fails to perform any of the provisions of this order or so fails to make progress as to endanger performance in accordance with its terms. In the event of termination pursuant to this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies and services similar or substantially similar to those so terminated; and the seller shall be liable to SWOSU for any excess costs occasioned the University thereby; provided that the seller shall continue the performance of this order to the extent not terminated. The rights and remedies of SWOSU under this clause shall not be exclusive and are in addition to any other rights or remedies provided by law or this agreement.

Safety

The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment.

ATTACHMENT E

Completed W- 9 shall accompany the Vendor proposal.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ► _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
						-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

