

SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
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

Southwestern Oklahoma State University, to the extent required by law, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Section 402 or the Readjustment Assistance Act of 1974, Americans with Disabilities Act Amendment Act of 1990, the American with Disability Act as Amended of 2009, and other federal laws and regulations does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, gender, sexual orientation, genetic information or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial assistance, housing and educational service.

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.

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.

SWOSU GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF BIDS or RFP's continued...

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.