PURCHASING – BIDS and CONTRACTS
REQUEST for PROPOSAL

RFP 2026P100 Healthy Vending Machine Services

ISSUE DATE: Thursday, August 28, 2025

PROPOSAL CLOSE DATE / TIME : Thursday, September 18, 2025 @ 3:00PM, Central Time

UCO adheres to TITLE 51 OPEN RECORDS ACT.
Any information, records or other material heretofore voluntarily supplied to any state agency, board or commission shall be subject to full disclosure pursuant to Section 24A.1 et seq. of this title.

If the full Request for Proposal is not included, you can pull the entire document at:
https://www.uco.edu/offices/financial-services/open-solicitations

DIRECT ALL QUESTIONS & INQUIRES TO:

Primary Contact	Secondary Contact
Kim Simmons, Buyer II	**Charlene Wiles, Senior Buyer**
Procurement Services	**Procurement Service**
E-Mail: ksimmons13@uco.edu	**E-Mail: cwiles2@uco.edu**

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

1.0 The University of Central Oklahoma (UCO)

1.1 Narrative:

The University of Central Oklahoma is committed in supporting the health of students and staff by providing an environment that supports nutritious eating. The University of Central Oklahoma is seeking interested parties, who would assume the responsibility, without cost to the University of Central Oklahoma, of installing, maintaining, operating and servicing snack and beverage vending machines at location provided.

1.2 About the University

If you are not familiar with the University of Central Oklahoma (hereafter referred to as UCO), you can find information about our university at: www.uco.edu

1.3 UCO – A Green Campus promoting Sustainability

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

1.4 Campus Map

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

2.0 General Information and Instructions to Proposers

2.1 Original RFP Document

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

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

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

2.3 Schedule of Events

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

Action	Date/Time
Issue RFP	08/28/2025
Last day for Vendor to email questions (8 Business days after post)	**09/10/2025**
Tentative Addendum Post Date (48 hours after submit question date)	09/12/2025
RFP Closing Date and Time	**09/18/2025, 3PM CT**
Evaluation Period	TBD
Tentative Notice of Award	TBD
Implementation	TBD

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

2.4 Accommodations for People with Disabilities

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

2.5 Performance and Payment Bonds – Not Required

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

2.6 Communication, Questions, Inquires

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

Primary Contact:	Kim Simmons, Buyer II Procurement Services E-mail: ksimmons13@uco.edu
Secondary Contact:	Charlene Wiles, Senior Buyer Procurement Services Email: cwiles2@uco.edu

Questions and/or information requests may be emailed to the Buyer as they occur, but shall not be accepted after **Wednesday, September 10, 2025, @ 3:00 PM, CENTRAL TIME**

Email questions, referencing ***"Questions for RFP 2026P100 Solicitation Name" on the correspondence.***

Questions and answers shall be posted to the UCO website, by addendum(s) to the solicitation.

https://www.uco.edu/offices/financial-services/open-solicitations

Any applicable addenda in relation to this RFP, are required to be executed and included in the vendor's email submission. Proposals missing addenda shall be deemed as unresponsive and therefore, may be 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 with Section 2.3 Schedule of Events, please contact the Buyer noted above, by email. The email communication should note vendor contact(s) email information, for current communications to be received.

2.7 *Deadline – Proposals Must be Received by Email

The vendor's proposal, signed UCO RFP, all attachments, and acknowledged addenda are to be submitted in one (1) secure electronic copy emailed ksimmons13@uco.edu. Signer of the vendor's proposal shall be a legally authorized representative capable of binding, through contract, the vendor and vendor's organization.

All proposals shall be received by the University, no later than Thursday, September 18, 2025, @ 3:00 PM, CENTRAL TIME

Secure electronic proposals shall be *emailed* with "RFP 2026P100 Solicitation name" stated in the *email* subject line.

2.8 PROPRIETY INFORMATION

UCO adheres to TITLE 51 OPEN RECORDS ACT. Any information, records or other material heretofore voluntarily supplied to any state agency, board or commission shall be subject to full disclosure pursuant to Section 24A.1 et seq. of this title.

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

3.0 Terms and Conditions Governing the Resulting Contract

3.1 UCO Standard Terms & Conditions

Standard Terms & Conditions are available at the following link:
https://sites.uco.edu/offices/financial-services/uco-standard-terms-and-conditions-6-25-24.docx
By submitting a quotation, proposal or bid, the supplier/vendor is agreeing to adopt the UCO Standard Terms and Conditions as applicable to this transaction or agreement.

3.2 The Resulting Contract

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

3.3 Sexual and Verbal Harassment

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

3.4 Vendor Restriction Against Hiring University Employees

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

3.5 Specific Terms and Conditions, Applicable to this RFP

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

A. Project or service may not commence until a purchase order is issued. A purchase order must be in place for all product or commodity purchases. Once the project, service, product, or commodity acquisition is approved by UCO, the purchase order shall serve as the part of the contract file.
B. This RFP **does not** contain bond requirements.
C. This project is not time/schedule sensitive but may be limited to a "not later than" date.
D. This is a firm fixed price solicitation. Please state all costs clearly and completely; UCO shall not accept hidden charges or costs not disclosed as part of this proposal.
E. Prices quoted herein shall remain effective for the entire initial term of the contract. Any price increase projected after the initial term shall be emailed by the vendor in writing, to the Director of Procurement, 90 days before the end of the annual contract term, with sufficient documentation of the price change request. If UCO agrees to accept the price change, an acknowledgement shall be issued by UCO with an addendum, to be executed by UCO and the vendor.
F. Vendor is responsible for cleaning the work area of all debris, providing their own clean up bins and labor. Vendor shall assume ownership for a safe and secure work area.
G. No work shall be sublet by the proposing Vendor unless the subcontractor information has been noted in the proposal and approved by UCO. Subletting after the award without written approval from UCO shall result in possible termination of the awarded contract.
H. Multiple vendors may be awarded this contract (applies to service contracts, i.e., painters, plumbers, lawn services, floor maintenance, field turf, etc.)
I. Contract is a one-time award, continuing through completion, as directed by UCO project manager **or** the Contract is for one (1) year, with option to renew for additional four (4) one-year terms. Annual contract renewal is based on vendor performance and appropriation of funds. Assuming all five (5) years of the contract are fulfilled.

3.6 Termination of Contract

UCO may terminate this contract for cause based upon the failure of the vendor/company/supplier/contractor to comply with the terms and/or conditions of the contract, provided that UCO shall give the vendor/company/supplier/contractor written notice specifying the performance failures. Contract may be terminated by the University of Central Oklahoma or the contracted vendor/company/supplier/contractor, with 90-days written notice. The termination process shall include the 30-day notice period, during which contractor/vendor/company/supplier has been notified of an outstanding concern(s) and the 30-day cure period. Should the concern(s) not be resolved or have a resolution action plan in place to UCO's satisfaction within the cure period, the remaining 30 days shall include notice of contract or performance deficiencies, leading to the potential for contract termination, provided to the vendor/company/supplier/contractor in writing.

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

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

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

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

3.8 UCO Transportation and Parking

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

3.9 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.

3.10 Tobacco-Free Campus

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

3.11 Requirement for Criminal Background Checks

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

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

4.0 Evaluation Criteria

4.1 Proposal Evaluation

Proposals shall be evaluated by a committee designated by UCO Procurement Services. Evaluation criteria for this RFP shall include, but is *not* limited to the following criteria:

A. Commission Rate (Revenue Return)
B. Company Qualifications experience and references
C. Ability to meet specifications
D. Suitability, nutrition and variety of products offered that meet the needs of the University of Central Oklahoma

5.0 Specifications

Objective

The University of Central Oklahoma is committed in supporting the health of students and staff by providing an environment that supports nutritious eating. The University of Central Oklahoma is seeking interested parties, who would assume the responsibility, without cost to the University of Central Oklahoma, of installing, maintaining, operating and servicing snack and beverage vending machines at location provided.

Products and Stocking

1. Products offered shall include a variety of beverages, snack food items.
2. Snack products- Snack foods, nut and seed snacks must be no more than 1.5 ounces and have no more than 230 milligrams of sodium per package. No snack food should contain trans-fat and all snack foods must contain 230 milligrams or less of sodium per package. At least one hundred percent (100%) of all

snack food offered shall meet the following criteria (these criteria do not apply to uncoated seeds or nuts):

3. Contain 200 or fewer calories per package
4. Have no more than 35% of calories from fat
5. Have no more than 10% of calories from saturated fat. Except for snacks containing 100% nuts or seeds with no added fats or sugars. Contain 10 grams or fewer of sugar per serving.
6. Have no more than 35 % of calories from sugar, except for fruit vegetables, and yogurt, which may contain up to 30 grams per 8 ounces

For Beverages

7. At least 50% must be water without caloric sweeteners, milk, 100 % fruit or vegetable juice, or juice combined with water.
8. Milk may only be 2%, 1% nonfat, or a milk alternative
9. Vegetable juice may contain no more than 230 milligrams of sodium per container.
10. Contract shall ensure that no out of date products remain in machines. Expiration dates should be on each of the products offered for sale in the vending machine and should clearly show the month and the year of expiration. Contractor is responsible for the disposal of expired products.
11. All sales tax and other taxes to be paid are the responsibility of the awarded Contractor.
12. Contractor shall regularly stock and maintain, no less than every five business days, machines with snack and beverages, prepared and dispensed in accordance with all sanitation and health standards. The restocking of the machines can be done between the hours of 8:00am to 5:00pm Monday through Friday (excluding Campus holidays).
13. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
14. The University of Central Oklahoma reserves the right to request additional products that meet nutritional guidelines created by the University of Central Oklahoma during the term of this contract.
15. Contractor shall provide nutrition facts/nutrition labels to the Contract Administrator prior to stocking new products.
16. The University of Central Oklahoma requesting high quality products that are not damaged, out of date or recalled. In the event the product is recalled, Contract shall notify the Contract administrator immediately.
17. The contractor shall provide a clear warning message for any product that contains peanuts on each snack machine.

Merchandising/ Planograms

18. Promotional or marketing signage on vending machines is for healthy vending options only.
19. Vending options that meet the healthy vending guidelines are optimally merchandised at eye level and /or grouped together (this option is flexible depending on type of vending machine and typically requires collaboration with vending provider prior to transition of service)

Equipment, Placement, and Installation

20. Contractor is encouraged to provide equipment that is modern and of the latest machine technology, have bill-changing capabilities, credit card readers, be electrically efficient, quiet, have unit sales counting capabilities and be aesthetically acceptable to the University of Central Oklahoma. All selection buttons shall clearly display the product, package size and price for each item.

21. Vending equipment supplied will be the type approved or recognized by the Nation Sanitation Foundation, the National Automatic Merchandising Association or a recognized State or local health department or testing laboratory.
22. Contractor is encouraged to provide energy efficient equipment that have electronic timers or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles the compressor to maintain product temperature.
23. Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the University of Central Oklahoma, unless otherwise agreed upon by the University of Central Oklahoma.
24. Machines should be installed so as not to be obtrusive, cause any seepage or debris build-up underneath. Vending machines shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. Vending machines must be securely fastened to the wall, floor or other structure, or otherwise secured in such a way as to prevent them from being rock, bounced or tipped.
25. Machines will be the property of the Contractor which shall be responsible for maintenance, service, repair, arid movement of machines. The contractor will assume all responsibility for damages caused by neglect, vandalism or any other cause. The contractor shall be responsible for the security of the machines. No keys will be kept at the building.
26. Machines shall be maintained and in proper working order at all times. The contractor shall maintain the cleanliness of all vending machines. It is the responsibility of the Contractor to clean the inside and outside of all vending machines during each service visit.
27. Upon expiration or termination of the contract, the contractor must remove all machines within ten (10) Days of notification to the contract administrator.

<u>Service and Repair</u>

28. The contractor shall provide all service for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the University of Central Oklahoma.
29. The contractor shall be required to furnish all labor, machines parts, etc., to maintain the vending machines in first-class operating condition at their expense.
30. The machines will be kept clean, repaired and neat in appearance at all times. The contractor shall maintain a program of regular preventative maintenance and replacement of worn, damaged, or malfunctioning machines. Should a problem occur, the contractor shall make a reasonable attempt to fix the machine within (2) two working days of notification of the problem. The University of Central Oklahoma may require that contractor replace machines that cannot be returned to service within five (5) working days of the service call. The replacement machines will be the same year, type and model or better than the machines replaced. Working hours are generally from 8:00 am until 5:00 pm.
31. Machines that malfunction three or more times within a 30-day period must be replaced with the same year, type and model or better machine at no additional expense the University of Central Oklahoma.
32. Machines will be serviced twice a week.
33. When email or phone message is left, the response time will be within 24 hours.
34. Vendor will provide monthly checks and statements due by the following month on or before the 15th.

5.1 Proposal Requirements and Format

Vendor proposals and all copies of said proposals shall be submitted in the following tabbed order, to be considered for evaluation. See the following order for all proposal submissions:

Tab 1: Company background and staff introductions

Tab 2: Industry experience and references
Tab 3: Bidder/Vendor Proposal
Tab 4: All pages of fully executed UCO RFP, addenda, and attachments (OMES Vendor Payee Form, Vendor Application, etc.)
Tab 5: All labor and material costs

5.2 Tax Exemption

The University of Central Oklahoma is exempt from paying State Sale Tax: therefore, tax shall not be included in any contract that may be awarded from this RFP.

6.0 Cost of Proposal – Pricing Structure

6.1 Provide

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

6.2 Payment Terms, Incentives, and Penalties

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

6.3 Other Costs

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

6.4 Availability to Other Entities (Consortium)

In the event a contract between the University and the Vendor/Supplier results from this RFP, the University reserves the right to enter into discussion with the Vendor/Supplier to offer the same prices, terms, conditions, and all other particulars herein to other institutions within the Oklahoma State Regents for Higher Education system (OSRHE), Regional University System of Oklahoma (RUSO), and/or affiliates. The Vendor/Supplier may apply fair and reasonable delivery cost adjustments to those institutions whose locations may be materially remote or proximate when compared to the delivery distances contemplated under this RFP.

ATTACHMENT A **SHALL BE COMPLETED, SIGNED, NOTORIZED, AND RETURNED**

STATE OF ________________________

ss

COUNTY OF ______________________

UCO PURCHASING AFFIDAVIT

I, _______________________________, of lawful age, being first duly sworn, on oath say**:**

1. That I am the agent authorized by the Vendor __________________________________ (Company/Firm Name) to submit the attached bid, which bid/proposal is a legal and binding offer and that by signing below he/she has authority to make said offer and bind the offering company, with minor differences and informalities to be resolved by negotiation prior to acceptance of the offer by UCO.

2. That this proposal is submitted in response to Request for Proposal 2023P102 Healthy Vending Options issued by the University of Central Oklahoma. The undersigned and firm agree to be bound by the content of this proposal, any specific terms and conditions noted within the RFP document, any addenda thereto in the event of an award to the Vendor, exceptions to be noted as stated in the RFP and UCO Standard Terms and Conditions which can be found on webpage and link:
https://sites.uco.edu/offices/financial-services/uco-standard-terms-and-conditions-6-25-24.docx

The company's/firm's proposal shall remain in effect for a period of _________( ) calendar days as of the Due Date for responses to the RFP, and that the person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

____	____________________________________
Print Name	Print Title
____	____________________________________
Print Name	Print Title
____	____________________________________
Print Name	Print Title

3. **Business Relations Section [Check this Box if not applicable],**

A. That the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year to the date of this statement with the architect, engineer, or other party to the project is as follows: (if none, please write "None")

____

____

(Attach additional sheets as necessary)

B. That Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the proposing company and any officer or director of the architectural or engineering firm or other party to the project is as follows: (if none, please write "None")

(Attach additional sheets as necessary)

C. That Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: (if none, please write "None")

(Attach additional sheets as necessary)

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

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

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

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

D. That neither Proposer/Vendor nor anyone subject to the Proposer/Vendor's direction or control has been a party:

1. To any collusion among proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
2. To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
3. In any discussions between proposers and any state official concerning exchange of money or other thing of value for special consideration in the letting of this contract.

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

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

G. Completed OMES Vendor Payee Form shall be attached.

SHALL BE COMPLETED, SIGNED, NOTORIZED, AND RETURNED

Further Affiant sayeth not.

____
Signed
Title: ____

____
Company/Supplier
F.E.I.N. Number: ____________________________

Subscribed and sworn to before me this ________day of ________, 20_______.
(STAMPED)

____

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
Initial

1. ___________________________________ ________________________________
Signature Print / Type Name

2. ___________________________________ ________________________________
Signature Print / Type Name

3. ___________________________________ ________________________________
Signature Print / Type Name

Official contact address: ____

____

Phone Number(s): ____

A. **Email address(s):** ____

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 persons currently employed (companywide): ____________________

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: ______________

_______ Business Enterprise

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

____

Select type of applicable service

[ ] Construction [ ] General Contractor [ ] Design-Builder [ ] Material Supplier

[ ] Sub-Contractor>>> [ ]Mechanical, [ ] Plumbing, [ ] Electrical, [ ] Other sub: _______________________
Indicate Type

Sales Contact Name: ___________________________________

Sales Contact Address: ____

____

Sales Contact Phone Number: ____________________________

Sales Contact Email Address: _____________________________

Customer Service/Order Entry Contact Name: __________________________

Customer Service/Order Entry Phone 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 Email: _______________________________

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

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

Dun & Bradstreet Bidder/Supplier's Number:_____________________________

F.E.I.N. Number: ____

The Vendor's primary bank:

Name: ____

Address: ____

Account Manager: ____

Telephone number(s): ____

Account Manager email: ____

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

____
Date

ATTACHMENTS D:

1. Completed OMES Vendor Payee Form (previously W-9) shall accompany the Vendor's proposal. Blank document can be found at the following link:
   https://www.uco.edu/offices/financial-services/documents-forms#purchasing

2. Completed Vendor application shall accompany the Vendor's proposal. Blank document can be found at the following link:
   https://www.uco.edu/offices/financial-services/documents-forms#purchasing

ATTACHMENTS E:

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