

REQUEST FOR PROPOSAL for SWOSU Parker Hall Light Fixtures

This Bid # 12-145 closes 2/29/12 at 5pm

February 8, 2012

Dear Vendor:

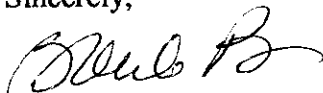
Enclosed is our request for **Bid # 12-145 SWOSU Parker Hall Light Fixtures**. The invitation will close at 5:00 p.m., **February 29, 2012**, and responses received will be opened at 10:00 a.m the next business day. Please be sure the Bid sheet is **notarized and legible and "Bid #" is on the outside envelope**. Please follow the instructions in the Bid packet before mailing, faxing, or emailing your response to:

Business Affairs Office
Southwestern Oklahoma State University
100 Campus Drive
Weatherford, OK 73096
Tele: 580-774-3021

Fax : 580-774-3211
e-mail: Brenda.burgess@swosu.edu

If you fax your bid, please send the original by mail.

Sincerely,



Brenda Burgess
Director of Business Affairs
and Comptroller

SOUTHWESTERN OKLAHOMA STATE UNIVERSITY

Page 1 of 4

DATE ISSUED

2/8/12

BID NUMBER

12-145**OFFICE OF BUSINESS AFFAIRS****100 CAMPUS DRIVE****WEATHERFORD, OKLAHOMA 73096-3098****580-774-3015****INSTRUCTIONS****PLEASE REVIEW ATTACHED****PAGE FOR CONDITIONS****AND TERMS**

CLOSING DATE & HOUR

2/29/2012 0:00 5:00 PM**Bids opened at 10am next business day****BID NUMBER AND CLOSING DATE MUST APPEAR ON THE FRONT OF A SEALED ENVELOPE**

TO :

	TOTAL
Southwestern Oklahoma State University offers you this opportunity to bid on the following:	
Parker Hall Light fixtures:	
42 each – Recessed 2' x 4' fixture Lithonia: 2RT8S-232 MVOLT-GEB10-L835HT8	
4 each – Recessed 2' x 4' Fixture w/emergency ballast Lithonia: 2RT8S-232-MVOLT-GEB10-L835HT8-EL	
2 each – Surface mount ceiling fixture, Remote emergency ballast Eureka: 4665-SC-WH-2XCF.D.26	
4 each – 4" strip light, 8% uplight Lithonia: LA-2-32-277-GEB10IS	
All fixtures are FOB Weatherford, OK and specified by architects.	
BID NUMBER AND CLOSING DATE MUST APPEAR ON THE FRONT OF THE SEALED ENVELOPE.	

IF MORE ROOM IS REQUIRED PLEASE ATTACH AN ADDITIONAL LIST

FOB: SWOSU, WEATHERFORD, OK

REQUESTED DELIVERY DATE - _____

QUOTED DELIVERY DATE BY VENDOR _____

TERMS _____

IMPORTANT BID AFFIDAVIT INSTRUCTIONS

NON-COLLUSION AFFIDAVIT: OKLAHOMA LAWS REQUIRE EACH BIDDER SUBMITTING A COMPETITIVE BID TO THE STATE FOR GOODS OR SERVICES TO FURNISH A NOTARIZED SWORN STATEMENT OF NON-COLLUSION. PLEASE COMPLETE THE FORM BELOW.

AFFIDAVIT: I, (PRINT NAME OF THE UNDERSIGNED) _____

OF LAWFUL AGE, BEING FIRST DULY SWORN ON OATH SAY THAT HE (SHE) IS THE AGENT AUTHORIZED BY THE BIDDER TO SUBMIT THE ABOVE BID. AFFIANT FURTHER STATES THAT THE BIDDER HAS NOT BEEN A PARTY TO ANY COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING; OR WITH ANY STATE OFFICIAL OR EMPLOYEE AS TO QUANTITY; QUALITY OR PRICE IN THE PROSPECTIVE CONTRACT OR ANY OTHER TERMS OF SAID PROSPECTIVE CONTRACT; OR IN ANY DISCUSSION BETWEEN BIDDERS AND ANY STATE OFFICIAL CONCERNING EXCHANGE OF MONEY OR OTHER THING OF VALUE FOR SPECIAL CONSIDERATION IN THE LETTING OF A CONTRACT; THAT THE BIDDER/CONTRACTOR HAS NOT PAID, GIVEN OR DONATED OR AGREED TO PAY, GIVE OR DONATE TO ANY OFFICER OR EMPLOYEE OF THE STATE OF OKLAHOMA (OR OTHER ENTITY) ANY MONEY OR OTHER THING OF VALUE, EITHER DIRECTLY OR INDIRECTLY IN THE PROCURING OF THE AWARD OF A CONTRACT PURSUANT TO THIS BID.

COMPANY ADDRESS AND AUTHORIZED SIGNATURE

NOTARY PUBLIC

SUBSCRIBED AND SWORN BEFORE ME THIS _____

DAY OF **20** _____

NOTARY PUBLIC (CLERK OR JUDGE) _____

MY COMMISSION EXPIRES _____

**BID INVALID IF NOT SIGNED
AND NOTARIZED**

FIRM & FEI/SSN _____

SIGNED (manual signature) _____

ADDRESS _____

CITY _____

STATE AND ZIP _____

PHONE NUMBER _____

FAX NUMBER _____

**SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
OFFICE OF BUSINESS AFFAIRS
100 CAMPUS DRIVE
WEATHERFORD, OKLAHOMA 73096-3098
580-774-3021**

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**INSTRUCTIONS
PLEASE REVIEW ATTACHED
PAGE FOR CONDITIONS
AND TERMS**

DATE ISSUED

2/8/12

BID NUMBER

12-142

CLOSING DATE & HOUR

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<p>ALTERNATES - EVALUATION The RFP bid evaluation process will take into consideration the following: (a) quality of the products submitted, (b) experience of the University with the 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.</p> <p>REJECTION OF PROPOSALS SWOSU reserves the right to reject any and all proposals, waive informalities and minor irregularities in the proposal received, and accept the proposal best serving the interest of Southwestern Oklahoma State University.</p> <p>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, Americans With Disabilities Act of 1990 and other Federal laws and regulations does not discriminate on the basis of race, color, national origin, sex, age, religion, genetics, disability or status as a veteran in any of its policies, practice or procedures. This includes but is not limited to admissions, employment, financial assistance and educational services. Vendors will be required to comply with all applicable federal and state laws in the performance of this contract.</p> <p>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 federal agency.</p> <p align="center">The Regional University System of Oklahoma has instituted a secure technology toll for the serious reporting of questionable issues involving ethical and lawful conduct at all regional universities. www.ruso.ethicspoint.com</p>		

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

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

Unless otherwise stated all offers will be submitted FOB, SWOSU, Weatherford, Oklahoma.

Alternate Bids/Quotes

Alternate bids/quotes will be considered unless specifically prohibited. 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.

Requested Delivery Date

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.

Unauthorized Shipments

The University will not be responsible for payment for articles or services furnished without a purchase order.

Telephone Bids

No telephone bids will be accepted.

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.

Rejection of Bid

BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS IF IT IS IN THE BEST INTEREST OF THE UNIVERSITY TO DO SO.

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

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.

Preference

Vendors claiming preference for minority status or recycled goods must clearly state their claim on the face of this bid. Preference of no more than 5% for recycled material content of the product offered. Declaration of Vendors of Percentage of Recycled Material in Products. Certification by Vendor of Recycled Content Claim.

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.